



OLD NORTH BRIDGE

TOWN OF CONCORD

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

Select Board Meeting

Monday, August 5, 2024 at 6:00 PM

Town House, Select Board Room, 22 Monument Square

Join Zoom Meeting

<https://us02web.zoom.us/j/85382339742?pwd=3PIzMGQDrg9yBOSaXXXB2bOkSrHIUh.1>

Meeting ID: 853 8233 9742

Passcode: 804900

Dial In Toll-Free: 833 548 0276

#	Time*	Agenda Item
I.	6:00 PM	Public Comment: Public Comment is limited to up to 15 minutes, with no more than 3 minutes allocated to any one speaker. Public Comment is limited to items that are not on the agenda.
II.	6:15 PM	<p>Consent Agenda</p> <ul style="list-style-type: none"> a. Meeting Minutes: July 22, 2024 b. Town Accountant Warrants: July 25, 2024; July 28, 2024 c. Gift Acceptance from the Coeur de Lion Commandery #34 to the Town 250th Gift Account in the amount of \$500.00 in honor of Maynard Forbes d. One Day Liquor Licenses: <ul style="list-style-type: none"> i. Wines & Malt Beverages for Jennifer Verrill of Verrill Farm for the Cornell Annual Dinner on Wednesday, August 21, 2024, from 6:00 PM – 8:00 PM at 11 Wheeler Road ii. All Alcoholic Beverages for Sara Killelea of Concord Country Club for the MET League Field Day on Thursday, August 22, 2024 from 2:00 PM – 10:00 PM at 246 ORNAC iii. Wines & Malt Beverages for Jennifer Verrill of Verrill Farm for the Stone Soup Dinner on Saturday, September 21, 2024, from 5:30 PM – 8:00 PM at 11 Wheeler Road iv. Wines & Malt Beverages for Jennifer Verrill of Verrill Farm for the Neighborhood Gathering on Saturday, September 28, 2024 from 5:00 PM – 9:00 PM at 11 Wheeler Road e. Sunday Entertainment Licenses: <ul style="list-style-type: none"> i. Performances of the Concord Players at 51 Walden Performing Arts Center on Sundays from 1:00 PM – 7:00 PM on the following dates: <ul style="list-style-type: none"> - November 10, 2024 - November 17, 2024 - February 16, 2025 - February 23, 2025

		<ul style="list-style-type: none"> - May 4, 2025 - May 11, 2025 - June 22, 2025 <ul style="list-style-type: none"> ii. Performance of the Concord Sonata at 51 Walden Performing Arts Center on Sunday, September 8, 2024, from 2:00 PM – 4:00 PM <ul style="list-style-type: none"> f. Proclamation in Recognition of India Day August 15, 2024 <ul style="list-style-type: none"> g. Select Board Committee Nominations: <ul style="list-style-type: none"> i. Terri Ackerman, of 89 Heaths Bridge Road to the Hanscom Field Advisory Committee (HFAC) as the Select Board Representative ii. Katy Morris, of 119 North Main Street, Natick MA to the Economic Vitality Committee, APP#10 Section VII (g) for a term to expire May 31, 2027 iii. Pam Rockwell, of 1810 Main Street to the 2229 Main Street Advisory Task Force for a term to expire May 31, 2026 h. Town Manager with Select Board Approval Committee Nominations: <ul style="list-style-type: none"> i. Shriram Bharath, of 875 Old Road and Nine Acre Corner to the Board of Assessors for a term to expire May 31, 2027 ii. Nancy Nelson, of 1695 Lowell Road to the Historical Commission as an Associate member for a term to expire May 31, 2025. iii. Ellen Quackenbush, of 206 Prairie Street to the Transportation Advisory Committee for a term to expire April 30, 2026
	6:15 PM	<p>Select Board Appointments:</p> <ul style="list-style-type: none"> i. Reappointment of Laurie Klein, of 15 Rollingwood Lane to the Library Committee for a second term to expire May 31, 2027 ii. Reappointment of Sara Paselle, of 1712 Monument Street to the Library Committee for a second term to expire May 31, 2027 iii. John Hickling, of 111 Monument Street as a member of the Concord250 Executive Committee for a term to expire December 31, 2026 iv. Christopher Johnson, of 51 Pilgrim Road as a member of the Concord250 Executive Committee for a term to expire December 31, 2026
III.	6:20 PM	Town Manager’s Report
IV.	6: 30 PM	<p>Discuss American Rescue Plan Act (ARPA) Spending Update</p> <p>Presenter: Kerry Lafleur, Town Manager</p>
V.	6:50 PM	Chair’s Report
VI.	7:00 PM	Select Board Liaison Reports
VII.	7:15 PM	<p>Discuss and Vote on Request to Schedule a Dog Hearing</p> <p>Presenter: Kerry LaFleur, Town Manager and Gregg Corbo, KP Law PC</p>
VIII.	7:30 PM	<p>Public Hearing for the Transfer of the Off-Premise Liquor License of the Grateful Gourmet, DBA The Cheese Shop, to Joshua Joslyn of Joslyn Food Cooperative</p> <p>Presenters: Joshua Joslyn, Applicant and Attorney Harold Jacobi III</p>

IX.	7:45 PM	Public Hearing for a Grant of Location Request for Concord Municipal Light Plant and Crown Castle Fiber LLC for Petition at: - 133 Old Rd to 9 Acre Corner Presenter: Brandi Spezzano, Supervisor, Crown Castle Network Permitting & Utilities – Northeast
X.	8:00 PM	Discuss and Vote on Town Manager Annual Evaluation Process Presenter: Mary Hartman, Select Board Chair
XI.	8:30 PM	Discuss Flag Policy Subcommittee Update Presenters: Wendy Rovelli and Cameron McKennitt, Flag Policy Planning Subcommittee
XII.		Adjournment

**Times are approximate and subject to change*

Upcoming Meetings:

Monday, August 19, 2024 Monday, September 9, 2024 Monday, September 23, 2024

Upcoming Events and Celebrations:

- Concord250 Event: 250 Countdown to the 250th Celebration of the American Revolution- Sunday, August 11, 2024, at the Concord Museum from 5:30 PM – 7:30 PM
- Concord Housing Roundtable – Thursday, August 15, 2024, from 5:00 PM - 6:30 PM



The Town of Concord endeavors to make public meetings accessible to all members of the community. To request a meeting accommodation or modification, please contact our ADA Coordinator Jessica Porter at jporter@concordma.gov or at 978-318-3028. Please make any requests for accommodation or modifications at least two (2) business days prior to the scheduled meeting.

**Town of Concord
Select Board
Minutes
Monday, July 22, 2024**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in-person a meeting both in-person at 22 Monument Square on the 2nd floor in the Select Board Room and via Zoom at 6:00 PM on July 22, 2024.

Present were Mary Hartman, Chair; Mark Howell, Clerk; Cameron McKennitt, and Wendy Rovelli. The quorum was satisfied.

Call to Order

The Select Board Chair Mary Hartman called the meeting to order at 6:00 PM. Mr. Howell confirmed that all Select Board members, with the exception of Ms. Ackerman, were present.

Chair Hartman decided to postpone the Gerow Park update until a future meeting and opened discussion for public comment.

Public Comment

John Garafalo, 51 Coolidge Road, member of the Finance Committee, expressed concern regarding the property tax increases. Calling on the Select Board to consider rolling back the Residential Tax Exemption, and to serve all Concord citizenry.

Mary Weinberg, 26 Hillside Avenue expressed support for the Select Board in following what the general laws call to do, and the best for the whole community with the RTE decision. Ms. Weinberg also mentioned visiting Gerow Park and walking the grounds and appreciating Warners Pond. Encouraging Select Board members to visit. Additionally, pointing out the number of people involved in Gerow Park project that are no longer in those positions.

Rob Whitmore, 306 Musketaquid Road, echoing Mr. Garafalo's sentiments. Expressed his concern regarding the limitations on home improvements, due to tax bill increases. Also pointing out that there is a shifting of some of the town dynamics, unintended.

Stefan Bader 7 River Street regarding the Residential Tax Exemption, if you qualified you received \$1,877 which was the same for everyone who applied if they qualified. Mr. Bader strongly encouraged the Select Board to continue supporting the Residential Tax Exemption program.

Diane Proctor shared that the Concord250 Event on August 11th 5:30 – 7:30 PM and encouraged every resident and friends to celebrate and join in the activities.

Ms. Hartman, Select Board Chair opened the next agenda item, Consent Agenda, and surveyed the SB members for any items they would prefer removed from that agenda.

Mr. McKennitt requested that the Concord Middle School Building Committee Charge Draft Amendment be removed from the Consent agenda for discussion.

**Town of Concord
Select Board
Minutes
Monday, July 22, 2024**

Consent Agenda

- a. Meeting Minutes: June 17, 2024
- b. Town Accountant Warrants: June 30, 2024; July 5, 2024: July 11, 2024
- c. Tour Guide License : James N. Robinson

- d. **One Day Liquor Licenses:**
 - i. Wines & Malt Beverages Only for Doug Mandigo of Middlebury College Football for the Middlebury College Football Alumni Golf Outing on Monday, July 29, 2024, from 12:00 PM – 8:00 PM at Concord Country Club, 246 ORNAC
 - ii. Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for a Family Party on Saturday, August 3, 2024, from 4:00 PM – 8:00 PM at Verrill Farm, 11-Wheeler Road
 - iii. Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for the Farm to Table Dinner on August 8, 2024, from 6:00 PM – 8:00 PM at Verrill Farm, 11-Wheeler Road
 - iv. Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for the Farm to Table Dinner on August 11, 2024, from 6:00 PM – 8:00 PM at Verrill Farm, 11-Wheeler Road
 - e. Gift Acceptance from the Boston Foundation in the amount of \$7,500 to the Thomas G. Curtin – Bobby Kargula Nanae Fund
 - f. Concord Middle School Building Committee Charge Draft Amendment

Mr. Howell thanked the Boston Foundation for the Gift in the amount of \$7,500 to the Thomas G. Curtin – Bobby Kargula Nanae Fund

Upon a motion duly made and seconded, it was UNANIMOUSLY voted: to approve the Consent Agenda with the removal of the Concord Middle School Building Committee Charge Draft Amendment.

Ms. Hartman opened the discussion of Concord Middle School Building Committee Charge Draft Amendment.

Mr. Howell further clarified the intent of the charge amendment. Mr. McKennitt and Ms. Rovelli added that further review may be preferred. Ms. Hartman supported further discussion and stated that the Committee consider a way to include all the people involved in this incredible project, where so many accomplishments have taken place and amazing work being completed.

Mr. Howell confirms that this be deferred until discussion with Concord Middle School Building Committee has an opportunity to review the amendment. No vote needed at this time.

Select Board Committee Nominations:

- i. Reappointment of Laurie Klein of 15 Rollingwood Lane to the Library Committee for a second term to expire May 31, 2027
- ii. Reappointment of Sara Paselle of 1712 Monument Street to the Library Committee for a second term to expire May 31, 2027
- iii. John Hickling, of 111 Monument Street as a member of the Concord250 Executive Committee for a term to expire December 31, 2026
- iv. Christopher Johnson of 51 Pilgrim Road as a member of the Concord250 Executive Committee for a term to expire December 31, 2026

**Town of Concord
Select Board
Minutes
Monday, July 22, 2024**

Select Board Appointments:

- i. Paul Peterson to the Trustees of Town Donations for a term to expire May 31, 2027
- ii. Kristen Dahlmann as an associate member of the Historic District Committee for a term to expire January 1, 2025
- iii. Andrea Foncerrada to the Concord Local Cultural Council for a term to expire May 31, 2027, with an exemption from APP #10 Section 7 (c)
- iv. Rebecca Bearse of 1295 Main Street Unit 2 to the Concord Cultural Council for a term to expire May 31, 2027
- v. Glen Burlamachi of 43 Thoreau Street to the Economic Vitality Committee for a term to expire May 31, 2027

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the Select Board Committee appointments and reappointments.

Town Manager's Report

Town Manager, Kerry Lafleur reviewed the Town Manager's report included as part of the Select Board's meeting packet. The full Weekly Operations report is available on the Town manager's webpage on the Town website here: [07.12.2024_Weekly Operations Report](#)

Ms. Lafleur reported on:

- Several road maintenance projects are ongoing, issuing News and Notices to keep residents updated on these annual maintenance projects.
- Weather related concerns of people seeking respite from the heat should visit the municipal buildings, cooling stations located at Library and Senior Center are open. The Public Safety Administration can assist as well.
- Public Health is monitoring mosquito-borne illnesses, and we are at low risk.
- Gerow Park, there is a presentation available online. When the project is completely closed out, a formal presentation will be scheduled with the Select Board.
- Grant through FEMA was received and will help with transitioning to a paramedic level service. Ms. Lafleur is prepared to give that presentation at the Select Board Chair's request.

Chairs Report

Ms. Hartman reported on:

- MCI facility and grounds tour, walking the property along with Mr. Howell, Ms. Zammuto, Deputy Town Manager. Once legislative decisions have been made, the process with DCAMM will pick up speed in managing the property.
- Touring 2229 Main Street will take place for the Select Board members in September.
- Forums have been scheduled in the Fall on Capital Planning as well as Residential Tax Exemption.
- As part of the Select Board goals, included increasing the number of joint meetings – A Select Board/Fin-Comm meeting took place in July, and a Select Board/School Committee/FinCom meeting is scheduled for Monday, August 19th.

**Town of Concord
Select Board
Minutes
Monday, July 22, 2024**

Select Board Liaison Report

Ms. Rovelli reported on:

- Zoning Board of Appeals issued a denial of the ADU based on an interpretation that basements area should be included in the definition of the gross floor area. The Planning Board is finalizing consulting agreement with Innes Associates to evaluate the Combined Business/Residence Bylaw; the project will assess what is working and what is not and include community input.
- Flag Policy Planning Committee continues to meet.

Chair Hartman inquired as to the Planning Board concerns that were raised. Mr. Rovelli stated that this was based on interpretations and anticipates feedback in August. Ms. Zammuto confirmed that the Town Planner is putting together a report to share at the Planning Board on August 5th.

Mr. Howell reported on:

- The Middle School Building Committee meeting took place and approved bids for furniture and technology on budget, although cuts were made to stay on budget.
- CMS Solar Project delay requires some additional lighting and security cameras in the parking area. Overall, the construction project continues to be on budget. 63 % complete currently.
- MCI Advisory Board toured and thank the Legislative Delegation and the Department of Correction for accommodating this tour. At least a year under the Department of Correction controlling this property while they decommission it.
- Warner's Pond Task Force meeting decided to form three subgroups: Subcommittees for Dredging, Dam Removal, or remaining Status Quo with a goal to come up with the most appropriate solutions for evaluation.
- Personnel Board continues to make progress on their Charge. The Select Board will want to discuss within the next months.

Mr. McKennitt asked if this is a new document, Mr. Howell clarified significant updates, a more modern version is being created.

Mr. Howell continued reporting:

- The Town Meeting Study Committee is announcing Mark Howell will not be the Liaison for this Committee going forward, Mr. McKennitt is stepping into this Liaison role.

Mr. McKennitt reported on:

- Historical Commission creating opportunities to connect with the Historic District Commission for developing the 250th Celebrations.
- Flag Policy Planning Committee has outlined what presentations are being finalized to have rich discussion at the select Board meeting in August 5ht.
- Town Meeting Study Committee, Mr. McKennitt echoed Mr. Howell's statement of participation in the Liaison role going forward.

**Town of Concord
Select Board
Minutes
Monday, July 22, 2024**

Mr. McKennitt pointed out that he is connecting also with Public Works and other committees to gather information regarding end-of-year reviews input.

Ms. Hartman reported on:

- MCI and the importance to pause, remember and honor the history of that location. Consideration for exploring ways to show respect to this property and process going forward.
- Concord Housing Authority meeting expressed that there is a low vacancy rate. Also, discussions around concerns over Smart Meters, where a respectful conversation and a compromised solution took place.
- Agriculture Committee discussed working towards Ag Day, which is September 7th, fund raising events are being announced soon.

Select Board Chair, Mary Hartman opened the discussion

Discuss Preliminary Concept for the Concord 250 Arts, Literature, and Music Subcommittee Mural Design at the Concord Visitor's Center.

A preliminary design was discussed for a Wayfinding sign to be installed near the Visitor Center for the Town's 250th Anniversary events. The sign, designed by artist Steve Bermundo, will provide information to visitors when the visitor center is closed. The installation, requiring minimal maintenance, was set to be carried out by Bill Crosby, and a vote was suggested for final approval.

Ms. Hartman expressed support and thanked the subcommittee for their hard work on this project and the Select Board looks forward to the approval review when they are ready.

Discuss and Vote on the Statement of Purpose for the proposed Town 250th Gift Account

Gary Clayton reviewed the Statement of Purpose for the Select Board's discussion. Discussing in detail how the establishment of the 250th Gift Account will improve the donor experience and allow allocated funds to be directed throughout the celebration course.

Ms. Rovelli expressed interest in hearing coordination in pointing donors to the appropriate fund. Mr. Clayton continued discussing using this vehicle for specific projects presented to the Corporation by the Executive Committee for funding.

Town Manager, Lafleur and Chief Financial Officer, Anthony Ansaldi stated that the language was revised to clarify that the funds are for the 250th celebrations specifically moved to a Ceremonies and Celebrations committee gift account.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted**: to approve the Statement of Purpose for the proposed Town 250th Gift Account to be established as amended in this meeting.

Mr. McKennitt stated to implore everyone to benefit the Celebration and share collectively.

**Town of Concord
Select Board
Minutes
Monday, July 22, 2024**

Discuss the Concord Municipal Affordable Housing Trust Annual Report Update

Mr. Bergman discussed the progress and future of the Concord Municipal Affordable Housing Trust. The trust has received \$4.6 million since the town started setting aside funds in 2019, with half a million dollars received this year alone. The trust is seeking \$740,000 for the next fiscal year, including a one-time amount of \$240,000 from the housing authority.
Housing Projects and Trust Funding

Also discussing the Concord Housing Development Corporations plan to apply to the Trust for building larger housing units in the coming month, seeking transparency on costs upfront. The Select Board reaffirmed support for the Trust and allocating funds towards priority housing projects.

Ms. Hartman focused on the need for the funds that keep people supportive of this initiative with the strong source of funding that we had hoped for. Mr. Bergman further clarified the limitations of the funds. The full recording is available on the Select Board webpage.

Discuss Solid Waste and Recycling Curbside Program Update

Ms. St. John, Program Analyst and Mr. Miklosko, Highway Grounds Superintendent presented an update on the solid waste and recycling curbside program. The current program is a subscriber-based offer, with 6- month renewal options. Curbside dual stream recycling service, manually handling and disposed of to subscribers. Also mentioned were Hazardous waste collection, bulk item picks up. Further discussion of the automation of this system to be more efficient and reduce costs.

Ms. Rovelli pointed out the FAQ highlights rate increases and should be addressed in the updates. Mr. Howell also asked if there would be route changes as part of this ongoing project update. Ms. St. John clarified that yes, as the focus is on efficiency, routes could change. Corrugated items are required to fit inside the containers. The team is considering many options for electric service trucks and the cost associated with these changes.

Discuss Fiscal Year 2025 Regional Housing Services Office Intermunicipal Agreement and Vote to Authorize the Town Manager to Execute the Agreement

Liz Rust, Director of the Regional Housing Services. Requesting support from the Select Board for a 1-year amendment agreement. Ms. Rust continued reviewing the service model, regional housing service office success since 2011. Ms. Rust further stated that Concord plays two roles, using the services as well as Lead Community.
Mr. McKennitt appreciated the summary presented and the multi-communities that are served. Ms. Hartman discussed sharing information regarding AMI, and where to find a chart for 80% or 100% per household, under the FAQ's, the HUD website does not reflect 100%.
Mr. Howell followed up with questions regarding the number of households in Concord with incomes at 80% to understand what an inventory of 411 units represents.

**Town of Concord
Select Board
Minutes
Monday, July 22, 2024**

Ms. Hartman pointed out that Lexington has more available units, Ms. Rust clarified the amount of work involved in Concord ownership units, and resale of units. For the full discussion please visit the Select Board webpage for recording.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted**: to approve to authorize the Town Manager to Execute the Agreement.

Adjournment

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted**: to adjourn the meeting at 8:46 PM

Meeting Materials:

[Select Board Meeting Packet July 22, 2024](#)

[Select Board Recording July 22, 2024](#)

DRAFT



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

To: Concord Select Board
From: Shannon McAndrew, Management Specialist
Date: August 5, 2024
Re: Gift Acceptance to the Town 250 Gift Account

The Select Board must accept gifts in the amount of \$500.00 or more. Included in the Consent Agenda of your meeting packet is a donation from the Coeur de Lion Commandery #34 to the Town 250 Gift Account in the amount of \$500.00 in honor of Maynard Forbes.

Town 250 Gift Account \$500.00

Accepted: _____
Select Board Clerk

Date: _____



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: August 5, 2024

Re: One Day Liquor Licenses for Jen Verrill of Verrill Farm

Included in your meeting packet are three One Day Liquor License application for Jen Verrill of Verrill Farm. These applications are for:

- Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for the Cornell Family Dinner on Wednesday, August 21, 2024 from 6:00 PM – 8:00 PM
- Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for the Stone Soup Dinner on Saturday, September 21, 2024 from 5:30 PM – 8:00 PM
- Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for the Neighborhood Gathering on Saturday, September 28, 2024 from 5:00 PM – 9:00 PM

All events will take place at Verrill Farm, 11 Wheeler Road.

Jen Verrill keeps an active file of TIPS Certifications for bartenders from SimplyServe (currently 9 bartenders) with the Town Manager's Office, which I have confirmed is up to date. These applications are complete with payment.

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Wednesday, June 26, 2024 3:28:22 PM

One Day Special Liquor Licenses

Company or Organization	Verrill Farm
Applicant Name	Jennifer Verrill
Email Address	jen@verrillfarm.com
Applicant Address	11 Wheeler Rd
City	Concord
State	Massachusetts
Zip Code	01742
Phone Number	9788355638
Name of Event	Cornell Annual Dinner
Activity Is	For Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	8/21/2024 6:00 PM
End Time	8:00 PM
Premises to be Licensed	Verrill Farm LLC
City	Concord
State	Massachusetts
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

1st one-day license for Organization? No

If NO, number of years licensed? 8

More than 100 in attendance? No

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

I acknowledge and accept the above statement of liability Jennifer Verrill

APPLICATION FEE \$75.00

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

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

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING

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

I acknowledge and Copies of card(s) will be mailed separately to the Town

agree to the Town of Manager's Office
Concord's TIPS
Training Policy as
outlined above.

(Section Break)

UNDER 21 POLICY

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

I certify that Concord's *Field not completed.*
Under 21 Policy, as
outlined above, will be
followed.

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

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Wednesday, June 26, 2024 3:30:12 PM

One Day Special Liquor Licenses

Company or Organization	Verrill Farm
Applicant Name	Jennifer Verrill
Email Address	jen@verrillfarm.com
Applicant Address	11 Wheeler Rd
City	Concord
State	Massachusetts
Zip Code	01742
Phone Number	9788355638
Name of Event	Stone Soup Dinner
Activity Is	For Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	9/22/2024 5:30 PM
End Time	8:00 PM
Premises to be Licensed	Verrill Farm LLC
City	Concord
State	Massachusetts
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

1st one-day license for Organization? No

If NO, number of years licensed? 8 plus

More than 100 in attendance? Yes

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

I acknowledge and accept the above statement of liability Jennifer Verrill

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

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

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

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

I acknowledge and Copies of card(s) will be mailed separately to the Town

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

Manager's Office

(Section Break)

UNDER 21 POLICY

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

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

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

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

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Wednesday, July 17, 2024 11:05:23 AM

One Day Special Liquor Licenses

Company or Organization	Verrill Farm
Applicant Name	Jeanine Calabria/Jennifer Verrill
Email Address	jen@verrillfarm.com
Applicant Address	11 Wheeler Rd
City	Concord
State	Ma
Zip Code	01742
Phone Number	9783694494
Name of Event	Neighborhood Gathering
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	9/28/2024 5:00 PM
End Time	9:00 PM
Premises to be Licensed	Verrill Farm LLC
City	Concord
State	Ma
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? Yes

1st one-day license for Organization? No

If NO, number of years licensed? 10 plus

More than 100 in attendance? No

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

I acknowledge and accept the above statement of liability Jennifer Verrill

APPLICATION FEE \$75.00

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

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

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING

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

I acknowledge and Copies of card(s) will be mailed separately to the Town

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

Manager's Office

(Section Break)

UNDER 21 POLICY

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

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

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

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



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: August 5, 2024

Re: One Day Liquor License for Sara Killelea of Concord Country Club

Included in your meeting packet is a One Day Liquor License application for All Alcoholic Beverages for Sara Killelea of Concord Country Club for the MET League Field Day on Thursday, August 22, 2024 from 2:00 PM – 10:00 PM at Concord Country Club, 246 ORNAC.

Sara Killelea (General Manager) keeps an active file of TIPS Certifications for Concord Country Club bartenders with the Town Manager's Office, which I have confirmed is up to date. This application is complete with payment.

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Thursday, July 25, 2024 10:47:35 AM

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	MET league field day
Activity Is	Non-Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	8/22/2024 2:00 PM
End Time	10:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

1st one-day license for Organization? No

If NO, number of years licensed? 20+

More than 100 in attendance? No

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

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

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

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

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING

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

I acknowledge and Copies of card(s) will be mailed separately to the Town

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

Manager's Office

(Section Break)

UNDER 21 POLICY

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

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

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

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



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: August 5, 2024

Re: Sunday Entertainment License for Katherine Lague of the Concord Players

Included in your meeting packet is an application for several Sunday Entertainment Licenses for Katherine Lague of the Concord Players for their 2024 – 2025 schedule of performances, all to take place at the 51 Walden Performing Arts Center at 51 Walden Street from 1:00 PM – 7:00 PM. The application dates are:

- Sunday, November 11, 2024
- Sunday, November 17, 2024
- Sunday, February 16, 2025
- Sunday, February 23, 2025
- Sunday, May 4, 2025
- Sunday, May 11, 2025
- Sunday, June 22, 2025

This application is complete with payment.

THE COMMONWEALTH OF MASSACHUSETTS

Town OF Concord



State Fee, \$ 14.00
Municipal Fee, \$ 390.00

LICENSE

For PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is The Concord Players, Inc. in or on the property at No. 51 Walden St. (address)

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

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
11/10/24 11/17/24	1pm-7pm	Performances of How I Learned to Drive
2/14/25 2/23/25	1pm-7pm	Performances of Shakespeare in Love
5/14/25 5/11/25	1pm-7pm	Performances of Urinetown
6/22/25	1pm-7pm	Performances of Songs for a New World

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

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

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

other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

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

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

RECEIVED
JUL 15 2024

TOWN OF CONCORD

TOWN OF CONCORD
TOWN MANAGER'S OFFICE

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

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

Application Date: 7/9/2024
Applicant Name (print): The Katherine League
Applicant Address: PO Box 22
Concord, MA 01742
Name of Organization: The Concord Players
Telephone #: 978-369-2990

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

Sunday Entertainment License for: performance of Concord Players
main stage productions

(insert description of Entertainment)

in or on the property at 51 Walden St. Street

on 11/10/24, 11/17/24, 2/16/25 from 1 PM to 7pm PM
2/23/25 (date) 5/4/25, 5/11/25, 6/22/25

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

Town Fee Paid \$ 350.00 State Fee Paid \$ 14.00

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

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



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: August 5, 2024

Re: Sunday Entertainment License for Carole Wayland of 51 Walden Performing
Arts Center

Included in your meeting packet is an application for a Sunday Entertainment
Licenses for Carole Wayland of 51 Walden Performing Arts Center for a
performance of the Concord Sonata on Sunday, September 8, 2024 from 2:00 PM to
4:00 PM.

This application is complete with payment.

State Fee, \$ 2.00
Municipal Fee, \$ 50.00

THE COMMONWEALTH OF MASSACHUSETTS

Town OF Concord



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is 51 Walden Performing Arts Center in or on the property at No. 51 Walden Street, Concord, MA 01742 (address)

The Licensee or Authorized representative, Carole Wayland in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
<u>9/18/24</u>	<u>2PM-4PM</u>	<u>Performance of The Concord Sonata</u>

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

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

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

Do not write in this box

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

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

Received +
Paid - 7/22/24

TOWN OF CONCORD

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

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

Application Date: 7/18/24
Applicant Name (print): Carole Wayland
Applicant Address: 6 Abbott Lane Apt. 6
Concord MA 01742
Name of Organization: 51 Walden, Inc
Telephone #: 978 369-6791

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

Sunday Entertainment License for: Concert performance of
The Concord Sonata by Louise Bequette
(insert description of Entertainment)

in or on the property at 51 Walden St Street
on 7/18/24 (date) from 2 PM to 4 PM

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

Town Fee Paid \$ 50 State Fee Paid \$ 2

Please complete and return this form, Form 90, and payments to: Town of Concord
If mailing, mail to: Selectmen's Office, Town House, P.O. Box 535, Concord, MA 01742



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: August 5, 2024

Re: One Day Liquor Licenses for Jen Verrill of Verrill Farm

Included in your meeting packet are three One Day Liquor License application for Jen Verrill of Verrill Farm. These applications are for:

- **Retroactive approval** for Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for the Sinflower Soiree on Thursday, August 1, 2024 from 5:30 PM – 7:00 PM
- Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for the Cornell Family Dinner on Wednesday, August 21, 2024 from 6:00 PM – 8:00 PM
- Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for the Stone Soup Dinner on Saturday, September 21, 2024 from 5:30 PM – 8:00 PM
- Wines & Malt Beverages Only for Jennifer Verrill of Verrill Farm for the Neighborhood Gathering on Saturday, September 28, 2024 from 5:00 PM – 9:00 PM

All events will take place at Verrill Farm, 11 Wheeler Road.

Jen Verrill keeps an active file of TIPS Certifications for bartenders from SimplyServe (currently 9 bartenders) with the Town Manager's Office, which I have confirmed is up to date. These applications are complete with payment.

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Monday, July 22, 2024 10:33:11 AM

One Day Special Liquor Licenses

Company or Organization	Verrill Farm
Applicant Name	Jennifer Verrill
Email Address	jen@verrillfarm.com
Applicant Address	11 Wheeler Rd
City	Concord
State	Massachusetts
Zip Code	01742
Phone Number	9788355638
Name of Event	Sunflower Soiree
Activity Is	For Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	8/1/2024 5:30 PM
End Time	7:00 PM
Premises to be Licensed	Verrill Farm LLC
City	Concord
State	Massachusetts
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

1st one-day license for Organization? No

If NO, number of years licensed? 8 plus

More than 100 in attendance? No

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

I acknowledge and accept the above statement of liability Jennifer Verrill

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

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

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

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

I acknowledge and Copies of cards have been included with this application, Copies

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

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

(Section Break)

UNDER 21 POLICY

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

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

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

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

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Wednesday, June 26, 2024 3:28:22 PM

One Day Special Liquor Licenses

Company or Organization	Verrill Farm
Applicant Name	Jennifer Verrill
Email Address	jen@verrillfarm.com
Applicant Address	11 Wheeler Rd
City	Concord
State	Massachusetts
Zip Code	01742
Phone Number	9788355638
Name of Event	Cornell Annual Dinner
Activity Is	For Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	8/21/2024 6:00 PM
End Time	8:00 PM
Premises to be Licensed	Verrill Farm LLC
City	Concord
State	Massachusetts
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

1st one-day license for Organization? No

If NO, number of years licensed? 8

More than 100 in attendance? No

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

I acknowledge and accept the above statement of liability Jennifer Verrill

APPLICATION FEE \$75.00

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

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

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING

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

I acknowledge and Copies of card(s) will be mailed separately to the Town

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

Manager's Office

(Section Break)

UNDER 21 POLICY

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

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

Field not completed.

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

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Wednesday, June 26, 2024 3:30:12 PM

One Day Special Liquor Licenses

Company or Organization	Verrill Farm
Applicant Name	Jennifer Verrill
Email Address	jen@verrillfarm.com
Applicant Address	11 Wheeler Rd
City	Concord
State	Massachusetts
Zip Code	01742
Phone Number	9788355638
Name of Event	Stone Soup Dinner
Activity Is	For Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	9/22/2024 5:30 PM
End Time	8:00 PM
Premises to be Licensed	Verrill Farm LLC
City	Concord
State	Massachusetts
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

1st one-day license for Organization? No

If NO, number of years licensed? 8 plus

More than 100 in attendance? Yes

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

I acknowledge and accept the above statement of liability Jennifer Verrill

APPLICATION FEE \$75.00

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

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

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING

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

I acknowledge and Copies of card(s) will be mailed separately to the Town

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

Manager's Office

(Section Break)

UNDER 21 POLICY

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

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

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

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

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Wednesday, July 17, 2024 11:05:23 AM

One Day Special Liquor Licenses

Company or Organization	Verrill Farm
Applicant Name	Jeanine Calabria/Jennifer Verrill
Email Address	jen@verrillfarm.com
Applicant Address	11 Wheeler Rd
City	Concord
State	Ma
Zip Code	01742
Phone Number	9783694494
Name of Event	Neighborhood Gathering
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	9/28/2024 5:00 PM
End Time	9:00 PM
Premises to be Licensed	Verrill Farm LLC
City	Concord
State	Ma
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? Yes

1st one-day license for Organization? No

If NO, number of years licensed? 10 plus

More than 100 in attendance? No

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

I acknowledge and accept the above statement of liability Jennifer Verrill

APPLICATION FEE \$75.00

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

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

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING

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

I acknowledge and Copies of card(s) will be mailed separately to the Town

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

Manager's Office

(Section Break)

UNDER 21 POLICY

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

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

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

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



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: August 5, 2024

Re: One Day Liquor License for Sara Killelea of Concord Country Club

Included in your meeting packet is a One Day Liquor License application for All Alcoholic Beverages for Sara Killelea of Concord Country Club for the MET League Field Day on Thursday, August 22, 2024 from 2:00 PM – 10:00 PM at Concord Country Club, 246 ORNAC.

Sara Killelea (General Manager) keeps an active file of TIPS Certifications for Concord Country Club bartenders with the Town Manager's Office, which I have confirmed is up to date. This application is complete with payment.

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Thursday, July 25, 2024 10:47:35 AM

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	MET league field day
Activity Is	Non-Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	8/22/2024 2:00 PM
End Time	10:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

1st one-day license for Organization? No

If NO, number of years licensed? 20+

More than 100 in attendance? No

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

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

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

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

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING

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

I acknowledge and Copies of card(s) will be mailed separately to the Town

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

Manager's Office

(Section Break)

UNDER 21 POLICY

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS
TOWN OF CONCORD
SELECT BOARD

PROCLAMATION

India Day
August 15, 2024

- WHEREAS* India is the largest free democratic country in the world, with an unparalleled, rich cultural heritage, and
- WHEREAS* after generations of subjugation under British rule and a long campaign of nonviolent protests led by Mahatma Gandhi, the 1947 Indian Independence Act ushered in a new age of freedom for the people of India, and
- WHEREAS* on August 15, 1947, India gained her independence from two hundred years of colonial rule with peaceful civil disobedience and nonviolence. That movement in turn became an inspiration to fight against inequality and injustice in the world, including the movement led by Martin Luther King Jr. in the U.S.A; and
- WHEREAS* the Constituent Assembly of India created a most democratic constitution of its own, taking clues from the British, American and French constitutions; and
- WHEREAS* in 1950, India became a republic and adopted a pluralist and democratic Constitution that gave equal rights to all citizens regardless of faith and other identity markers; and
- WHEREAS* India's Constitution guaranteed there would be no discrimination on the basis of caste, creed, color or sex; and
- WHEREAS* India has shown an unsurpassed growth in education, health, agriculture, and technology since its independence 77 years ago; and
- WHEREAS* India's Independence Day is celebrated by over 1.4 billion people across the country with flag-hoisting ceremonies, kite-flying, and parades; and
- WHEREAS* 29 million Indians residing outside India and overseas Indians comprising the world's largest overseas diaspora; and
- WHEREAS* with a population of more than 4.9 million in the US, Indian Americans make up approximately 1.35% of the U.S. population, forming the second-largest immigrant group in the United States, who contribute greatly to the social, economic, and civic health of the nation; and

WHEREAS

India is a nation extraordinarily unique as a cultural mosaic of people embracing a prodigious diversity of ethnic groups, religions, languages, customs, traditions, clothing, manners, food habits, climatic conditions and natural resources, and yet presenting an underlying unity; and

WHEREAS

this year, India will proudly mark its 78th Independence Day on the 15th of August, honoring 77 years of her treasured freedom; a nation proud of her heritage

NOW THEREFORE

We, the Select Board of Concord do hereby proclaim the 15th day of August 2024 to be:

INDIA DAY

And encourage all residents of Concord to join the Select Board in honoring the special significance of India Day through community activities to joyfully celebrate India.



CONCORD SELECT BOARD

Proclaimed this 5th day of August 2024



Town of Concord

Weekly Operations Report

2024 Volume 27/July 26th, 2024

General Administration

Town Clerk

Vote by Mail ballots have been mailed to those who requested them specifically for the State Primary or for all elections this year.

Track my ballot: <https://www.sec.state.ma.us/WhereDoIVoteMA/TrackMyBallot>

Vote by Mail Postcard Applications have been mailed by the State Elections Division to voters who may still be considering the option to vote by mail or those who selected all elections this year but did not specify a party ballot and are currently not enrolled in a party (unenrolled or independent voters).

Important Deadlines for the September 3rd Primary:

- Voter Registration Deadline: 5:00 pm on Saturday, August 24th
- Vote by Mail Application Deadline: 5:00 pm on Monday, August 26th
- In Person Absentee Voting Deadline: 5:00 pm on Friday, August 30th

Early In-Person Voting at the Town House for the September 3rd Primary:

Saturday, August 24th: 9:00 am – 3:00 pm

Monday, August 26th: 8:30 am – 4:30 pm

Tuesday, August 27th: 8:30 am – 4:30 pm

Wednesday, August 28th: 8:30 am – 4:30 pm

Thursday, August 29th: 8:30 am – 4:30 pm

Friday, August 30th: 8:30 am – 12:30 pm

Voting on Election Day, September 3, 2024:

Polls will be open from 7:00 am until 8:00 pm

Precinct 1: 141 Keyes Road – Planning & Land Management Building

Precinct 2: 1276 Main Street – Harvey Wheeler Community Center

Precinct 3: 1276 Main Street – Harvey Wheeler Community Center

Precinct 4: 90 Stow Street – **back at Hunt Recreation Center**

Precinct 5: 90 Stow Street – **back at Hunt Recreation Center**

Find my election information:

<https://www.sec.state.ma.us/WhereDoIVoteMA/WhereDoIVote>

Human Resources

Congratulations to our June **GEM** Lottery Award winner Sara Dempster from the Library!

For **G**oing the **E**xtra **M**ile, Sara will receive a \$25.00 gift certificate to a local business to enjoy! Follow this link to learn more about the GEM Program:

[Town of Concord \(concordma.gov\)](https://www.concordma.gov)

If you know someone who has gone the extra mile and deserves recognition,

nominate them at [GEM-Form \(concordma.gov\)](https://www.concordma.gov). Completed forms can be submitted to Magnolia Begley at Human Resources: mbegley@concordma.gov.



Fire Department

Calls for Service

Monday, July 15 - Sunday, July 28, 2024

During the two-week period between July 15 and July 28, the Concord Fire Department responded to 181 calls for service including a kitchen fire that had self-extinguished and was discovered by contractors starting work for the day. There was extensive damage and there were no injuries.

Training

Crews have been training on forcible entry using a new prop that the department purchased. Designed to simulate several types of door and lock configurations, as well as a cutting station to learn the method of cutting different materials safely.

Fire Prevention

Real estate transaction inspections have been up lately; each time a residential real estate transaction occurs, a fire department inspection is required to verify a code compliant fire alarm system. Additionally, fire prevention has been busy with quarterly inspections of hotels, plan reviews and permitting.



Police Department

Calls for Service

Thursday, July 18 - Wednesday, July 24, 2024

- Log items: **703**
- Traffic enforcement: **44**
- Motor vehicle stops: **100**
- Motor vehicle crashes and/or paper exchanges: **11**
- Arrests: **3**

On July 17th, Detective Timothy McGonagle was temporarily assigned to the role of acting sergeant.

Officers were assigned to monitor traffic and pedestrian concerns at both White Pond and Walden Pond from July 20th-21st.

Officers assisted with traffic control on July 20th at a wedding and reception located at 675 Sudbury Road.

Council On Aging

Hiking

Bob White, Concord Trail Leader (pictured far right) led a group of Concord senior residents at October Farm, where William Brewster, who was first president of the Massachusetts Audubon Society, once had a sanctuary and famously made many bird observations. The group hiked and observed for 90 minutes following the Concord River then around Holden Hills and up Dakin Hill.



BBQ Lunch

Thanks to the blazin' hands of the Concord Fire Department, nearly 100 senior residents enjoyed a drive-through BBQ Lunch at the Council on Aging on Wednesday. Thank you to Chief Thomas Judge organizer Sean Murphy of The Concord Firefighters Association for their continued support and interest in our Town's vibrant senior community. Special thanks to the good folks at Twin Seafood for the loan of the grill.





All under control by able hands...

COA volunteer Jane Haynes was happy to pull up for her grilled BBQ delights



The COA's Chris Choate keeps things moving and in order...



Delicious...

Community Services

Back-to-School Backpack Drive

The town's annual Backpack Drive has begun! This summer marks the 10th year that Concord's Community Services will be distributing donated backpacks and school supplies to low-income Concord families struggling to pay rent and feed their children. Students and their parents are invited to the Community Services office to choose a backpack for the new school year. Donations come from Concord residents, town employees, and local businesses. Many families participate in the Backpack Drive each year!

Kerry Lafleur

From: Kerry Lafleur
Sent: Sunday, August 4, 2024 1:48 PM
To: Mary Hartman; Mark Howell; Terri Ackerman; Cameron McKennitt; Wendy Rovelli
Cc: SMT; Russell Karlstad; Leigh Jackson; Aaron Miklosko; Steve Dookran; Christopher Carmody
Subject: Agenda Item: ARPA Priorities 08.05.2024
Attachments: APRA Spending Priorities 06222022.pdf; ARPA Summary 08.03.2024.xlsx; FY26 - 30 CIP 08.03.2024.xlsx

Good afternoon,

One of the items on your agenda for Monday, August 5, 2024 is to receive an update on the Town's ARPA grant. This item was originally scheduled for August 19, 2024 but pulled forward as other items were not ready for discussion. This item is still not at 100%, but close enough for review & discussion.

Attached you will find a spreadsheet showing the total grant award (\$5,654,719) and the allocations to date. Additionally, you will see the list of requests pending. In accordance with guidance provided by the Select Board when the grant was received (FY22), our intent was to allocate roughly 20-25% of the grant each year, FY22 – 26, as a part of the budget/ CIP process. Tentative allocations were made for FY25, but for a variety of reasons, including word that MCI-Concord would be closing, we have yet to finalize awards for FY25.

As you will see, many of the items funded to date fall under the category of “seed” funding for programs, initiatives, etc. Some were successful, others still in process, and then some no longer needed (funding for the Parking Meter program). We are in the process of determining what previously allocated funding can be recaptured and reallocated and will update the document within the next few days.

The intent of circulating this list now is to gather your feedback before a plan for FY25 is finalized and to understand priorities moving forward, i.e. for “FY26.” I will note that even though the Town received this grant in FY22 and 23 as lost revenue under the federal government directive, it appears that the feds still want us to adhere to the spending timetable established as if we received it as a general Covid-19 Pandemic grant, that is, commit all funds by December 31, 2024 and expend all funds by December 31, 2026. I believe we can commit all fund by 12/31/24 through grant agreements, but that means we will need to commit our “FY26” program early. I have attached a memorandum sent to the Board in June 2022 which may be helpful in understanding our history with this grant. I will also note that CPS/ CCRSD received its own set of grants (ESSR) for Covid-19 relief.

Finally, I am adding the first **DRAFT** of the FY26 – 30 Capital Improvement Plan. Generally, this document shows what the plan would look like if we merely rolled the FY25 – 29 plan forward and added year 6. (**Note:** we do maintain a 10-year plan, but I am only showing 5-years here.) The one exception is that we have now included our 5-year maintenance needs for municipal buildings, based upon the recently completed survey by Facilities Director, Russ Karlstad. I have also plugged in our two major facilities projects: Public Works and Public Safety; as well as including a placeholder amount for road maintenance. We will be opening our FY26 – 30 CIP process next month and will have better, more detailed estimates at that time.

I am including the draft CIP document, not for discussion or distribution at this time, but rather to help frame all of our non-operating needs. Further, I hope this *sneak peak* at the FY26- 30 CIP helps in your understanding of why it will be very difficult to fund other project requests such as additional development at Gerow Park, in the foreseeable future.

Grant Award	\$ 5,654,719
--------------------	---------------------

FY	Amount
FY22	\$ 800,000
FY23	\$ 900,000
FY24	\$ 1,320,000
Committed:	\$ 3,020,000

Balance to Award	\$ 2,634,719
-------------------------	---------------------

Anticipated Commitments	
FY25	\$ 1,320,000
FY26	\$ 1,314,719

APRA Spending Allocations	approved		approved		plan			
	FY22/ 23	Balance	FY2024	Balance	FY2025		FY2026	
		Available		Available	Req	Rec	Req	Rec
General Fund								
General Government	\$ 425,000		\$ 640,000	\$ -	\$ 225,000	\$ 125,000	\$ -	\$ -
Cell Service, due diligence for site evaluation	\$ 25,000							
Lost Revenue (pandemic, Parking Meters)	\$ 400,000							
250th Celebration, General			\$ 500,000					
DEI Initiatives			\$ 75,000					
Strategic Planning			\$ 25,000					
Technology, GIS data gathering & development			\$ 40,000					
Technology, Munis Payroll					\$ 100,000			
250th Celebration, Trees					\$ 125,000	\$ 125,000		
Department of Planning & Land Management	\$ 975,000		\$ -	\$ -	\$ 125,000	\$ -	\$ 800,000	\$ -
Affordable Housing, CMAHT	\$ 500,000							
Affordable Housing, CMAHT (additional funding request, anticipated)							\$ 500,000	
Affordable Housing, due diligence for site evaluation	\$ 30,000							
Transportation Initiatives, Study + matching funds	\$ 200,000							
Transportation Initiatives, Study, additional funding					\$ 75,000			
Economic Development, start-up	\$ 125,000							
Economic Development, Trolley Demonstration Project	\$ 100,000							
Economic Vitality, various initiatives					\$ 50,000		\$ 50,000	
Cultural Arts, seed funding	\$ 20,000							
Thoreau Farm Trail, matching fund request, anticipated							\$ 250,000	
Public Safety	\$ 300,000		\$ 150,000	\$ -	\$ 458,480	\$ -	\$ 150,000	\$ -
Hazard Pay, pandemic	\$ 300,000		\$ -		\$ -		\$ -	
EV Infrastructure, Level 3 Charger			\$ 150,000		\$ 100,000			
Body-Worn Cameras, replacement								
ALS/ Paramedic Equipment (Cardiac Monitor, IV Pump, medication storage)					\$ 200,480			
ALS/ Paramedic Service, start-up (in addition to grant)					\$ 150,000		\$ 150,000	
Public Works	\$ -		\$ 530,000	\$ -	\$ 2,832,000	\$ -	\$ -	\$ -
Facilities Study, Public Works & Public Safety Feasibility			\$ 150,000					
Facilities, Municipal Building Energy Audit			\$ 100,000					
Facilities, Court Resurfacing, Emerson & Rideout			\$ 130,000					
Facilities, HWCC Kitchen Renovation					\$ 900,000			
Facilities, Doug White Field, feasibility					\$ 100,000			
Baker Avenue Culvert					\$ 1,000,000			
Traffic Signals & Signage					\$ 257,000			
Main Street/ Baker Avenue Intersection, additional funding					\$ 450,000			
Stormwater Management Fund, feasibility			\$ 100,000					
Water, MWRA Feasibility			\$ 50,000					
Route 2 Corridor Study					\$ 50,000			
White Pond, Drainage Study					\$ 75,000			
Total - ARPA Allocations & Pending Requests	\$ 1,700,000		\$ 1,320,000	\$ -	\$ 3,640,480	\$ 125,000	\$ 950,000	\$ -
Total: ARPA Grant	\$ 5,654,719							
Balance to Allocate	\$ 3,954,719		\$ 2,634,719		\$ (1,005,761)	\$ (125,000)	\$ (1,955,761)	\$ (125,000)

Tentatively included, FY25:

765,480

FY	Amount Committed		Available Balance
22	\$ 400,000.00	Lost Revenue/ Parking Meter Receipts: meters shut off during significant portion of pandemic resulting in loss of revenue; contractual and other fixed costs must be paid. 2021 Annual Town Meeting voted to approve.	
22	\$ 100,000.00	Trolley Demonstration Project: seasonal transportation generally targeted at tourists following a fixed route, 7-days per week. Collecting ridership data to support FLAP grant to create permanent service in time for 2025.	
22	\$ 300,000.00	Premium/ Hazard Pay, as allowed under ARPA, combined with up to \$150,000 of local funds (FY22) for a total program expenditure of up to \$450,000.	
	\$ 800,000.00	FY22 Total	

FY	Amount Committed		Available Balance
23	\$ 500,000.00	Affordable Housing: annual request from CMAHT; appropriated from Free Cash to be backfilled with ARPA	
23	\$ 200,000.00	Transportation Initiatives: transportation study; improvements; grant matching funds; transportation planner (PT to FT). Will seek input from TAC before a formal proposal is brought forward. Fund now to leverage grant funds currently available.	
23	\$ 125,000.00	Economic Development Initiatives: consultant or staff position. Will seek input from EVC, CBP, Chamber of Commerce before a formal proposal is brought forward. Fund now to leverage grant funds currently available.	
23	\$ 30,000.00	Affordable Housing: In Spring 2023, based upon 2020 Census, Town is projected to be 8 - 20 units of affordable housing short of 10%, leaving it open to 40B development applications. Town needs to develop an inventory of all potential units to be added to SHI and develop a strategic plan to identify up to 20 units. This scope of work does not fall under current contract with RHSO. Will seek input from CMAHT, CHDC, RHSO & staff before a formal proposal is brought forward.	
23	\$ 25,000.00	Cell Service: (up to) in the event that service study needs to be updated; fund any due diligence expenses related to specific sites.	
23	\$ 20,000.00	Cultural Arts: Town spends less in this area than neighbors and other peers; art relieves stress, fosters community; multi-generational linkages. Will seek input from various groups before bringing a proposal forward.	
	\$ 900,000.00	FY23 Committed Total	

FY24 Target:		\$ 1,320,000	
Amount	Description	Justification	Town Priorities
\$ 500,000	250th Celebration: To pay for expenses of the 250th Anniversary Celebration Commemorating the historic battles of Concord and Lexington.	To pay for expenses of the 250th Anniversary Celebration Commemorating the historic battles of Concord and Lexington.	
\$ 150,000	Level 3 Charging, Public Safety: Installation is needed to make efficient use of the department's electric fleet. In accordance with the Fleet Electrification Study.	Installation is needed to make efficient use of the department's electric fleet. In accordance with the Fleet Electrification Study.	Sustainability
\$ 150,000	Facilities Study: Town appropriated \$150,000 in 2014 for a CPW Feasibility Study, and is now positioning itself to move forward. On a parallel path, the Town would also like to explore options for Public Safety. Project funding will be combined to explore all options relative to both facilities.	Town appropriated \$150,000 in 2014 for a CPW Feasibility Study, and is now positioning itself to move forward. On a parallel path, the Town would also like to explore options for Public Safety. Project funding will be combined to explore all options relative to both facilities.	Capital
\$ 130,000	Park Improvements: Emerson Basketball & tennis court rehabilitation; Rideout Basketball & tennis court rehabilitation. Projects eliminated from CIP due to lack of resources.	Emerson Basketball & tennis court rehabilitation; Rideout Basketball & tennis court rehabilitation. Projects eliminated from CIP due to lack of resources.	Capital
\$ 100,000	Stormwater Management Fund: Evaluate feasibility of creation of fund. Revenue to fund future stormwater infrastructure maintenance and improvements.	Evaluate feasibility of creation of fund. Revenue to fund future stormwater infrastructure maintenance and improvements.	Sustainability; Capital
\$ 100,000	Municipal Buildings Energy Audit: Working with a vendor, explore options for energy efficiency and implement recommendations. This funding to be combined with the remaining Sawyer Trust Funds (approximately \$75,000)	Working with a vendor, explore options for energy efficiency and implement recommendations. This funding to be combined with the remaining Sawyer Trust Funds (approximately \$75,000)	Sustainability
\$ 75,000	DEI Initiatives: Advancing initiatives identified by the DEI Commission & the Town's DEI Consultant	Advancing initiatives identified by the DEI Commission	SB: C1-3; TM 2
\$ 50,000	Water Due Diligence: Town is investigating the feasibility of joining MWRA, the cost of which would be borne by the Water Enterprise Fund. Approximately 95% of residents are served by municipal water, but 5% are not for a variety of reasons. Funds would be used to determine the feasibility of providing municipal water to remaining residents.	Town is investigating the feasibility of joining MWRA, the cost of which would be borne by the Water Enterprise Fund. Approximately 95% of residents are served by municipal water, but 5% are not for a variety of reasons. Funds would be used to determine the feasibility of providing municipal water to remaining residents.	Sustainability; Capital
\$ 40,000	GIS: Additional data gathering and development.	Additional data gathering and development.	Sustainability; Capital: Economic Vitality
\$ 25,000	Municipal, Strategic Planning: Demand for increase in municipal services is tremendous. The organization has grown fast; segments are disconnected and sometimes siloed. Continued review of organization structure to better position for success. Collaboration building and development of common/ shared goals.	Demand for increase in municipal services is tremendous. The organization has grown fast; segments are disconnected and sometimes siloed. Continued review of organization structure to better position for success. Collaboration building and development of common/ shared goals.	SB: A; TM 1
\$ 1,320,000	Total		

FY25 Target: \$ 1,320,000

Amount	Description	Justification	Town Priorities	FY25 Original	Other Funding Sources?
\$ 100,000	Technology: Munis Payroll/ HCM Implementation	Town has migrated to new Financial ERP (Munis), but processes Payroll through ADP and HRIS through Cornerstone. Munis offers both modules; operating all systems in one platform creates efficiencies.	Cost Savings; efficiency	yes	Technology Article
\$ 125,000	250th Celebration: Trees	Commitment made to match CPC funding allocation through CIP or ARPA. Not included in FY25 CIP.	Economic Vitality	yes	
\$ 75,000	Transportation Study: additional Initiatives	In conjunction with the TAC, the staff team managing the comprehensive transportation study is amending the goals of the study to align more with immediate and practical needs of the town. One of those needs is the development of a short-term capital plan for maintenance and improvements of existing transportation infrastructure, especially in key corridors within the town. The transportation infrastructure includes street pavement, bridges, sidewalks, crosswalks, traffic signals, signs, and other amenities along the corridors that are important to transportation. A capital plan for comprehensive improvements includes performing the preliminary work of getting a complete inventory of the infrastructure systems and their condition and developing an asset management plan. Currently, the Town has completed this work only on a couple of roadway infrastructure types and these are not yet part of the Transportation Study. The study current scope is limited to an understanding of the baseline transportation infrastructure and its relationship to people's use. The intent is to complete the remaining work to obtain the data necessary for all the transportation infrastructure within the key corridors, develop the asset management/capital plan and incorporate the results in the study.	Transportation; Climate Action	no	
\$ 50,000	Economic Vitality: Small Business Micro Grant	grant program (small <\$1 for Age Friendly and up to \$10K for food safety & efficiency equipment)	Economic Vitality	no	
\$ 100,000	EV Infrastructure, Public Safety: Level 3 Charger	Multiple electric vehicles, marked and unmarked, using Level 2 charger creating significant down time	Fleet Electrification; Climate Action	yes	Likely duplication
	Public Safety: Body-worn camera, replacement	Anticipate need to replace existing cameras prior to 250th event; still analyzing cost and funding options	Maintaining Capital & Infrastructure	no	
\$ 208,480	Public Safety: ALS/ Paramedic, equipment	Includes cardiac monitor, IV pump and medication cabinet; still analyzing cost and funding options	Public Safety	yes	
\$ 150,000	Public Safety: ALS/ Paramedic, operational start-up	Additional start up costs not covered in FEMA grant; still analyzing cost and funding options	Public Safety	no	
\$ 900,000	Facilities, HWCC: Kitchen Renovation	Improve the ADA access, kitchen functionality to increase service offerings, and to improve overall space utilization	Service to Seniors	no	

\$ 100,000	Facilities, Doug White Field: Feasibility	Investigate various options for surface replacement; design/ bid. Note: Recreation schedules the field but does not use it.	Recreational Opportunities	yes	
\$ 1,000,000	Infrastructure: Baker Avenue Culvert	CPW continues to evaluate the cause of the failure and repairs needed to this major culvert system that conveys stormwater flows from a pond at Concord Greene to the Assabet River. It is anticipated that the repairs will entail the replacement of the failed drop structure with a large concrete vault, the replacement of the triple incoming 30" pipes and of the control dam structure, and restoration of areas impacted by the work -road, sidewalk, stone wall, vegetated areas, etc. A preliminary estimate of \$1 million for this work and the estimate include, planning, engineering design, permitting, easements, and construction engineering and observation.	Maintaining Capital & Infrastructure	no	
\$ 257,000	Transportation: Traffic Signals & Signage		Transportation	yes	
\$ 450,000	Traffic/ Transportation: Main Street/ Baker Avenue Intersection, additional funding	This project to improve traffic movement and reduce congestion at this intersection is under final design with the goal of preparing bidding documents this Fall. The work involves substantial changes to the alignment of the pavement and travel lanes, the replacement of the obsolete signal system, and the relocation of a major utility pole. The cost estimate for the construction of the project including construction engineering is \$1.3 million. An FY25 capital request for \$1.3 M for Traffic Improvements was funded only at \$500,000 making available funds in capital accounts (FY23, FY25) and a contribution from NOVO Riverside of \$100,000 totaling approximately \$850,000, and leaving a need for \$450,000 to complete the project by the end of 2025.	Transportation	no	
\$ 50,000	Traffic/ Transportation: Route 2 Corridor Study	The Town has raised concerns with the worked proposed at the five interchanges, the rotary and the corridor widening within the town limits. This long-standing concern and interest has only just recently been reinvigorated by the release of MassDot's Rt2 Corridor Study which also aligns with MCI closure opportunities, TAC interests, and renewed calls for action by local legislative representatives. It is prudent that a professional review of this study be done at this early stage to support the Town's concerns and to highlight and evaluate any other impacts the project will have on the Town. The review may be done in concert with the work currently being performed by Stantec under the Comprehensive Transportation Plan which will include recommendations to improve travel connectivity between town centers and other important destinations across Rt 2. The review may require the engineering firm examine all the documents, data, analyses, assumptions, and plans, etc. used to perform the study and compile the report and potentially results in the Town having the consultant make a compelling case to MassDOT. The cost of the review is dependent on the volume of information available and the depth of the review needed. An estimated fee of \$50,000 may get adequate results for the Town.	Transportation; Economic Vitality	no	State Budget

<p>\$ 75,000</p>	<p>Infrastructure: White Pond Drainage Study</p>	<p>Road disrepair and drainage problem have long been challenges for residents of the privately owned streets in the White Pond neighborhood. A particular problem of severe flooding at the intersection of Dover St and Darton St on several occasions has caused serious impacts including health hazards to certain immediate abutters of that intersection. This has resulted in a recent petition for the Town's assistance in street repairs as afforded by a 1996 bylaw for such. The bylaw holds CPW responsible for proposing the repairs to the Public Works Commission for approval. An initial review of the drainage problem identified that the source of the stormwater covers a large area and the solution requires a significant amount of engineering. This effort may lead to the development of a new model for future public private partnerships in the White Pond neighborhood. An estimate of the cost for an engineering consultant to perform survey, design, preparation of bid documents, permit applications and easements is \$75,000.</p>	<p>Transportation; Sustainability; Maintenance of Capital & Infrastructure</p>	<p>no</p>	
<p>\$ 3,640,480</p>	<p>Total</p>				

FY26 Target:	\$ 1,314,719			
Amount	Description	Justification	Town Priorities	Other Funding Sources?
\$ 500,000	Affordable Housing: CMAHT	Estimated request to be confirmed. Increase available funds to support various affordable housing opportunities, ownership or rental.	Affordable Housing	
\$ 50,000	Economic Vitality: Small Business Micro Grant	grant program (small <\$1 for Age Friendly and up to \$10K for food safety & efficiency equipment)	Economic Vitality	
\$ 250,000	Thoreau Farm Trail	Funding to assist with permitting, design and construction of a trail from MNHP to the Thoreau Farm. General agreement between NPS, MNHP, Thoreau Farm and Town signed in fall 2023, awaiting federal approval. Funding request is an estimate.	Recreational Opportunities; Economic Vitality	
\$ 800,000	Total			



MEMORANDUM

To: Select Board
From: Kerry A. Lafleur, Interim Town Manager
Date: June 23, 2022
Subject: FY22 & 23 ARPA Spending Priorities

As you are aware, the Town has been granted a total of \$5,654,719 in funding under the American Rescue Plan Act's (ARPA) Coronavirus State and Local Fiscal Recovery Fund. To date, fifty- (50%) percent, or \$2,827,360 has been received. A final payment in the amount of \$2,827,259 is expected to be received as soon as July 2022.

The Select Board hosted a forum in September 2021 to review ARPA spending guidelines. Under the Interim Final Rule, spending is allowed in the following categories:

- **Public Health:** Covid-19 mitigation efforts, medical expenses, behavioral health & certain public health & safety staff
- **Economic Impacts of the public health emergency:** efforts to mitigate economic harm to workers, households, small businesses, affected industries & public sector
- **Lost revenue:** to fund government services to the extent of revenue reductions
- **Premium pay for essential workers:** additional support for those who have faced the greatest health risks because of their service in critical infrastructure
- **Water, sewer & broadband infrastructure:** investments to improve access

A second forum was held in January 2022, at which time the ARPA program was again reviewed and public input was received on suggested expenditures, resulting in the following initiatives being brought forward:

- Affordable Housing
 - Assabet Bluff development
 - CMAHT (Concord Municipal Affordable Housing Trust)
 - Other affordable housing projects, unspecified
- Economic Development
 - Director of Business Development position
- Human Services
 - Programs to address brain health and substance abuse
 - Restore service cuts
 - Additional services for senior citizens
 - Additional services for disabled persons
 - Additional services to address student behavioral health issues
 - Funding for cultural arts
- Infrastructure
 - Assabet River Bridge
 - Parking lot improvements
 - Beede Roof
 - Pedestrian and bike improvements
 - Middle School
- Lost Revenue
 - Parking Meter receipts
 - Stabilization Fund
- Pandemic Premium/ Hazard Pay & Regular Wage Growth
 - To compensate municipal employees for essential work during the pandemic
 - Salary catch-up for non-union positions
 - Salary catch-up for certain positions
- Transportation Initiatives
 - Bus service: Cross-Town Connect; micro-transit; first mile/ last mile
 - Transportation Planner, FT
 - Complete Streets design
- Utility Expansion
 - Broadband: expand service; provide access to low-income households
 - Improve cell service
 - Expand wastewater treatment capacity

In April 2022, the U. S. Department of Treasury issued a ruling that all Non-Entitlement Units (NEU's) (communities with a population of less than 50,000) could count up to \$10,000,000 in ARPA grant funds as lost revenue, and further Treasury encouraged all NEU's to do so.

Subsequent to the second forum, the Select Board discussed prioritizing initiatives and determined that the best course of action was to consider spending these funds in the context

of the annual budget and capital planning processes, allowing the opportunity for broad public participation. As the program guidelines require that 100% of funds be committed by December 31, 2024 (FY25) and expended by December 31, 2026 (FY27), the Board generally agreed to consider the years FY22 – 26 as the spending horizon, since the first ARPA commitment was made in FY22. Further the Board agreed that due to the timing of the budget and capital planning process, that it would consider FY22 and FY23 proposals itself. Finally, the Board tentatively determined that up to 1/5th of the total grant would be considered each year. Based upon the April ruling, staff recommended that 100% of ARPA grant funds be considered lost revenue.

FY22 and FY23 Spending Priorities

FY22 and 23 spending priorities are detailed in the attached chart. As of this date, a total of \$500,000 has been committed in FY22 and I intend to present a proposal for \$300,000 of ARPA funding to be combined with \$150,000 of FY22 General Fund remaining appropriation to address the Premium/ Hazard Pay Provisions allowed for under ARPA. This is being brought forward due to the generally positive response it received by the Board and public in attendance at the January forum. If approved, the total FY22 commitments would be \$800,000.

As of this date, a total of \$500,000 has been committed in FY23 for Affordable Housing. You have asked that I identify other spending priorities for FY23, which are shown below, totaling \$400,000. The recommendations are based upon the feedback received at the forums, in other meetings, and in speaking to various community groups and individuals. These are recommended spending levels, but specific proposals have yet to be developed. Specific proposals will be brought forward as they are formulated.

Assuming everything in the table below is approved, that leaves a balance of \$3,954,719, or about \$1.32M available each for FY24, 25, 26, which again would be considered as a part of the annual capital planning and budget process.

FY	Amount	Description	Committed
22	\$ 400,000.00	Lost Revenue/ Parking Meter Receipts: meters shut off during significant portion of pandemic resulting in loss of revenue; contractual and other fixed costs must be paid. 2021 Annual Town Meeting voted to approve.	yes
22	\$ 100,000.00	Trolley Demonstration Project: seasonal transportation generally targeted at tourists following a fixed route, 7-days per week. Collecting ridership data to support FLAP grant to create permanent service in time for 2025.	yes
\$ 500,000.00		FY22 Committed Total	
22	\$ 300,000.00	Premium/ Hazard Pay, as allowed under ARPA, combined with up to \$150,000 of local funds (FY22) for a total program expenditure of up to \$450,000.	no
\$ 800,000.00		FY22 Committed & Proposed Total	
23	\$ 500,000.00	Affordable Housing: annual request from CMAHT; appropriated from Free Cash to be backfilled with ARPA	yes
\$ 500,000.00		FY23 Committed Total	
23	\$ 200,000.00	Transportation Initiatives: transportation study; improvements; grant matching funds; transportation planner (PT to FT). Will seek input from TAC before a formal proposal is brought forward. Fund now to leverage grant funds currently available.	no
23	\$ 125,000.00	Economic Development Initiatives: consultant or staff position. Will seek input from EVC, CBP, Chamber of Commerce before a formal proposal is brought forward. Fund now to leverage grant funds currently available.	no
23	\$ 30,000.00	Affordable Housing: In Spring 2023, based upon 2020 Census, Town is projected to be 8 - 20 units of affordable housing short of 10%, leaving it open to 40B development applications. Town needs to develop an inventory of all potential units to be added to SHI and develop a strategic plan to identify up to 20 units. This scope of work does not fall under current contract with RHSO. Will seek input from CMAHT, CHDC, RHSO & staff before a formal proposal is brought forward.	no
23	\$ 25,000.00	Cell Service: (up to) in the event that service study needs to be updated; fund any due diligence expenses related to specific sites.	
23	\$ 20,000.00	Cultural Arts: Town spends less in this area than neighbors and other peers; art relieves stress, fosters community; multi-generational linkages. Will seek input from various groups before bringing a proposal forward.	
\$ 900,000.00		FY23 Committed & Proposed Total	

Note: original request was submitted on May 1, 2024. Applicant was provided the opportunity to re-submit request to remove certain personal information.

**SUBSTITUTE SUBMISSION FOR BOARD-MEETING
WHETHER ALLOW APPEAL TO "DOG COMMITTEE".**

. CONCORD GREENE RULES Par. D4 "Pet Owners shall not permit their pet[s] to disturb the peace or quiet of any neighborhood or endanger the safety of any person by biting, barking, howling, or in any other manner

TOWN OF CONCORD MASSACHUSETTS DOG BYLAW

Section 2. No owner of a dog shall permit such dog: a. to disturb the peace or quiet of any neighborhood or endanger the safety of any person, by biting, barking, howling, or in any other manner.

. For the past two years, I have been appealing to the owner of a dog, CG Management, Animal Control, and CPD to intervene to permanently stop violations of the above policies outside the door of my residence, and in the common area adjacent to my door, that involve intermittent day, evening, and night barking and high-pitched screeching

of the dog whenever I access my apt, and while I am quietly residing inside.

. The owner has refused to stop the disturbance, and refused my request to meet to devise a plan to permanently end her dog's disturbance with her justification being that the disturbance is not of sufficient duration and frequency to require her permanent-stopping action.

. A state of animosity exists between myself and the owner for various other reasons involving safety/health risk policy-violations occurring at CG, and my asking the intervention of the CPD for a threatening item placed at my door, and an incident of verbal intimidation by her male friend .

. CG Management has refused to stop the disturbance, and refused my request for a meeting of all parties to devise a plan to compel the owner to permanently end the dog's disturbance in violation of CG policy. Their justification is concern for adversity between myself and the dog's owner, despite my contrary assurance; and after their individual "fact-finding" assertion that their is insufficient duration and frequency of the disturbance to require their policy-enforcement.

. A few years ago, CG Management was subject to an adverse ruling by the MCAD for demanding that I pay for the cost of installing a stair lift I requested to accommodate military- service leg injuries disability. I was also awarded punitive damages of \$5000, and they were required to attend disability-awareness classes.

. Animal Control has indicated that they can not/will not enforce town policy against the owner due to insufficient duration and frequency of the dog disturbance; and that their request on my behalf to CG Management and the owner for a meeting of all parties to devise a plan to permanently end the disturbance was rejected.

. CPD informed me that because of the intermittent nature of the disturbance, they can not act to permanently stop the disturbance.

. I receive 100% disability-compensation from the Dept. of Veterans Affairs for physical and ptsd injuries from my service as a US Army Civil Affairs Officer with 4th Infantry Div in Viet Nam at the time of the Communist TET Offensive, for which I was awarded the Bronze Star.

. I personally experienced surviving sudden rocket attacks and land-mine explosions, including one incident where I was the remaining uninjured officer on a mission,

and had to arrange ambush-security and military helicopter evacuation of wounded, screaming personnel in a combat environment.

. About 6 months ago, I began to experience physical startle, jumping, breathing- interruption, racing heart-beat symptoms from the day and evening recurring incidents of the dog's sudden screeching.

. I was referred for treatment by the VA for this condition which is ongoing, about which the dog-owner and CG have been informed.

. I have been informed from therapy that the dog's intermittent sudden screeching/barking is acting as a trigger to the ptsd physical startle and alarm reactions, sleep disturbance, and general stress/anxiety that I am experiencing.

Edmund Storlazzi




Town of Concord

Town Manager's Office
22 Monument Square
P.O. Box 535

Concord, Massachusetts 01742-0535

Tel: (978) 318-3000

Fax: (978) 318-3093

To: Select Board 

From: Kerry A. Lafleur, Town Manager

Date: July 29, 2024

Subject: Request for Dog Hearing- Edmund Storlazzi, 21 Concord Green #8

The Town is in receipt of a request from Edmund Storlazzi, 21 Concord Green #8, to call a Dog Hearing regarding an alleged Nuisance Dog. Rules regarding dogs are included in the Town's Dog Bylaw, <https://concordma.gov/DocumentCenter/View/4173/Dog-Bylaw-PDF?bidId=>, last updated in April 2007, and MGL c.140, section 157, *Nuisance or Dangerous Dogs, Orders for Remedial Action; Appeal; Violation of Order*, <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXX/Chapter140/Section157>. A copy of Mr. Storlazzi's complaint is attached for review.

Background

The Concord Police Department is charged with review and investigation of any and all dog complaints. Primary review and investigation is conducted by the Town's appointed Animal Control Officer (ACO), Jennifer Condon, Boardman's Animal Control, who is a contracted agent of CPD/ Town of Concord.

ACO Condon received the first complaint from Mr. Storlazzi on January 30, 2024, at which point she opened her investigation. A copy of the ACO's report log is attached as part of the record, which outlines her various contact on this matter over a period of several months. ACO Condon concluded her review on May 20, 2024, stating that she does "...not feel that this dog is a nuisance, as it is more of a trigger to Mr. Storlazzi and his PTSD. Mrs. Hatfield and Concord Green have both declined any meeting with ACO and Concord Police."

Being left unsatisfied with the ACO's findings, Mr. Storlazzi contacted the Town Manager's Office to request a hearing in front of the hearing authority. For the purposes of this process, it has been determined that the hearing authority is the Select Board.

As dog hearings arise so infrequently, and because my experience has shown these matters to be complicated, I decided to review this request with Town Counsel, and then with special counsel, Greg Corbo, KP Law, who has been contracted on a very limited retainer.

Attorney Corbo has provided summary materials which outline the process by which a hearing authority conducts a hearing, inclusive of samples (motions) of the various actions said authority may take.

Further, I have been advised that the hearing authority is not required to convene a hearing merely because it has received a request. As such, the first step for the hearing authority should be to review the file to make a determination on whether there is a sufficient basis to schedule a hearing.

Requested Action

Schedule a review of the request for a Nuisance Dog Hearing made by Edmund Storlazzi, 21 Concord Green #8, and determine whether there is a sufficient basis to schedule a hearing.

Attachments:

- Record/ log of ACO
- Request for Appeal, dated May 2, 2024 by Edmund Storlazzi
- KP Law eUpdate, Local Regulation of Nuisance and Dangerous Dogs
- KP Law, Nuisance and Dangerous Dogs bulletin

CONCORD GREEN/STORLAZZI/HATFIELD

DATE: 01/30/24 TIME: 0900 R/P'S NAME: Edmund Storlazzi ADDRESS: 21 Concord Green #8 TELEPHONE:

TYPE CALL: Complaint

OFFICER: Condon

ANIMAL INFORMATION: Barking dog Jennifer Hatfield condo, small Shih tzu

COMMENTS: CB RP 0915 LM to return call no call back. ACO Contacted Hatfield who stated that her dog does not barking, nonstop and there is issue between the two parties. Hatfield states the dog may bark once or twice but she has had the dog for 3 years and there have never been any issues.

DATE: 02/05/24 TIME: 1226 R/P'S NAME: Jennifer Hatfield ADDRESS: 21-6 Concord Green TELEPHONE:

TYPE CALL: Misc.

OFFICER: Condon

ANIMAL INFORMATION:

COMMENTS: RP looking to speak with the Officer regarding the ongoing issue with her neighbor who has issues with her personally and with her dog. ACO spoke to Mrs. Hatfield and advised just be on top of the barking with the dog in the common areas of the building.

DATE: 02/09/24 TIME: 1623 R/P'S NAME: Ed Storlazzi ADDRESS: Concord Green TELEPHONE:

TYPE CALL: Misc.

OFFICER: Condon

ANIMAL INFORMATION:

COMMENTS: RP checking to see if his letter was received.

DATE: 03/07/24 TIME: 1018 VM R/P'S NAME: Edmund Storlazzi ADDRESS: Concord Green TELEPHONE:

TYPE CALL: Misc.

OFFICER: Condon

ANIMAL INFORMATION:

COMMENTS: RP LM for ACO Condon Thanking her.

DATE: 04/02/24 TIME: 1718 R/P'S NAME: Ed Storlazzi ADDRESS: 21 Concord Green TELEPHONE:

TYPE CALL: Complaint

OFFICER: Condon

ANIMAL INFORMATION: dog next door

COMMENTS:

DATE: 04/05/24 TIME: R/P'S NAME: Ed Storlazzi ADDRESS: 21 Concord Green TELEPHONE:

TYPE CALL: Complaint Email

OFFICER: Condon

ANIMAL INFORMATION: dog next door

COMMENTS: Resident is threatening legal action. Officer reached out to other party involved Jennifer Hatfield 508-395-2333. Officer requested, if possible, could owner carry the dog outside to decrease noise in the hallway. Jennifer reports that she is unable because she has a bad back.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
04/15/24	1200	Ed Storlazzi	21 Concord Green	

TYPE CALL: Complaint

OFFICER: Condon

ANIMAL INFORMATION: neighbor's dog

COMMENTS: CB RP advised Mr. Storlazzi that the neighbor's dog is doing nothing wrong again and if wants action he needs to take the proper steps.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
04/29/24	1500	VM Sonia	Concord Green	

TYPE CALL: Complaint

OFFICER: Condon

ANIMAL INFORMATION:

COMMENTS: RP updating ACO, Conversation with lawyer and Concord Green board denied meeting.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
05/10/24	0937	Lieutenant Landers	Concord Green	

TYPE CALL: Complaint

OFFICER: Condon

ANIMAL INFORMATION:

COMMENTS: Per RP Concord Green is looking for a final answer regarding Jen Hatfield's dog. ACO contacted Storlazzi and advised him that Concord Green and Jen Hatfield both declined to meet as he has requested.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
05/20/24	1855	Email Ed Storlazzi	Concord Green	

TYPE CALL: Complaint

OFFICER: Condon

ANIMAL INFORMATION:

COMMENTS:

All the above call information is between me, and the 2 parties involved.

ACO Condon
Ed Storlazzi
Jennifer Hatfield

ACO Statement:

I ACO Condon have been working in this situation since January 30, 2024, when the first call was received from the RP Storlazzi. Storlazzi has lived at Concord Green for a few years, and Hatfield has lived there for 10+ years and the dog has been there for 3 years, and these complaints only started on January 30. ACO advised that if the dog is not barking nonstop for more than 20 minutes there was nothing that I, as the ACO would or could do about it as it's not breaking any law. RP Storlazzi has stated that the dog is screeching out at different times of the day when the owner Jennifer Hatfield takes the dog outside. ACO Condon advised Storlazzi that is not an issue, and you are a resident where there are dogs all around you. ACO advised Concord Green Management of the situation. Storlazzi did not understand that Animal Control cannot do anything. ACO Condon spoke to Hatfield a few times about the issue and ACO recommended holding dog in arms when coming and going and Hatfield refused as she has a back issue. Hatfield stated that there are issues between the 2 parties. (Hatfield +

Storlazzi). ACO did receive a 7-page letter from Storlazzi about his PTSD concerns. ACO Condon has spoken a few times with Storlazzi to understand why he would live in an apartment building that has dogs. Storlazzi states he likes dogs, but this dog is setting him off and it is not good for his health. ACO made another attempt to speak to Concord Green and have a meeting between the parties involved and management. Concord Green state that they are not going to grant this at this time, and if Mr. Storlazzi would like he can put up a noise barrier to block out the noise.

At this time Animal Control has done what they can with the parties involved and feels that this should be addressed as a nuisance hearing with the Town of Concord. I ACO Condon do not feel that this dog is a nuisance, as it is more of a trigger to Mr. Storlazzi and his PTSD. Mrs. Hatfield and Concord Green have both declined any meeting with ACO and Concord Police.

Local Regulation of Nuisance and Dangerous Dogs

Effective on October 31, 2012, An Act Further Regulating Animal Control” (the “Act”) substantially revised the procedures for responding to complaints about nuisance and vicious dogs pursuant to the provisions of G.L. c. 140, §157. To simplify the detailed process, attached is a two-page summary of the new standards and process.

The Regulatory Framework

Pursuant to the prior version of G.L. c.140, §157, municipal officials responded to complaints that dogs were “nuisance[s] by reason of vicious disposition or excessive barking or other disturbance”. However, the statute failed to define these terms or otherwise establish appropriate remedial action in the event a dog was found to be a nuisance.

The Act addresses this issue in part. Specifically, the Act deletes the phrase “nuisance by reason of vicious disposition or excessive barking or other disturbance” and replaces it with, and defines, the terms “attack”, “nuisance dog” and “dangerous dog”. Additionally, the statute explicitly excludes certain factors or circumstances as bases for a finding that a dog is dangerous, including, for example, the fact that a dog is a particular breed, or a situation in which a dog was protecting its offspring or owner. Further, the Act proposes seven specific remedies for ameliorating nuisances caused by dangerous dogs. Importantly, while these amendments provide guidance as to how to resolve dog complaints, the Act continues to provide local officials with sufficient discretion to protect the public safety based upon particular facts.

Proceedings at the Local Level

Under the prior and current versions of G.L. c.140, §157, the process for determining whether a dog is a nuisance begins with a written complaint. The Act now gives municipalities greater flexibility in delegating responsibility for handling dog complaints by expanding the list of officials authorized to address complaints to include: mayors in cities; boards of selectmen in towns; or, in any city or town, the chief or commissioner of the police department, or their designee, or other person charged with the responsibility of handling dog complaints.

Upon receipt, the hearing authority is required to investigate or cause the investigation of the complaint. The investigation must include an examination of the complainant under oath. While it was common for municipalities to conduct such examination at a public hearing, the Act now requires the complaint be decided based upon “credible evidence and testimony presented at [a] public hearing in the municipality.” As with other types of adjudicatory hearings, although the formal rules of evidence

will not apply, we recommend that all witnesses be sworn and the proceedings be recorded for use in the event of an appeal.

The hearing authority should proceed in two steps. First, there must be a determination of whether the dog is a nuisance or dangerous. In making this determination, the hearing authority will be guided by the new definitions set forth in the Act. If the hearing authority decides the dog is not a nuisance or dangerous, the inquiry ends and the hearing authority must dismiss the complaint.

If the hearing authority deems the dog a nuisance, it may “further order that the owner or keeper of the dog take remedial action to ameliorate the cause of the nuisance behavior.” As with the prior version of the statute, the Act does not establish any parameters for such remedial action, if any, but rather, it leaves the response to the complaint to the discretion of the hearing authority. In contrast, if the hearing authority deems the dog dangerous, it shall order one or more of the seven remedies ranging from restraint to euthanization. The list includes remedies commonly invoked by municipalities, and allows the hearing authority discretion to decide on an appropriate combination most suited to the facts of a particular case. However, the Act strictly prohibits the common practice of “banishment”, i.e. ordering removal of a dog from the municipality in which its owner or keeper resides. Further, the Act codifies the common law rule prohibiting the regulation of dogs in a manner that is specific to breed.

Appellate Procedure

The Act does not alter past practice relative to appeals. The owner or keeper of a dog aggrieved by a hearing authority’s decision may file an appeal in the local district court within ten days after issuance of the order. The initial hearing on the appeal is before a district court clerk magistrate who shall hear the witnesses and affirm the order unless it shall appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. Either party aggrieved by the decision of the clerk magistrate may then request a *de novo* hearing before a justice of the district court, who may, based upon the credible evidence and testimony presented at trial dismiss the complaint ,or deem the dog a nuisance or dangerous dog. Although the Act states that the decision of the court after a *de novo* hearing is final and conclusive upon the parties, the Appeals Court found that the same language in the prior version of the statute provides for a further appeal to Superior Court pursuant to the provisions of G.L. c. 249, §4.

The Act does, however, provide municipalities with significantly greater enforcement authority during the pendency of the appeal by authorizing a petition to the district court for an order of impoundment. The district court may issue such an order upon a finding of probable cause that the dog is dangerous. The Act requires the owner to pay the costs of impoundment if the municipality prevails in the appeal and authorizes the municipality to recover such costs through a lien on the owner’s real estate or as an additional surcharge on the owner’s motor vehicle excise tax.

Enforcement

The Act provides enhanced penalties for the failure to comply with a municipal or court order. If an owner or keeper of a dog violates an order issued under G.L. c.140, §157, the dog is subject to seizure and impoundment by a law enforcement or animal control officer and the owner or keeper may be subject to criminal penalties or prohibited from licensing a dog within the Commonwealth for up to five years. The Act also authorizes the issuance of fines for failure to comply with such orders – a fine of not more than \$500.00 or imprisonment for not more than 60 days, or both, for a first offense and a fine of not more than \$1,000.00 or imprisonment for not more than 90 days or both for a second or subsequent offense. The Act also prohibits anyone over 17 with “actual knowledge” that a dog has been deemed dangerous from allowing a child under 17 to own, possess or have the care or custody of such dog, and further requires a dog’s dangerousness be disclosed prior to transfer of possession or ownership.

In summary, the Act makes substantial revisions to the process for addressing vicious dog complaints. We recommend, therefore, that any municipal hearing authority addressing such complaints carefully review the revised definitions and procedures to ensure any action taken is consistent with the new statutory requirements.

Please contact Gregg Corbo at gcorbo@k-plaw.com or 617.556.0007 with further questions.

NUISANCE AND DANGEROUS DOGS

G.L. c. 140, § 157

Important Definitions:

“Attack” - an aggressive physical contact initiated by an animal.

“Dangerous dog” – a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal.

“Nuisance dog” – a “dog that: (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity; or (ii) by excessive barking, causing damage or other interference, a reasonable person would find such behavior disruptive to one’s quiet and peaceful enjoyment; or (iii) has threatened or attacked livestock, a domestic animal or a person, but such threat or attack was not a grossly disproportionate reaction under the circumstances.

Sample Motions for Hearing Authority:

Nuisance Complaint:

Not a Nuisance Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find the dog complained of is not a nuisance dog and that the complaint be dismissed; or

Is a Nuisance Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find the dog complained of is a nuisance dog by reason of [choose one or more of the three reasons listed above in the definition of “Nuisance dog”]

Dangerousness Complaint:

Not a Dangerous Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find that the dog complained of is not a dangerous or nuisance dog and that the complaint be dismissed; or

Is a Dangerous or Nuisance Dog:

Nuisance Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find that the dog complained of is a nuisance dog by reason of [choose one or more of the three reasons listed above in the definition of “Nuisance dog”]; or

Dangerous Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find that the dog complained of is a dangerous dog by reason of [choose one or both of the reasons listed above in the definition of “Dangerous dog”].

Remember that a determination that a dog is dangerous **cannot** be: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was

reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

- the dog was protecting itself, its offspring, another domestic animal or a person from attack;
- the person attacked or threatened was committing a crime upon the person or property of the owner or keeper of the dog;
- the person attacked or threatened was teasing or otherwise provoking the dog; or
- at the time of the attack or threat, the person or animal attacked or threatened had breached an enclosure or structure in which the dog was kept apart from the public.

Further, be aware that if the person attacked or threatened is under the age of 7, a rebuttable presumption exists that such person was not committing a crime, provoking the dog or trespassing.

Remedies:

Nuisance Complaint: If the hearing authority deems a dog a nuisance dog, the hearing authority may, in its discretion, order the owner or keeper of the dog to take action to ameliorate the nuisance behavior.

Dangerousness Complaint: If the hearing authority deems a dog a dangerous dog, it shall order one or more of the following remedies be imposed:

- (i) that the dog be humanely restrained, but not chained, tethered or otherwise tied to an inanimate object including a tree, post or building;
- (ii) that the dog be confined to the premises of its owner or keeper, either indoors or outdoors properly sheltered from the elements in a securely enclosed and locked pen or dog run area with a secure roof and, if the enclosure has no floor, with sides not less than 2 feet embedded into the ground;
- (iii) that when removed from the premises of the owner or keeper, the dog shall be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length;
- (iv) that the owner or keeper provide documented proof of no less than \$100,000 insurance for claims resulting from intentional or unintentional acts of the dog, or of reasonable efforts to obtain such insurance if a policy has not been issued;
- (v) that the owner or keeper provide the licensing authority, animal control officer or other entity identified in the order, information by which a dog may be identified, including, for example, photographs, videos, veterinary examination, tattooing or microchip implantations or a combination of information;
- (vi) that the dog be altered so it is unable to reproduce, unless its owner or keeper provides evidence that a veterinarian is of the opinion the dog is unfit for alterations because of a medical condition; or
- (vii) that the dog be humanely euthanized.

No order shall be issued directing that a dog deemed dangerous be removed from the town or city in which the owner of the dog resides.

Be reminded that the sample votes and proposed remedies set forth herein may serve as the basis for actual votes or remedial orders, but any actual votes or remedial orders must be prepared on a case-by-case basis in light of the specific facts at issue and in conformance with applicable statutory language.

**TOWN OF CONCORD
MASSACHUSETTS
DOG BYLAW**

Section 1. No owner of a dog shall permit such dog to be outside the confines of the property of the owner unless the dog is held firmly on a leash or is under the control of its owner.

Section 2. No owner of a dog shall permit such dog:

- a. to disturb the peace or quiet of any neighborhood or endanger the safety of any person, by biting, barking, howling, or in any other manner;
- b. to run at large or unmuzzled in violation of an order of the Selectmen or the Dog Officer;
- c. to worry, kill, maim or otherwise injure another's fowl, livestock or domesticated animal;
- d. to chase a vehicle on any way open to the public travel;
- e. to be unlicensed or untagged in violation of state law;
- f. to be in a school or municipal building;
- g. to run at large unless said dog shall have been vaccinated against rabies during the preceding thirty-six months; or
- h. to be on a Town playground or on School property unless the dog is held firmly on a leash or is under the control of its owner.
- i. to be within the boundaries of Town cemetery property unless the dog is held firmly on a leash at all times. Furthermore, it shall be the duty of each person who owns, possesses or controls a dog to remove and dispose of any feces left by his or her dog on any Town cemetery property.

Section 3. The Dog Officer may impound any dog found to be involved in a violation of Section 2 hereof, and on doing so shall immediately notify the owner, if ascertainable from some device on the dog, of such impoundment and of the owner's right to redeem the dog on reimbursing the Dog Officer for maintenance and on licensing the dog if it then be unlicensed. Any dog so impounded and unredeemed after ten days may be disposed of as provided in Chapter 140, §151A of the M.G.L.

The Dog Officer may restrain or muzzle, or issue an interim order to restrain or muzzle, for a period not to exceed fourteen days, any dog which is in violation of Section 2 hereof.

Upon restraining or muzzling or issuing an interim order to restrain or muzzle, the Dog officer shall submit in writing to the Selectmen a report of the action and the reasons therefor.

Upon receipt of such report, the Selectmen may take such action as may be deemed necessary. If the Selectmen fail to act on the report during the period in which the dog is

restrained or muzzled, upon expiration of the period, the interim order shall be automatically vacated.

The owner of any dog which has been ordered to be restrained or muzzled under the provisions of this section may request the Selectmen in writing to vacate such order.

Section 4. The owner of a dog who violates any section of this bylaw shall be subject to a fine for each offense as specified in Appendix A of the Regulations for the Enforcement of Town Bylaws under M.G.L. Chapter 40, §21D and the Bylaw for Non-Criminal Disposition of Violations adopted under Article 47 of the 1984 Town Meeting, as amended. The Dog Officer may issue a separate and additional fine each day for a continuing or recurring violation.

Section 5. As used herein the word "owner" includes the owner of the dog, a person who has the care and custody of a dog, and the agent of the owner.

Article 9, Special Town Meeting, June 1971
Article 10, Special Town Meeting, October 1975 (Amended 1971 bylaw)
Article 40, Annual Town Meeting, April 1980 (This repealed the 1971 bylaw)
Article 44, Annual Town Meeting, April/May 1998 (Amended 1980 bylaw)
Article 52, Annual Town Meeting, April/May 1999 (Amended 1980 bylaw)
Article 64, Annual Town Meeting, April 2006 (Amended Section 4)
Article 42, Annual Town Meeting, April 2007 (Amended Section 4)



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: August 5, 2024

Re: Transfer of Off-Premise Liquor License Application – The Cheese Shop

Included in your meeting packet is a Transfer of an Off-Premise Liquor License application for The Grateful Gourmet, doing business as The Cheese Shop, located at 29 Walden Street, presently owned by Peter Lovis, to Joshua Joslyn of Joslyn Food Cooperative.

The application was received on July 17, 2024, and has been reviewed for completion. Payment has been submitted for both the ABCC and Town application fees. The application has also been reviewed and approved with no adverse comments by the following Town Departments:

- Building Department
- Fire Department
- Health Department
- Treasurer's Department
- Police Department

Please reach out to me if you have any further questions regarding the application.

The Cheese Shop
ABCC Liquor License Transfer Application

Your Information

Payment

Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 13fdc35d-fc2e-4640-ae74-04820c51bb1c

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00022-PK-0244	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 7/17/2024 9:36:46 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
00022-PK-0244

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Joshua

Last Name:
Joslyn





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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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

2. LICENSE CLASSIFICATION INFORMATION

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

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Total Sq. Footage	<input type="text" value="2590"/>	Seating Capacity	<input type="text" value="12"/>	Occupancy Number	<input type="text" value="43"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="1"/>	Number of Floors	<input type="text" value="2"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name <input style="width: 90%;" type="text" value="Grateful Gourmet"/>	By what means is the license being transferred? <input style="width: 90%;" type="text" value="Purchase"/>
--	---

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

Name of Principal	Title/Position	Percentage of Ownership
<input style="width: 95%;" type="text" value="Peter Lovis"/>	<input style="width: 95%;" type="text" value="Manager"/>	<input style="width: 95%;" type="text" value="100"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text" value="Joshua Joslyn"/>	<div style="background-color: black; height: 20px; width: 100%;"></div>	<div style="background-color: black; height: 20px; width: 100%;"></div>	<div style="background-color: black; height: 20px; width: 100%;"></div>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text" value="Manager"/>	<input style="width: 95%;" type="text" value="100"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>

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

Additional pages attached? Yes No

CRIMINAL HISTORY

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

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

Name	License Type	License Name	Municipality

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

Name	License Type	License Name	Municipality

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$450,000
C. Other* (Please specify)	\$600,000
D. Total Cost	\$1,050,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Joslyn Food Cooperative	\$1,050,000
Total:	\$1,050,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Cambridge Savings Bank	\$500,000	Loan Financing	<input type="radio"/> Yes <input type="radio"/> No
Edward Jones	\$3,000,000	Loan Financing	<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

The "Total Cost" includes "Other" which is the approximate cost of the planned renovations to bring the business into compliance with both building and health codes. As for the source of funding, my wife and a loan from Cambridge in the total amount of \$500,000. Additionally, we have equities, cash, and bonds in excess of \$4,000,000 through Edward Jones that we can pull from or loan against.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
02/01/2018	Current	Director	Rigoni di Asiago USA	Cristina Rigoni
04/01/2009	01/31/2018	Vice President	Epicure Foods Corp.	Jennifer Drezga

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

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

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

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

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

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

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

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

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

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

CRIMINAL HISTORY

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

Yes No

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

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

LICENSE

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:


ADDITIONAL INFORMATION

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

I, the applicant, Joshua Joslyn, is not aware of any management agreement between the present licensee and any other entity.

Additionally, our Edward Jones financial accounts are in my wife's maiden name, Johnson. Her married name is Sybil Joslyn and we live with our family at [REDACTED]

APPLICANT'S STATEMENT

I,  the:

sole proprietor; partner; corporate principal; LLC/LLP manager

Authorized Signatory

of Joslyn Food Cooperative

Name of the Entity/Corporation

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

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

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

Signature:



Date: 07/01/2024

Title:

Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

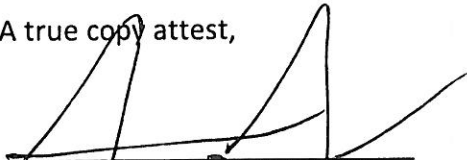
- New License
- Transfer of License
- Change of Manager
- Change of Officers/
Directors/LLC Managers
- Change of Location
- Alteration of Licensed Premises
- Change Corporate Name
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Change of Class (i.e. Annual / Seasonal)
- Change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

"VOTED: To authorize
Name of Person

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

"VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,


Corporate Officer/LLC Manager Signature
Joshua Joslyn
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

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

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

Entity Name

Joslyn Food Cooperative

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

100

Name of Principal

Joshua Joslyn

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

Manager

Percentage of Ownership

100

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

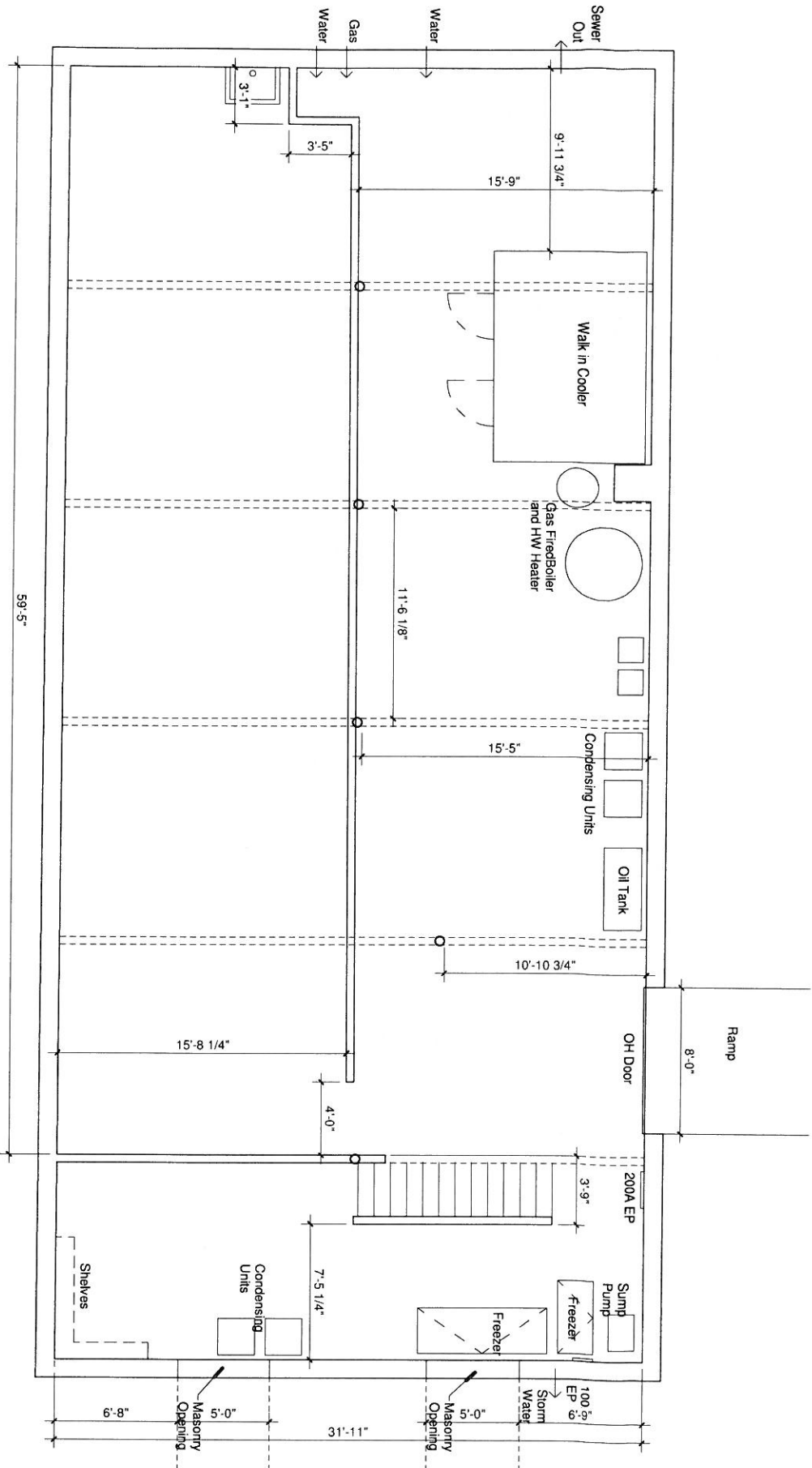
MA Resident

Yes No

CRIMINAL HISTORY

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

Yes No



The Concord Cheese Shop
 29 Walden St, Concord, MA 01742

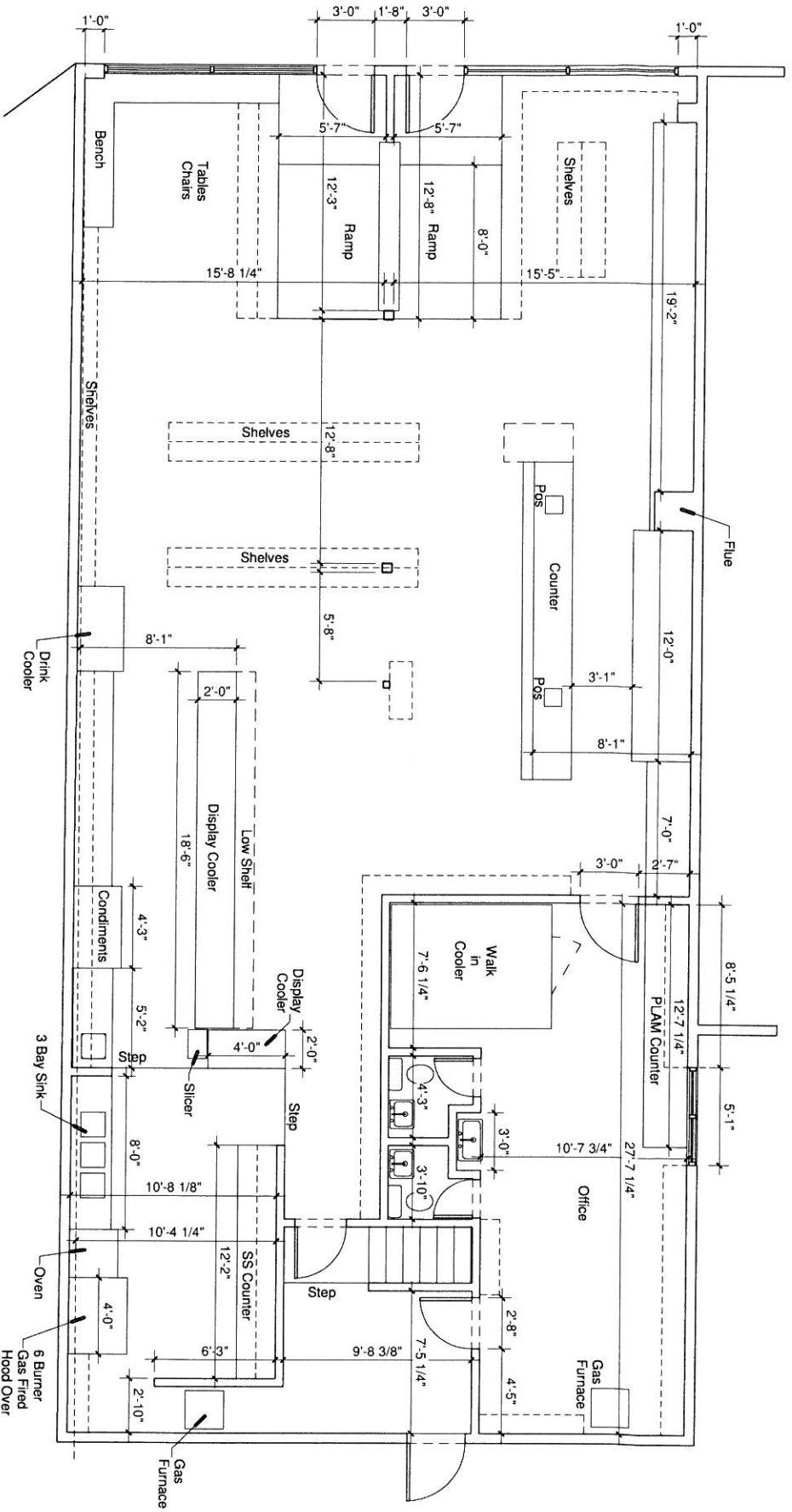
Existing Basement Plan

05/01/2024

EX00



PETERMAN
 ARCHITECTS, INC.



The Concord Cheese Shop
 29 Walden St, Concord, MA 01742

Existing First Floor Plan

05/01/2024

EX01



PETERMAN
 ARCHITECTS, INC.



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

mass.gov/dor

Letter ID: L1553876640
Notice Date: July 8, 2024
Case ID: 0-002-475-443



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GRATEFUL GOURMET INC THE
29 WALDEN ST
CONCORD MA 01742-2504

000014

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

GRATEFUL GOURMET INC
29 WALDEN ST
CONCORD MA 01742-2504

Date: July 9, 2024
Letter ID: L0002772412
Employer ID (FEIN): XX-XXX6332

Certificate ID: L0002772412

FEIN: 30-0176332

The Department of Unemployment Assistance certifies that as of 08-Jul-2024, GRATEFUL GOURMET INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires on 07-Aug-2024 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number: 001781875 (number will be assigned)

1. The exact name of the limited liability company is:
JOSLYN FOOD COOPERATIVE LLC

2. The address in the Commonwealth where the records will be maintained:
Number and street: 295 BOSTON POST ROAD
Address 2:
City or town: SUDBURY State: MA Zip code: 01776
Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):
THE GENERAL CHARACTER OF THE BUSINESS IS TO ENGAGE IN THE OF OPERATION OF RESTAURANT(S) AND BAR(S), DISTRIBUTION OF FOOD, SERVICE OF FOOD AND ALCOHOL, BUSINESS ADVICE AND CONSULTING FOR THE FOOD INDUSTRY. TO CARRY ON IN CONNECTION WITH THE FOREGOING ANY OTHER BUSINESS ADVANTAGEOUS TO THE BUSINESS OF THE CORPORATION, AND IN GENERAL TO DO AND PERFORM ANY OTHER BUSINESS OR ACTIVITY WHICH MAY LAWFULLY BE CARRIED ON BY A CORPORATION ORGANIZED UNDER THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS, WHETHER OR NOT RELATED TO THOSE REFERRED TO IN THIS PARAGRAPH.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:
Agent name: JOSHUA JOSLYN
Number and street: 295 BOSTON POST ROAD
Address 2:
City or town: SUDBURY State: MA Zip code: 01776

I JOSHUA JOSLYN,
resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	JOSHUA JOSLYN	295 BOSTON POST ROAD SUDBURY, MA 01776 USA

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

Title	Name	Address
SOC SIGNATORY	JOSHUA JOSLYN	295 BOSTON POST ROAD SUDBURY, MA 01776 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address
REAL PROPERTY	JOSHUA JOSLYN	295 BOSTON POST ROAD SUDBURY, MA 01776 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of April, 2024,

JOSHUA JOSLYN


, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

April 08, 2024 02:24 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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



Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for JOSLYN, JOSHUA and date of birth 03/26/1986.

Signed under the penalties of perjury this 16th day of July 2024.

Jamison R. Gagnon
Commissioner
Massachusetts Department Criminal Justice Information Services



Massachusetts Criminal Offender Record Information (CORI)

The information provided within this response contains only Massachusetts criminal offender record information and is based on the statutory access of the requestor. Unauthorized access, use or dissemination of this information is prohibited under Massachusetts General Law.

This information is not fingerprint-supported and may not actually relate to the person whose information you are seeking. Individuals who believe there may be a discrepancy within this record should contact the Department of Criminal Justice Information Services (DCJIS).

This Massachusetts CORI was generated on 07/16/2024 13:09 as the response to your request submitted on 07/16/2024 13:08 with the following details:

Request Details

Request ID: **E24PER-00778829**

Request Date/Time: **07/16/2024 13:08**

Name: **JOSLYN, JOSHUA**

Former Last Name(s):

Date of Birth:

SSN:

PCF Number:

Sex:

Race: **White**

Parent 1:

Parent 2:

Response Summary

NO AVAILABLE CORI

This response is the result of a search of the iCORI database using the subject's name and date of birth as submitted by the requestor. To ensure accuracy, it is the responsibility of the requestor to compare the information shown in the Request Details Section above to the subject's personal identifying information.

The DCJIS is not liable for any errors or omissions in the CORI results based on a requestor's entry of inaccurate, incorrect, or incomplete subject information.



Massachusetts Criminal Offender Record Information (CORI)

The information contained in this response is the result of an exact match of the subject's name, date of birth, and last six digits of his or her social security number (if applicable), as submitted by the requestor, to information contained in the Massachusetts CORI database. In its discretion, the DCJIS may use the information provided by the requestor to match to other fields on the iCORI report including, but not limited to, a former name or alias field. The requestor is responsible for verifying the subject's identifying information with an acceptable type of government-issued identification at the time of its submission to the DCJIS, as well as for verifying that the identifying information contained in this record relates to the subject.

This report contains only criminal offender record information that is maintained in the Massachusetts CORI database and does not contain criminal offender record information from other states or sources. This response contains only that CORI to which the requestor is statutorily entitled, based on information provided by the requestor at the time of request.

The information contained in this CORI report is created and provided by entities other than the DCJIS. The DCJIS is not responsible for incorrect or incomplete information contained herein, or for any omissions from the contributing entities.

This CORI report is confidential. Any unauthorized access to, or dissemination of this document or the information contained therein is subject to the civil penalties set forth in M.G.L. c. 6, §168, and the criminal penalties set forth in M.G.L. c. 6, §178. Civil penalties include suspension or revocation of CORI access and monetary fines up to \$5,000 for each violation. Criminal penalties include monetary fines up to \$50,000, incarceration in a house of correction for up to one year, or both a fine and incarceration.

We the People

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo: P Code / Código: USA Passport No. / No. del Pasaporte / No. de Pasaporte: [REDACTED]

Surname / Nom / Apellido: **JOSLYN**

Given Names / Prénoms / Nombres: **JOSHUA E**

Nationality / Nationalité / Nacionalidad: **UNITED STATES OF AMERICA**

Date of birth / Date de naissance / Fecha de nacimiento: [REDACTED]

Place of birth / Lugar de nacimiento: [REDACTED]

Sex / Sexe / Sexo: **M**

Authority / Autorité / Autoridad: **United States**

Department of State

USA



The Cheese Shop
Supporting Financial Documentation



July 16, 2024

Joshua Joslyn



Joshua,

This letter serves to verify that your equity line of credit at Cambridge Savings Bank is open, active and in good standing. The available amount as of this date is \$500,000.00.

Should you need further information regarding this, please feel free to contact me.

Regards,

Jim Baglieri

A handwritten signature in black ink, appearing to read 'Jim Baglieri', written over a faint, larger version of the same signature.

Branch Manager

202 Sudbury Road
Concord, MA 01742

617-441-7115

NMLS#793953

cambridgesavings.com

SYBIL FARIS JOHNSON

Let's go for a walk! Make a difference in the fight against Alzheimer's

Since 2016, Edward Jones has proudly served as a National Presenting Sponsor for the Alzheimer's Association Walk to End Alzheimer's. Since then, more than 115,000 participants have walked under the Edward Jones banner. As a firm, we've pledged to raise \$50 million, with an estimated 150,000 Walk participants by the end of 2025. Join us. Be part of the fight to end Alzheimer's. Visit alz.org/edwardjones to register.

Stay informed - stay secure

Did you know you can request to receive alerts by text or email in Online Access? Spending a minute with your settings today can help prepare you to identify unauthorized changes or transactions later. Not signed up for Online Access? Go to edwardjones.com/access to learn more.

Portfolio Summary

Total Portfolio Value	
\$3,277,638.15	
1 Month Ago	\$3,262,849.96
1 Year Ago	\$3,104,502.86
3 Years Ago	\$2,782,410.83
5 Years Ago	\$524,565.91

Overview of Accounts				
Accounts	Account Holder	Account Number	Value 1 Year Ago	Current Value
Single Account Select	Sybil Faris Johnson	600-18308-1-6	\$54,843.46	\$56,893.99
Single Account Advisory Solutions UMA Model	Sybil Faris Johnson	600-22662-1-8	\$2,955,443.36	\$3,113,912.65
Individual Retirement Account Advisory Solutions Fund Model	Barrieree Johnson	600-85569-1-9	\$94,216.04	\$106,831.51
Total Accounts			\$3,104,502.86	\$3,277,638.15

Although account information is provided on this page, it does not guarantee an actual statement was produced. Refer to your account statement for the exact registration and more specific details regarding each account.

Financial Foundation

Reaching your personal financial goals depends on a strong foundation. At Edward Jones, we believe that foundation consists of regular reviews of your goals and their time frames, your comfort with risk (such as market volatility) and the way assets are allocated within your portfolio. Following is a summary of your financial foundation based on your discussions with your financial advisor.

Retirement Goal for Sybil Faris Johnson

Preparing for Retirement	Risk Tolerance	Planned Retirement	Desired Annual Spending	Retirement Portfolio Objective
	Sybil Medium to High	Sybil to Retire at Age 65	\$100,000	Balanced Toward Growth

The Desired Annual Spending amount does not include variable expenses or debt payments you may have discussed with your financial advisor.

Accounts Assigned to your Retirement Goal

Accounts	Account Holder	Account Number	Portfolio Objective - Account
Single Account Select	Sybil Faris Johnson	[REDACTED]	Balanced Toward Growth
Single Account Advisory Solutions UMA Model	Sybil Faris Johnson		Balanced Toward Growth
Individual Retirement Account Advisory Solutions Fund Model	Barrielee Johnson		Growth Focus Review Due in Jan 2025

Note: It is important to review your account(s) to keep your investments aligned with your risk tolerance and positioned to achieve your goal. Any Review Due dates above refer to dates by which you must complete your next annual review. Please contact your financial advisor to update any missing or outdated Financial Foundation information or to schedule your next annual review.

Important disclosures; such as Statement of Financial Condition, Conditions that Govern Your Account, Account Safety, Errors, Complaints, Withholding, Free Credit Balance, Fair Market Value or Terminology; relating to your account(s) are available on the last page of this package or at www.edwardjones.com/statementdisclosures.

Sybil Faris Johnson

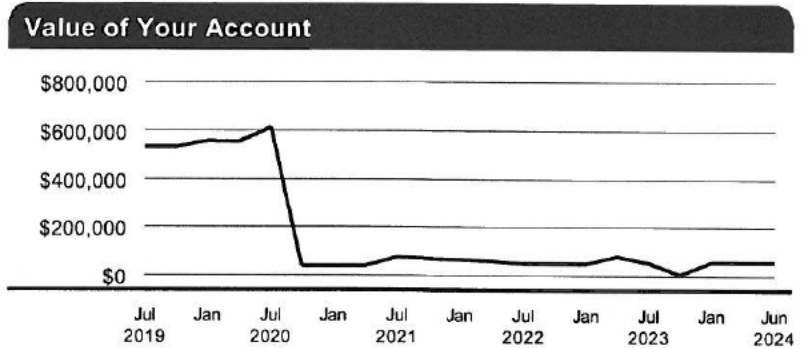
Download our app

Now you can stay in touch with your goals anywhere! Download the Edward Jones app to securely view a snapshot of your accounts, track progress toward your goals, communicate with your Edward Jones team and more. Available now in your favorite app store. Learn more at edwardjones.com/app.

Single - Select

Portfolio Objective - Account: Balanced Toward Growth

Account Value	
\$56,893.99	
1 Month Ago	\$56,711.01
1 Year Ago	\$54,843.46
3 Years Ago	\$25,112.18
5 Years Ago	\$524,565.91



Value Summary

	This Period	This Year
Beginning Value	\$56,711.01	\$55,612.04
Assets Added to Account	0.00	110,000.00
Assets Withdrawn from Account	0.00	-110,000.00
Fees and Charges	0.00	0.00
Change In Value	182.98	1,281.95
Ending Value	\$56,893.99	

For more information regarding the Value Summary section, please visit www.edwardjones.com/mystatementguide.

Rate of Return

Your Personal Rate of Return for Assets Held at Edward Jones	This Quarter	Year to Date	Last 12 Months	3 Years Annualized	5 Years Annualized
	0.66%	1.89%	4.06%	1.64%	5.38%

Rate of Return (continued)

Your Personal Rate of Return: Your Personal Rate of Return measures the investment performance of your account. It incorporates the timing of your additions and withdrawals and reflects commissions and fees paid. Reviewing Your Personal Rate of Return is important to help ensure you're on track to achieving your financial goals.

The performance of your investments is tracked since they have been held in the current account, but no earlier than Jan.1, 2009. This also includes investments you owned during this time period but have since sold. Certain events, including a transfer of an investment between accounts, share class conversion, or change in an investment's identification code (CUSIP) caused by a corporate action, will impact the time frame over which the investment's rate of return is calculated.

Rate of Return information on account statements uses the dollar-weighted calculation. Time-weighted Rate of Return numbers for Advisory Solutions Fund and UMA accounts can be found on your Quarterly Performance Report through Online Account Access. If you are not an Online Access user, visit edwardjones.com/access to sign up.

Information used to calculate performance may have been obtained from third parties and Edward Jones cannot guarantee the accuracy of such information.

For the most current information, contact your financial advisor or visit edwardjones.com/performance.

Summary of Assets (as of June 28, 2024)

	Value as of 06/28	Value as of 06/01	Dollar Change	% of Total Value
Assets Held at Edward Jones				
Cash, Insured Bank Deposit & Money Market funds	95.04	94.93	0.11	0.17%
Mutual funds	56,798.95	56,616.08	182.87	99.83
Total at Edward Jones	\$56,893.99	\$56,711.01	\$182.98	100%
Account Value	\$56,893.99	\$56,711.01	\$182.98	

Summary of Income

Income distributions from securities	This Period			This Year		
	Taxable	Tax-free	Total	Taxable	Tax-free	Total
Interest	\$0.11		\$0.11	\$22.64		\$22.64
Dividends						
Nonqualified (N)**	182.87		182.87	1,028.98		1,028.98
Total	\$182.98		\$182.98	\$1,051.62		\$1,051.62

Summary of Income (continued)

Other distributions or charges	This Period	This Year
Income reported in prior year		\$230.33
Total		\$230.33

**Taxable

Note: Your year-end tax documents (eg. Form 1099) will provide specific classifications of your income distributions. Qualified (Q) dividends may be taxed at reduced rates. Nonqualified (N) dividends may be taxed at ordinary rates. A portion of your Partially Qualified (P) dividends may also be taxed at reduced rates. Edward Jones, its employees and financial advisors cannot provide tax or legal advice. You should review your specific situation with your tax or legal professionals.

Estimated Interest and Dividends by Month

Month	Not Reinvested	Reinvested	Total
July	0	215	215
August	0	227	227
September	0	232	232
October	0	227	227
November	0	232	232
December	0	227	227
January	0	232	232
February	0	232	232
March	0	215	215
April	0	232	232
May	0	227	227
June	0	232	232
Total	\$0	\$2,730	\$2,730

Estimated Interest and Dividends by Security

Mutual Funds	Quantity	July 2024	August 2024	September 2024	3 Months Ending December 2024	3 Months Ending March 2025	3 Months Ending June 2025	12 Month Total
American U.S. Govt Mny Mkt A *	56,798	\$215	\$227	\$232	\$686	\$679	\$691	\$2,730
Total		\$215	\$227	\$232	\$686	\$679	\$691	\$2,730

The above is an estimate of the interest and dividends you can expect to earn on your investments in the next 12 months but it is only an estimate and cannot be guaranteed by Edward Jones or the issuers of the securities. The estimate is known as the Estimated Annual Income or EAI. It is based on past interest and dividend payments made by the securities held in your account. It is also based on statements made by the issuers of those securities. The estimates project possible future interest and dividend payments based on the number of bonds or shares held in your account at the time the estimate was done. Your actual investment income may be higher or lower than the estimated amounts. Estimates for certain types of securities that have a return of principal or capital gain may be overstated. Income being reinvested is indicated with '*'. Income cannot be estimated for the securities indicated by '**'. It cannot be estimated because the annual payment amount or frequency is not available at this time.

Asset Details (as of Jun 28, 2024)

additional details at www.edwardjones.com/access

Assets Held At Edward Jones

					Balance
Cash					\$32.94
	Current Yield/Rate	Beginning Balance	Deposits	Withdrawals	Ending Balance
Insured Bank Deposit	2.25%	61.99	0.11	—	62.10
Program Bank Detail		Amount on Deposit			
US Bank National Association		62.10			

Edward Jones Insured Bank Deposit Program (Bank Program) interest rates may vary and are impacted by the total amount paid on deposits by the banks, fees paid to Edward Jones, fees paid to a third party that assists in operating the Bank Program, and several additional factors including the use of a tiered schedule. The fee paid to Edward Jones by the Banks for serving as your agent may be as much as the Federal Funds Target - Upper Limit or 3.75% annually, whichever is greater, on your funds held in Deposit Accounts.

The FDIC insurance limit for all insurable capacities (e.g., individual, joint) is \$250,000 per bank. By using multiple banks, the Bank Program can provide up to a maximum total amount of \$5 million (\$10 million for joint accounts of two or more people) in FDIC insurance. Funds held in the Bank Program are not protected by the Securities Investor Protection Corporation (SIPC).

For further information regarding the Bank Program, please review the Program Disclosure, which is available from your financial advisor or at edwardjones.com/bankdeposit.

Important Information: List of Insured Bank Deposit Program Banks Has Been Modified

Bank(s) removed from the program:
Emigrant Bank, on or after 06/28/2024

Mutual Funds	Price	Quantity	Cost Basis	Unrealized Gain/Loss	Value
--------------	-------	----------	------------	----------------------	-------

Asset Details (continued)

American U.S. Government Money Market CI A Symbol: AFAXX Asset Category: Cash/Equivalents	1.00	56,798.95	—	—	56,798.95
Total Account Value					\$56,893.99

* - Average cost per share

Cost basis is the amount of your investment for tax purposes and is used to calculate gain or loss upon sale or other disposition of a security. It is not a measure of performance. The cost basis amounts on your statement should not be relied upon for tax preparation purposes. Cost basis information may be from outside sources and has not been verified for accuracy. Refer to your official tax documents for information about reporting cost basis. Consult a qualified tax advisor or an attorney regarding your situation. If you believe the cost basis information is inaccurate, contact Client Relations.

Investment and Other Activity by Date

Date	Description	Quantity	Amount
6/03	Dividend on American U.S. Govt Mny Mkt A on 56,616.08 Shares at Daily Accrual Rate		\$182.87
6/03	Reinvestment into American U.S. Govt Mny Mkt A @ 1.00	182.87	-182.87

Insured Bank Deposit Detail by Date

Beginning Balance on Jun 1					\$61.99
Date	Transaction	Description	Deposits	Withdrawals	Balance
6/28	Income	Insured Bank Deposit Interest	0.11		\$62.10
Total			\$0.11		
Ending Balance on Jun 28					\$62.10

Your Relationship and Mailing Group(s)

Relationship Group - You've directed us to share information about these accounts with the individual(s) listed below. This means information about your financial accounts, goals and objectives may be shared with and accessible by each owner, authorized party, and any other individual in the Relationship Group, including through Edward Jones Online Access and Edward Jones reports.

Without any additional notification to you, the individual(s) below will also be able to share any information available to the Relationship Group with people outside your Relationship Group through Edward Jones Online Access, or by contacting the Edward Jones branch responsible for your accounts. You may revoke this direction at any time, but until such revocation, we'll share information as directed by any member of the Relationship Group.

Mailing Group - You have also asked us to combine certain information about the accounts listed below into the mailing group(s) below for delivery purposes. Information for accounts within the same mailing group may be included in one envelope and mailed to the mailing group address. We may still send certain information directly to the account owners, as we believe appropriate.

Account Number	Account Owner(s)	Account Type	Mailing Group Address
[REDACTED]	Sybil Faris Johnson	Single Account Select	SYBIL FARIS JOHNSON [REDACTED]
[REDACTED]	Sybil Faris Johnson	Single Account Advisory Solutions UMA Model	
[REDACTED]	Barrielee Johnson	Individual Retirement Account Advisory Solutions Fund Model	

For more information on this relationship or mailing group(s), please visit www.edwardjones.com/disclosures. If you wish to make changes to either the relationship(s) or mailing group(s), please contact your financial advisor.

The Cheese Shop
Asset Purchase and Sales Agreement

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of May 31, 2024 (the “Effective Date”), by and between GRATEFUL GOURMET, INC. D/B/A THE CHEESE SHOP, a Massachusetts corporation (the “Seller”), PETER S. LOVIS (“Lovis”), and JOSLYN FOOD COOPERATIVE LLC, a Massachusetts limited liability company (the “Purchaser”). Seller, Lovis and Purchaser are sometimes referred to herein individually as a “Party”, and collectively as the “Parties”.

Recitals:

WHEREAS, Seller operates a restaurant and retail food business known as “The Cheese Shop” (the “Business”), which is located at 29 Walden Street, Concord, MA 01742 (the “Leased Property”); and

WHEREAS, Seller desires to sell substantially all of the Assets of the Business to Purchaser, and Purchaser desires to purchase substantially all of the Assets of the Business from Seller, on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 **Definitions.** In addition to the terms defined above in the introduction and recitals to this Agreement, other capitalized terms when used in this Agreement shall have the meanings as defined herein or set forth in Schedule 1.1 attached hereto.

**ARTICLE II
THE BUSINESS ASSETS AND LIABILITIES**

2.1 **Description of the Assets.** Subject to the terms set forth in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Seller, all right, title and interest of Seller in and to the assets of the Business including, without limitation, those set forth in this Section 2.1, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance, but expressly excluding the Excluded Assets (collectively, sometimes referred to as the “Assets”):

2.1.1. **Inventory.** All food and liquor inventory on hand (not including wine) (“Non-Wine Inventory”), all wine inventory (“Wine Inventory”), and other inventory used in the conduct of the Business or located at the Leased Property or on order for the future use of the Business as of the Closing (collectively, the “Inventory”);

2.1.2. **Equipment, Machinery and Fixtures.** All fixtures, supplies, materials, signs, appliances, equipment, furniture, furnishings, leasehold rights and improvements, machinery, tools, and other items of tangible personal property used in the conduct of the Business or located

at the Leased Property, including all warranties applicable to any such items;

2.1.3. IT Systems. All telephones and telephone systems, copiers, cameras, point-of-sale systems, digital video recording devices, computer hardware, telecommunications and information technology systems located at the Leased Property, and all computer software used in the Business (subject to the terms of any applicable license agreements), including all warranties applicable to any such items, to the extent the same are transferable or the Parties obtain any consent necessary to effectuate such a transfer;

2.1.4. Licenses. All transferable permits, licenses, registrations, orders and approvals which are held by Seller with respect to the Business, including those listed on Schedule 2.1.4 (the "Licenses");

2.1.5. Business Contracts. All contracts relating to the Business between Seller and third-party customers, suppliers, vendors, licensors or other parties, and all maintenance, repair, improvement, service and supply contracts, credit card service agreements, and all other agreements for goods or services which are held by Seller in connection with the Business, as set forth on Schedule 2.1.5, which Purchaser agrees to assume (collectively, the "Business Contracts");

2.1.6. Goodwill. Seller's goodwill related to the Business, and any and all goodwill related to the "The Cheese Shop" name;

2.1.7. Supply Vendors. A list of current vendors and purveyors of supplies for the Business and the Leased Premises;

2.1.8. Lists. Copies of all customer, distributor, and mailing lists used by Seller in the conduct of the Business and the Leased Premises;

2.1.9. Telephone Number and Address. All right, title and interest of the Seller in and to the use of the current telephone number and address used in the conduct of the Business and the Leased Premises; and

2.1.10. Intellectual Property. All intellectual property rights related to the Business, including in connection with the "The Cheese Shop" name, and all domain names and social media accounts related to the Business.

2.2 Excluded Assets. Notwithstanding anything to the contrary in Section 2.1, the property, assets, rights and interests set forth in this Section 2.2 (the "Excluded Assets") shall not be transferred, assigned or conveyed to Purchaser:

2.2.1. Cash. All cash on hand or on deposit in any house bank, operating account or other account or reserve maintained in connection with the Business, together with any and all credit card charges, checks and other instruments, which Seller has submitted for payment as of the Closing; and

2.2.2. Accounts receivable. All accounts receivable for all products sold and services performed prior to the Closing Date.

2.3 **Assumed Liabilities.** Subject to the terms and conditions set forth herein, Purchaser shall assume and agree to pay, perform, and discharge all Liabilities as provided in the Assumed Contracts in connection with the Assets incurred after the Closing Date (collectively, the “Assumed Liabilities”).

2.3.1 Purchaser shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities, other than the Assumed Liabilities, of Seller or any of its Affiliates of any kind or nature whatsoever including those related to Seller’s employees (the “Excluded Liabilities”) such that Purchaser will incur no liability in connection therewith, and the Seller shall defend, indemnify and hold Purchaser harmless from and against all such Excluded Liabilities. At Closing, Seller shall retain all Liabilities relating to the Business that arise from acts, omissions, occurrences, agreements, obligations or matters that take place or accrue prior to the Closing Date (the “Retained Liabilities”). Seller’s rights and obligations under this Section 2.3 shall survive the Closing.

2.3.2 Without limiting the foregoing, Excluded Liabilities include the following:

- i. Liabilities and obligations arising from transactions with any shareholder of the Seller, or any person or organization controlled by, controlling or under common control with any of the same or liabilities to any dissenting shareholder;
- ii. Liabilities and obligations for taxes of any kind, specifically including, but not limited to, sales taxes, withholding taxes, employment and/or payroll-related taxes, franchise and corporate income taxes, and taxes related to or arising from the actions taken pursuant to this Agreement;
- iii. Any legal fees and costs incurred by Seller in connection with the negotiation and preparation of this Agreement, the necessary transfer application documents, or the Seller Deliverables as set out herein; and
- iv. Liabilities in connection with or relating to all actions, suits, claims, proceedings, demands, assessments and judgments, costs, losses, liabilities, damages, deficiencies and expenses (whether or not arising out of third party claims), including, without limitation, interest, penalties, reasonable attorney and accountant fees and all amounts paid in investigation, defense or settlement of any of the foregoing.

This Section 2.3 shall survive the Closing.

ARTICLE III PURCHASE PRICE; ALLOCATION; OTHER PROVISIONS

3.1 **Purchase Price.** The purchase price for the Assets (the “Purchase Price”) shall be paid as follows:

- (a) Three Hundred Thousand and 00/100 Dollars (\$300,000.00) will be paid to Seller in cash via wire transfer on the Closing Date (the “Primary Payment”);
- (b) The Non-Wine Inventory, with a placeholder value of approximately Seventy-Five Thousand and 00/100 Dollars (\$75,000.00), valued as of December 31, 2023, will be paid to Seller in cash on the Closing Date (the “Non-Wine Inventory Payment”). The Non-Wine Inventory value will be subject to adjustment based on physical inventory count to be conducted by Purchaser on the Monday following the receipt of the Transfer Approvals, in preparation for the Closing to occur the following day. Therefore, the Non-Wine Inventory value will be adjusted by the difference between the placeholder value and the actual value on the Closing Date. Purchaser will have access to purchase orders in order to validate the price of such inventory, and Seller shall use commercially reasonable efforts to ensure an adequate number of Seller’s employees are available to conduct the inventory count; and
- (c) All Wine Inventory (with an estimated value of \$100,000.00) will be tracked on Purchaser’s new POS system to be installed by the Closing Date and will be paid on consignment occurring every three (3) months and ending on the one (1) year anniversary of the Closing Date. Payment to Seller will equal the wholesale cost associated with the Wine Inventory sold (the “Wine Inventory Payment”). Payments towards the Wine Inventory Payment will be provided to Seller within thirty (30) days after the end of each quarter. Upon the one (1) year anniversary of the Closing Date, any remaining Wine Inventory will be collected by Seller or purchased by Purchaser, as mutually agreed upon in writing by Purchaser and Seller, upon which collection or receipt of payment, as applicable, the Wine Inventory Payment will be deemed to have been paid in full. If Purchaser does not elect to purchase the remaining Wine Inventory, Seller shall collect such remaining Wine Inventory within ten (10) days of the one (1) year anniversary of the Closing Date, otherwise Purchaser shall move and store such remaining Wine Inventory at Seller’s sole cost and expense and Purchaser shall have no liability whatsoever with respect to such remaining Wine Inventory.

3.2 **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Assets by mutual agreement between the Purchaser and the Seller and shall be as shown on the allocation schedule set forth on Schedule 3.2 attached hereto (the “Allocation Schedule”). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Purchaser and Seller shall file all returns, declarations, reports, information returns and statements, and other documents relating to taxes (including amended returns and claims for refund) in a manner consistent with the Allocation Schedule.

3.3 **Third Party Consents.** To the extent that Seller’s rights under any Asset may not be assigned to Purchaser without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use their reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Purchaser’s rights under the Asset in question so that Purchaser would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by any Applicable Law and the Asset, shall

act after the Closing as Purchaser's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by any Applicable Law and the Asset, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser. This Section 3.3 shall survive the Closing.

3.4 **Leased Property.** Seller is a party to a certain Lease Agreement dated [*Lease date to be determined*], as amended and extended, by and between Seller and 17-31 Walden Street LLC (the "Landlord") for the Leased Property (the "Lease"). As a material inducement to Purchaser entering into this Agreement and a contingency to this Agreement, Purchaser shall execute a new lease with Landlord in a form reasonably acceptable to Purchaser (the "New Lease"). A copy of the current Lease shall be provided to Purchaser prior to Closing. If Purchaser does not enter into a New Lease with the Landlord by the Closing Date, Purchaser may terminate this Agreement by written notice to Seller at which time this Agreement shall be void without recourse to either party.

3.5 **Right to Inspect Premises.** From the date hereof until the Closing, Seller agrees to provide representatives of Purchaser and its advisors with reasonable access to the Leased Property at mutually agreed times and dates for all necessary and reasonable purposes as related to the transactions described herein, including but not limited to structural and engineering, zoning and land use, appraisal and building and health code investigations; provided that, access for the purpose of inspection will be limited to three (3) visits, unless otherwise mutually and reasonably agreed to by the Parties. All due care shall be taken so that access shall not interfere with the Seller's customers or employees.

3.6 **Gift Certificates.** For the one-year period following the Closing, Purchaser shall honor gift certificates issued by Seller prior to the Closing and Seller shall reimburse the Purchaser for such purchases within ten (10) days of Seller's receipt of copies of receipts evidencing gift certificates tendered as a form of payment. Seller shall not be required to reimburse Purchaser for gift certificate payments on and after the one-year anniversary of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties Concerning Seller.** To induce Purchaser to enter into this Agreement and to consummate the transaction described in this Agreement, Seller and, with respect to certain sections only, as noted herein, Lovis hereby make the representations and warranties in this Section 4.1 as of the Effective Date and as of the Closing Date, upon which Seller and Lovis acknowledge and agree that Purchaser is entitled to rely:

4.1.1. **Organization and Power.** Seller is a duly formed, validly existing, corporation in good standing in the Commonwealth of Massachusetts, and has all requisite power and authority to own the Assets and conduct the Business as currently owned and conducted.

4.1.2. **Authority and Binding Obligation.** Lovis has full power and authority to execute, deliver and perform this Agreement and all other documents to be executed and delivered by Seller pursuant to this Agreement, including, without limitation, the due approval by the shareholders of Seller in accordance with Seller's bylaws and other governing documents, and this Agreement is the valid and binding obligation of Seller in accordance with its terms. To the best of Lovis's

knowledge, neither the execution nor delivery by Seller of this Agreement or any other agreement, document, or instrument contemplated by this Agreement will conflict with or result in any violation of (i) a known Applicable Law or (ii) breach or constitute a default under any Agreement to which Seller is a party.

4.1.3. Compliance with Applicable Law. To the best of Lovis's knowledge, neither Lovis nor Seller has received any written notice of a violation of any Applicable Law with respect to the Business or Assets that has not been cured or dismissed, and there is no order or decree agreed to with or issued by any Governmental Authority with respect to the Business or Assets.

4.1.4. Claims. To the best of Lovis's knowledge, neither Seller nor Lovis is aware of, nor has Seller received, (i) written notification of any litigation, investigation, suit, legal action, administration, arbitration or other proceeding with respect to the Business or Assets, or (ii) any written notice of any claim, charge or complaint with respect to the Business or Assets. There are no unsatisfied or outstanding judgments, orders, decrees or stipulations affecting the Seller, the Assets, or the Business. There are no pending, unresolved or outstanding violation(s) by the Town of Concord licensing board (the "Licensing Board") and/or Alcoholic Beverages Control Commission for the Commonwealth of Massachusetts (the "ABCC") affecting the Licenses, the Assets or Business, and that the Licenses, Assets and Business are in good standing and remain in compliance with all rules and regulations of the relevant governing authorities and bodies.

4.1.5. Employment Matters. Seller is not a party to any written employment or compensation agreements with any Employees. Schedule 4.1.5 attached hereto lists all of the current Employees of the Business. As of the Closing Date, all compensation, including wages, commissions, accrued vacation and PTO, bonuses, fees and other compensation, payable to all employees, independent contractors or consultants of the Business for services performed on or prior to the Closing Date have been paid in full and there are no outstanding agreements, understandings or commitments of the Seller with respect to any compensation, accrued vacation and PTO, commissions, bonuses or fees.

4.1.6. Broker. Neither Lovis nor Seller has dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Seller in connection with the transaction described by this Agreement in a manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement. Lovis shall be responsible for payment of any fees and commissions due to any broker pursuant to a separate agreement between Seller and such broker, and Lovis will indemnify and hold harmless Purchaser from and against any claims of such broker for fees and commissions.

4.1.7. Foreign Person. Seller is a "United States person" (as defined in Section 7701(a)(30)(B) or (C) of the Code) for the purposes of the provisions of Section 1445(a) of the Code.

4.1.8. Contracts. Each Assumed Contract is valid and binding on Seller in accordance with its material terms and in full force and effect in accordance with the terms thereof. All amounts due under each Assumed Contract have been paid. Neither Seller, nor to Seller's knowledge, any other party thereto, is in breach of or default under (or is alleged to be in breach

of or default under) any Assumed Contract. Seller has not received any notices from any parties to the Assumed Contracts that any of the Assumed Contracts are being terminated and, to Seller's knowledge, Seller is not aware of any plans by any party to an Assumed Contract to terminate the Assumed Contract.

4.1.9. Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief law as contemplated by, pending or threatened against Seller.

4.1.10. No Adverse Changes. To Seller's knowledge, there have been, and on the Closing Date, there will have been, no material adverse changes in the financial condition of Seller and the Business, the condition of the Business (financial or otherwise), or assets of the Business; or the value of the Assets; and no liabilities or obligations incurred by Seller or transfers of property, except as herein provided, other than those events which may occur in the Ordinary Course of Business.

4.1.11. Taxes and Tax Returns. Seller has timely filed all federal, state and local income, excise or franchise tax returns, real estate and personal property tax returns, sales and use tax returns and other tax returns required to be filed by it and has paid all taxes owing by it except taxes which have not yet accrued or otherwise become due for which adequate provision has been made. and, to Seller's knowledge, has timely paid all taxes due and payable by the Seller related thereto. No taxing authority is now asserting, or threatening to assert, against Seller any deficiency or claim for additional taxes or interest thereon, or penalties in connection therewith.

4.1.12. Leased Property. The Leased Property, pursuant to the Lease, constitutes all of the real property interests held by Seller which are used in connection with the operation of the Business. The Lease is valid and fully enforceable by Seller against Landlord and is free and clear of any and all liens, claims, mortgages, security deeds, security interests and encumbrances of every kind and nature. To Seller's knowledge, all licenses and permits required for the continued operation of the Leased Property have been issued and are in full force and effect and, the operation of the Leased Property complies with all federal, state and local laws, rules and regulations applicable thereto.

4.1.13. Title to and Condition of Assets. Seller has good and marketable title in fee simple to the Assets, free and clear of any liens, encumbrances and charges of any kind or nature. Each of the Assets is in good working order and condition, normal wear and tear accepted.

4.1.14. Payment of Liabilities. There are no liabilities of Seller which will not be paid on or prior to Closing or if not paid will be or may create a lien upon the Licenses, the Assets or interfere with Purchaser's ability to operate a restaurant or bar on the Premises (e.g., bills for alcoholic beverage deliveries) and Seller has made all payments due to the Massachusetts Department of Unemployment Assistance and to all alcoholic beverages wholesalers.

4.1.15. ABCC Delinquent List. Seller has not been placed nor shall be placed on or before the date of the Closing on the delinquent list of the ABCC pursuant to Massachusetts General Laws Chapter 138, Section 23.

4.2 **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement and to consummate the transaction described in this Agreement, Purchaser hereby makes the representations and warranties in this Section 4.2 as of the Effective Date and as of the Closing Date, upon which Purchaser acknowledges and agrees that Seller is entitled to rely:

4.2.1. **Organization and Authority.** Purchaser is duly formed, validly existing, in good standing in the Commonwealth of Massachusetts, and has full power and authority to execute and deliver this Agreement and all other documents to be executed and delivered by Seller pursuant to this Agreement.

4.2.2. **No Violation.** The execution, delivery and performance by Purchaser of this Agreement and all other instruments or documents executed and delivered hereunder by Purchaser do not violate any law, rule, regulation or ordinance, or any order or ruling of any court or governmental entity applicable to the Purchaser. No notice to, filing with, or consent of, any public body or authority is necessary for the consummation by Purchaser of the transactions contemplated in this Agreement.

4.2.3. **Litigation.** There is no litigation pending or, to Purchaser's knowledge, threatened, against Purchaser in respect of the consummation of the transactions contemplated hereby.

4.2.4. **Brokers.** Purchaser has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Purchaser in connection with the transaction described by this Agreement in a manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement.

ARTICLE V COVENANTS

5.1 **Confidentiality.**

5.1.1. **Disclosure of Confidential Information.** Seller, Lovis and Purchaser shall keep confidential and not make any public announcement or disclose to any Person the existence or any terms of this Agreement or any information disclosed by Seller or any other documents, materials, data or other information with respect to the Business which is not generally known to the public (the "Confidential Information"). Seller and Purchaser will consult with each other before issuing any press releases or otherwise making any public statements or filings with governmental entities with respect to this Agreement or the transactions contemplated hereby, and shall not issue any press releases or make any public statements or filings with governmental entities prior to such consultation, and shall modify any portion thereof if the other Party reasonably objects thereto, unless the same may be required by Applicable Law. Notwithstanding the foregoing, Seller, Lovis and Purchaser shall be permitted to (i) disclose any Confidential Information to the extent required under Applicable Law, and (ii) disclose any Confidential Information to any Person on a "need to know" basis, such as their respective shareholders, partners, member, trustees, beneficiaries, directors, officers, employees, attorneys, consultants, engineers, surveyors, lenders, investors, managers, franchisors and such other Persons whose assistance is required to consummate the transactions described in this Agreement; provided, however, that Seller, Lovis or Purchaser (as

the case may be) shall (A) advise such Person of the confidential nature of such Confidential Information, and (B) use commercially reasonable efforts to cause such Person to maintain the confidentiality of such Confidential Information. The obligations under this Section 5.1.1 shall survive termination of this Agreement and the Closing.

5.2 Conduct of the Business.

5.2.1. Operation in Ordinary Course of Business. From the Effective Date until the Closing or earlier termination of this Agreement, except as otherwise provided in this Agreement, Seller shall conduct the Business in the Ordinary Course of Business; not enter into any contract or incur any commitment for the Business extending beyond the Closing Date unless approved in writing by Purchaser; maintain its Assets in substantially the same condition as they are at present, reasonable wear and tear excepted; maintain the Licenses in full force and effect; and maintain insurance on the Assets.

5.2.2. Contracts. From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser's prior written consent, which may be withheld in Purchaser's reasonable discretion, enter into, obtain, amend, extend, renew or terminate any new or existing Assumed Contracts or Licenses. Any such Assumed Contracts or Licenses or amendments, extensions, renewals or terminations thereof approved by Purchaser pursuant to this Section 5.2.2 shall be deemed incorporated into Seller's representations and warranties and included as part of the Assumed Contracts and Licenses as defined herein.

5.3 Employees. Seller shall terminate or cause the termination of the employment of all Employees of the Business effective as of the Closing. Seller shall specifically remain liable to all such Employees for, and timely pay, all wages, paid time off, severance and benefits (whether arising under any benefit plan maintained by Seller or required under Applicable Law) that accrued to any such Employee prior to Closing or as a result of such termination. Seller shall be responsible for any layoff, closing and other terminations notices (and perform and do such other acts) required pursuant to the provisions of the WARN Act. Notwithstanding anything to the contrary herein, within thirty (30) days prior to the anticipated Closing Date, Purchaser shall have reasonable access to the Seller's management team to discuss each person's desired future role with Purchaser. Purchaser, in its sole discretion, may offer employment to some employees of Seller, however, Purchaser shall not be required to hire any employees of Seller at Closing other than Lovis. Purchaser and Lovis shall enter into an at-will employment arrangement, on terms mutually agreed upon by the Purchaser and Lovis in writing, commencing upon the Closing Date (the "Offer Letter"). This Section 5.3 shall survive the Closing.

5.4 Notices and Filings. Seller and Purchaser shall use commercially reasonable efforts to cooperate with each other (at no cost or expense to the Party whose cooperation is requested, other than any de minimis cost or expense or any cost or expense which the requesting Party agrees in writing to reimburse) to provide written notice to any Person under any Assumed Contracts, Licenses, and to effect any registrations or filings with any Governmental Authority or other Person, regarding the change in ownership of the Business or Assets. This Section 5.4 shall survive the Closing.

5.5 Further Assurances. From the Effective Date until the Closing or earlier termination of

this Agreement, Seller and Purchaser shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transaction described in this Agreement, including (i) obtaining all necessary consents, approvals and authorizations required to be obtained from any Governmental Authority or other Person under this Agreement or Applicable Law, and (ii) effecting all registrations and filings required under this Agreement or Applicable Law. After the Closing, Seller and Purchaser shall use commercially reasonable efforts (at no cost or expense to such Party, other than any de minimis cost or expense or any cost or expense which the requesting Party agrees in writing to reimburse) to further effect the transaction contemplated in this Agreement. The immediately preceding sentence of this Section 5.5 shall survive the Closing.

5.6 Non-Competition; Non-Solicitation. For a period of five (5) years following the Closing Date (the “Restrictive Period”), neither Seller nor Lovis shall, directly or indirectly, as an owner, founder, shareholder, security holder, partner, member, advisor, director, consultant, contractor, agent, affiliate or co-venturer, or otherwise, (a) act in any capacity of, in or with respect to any business competing with the Business within a 15-mile radius of the Leased Premises; (b) induce or attempt to induce any customer, supplier, vendor, employee, consultant or other business relation of Purchaser or the Business to modify, reduce or terminate its relationship with Purchaser or the Business; or (c) solicit for hire or hire any employee of the Business without the prior written consent of Purchaser.

5.7 Assignment of Liquor License. Purchaser shall use best efforts, at Purchaser’s sole cost and expense, and Seller shall use best efforts to assist the Purchaser, in obtaining all necessary local and state approvals to transfer the liquor license associated with the Business (the “Liquor License”) from Seller to Purchaser with all applicable appeals periods expired, with no change(s) to the capacity, hours of operation, or any other conditions associated with the Liquor License as currently exercised by the Licensing Board and the ABCC (the “Transfer Approvals”) to be effective as of the Closing Date. The Transfer Approvals shall be a condition precedent to Closing. If, despite best efforts, Purchaser is unable to obtain the Transfer Approvals by September 30, 2024, either Seller or Purchaser may choose to terminate this Agreement, without recourse to the other party, or, alternatively, the Parties may mutually agree in writing to extend and/or delay the Closing Date.

5.7.1 ABCC Delinquency. Seller shall pay all beer, wine, alcoholic beverages and non-alcoholic beverages purveyors, if any, in full prior to the Closing Date owed by both the Seller and the Business. Without limiting the foregoing, the Seller shall pay any and all amounts necessary to remove Seller and/or Business from the M&S Services Bureau and/or ABCC delinquency list, as applicable, on or before the Closing Date. Seller shall provide Purchaser a complete list of any and all creditors including names, addresses, account numbers and amounts owed to date which Seller or Business seeks to satisfy from the proceeds of the sale. Seller shall provide an updated list of amounts owed said creditors no later than three (3) business days prior to Closing. Seller shall be solely responsible for any costs, expenses and legal fees associated with removing any such liens or encumbrances, which amounts shall also be disbursed from Seller’s proceeds of the sale. This Section 5.7.1 shall survive Closing.

**ARTICLE VI
CLOSING CONDITIONS**

6.1 Mutual Closing Conditions.

6.1.1. Satisfaction of Mutual Closing Conditions. The respective obligations of Seller and Purchaser to close the transaction contemplated in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Mutual Closing Conditions"):

(a) Adverse Proceedings. No litigation or other court action shall have been commenced by a third party seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement, and no preliminary or permanent injunction or other order, decree or ruling shall have been issued by a court of competent jurisdiction or by any Governmental Authority, that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

(b) Adverse Law. No Applicable Law shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

6.1.2. Failure of Mutual Closing Condition. If any of the Mutual Closing Conditions is not satisfied at Closing, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party and the Parties shall have no further rights or obligations under this Agreement, except for those which expressly survive such termination.

6.2 Purchaser Closing Conditions.

6.2.1. Satisfaction of Purchaser Closing Conditions. In addition to the Mutual Closing Conditions, Purchaser's obligations to close the transactions described in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Purchaser Closing Conditions"):

(a) Seller's Deliverables. All of the Seller Closing Deliverables shall have been delivered to Purchaser at Closing.

(b) Representations and Warranties. The representations or warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing (or as of such other date to which such representation or warranty expressly is made).

(c) Covenants and Obligations. The covenants and obligations of Seller in this Agreement shall have been performed in all material respects.

6.2.2. Failure of Purchaser Closing Condition. If any of the Purchaser Closing Conditions is not satisfied at Closing because of a Seller Default, then Purchaser shall have the rights set forth in Section 9.1. If any of the Purchaser Closing Conditions is not satisfied at Closing other than because of a Seller Default, then Purchaser shall have no further rights or obligations under this

Agreement, except those which expressly survive such termination, or Purchaser may waive any of the Purchaser Closing Conditions at or prior to Closing.

6.3 Seller Closing Conditions.

6.3.1. Satisfaction of Seller Closing Conditions. In addition to the Mutual Closing Conditions, Seller's obligations to close the transactions contemplated in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Seller Closing Conditions"):

(a) Receipt of the Purchase Price. Purchaser shall have paid to Seller the Primary Payment and the Non-Wine Inventory Payment (collectively, the "Closing Payment").

(b) Purchaser's Deliverables. All of the Purchaser Closing Deliverables shall have been delivered to Seller at Closing.

(c) Representations and Warranties. The representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing (or as of such other date to which such representation or warranty expressly is made).

(d) Covenants and Obligations. The covenants and obligations of Purchaser in this Agreement shall have been performed in all material respects.

6.3.2. Failure of Seller Closing Condition. If any of the Purchaser's Closing Conditions is not satisfied at Closing, then Seller shall have the right to (i) terminate this Agreement by providing written notice to Purchaser and the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination, or (ii) waive any of the Seller Closing Conditions at or prior to Closing.

ARTICLE VII CLOSING

7.1 Closing. The closing of the transaction described in this Agreement (the "Closing") shall take place by means of an electronic closing in which the Closing documentation will be delivered by electronic mail exchange of signature pages in .pdf or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals, and shall take place on the Tuesday following the receipt of the Transfer Approvals, unless extended by the mutual written agreement of the parties (the date on which the Closing actually occurs is hereinafter referred to as the "Closing Date"), subject to Section 5.7 of this Agreement.

7.2 Closing Deliverables.

7.2.1. Seller's Deliverables. At the Closing, Seller shall deliver or cause to be delivered to Purchaser, all of the (i) documents set forth in this Section 7.2.1, each of which shall have been duly executed by Seller and acknowledged (if required), and (ii) other items set forth in this Section 7.2.1 (the "Seller Closing Deliverables"), as follows:

(a) A Bill of Sale in the form of Exhibit A transferring the Assets to Purchaser on the terms set forth therein;

(b) An Assignment and Assumption of Contracts and Licenses for the Business in the form of Exhibit B, assigning the Assumed Contracts and Licenses to Purchaser on the terms set forth therein;

(c) Transfer Approvals;

(d) A Certificate of Good Standing issued by Massachusetts Department of Revenue for the Seller;

(e) A Certificate of Compliance issued by Massachusetts Department of Unemployment Assistance for the Seller;

(f) A Certificate of Good Standing issued by the Office of the Secretary of the Commonwealth of Massachusetts for the Seller;

(g) A certificate of the secretary of the Seller certifying the resolutions adopted by the directors and shareholders of Seller authorizing the execution, delivery and performance of this Agreement and the other agreements, documents and instruments contemplated hereby;

(h) To the extent not previously delivered to Purchaser, copies of the Assumed Contracts and Licenses in Seller's possession;

(i) A UCC-1 report confirming there are no liens or encumbrances on the Assets;

(j) Offer Letter; and

(k) Such other documents and instruments as may be reasonably requested by Purchaser in order to consummate the transaction described in this Agreement.

7.2.2. Purchaser's Deliverables. At the Closing, Purchaser shall deliver or cause to be delivered to Seller all of the (i) documents set forth in this Section 7.2.2, each of which shall have been duly executed by Purchaser and acknowledged (if required), and (ii) other items set forth in this Section 7.2.2 (the "Purchaser Closing Deliverables"), as follows:

(a) The Closing Payment (as adjusted as necessary pursuant to Section 3.1(b)) to be paid by Purchaser;

(b) A counterpart of each of the documents and instruments to be delivered by Seller under Section 7.2.1 which require execution by Purchaser;

(c) A Certificate of Good Standing issued by the Office of the Secretary of the Commonwealth of Massachusetts for the Purchaser;

(d) A certificate of the manager of the Purchaser certifying the resolutions adopted by the managers and members of Purchaser authorizing the execution, delivery and performance of this Agreement and the other agreements, documents and instruments contemplated hereby; and

(e) Such other documents and instruments as may be reasonably requested by Seller in order to consummate the transaction described in this Agreement.

ARTICLE VIII POST-CLOSING MATTERS

Seller and Purchaser agree to work together in good faith to resolve any issues pertaining to this Agreement and Closing that arise from and after the Closing.

ARTICLE IX DEFAULT AND REMEDIES

9.1 **Seller's Default.** If any of Seller's and Lovis' representations or warranties hereunder is not true and correct in any material respect or Seller fails to perform its covenants or obligations hereunder in any material respect which breach or default is not caused by a Purchaser Default (a "**Seller Default**"), then Purchaser shall be entitled to pursue any rights or remedies available to Purchaser, at law and in equity including without limitation, Purchaser may elect to: (a) terminate this Agreement by providing written notice to Seller, after which the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination; (b) proceed to Closing pursuant to this Agreement, in which case Purchaser shall be deemed to have waived such Seller Default and, if applicable, any Purchaser Closing Condition that is not satisfied as a result of such Seller Default, and Purchaser shall pay the full Purchase Price at Closing; or (c) seek specific performance. The preceding clause shall survive the termination of this Agreement.

9.2 **Purchaser's Default.** If any of Purchaser's representations or warranties hereunder is not true and correct in any material respect or Purchaser fails to perform its covenants or obligations hereunder in any material respect which breach or default is not caused by a Seller Default (a "**Purchaser Default**"), then Seller, as its sole and exclusive remedies, may elect to: (a) terminate this Agreement by providing written notice to Purchaser, and the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination; or (b) proceed to Closing pursuant to this Agreement, in which case Seller shall be deemed to have waived such Purchaser Default and, if applicable, any Seller Closing Condition that is not satisfied as a result of such Purchaser Default, and Purchaser shall pay the full Purchase Price at Closing. The preceding clause shall survive the termination of this Agreement.

ARTICLE X SURVIVAL AND INDEMNIFICATION

10.1 **Survival.** If this Agreement is terminated, those representations, warranties, covenants, liabilities, indemnities and obligations of the Parties under this Agreement that expressly survive the termination of this Agreement shall survive such termination, and all others shall not survive such termination. If the Closing occurs, those representations, warranties, covenants, liabilities, indemnities and obligations of the Parties under this Agreement that expressly survive the Closing

shall survive the Closing as provided herein. This ARTICLE X and all rights and obligations of defense and indemnification as expressly set forth in this Agreement shall survive the Closing or termination of this Agreement.

10.2 **Indemnification by Seller.** Subject to the limitations set forth in any express provision in this Agreement, including, without limitation, Section 4.3 hereof, Seller shall defend, indemnify and hold harmless the Purchaser Indemnitees from and against any Indemnification Loss incurred by any Purchaser Indemnitee to the extent resulting from (i) any material breach by Seller of any of its representations, warranties, covenants or obligations under this Agreement, (ii) any Excluded Asset; (iii) any claims for workers' compensation relating to the period prior to the Closing and any claim under or pursuant to any employee or other benefit plan or any liability with respect to any employee or other benefit plan by any person who was at any time prior to the Closing an Affiliate of the Seller; (iv) any Third Party Claim based upon, resulting from, or arising out of operation of the Business prior to the Closing Date; and (v) any Retained Liabilities. For purposes of this Agreement, "**Third Party Claim**" means notice of the assertion or commencement of any action made or brought by any Person who is not a party to this Agreement or an Affiliate of a Party to this Agreement.

10.3 **Indemnification by Purchaser.** Purchaser shall defend, indemnify and hold harmless the Seller Indemnitees from and against any Indemnification Loss incurred by any Seller Indemnitee to the extent resulting from (i) any material breach by Purchaser of any of its representations, warranties, covenants or obligations under this Agreement, (ii) any claims for workers' compensation relating to the period after the Closing and any claim under or pursuant to any employee or other benefit plan or any liability with respect to any employee or other benefit plan by any person who after the Closing is an Affiliate of Purchaser; (iii) any Third Party Claim based upon, resulting from, or arising out of operation of the Business after the Closing Date; and (iv) any Assumed Liabilities.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 **Notices.**

11.1.1. **Method of Delivery.** All notices, requests, demands and other communications required to be provided by any Party under this Agreement (each, a "**Notice**") shall be in writing and delivered, at the sending Party's cost and expense, by (i) personal delivery, (ii) express courier service (i.e., Federal Express, certified mail or similar service):

If to Seller:

Grateful Gourmet, Inc.
29 Walden Street
Concord, MA 01742
Attn: Peter S. Lovis
Email: [REDACTED]

With a copy to:

Harbor Law Group
96 West Main Street, Suite C
Northborough, MA 01532
Attn: Mary C. Casey, Esq.
Email: mcasey@harborlaw.com

If to Purchaser:

Joslyn Food Cooperative LLC
[REDACTED]

Attn: Joshua Joslyn

Email: [REDACTED]

With a copy to:

Eckert Seamans Cherin & Mellott, LLC
Two International Place, 16th Floor
Boston, MA 02110
Attn: Kristi Panduku
Email: kpanduku@eckertseamans.com

11.1.2. Receipt of Notices. All Notices sent by a Party (or its counsel) under this Agreement shall be deemed to have been received by the Party to whom such Notice is sent upon (i) delivery to the address of the recipient Party, provided that such delivery is made prior to 5:00 p.m. (local time for the recipient Party) on a Business Day, otherwise the following Business Day, or (ii) the attempted delivery of such Notice if (A) such recipient Party refuses delivery of such Notice, or (B) such recipient Party is no longer at such address or email address, and such recipient Party failed to provide the sending Party with its current address or email address.

11.1.3. Delivery by Party's Counsel. The Parties agree that the attorney for such Party shall have the authority to deliver Notices on such Party's behalf to the other Party hereto.

11.2 Time is of the Essence. Time is of the essence of this Agreement; provided, however, that notwithstanding anything to the contrary in this Agreement, if the time period for the performance of any covenant or obligation, satisfaction of any condition or delivery of any Notice or item required under this Agreement shall expire on a day other than a Business Day, such time period shall be extended automatically to the next Business Day.

11.3 Assignment. Neither Party may assign its rights under this Agreement but Purchaser may take title to the Business or Assets in one or more nominees.

11.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and permitted assigns.

11.5 Third Party Beneficiaries. This Agreement shall not confer any rights or remedies on any

Person other than (i) the Parties and their respective successors and assigns, and (ii) any indemnitee to the extent such indemnitee is expressly provided any right of defense or indemnification in this Agreement.

11.6 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY PRINCIPLES REGARDING CONFLICT OF LAWS.

11.7 Rules of Construction. The following rules shall apply to the construction and interpretation of this Agreement:

11.7.1. Singular words shall connote the plural as well as the singular, and plural words shall connote the singular as well as the plural, and the masculine shall include the feminine and the neuter, as the context may require.

11.7.2. All references in this Agreement to particular articles, sections, subsections or clauses (whether in upper or lower case) are references to articles, sections, subsections or clauses of this Agreement. All references in this Agreement to particular exhibits or schedules (whether in upper or lower case) are references to the exhibits and schedules attached to this Agreement, unless otherwise expressly stated or clearly apparent from the context of such reference.

11.7.3. The headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

11.7.4. Each Party and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement or any exhibits hereto shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

11.7.5. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Agreement, and not solely to the provision in which such term is used.

11.7.6. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without limitation.”

11.7.7. The term “sole discretion” with respect to any determination to be made a Party under this Agreement shall mean the sole and absolute discretion of such Party, without regard to any standard of reasonableness or other standard by which the determination of such Party might be challenged.

11.7.8. As used herein, the terms “to Seller’s knowledge”, “Seller has no knowledge”, “Seller is not aware of”, and other words and phrases of similar construction means all facts, matters and circumstances actually known, or could reasonably have acquired actual knowledge of such fact or matter in the ordinary course of his duties, by Lovis as of the Closing Date, without further duty of inquiry. Lovis manages the day-to-day operations of the Business.

11.8 **Severability.** If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

11.9 **JURISDICTION AND VENUE.** ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE CONDUCTED IN MIDDLESEX COUNTY SUPERIOR COURT IN THE COMMONWEALTH OF MASSACHUSETTS AND SELLER (FOR ITSELF AND ALL SELLER INDEMNITEES) AND PURCHASER (FOR ITSELF AND ALL PURCHASER INDEMNITEES) HEREBY SUBMIT TO JURISDICTION AND CONSENT TO VENUE IN SUCH COURT, AND WAIVE ANY DEFENSE BASED ON FORUM NON CONVENIENS.

11.10 **WAIVER OF TRIAL BY JURY.** EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

11.11 **Prevailing Party.** If any litigation is commenced by any Party to enforce its rights under this Agreement against any other Party, all fees, costs and expenses, including reasonable attorneys' fees and court costs, incurred by the prevailing Party in such litigation shall be reimbursed by the losing Party; provided, that if a Party to such litigation prevails in part, and loses in part, the court, presiding over such litigation, shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.

11.12 **Incorporation of Recitals, Exhibits and Schedules.** The recitals to this Agreement, and all exhibits and schedules referred to in this Agreement are incorporated herein by such reference and made a part of this Agreement. Any matter disclosed in any schedule to this Agreement shall be deemed to be incorporated in all other schedules to this Agreement.

11.13 **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the Parties hereto, and shall supersede any agreements and understandings (written or oral), including any letter of intent, between the Parties on or prior to the Effective Date with respect to the transaction described in this Agreement.

11.14 **Amendments, Waivers and Termination of Agreement.** No amendment or modification to any terms or provisions of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by each of the Parties.

11.15 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The submission of a signature page transmitted by facsimile (or similar electronic transmission facility, including PDF via email) shall be considered as an "original" signature page for purposes of this Agreement so long as the original signature page is thereafter transmitted by mail or by other delivery service and the original signature page is substituted for the facsimile (or

similar electronic transmission facility, including PDF via email) signature page in the original and duplicate originals of this Agreement.

11.16 **Exclusive Negotiations**. From the Effective Date through the Closing Date neither Seller nor any of its shareholders, officers, directors, employees, affiliates or representatives will solicit proposals or offers from or engage in discussions with any party other than Purchaser to sell the Business and Assets or any portion thereof, whether through a stock or asset purchase, a merger or consolidation, or any other form of transaction. Notwithstanding anything to the contrary contained herein, in the event of a breach of this provision by Seller, Purchaser reserves all rights and remedies at law or in equity, including, without limitation, the right to enjoin any transaction with any other party and the right to specifically enforce its rights under this Agreement.

**[Remainder of Page Intentionally Left Blank;
Signature Page Follows]**

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and delivered in its name by a duly authorized officer or representative as of the Effective Date.


SELLER:

GRATEFUL GOURMET, INC. D/B/A THE
CHEESE SHOP

By: 

Name: Peter S. Lovis

Title: President


Peter S. Lovis, individually

PURCHASER:

JOSLYN FOOD COOPERATIVE LLC

By: _____

Name: Joshua Joslyn

Title: Manager

[Signature Page to Asset Purchase Agreement dated May 31, 2024]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and delivered in its name by a duly authorized officer or representative as of the Effective Date.

SELLER:

GRATEFUL GOURMET, INC. D/B/A THE
CHEESE SHOP

By: _____

Name: Peter S. Lovis

Title: President

Peter S. Lovis, individually

PURCHASER:

JOSLYN FOOD COOPERATIVE LLC

By: _____

Name: Joshua Joslyn

Title: Manager

[Signature Page to Asset Purchase Agreement dated May 31, 2024]

Exhibits and Schedules

Exhibit A	Form of Bill of Sale
Exhibit B	Form of Assignment and Assumption of Contracts and Licenses
Schedule 1.1	Definitions
Schedule 2.1.4	Licenses
Schedule 2.1.5	Business Contracts
Schedule 3.2	Purchase Price Allocation
Schedule 4.1.6	Employment Matters

EXHIBIT A

FORM OF BILL OF SALE

THIS BILL OF SALE is made as of [_____], 2024, by and between GRATEFUL GOURMET, INC. D/B/A THE CHEESE SHOP, a Massachusetts corporation (the “Seller”), and JOSLYN FOOD COOPERATIVE LLC, a Massachusetts limited liability company (the “Purchaser”).

Recitals:

A. Seller and Purchaser are parties to that certain Asset Purchase and Sale Agreement, dated as of May ___, 2024 (the “Purchase Agreement”), pursuant to which Seller agreed to sell, assign, transfer and convey to Purchaser all of its right, title and interest in and to substantially all of the Assets of the Business, but not including the Excluded Assets, all as more thoroughly described within the Purchase Agreement. All initial capitalized terms used, but not defined, in this Bill of Sale shall have the meanings set forth in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein.
2. As contemplated by and subject to the terms of the Purchase Agreement, Seller hereby sells, assigns, transfers and conveys to Purchaser in and to all of the Assets, free and clear of liens, claims and encumbrances and covenants with the Purchaser that the Seller is the lawful owner of the said Assets; that they are free from all claims, mortgages, pledges, security interest, charges, liens, restrictions and encumbrances of any kind, and that Seller will warrant and defend the same against the lawful claims and demands of all persons. Other than the foregoing covenant, Purchaser hereby acknowledges, covenants, represents and warrants that other than as expressly provided in the Purchase Agreement, Seller has made absolutely no other representations or warranties (express, implied, or statutory) concerning the Assets including, without limitation, any warranty of merchantability or condition, or warranty of fitness for a particular purpose.
3. This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the Commonwealth of Massachusetts.
4. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

[Signatures on the following pages]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be executed as of the date first set forth above.

SELLER:

GRATEFUL GOURMET, INC. D/B/A THE
CHEESE SHOP

By: _____
Name: Peter S. Lovis
Title: President

PURCHASER:

JOSLYN FOOD COOPERATIVE LLC

By: _____
Name: Joshua Joslyn
Title: Manager

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND LICENSES

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND LICENSES (this “Assignment”) is made as of [_____], 2024 by and between GRATEFUL GOURMET, INC. D/B/A THE CHEESE SHOP, a Massachusetts corporation (the “Seller”), and JOSLYN FOOD COOPERATIVE LLC, a Massachusetts limited liability company (the “Purchaser”).

Recitals:

A. Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of May __, 2024 (the “Purchase Agreement”), pursuant to which Seller agreed to sell, assign, transfer and convey to Purchaser substantially all of the Assets of the Business. All initial capitalized terms used, but not defined, in this Assignment shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of the Assumed Contracts and Licenses (to the extent assignable) listed on Annex A hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein.
2. Effective as of the Assignment Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor’s estate, right, title and interest in and to the Assumed Contracts and Licenses first arising from and after the Assignment Date, and Assignee hereby accepts such assignment.
3. Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the Assumed Contracts and Licenses accruing or arising on or after the Assignment Date.
4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assumed Contracts and the Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This Assignment may be executed in counterparts (including facsimile and electronic copies), each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the Commonwealth of Massachusetts.

[Signatures on the following pages]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Contracts and Licenses to be executed as of the date first set forth above.

ASSIGNOR:

GRATEFUL GOURMET, INC. D/B/A THE
CHEESE SHOP

By: _____

Name: Peter S. Lovis

Title: President

ASSIGNEE:

JOSLYN FOOD COOPERATIVE LLC

By: _____

Name: Joshua Joslyn

Title: Manager

ANNEX A
TO ASSIGNMENT OF CONTRACTS AND LICENSES

Assumed Contracts:

None.

Licenses:

1. ABCC Liquor License No. 00022-PK-0244
2. Common Victualler's License No.2024-34 issued by the Town of Concord
3. Food Establishment Permit No. FE-23-0052 issued by the Town of Concord Health Division

SCHEDULE 1.1

DEFINITIONS

In addition to the terms defined in the introduction and recitals to this Agreement, the following terms when used in this Agreement shall have the meanings set forth in this Schedule 1.1:

“Affiliate” means, with respect to the Person in question, any other Person that, directly or indirectly, (i) owns or controls fifty percent (50%) or more of the outstanding voting and/or equity interests of such Person, or (ii) controls, is controlled by or is under common control with, the Person in question. For the purposes of this definition, the term “control” and its derivations means having the power, directly or indirectly, to direct the management, policies or general conduct of business of the Person in question, whether by the ownership of voting securities, contract or otherwise.

“Applicable Law” means (i) all statutes, laws, common law, rules, regulations, ordinances, codes or other legal requirements of any Governmental Authority, stock exchange, board of fire underwriters and similar quasi-governmental authority, and (ii) any judgment, injunction, order or other similar requirement of any court or other adjudicatory authority, in effect at the time in question and in each case to the extent the Person or property in question is subject to the same.

“Assumed Contracts” means the Business Contracts.

“Business” has the meaning set forth in the Recitals.

“Business Contracts” has the meaning set forth in Section 2.1.5.

“Business Day” means any day other than a Saturday, Sunday or federal legal holiday.

“Closing” has the meaning set forth in Section 7.1.

“Closing Date” has the meaning set forth in Section 7.1.

“Closing Payment” has the meaning set forth in Section 6.3.1(a).

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and any regulations, rulings and guidance issued by the Internal Revenue Service.

“Confidential Information” has the meaning set forth in Section 5.1.1.

“Employees” means, at the time in question, all persons employed full time or part time at the Business by Seller or its Affiliates as listed on Schedule 4.1.6.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Governmental Authority” means any federal, state or local government or other political subdivision thereof, including any Person exercising executive, legislative, judicial, regulatory or

administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

“Indemnification Loss” means, with respect to any indemnitee, any actual (and not contingent) liability, damage, loss, cost or expense, including reasonable attorneys’ fees and expenses and court costs, incurred by such indemnitee as a result of the act, omission or occurrence in question.

“Inventory” has the meaning set forth in Section 2.1.1.

“Lease” has the meaning set forth in Section 3.4.

“Leased Property” has the meaning set forth in the Recitals.

“Liability” means any liability, obligation, damage, loss, diminution in value, cost or expense of any kind or nature whatsoever, whether accrued or unaccrued, actual or contingent, known or unknown, foreseen or unforeseen.

“Licenses” has the meaning set forth in Section 2.1.4.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, financial condition or assets of the Business, taken as a whole, or (b) the ability of Seller to consummate the transactions contemplated hereby.

“Mutual Closing Conditions” has the meaning set forth in Section 6.1.1.

“Non-Wine Inventory Payment” has the meaning set forth in Section 3.1(b).

“Notice” has the meaning set forth in Section 11.1.1.

“Ordinary Course of Business” means the ordinary course of business consistent with Seller’s past custom and practice for the Business.

“Person” means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

“Primary Payment” has the meaning set forth in Section 3.1(a).

“Purchase Price” has the meaning set forth in Section 3.1.

“Purchaser Closing Conditions” has the meaning set forth in Section 6.2.

“Purchaser Closing Deliverables” has the meaning set forth in Section 7.2.2.

“Purchaser Default” has the meaning set forth in Section 0.

“Purchaser Indemnitees” means Purchaser and its Affiliates, and each of their respective shareholders, partners, trustees, beneficiaries, directors, officers and employees, and the successors, permitted assigns, legal representatives, heirs and devisees of each of the foregoing.

“Retained Liabilities” has the meaning set forth in Section 2.3.

“Seller Closing Conditions” has the meaning set forth in Section 6.3.1.

“Seller Closing Deliverables” has the meaning set forth in Section 7.2.1.

“Seller Default” has the meaning set forth in Section 9.1.

“Seller Indemnitees” means Seller and its Affiliates, and each of their respective shareholders, partners, trustees, beneficiaries, directors, officers and employees, and the successors, assigns, legal representatives, heirs and devisees of each of the foregoing.

“Transfer Approvals” has the meaning set forth in Section 5.7.

“WARN Act” means the Worker’s Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq., as well as the rules and regulations thereto, set forth in 20 CFR 639, et seq., and any similar state and local laws, as amended from time to time, and any regulations, rules and guidance issued pursuant thereto.

“Wine Inventory Payment” has the meaning set forth in Section 3.1(c).

SCHEDULE 2.1.4

LICENSES

1. ABCC Liquor License No. 00022-PK-0244
2. Common Victualler's License No.2024-34 issued by the Town of Concord
3. Food Establishment Permit No. FE-23-0052 issued by the Town of Concord Health Division

SCHEDULE 2.1.5
ASSUMED CONTRACTS

None.

SCHEDULE 3.2

PURCHASE PRICE ALLOCATION

[Seller and Buyer shall work cooperatively following the execution of the Asset Purchase Agreement to determine a mutually agreeable allocation of the Purchase Price]

SCHEDULE 4.1.5

EMPLOYMENT MATTERS

Employee		DOH	Status	Position
Babitsky	Sasha	5/18/2024	pt	recycling
Bigelow	Evelyn	1/31/2023	ft	clerk
Budhraj	Kiran	4/3/2024	pt	clerk
Carson	Axel	9/30/2020	pt seasonal	clerk
Chapman	Elliot	8/7/2023	ft leaving 6/10	clerk
Filipov	Alex	5/25/2016	ft	clerk
Gomes	Joao	11/3/2022	pt	clerk
Huberman	Shayna	4/2/2024	pt	clerk
Keo	Kevin	11/17/2023	pt seasonal	clerk
Kopaz	Justin	9/1/2008	ft	chef
Lovis	Peter	1/1/2000	ft	manager
McCann	Meghan	9/7/2020	ft	lead cheesemonger
Monat	Mary	9/16/2017	pt	grocery buyer
Neville	Jeff	11/28/2023	ft	chef assistant
Osborne	Dawn	5/28/2024	pt	clerk
Reilly	Mike	9/21/2010	ft	wine manager
Reilly	Nick	7/1/2021	pt	clerk
Thomson	Kurt	10/11/2019	ft	clerk
Tillotson	Madeline	8/22/2023	pt seasonal	clerk

The Cheese Shop
Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) dated as of July 15, 2024 (the “Effective Date”) is by and between **17-31 Walden Street LLC**, a Domestic Limited Liability Company, (“Landlord”) and **Joslyn Food Cooperative LLC**, a Domestic Limited Liability Company, d/b/a: Concord Cheese Shop. (“Tenant”).

1. **Basic Lease Information:** The following defined terms and provisions shall be applicable to this Lease:

	Lease Year	Period Start Date	Period End Date	Monthly Base Rent
Base Rent:	1	Commencement Date	Last day of the Twelfth (12 th) full calendar month following the Commencement Date	\$7,300.00
	2	First day of the Thirteenth (13 th) full calendar month following the Commencement Date	Last day of the Twenty-Fourth (24 th) full calendar month following the Commencement Date	\$7,400.00
	3	First day of the Twenty-Fifth (25 th) full calendar month following the Commencement Date	Last day of the Thirty-Sixth (36 th) full calendar month following the Commencement Date	\$7,500.00
	4	First day of the Thirty-Seventh (37 th) full calendar month following the Commencement Date	Last day of the Forty-Eighth (48 th) full calendar month following the Commencement Date	\$7,600.00
	5	First day of the Forty-Ninth (49 th) full	Last day of the Sixtieth (60 th) full calendar month	\$7,700.00

	calendar month following the Commencement Date	following the Commencement Date	
6	First day of the Sixty-First (61st) full calendar month following the Commencement Date	Last day of the Seventy-Second (72 nd) full calendar month following the Commencement Date	\$7,800.00
7	First day of the Seventy-Third (73 rd) full calendar month following the Commencement Date	Last day of the Eighty-Fourth (84 th) full calendar month following the Commencement Date	\$7,900.00
8	First day of the Eighty-Fifth (85 th) full calendar month following the Commencement Date	Last day of the Ninety-Sixth (96 th) full calendar month following the Commencement Date	\$8,000.00
9	First day of the Ninety-Seventh (97 th) full calendar month following the Commencement Date	Last day of the One Hundred Eighth (108 th) full calendar month following the Commencement Date	\$8,300.00
10	First day of the One Hundred Ninth (109 th) full calendar month following the Commencement Date	Last day of the One Hundred Tenth (110 th) full calendar month following the Commencement Date	\$8,500.00

Additional Rent:	Tenant's Prorata Share of Operating Expenses and all other amounts payable by Tenant under this Lease
Broker:	None
Building:	The <u>2-story</u> building situated on the Land and having a footprint area of approximately 7,952 square feet.
Commencement Date:	The later of October 1, 2024, or the date Tenant completes the purchase of the business assets of the Grateful Gourmet, Inc. d/b/a The Cheese Shop (the "Seller") pursuant to that certain Asset Purchase and Sale Agreement dated May 31, 2024 by and between the Seller and Tenant (the "Purchase Agreement"). Notwithstanding the foregoing, in the event the closing of the Purchase Agreement occurs prior to October 1, 2024, Tenant may elect to accelerate the Commencement Date by providing written notice thereof to Landlord.
Guarantor:	<u>Joshua Joslyn</u> : Soc. Sec. # _____; provided that, so long as (i) Tenant is not then in default in any of its obligations under this Lease beyond any applicable notice and cure period, and (ii) Tenant has not been in default of any of its monetary obligations under this Lease beyond any applicable notice and cure period, Guarantor's obligations hereunder shall cease upon the fifth (5 th) anniversary of the Commencement Date.
Initial Security Deposit:	<u>\$7,300.00</u> to be held pursuant to, and subject to adjustment as provided in, Section 38 below.
Land:	That certain real property and improvements situated at 29-31 Walden street, in Middlesex County, Concord <u>Massachusetts</u> .
Landlord and Landlord's Address:	17-31 Walden Street LLC 200 Great Rd. – Suite 253 Bedford, MA 01730
Effective Date:	As stated above
Lease Year:	For the first Lease Year the 12 full calendar months, plus any partial month, if any, immediately following the Commencement Date. For Lease Years after the first Lease Year, "Lease Year" shall mean the twelve-calendar month period beginning with the expiration of the preceding Lease Year.
Leased Premises:	The space commonly known as <u>29-31 Walden Street, Concord, MA 01742</u> situated on the 1 st floor of the Building. The Leased Premises are deemed to contain approximately 2,590 square feet of rentable area ("rentable area" is a term of general usage in the industry and includes an allocable portion of the common areas of the building as well as the usable area within the space).

Operating Expenses:	Shall have the meaning set forth in Section 5(d) below.
Parking Spaces:	N/A
Permitted Use:	Retail
Property:	The Land, Building and other improvements and landscaping located on the Land.
Rent:	Base Rent and Additional Rent
Tenant and Tenant's Address:	Joslyn Food Cooperative LLC d/b/a: The Concord Cheese Shop [REDACTED]
Tenant Federal Tax Id #.	001781875
Tenant's Prorata Share	32.57% 100% Water/Sewer Expenses
Term	The period of approximately <u>120 months</u> commencing on the Commencement Date and ending on the last day of the calendar month that is <u>10</u> years after the Commencement Date, provided that if the Commencement Date is the first day of a calendar month, the Initial Term shall end on the last day of the calendar month immediately preceding the 10th anniversaries of the Commencement Date.
Option Term	Provided that the Tenant is then in full compliance with the terms and conditions of this Lease, the Tenant shall have the option to extend this Lease for one (1) additional ten (10) year term. Rent payable for said additional terms shall be reasonably determined by the parties by mutual consent. Tenant must notify Landlord in writing at least one hundred eighty (180) days, but not more than two hundred and seventy (270) days prior to the end of each Term if Tenant wishes to exercise any option. Upon notification from Tenant of the exercise of the renewal option, Landlord shall within fourteen (14) days thereafter notify Tenant in writing of the sum that Landlord believes in good faith to be Fair Market Base Rent for the option term. Tenant shall, within fourteen (14) days following its receipt thereof, notify Landlord in writing of its acceptance or rejection of the proposed Base Rent for the option term. Failure by the Tenant to notify the Landlord in writing, of its acceptance or rejection of the proposed Fair Market Base Rent within the fourteen (14) day period, shall be deemed a rejection of the proposed Base Rent and withdrawal of the Tenant's previous notice to the Landlord to exercise an option term. All terms and conditions herein will remain the same for said option period, except for the Base Rent for the option period.

2. Lease and Term.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises for the Term and on the terms and conditions set forth herein, together with the right, in common with others entitled thereto from time to time, to use the common hallways, entranceways, elevators, restrooms and other facilities appurtenant to the Building intended to be available for use by the tenants of the Building from time to time. This Lease does not grant any easement or rights for light, air or views. Any diminution or blockage of light, air or view by any structure or condition now or later erected by Landlord or any other party shall not affect this Lease or impose any liability on Landlord. **TO HAVE AND TO HOLD** the Leased Premises for the Term and rental hereinafter provided and upon the conditions, covenants and agreements hereinafter set forth. **SUBJECT TO THE OPERATION AND EFFECT OF ANY AND ALL INSTRUMENTS AND MATTERS OF RECORD OR IN FACT.**

At the request of either party, Landlord and Tenant shall confirm the Commencement Date, the expiration date of the Term, and such other factual information which is based upon the Commencement Date (for instance, actual dates for applicable periods set forth in the Rent Table above) by execution of a written memorandum prepared by Landlord and in a commercially reasonable form, which shall be conclusive with respect to the Commencement Date, the expiration date of the Term, and such other information set forth therein.

[remainder of page left intentionally blank]

3. Additional Provisions and Attachments:

The following attachments to this Lease are hereby incorporated herein by this reference:

Schedule 1 General Terms and Conditions of the Lease
Exhibit A Estimated first year Additional Rent charges

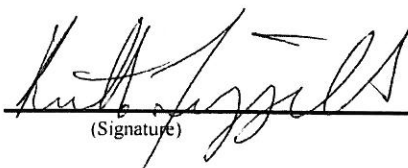
The foregoing basic lease information does not constitute the entire lease, but includes the general terms and conditions attached hereto as well as any schedules and exhibits. Tenant acknowledges that it has read all of the provisions contained in the entire lease, including the general terms and conditions and all exhibits which are a part thereof and agrees that this lease, including the general terms and conditions and all exhibits, reflects the entire understanding and reasonable expectations of landlord and tenant regarding the premises. Tenant also acknowledges that it has had the opportunity to review this lease prior to execution with legal counsel and such other advisors as tenant deems appropriate. In the event any conflict exists between any basic lease information and the general terms and conditions, then the basic lease information shall control.

EXECUTED as of the date first set forth above.

LANDLORD:

17-31 Walden Street LLC

By:



(Signature)

It's:

Keith Frizzell (Printed Name) Manager

TENANT:

Joslyn Food Cooperative LLC
d/b/a: Concord Cheese Shop

(Signature)

By: Joshua

Joslyn

(Printed Name)

Its: Majority Stockholder / Director / Owner /
Member / General Partner

(Signature)

Joshua Joslyn, Individually

3. Additional Provisions and Attachments:

The following attachments to this Lease are hereby incorporated herein by this reference:

Schedule 1 General Terms and Conditions of the Lease
Exhibit A Estimated first year Additional Rent charges

The foregoing basic lease information does not constitute the entire lease, but includes the general terms and conditions attached hereto as well as any schedules and exhibits. Tenant acknowledges that it has read all of the provisions contained in the entire lease, including the general terms and conditions and all exhibits which are a part thereof and agrees that this lease, including the general terms and conditions and all exhibits, reflects the entire understanding and reasonable expectations of landlord and tenant regarding the premises. Tenant also acknowledges that it has had the opportunity to review this lease prior to execution with legal counsel and such other advisors as tenant deems appropriate. In the event any conflict exists between any basic lease information and the general terms and conditions, then the basic lease information shall control.

EXECUTED as of the date first set forth above.

LANDLORD:

17-31 Walden Street LLC

By:

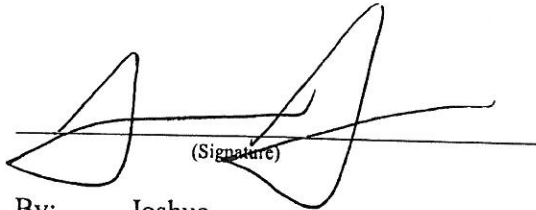
(Signature)

It's:

Keith Frizzell (Printed Name) Manager

TENANT:

Joslyn Food Cooperative LLC
d/b/a: Concord Cheese Shop



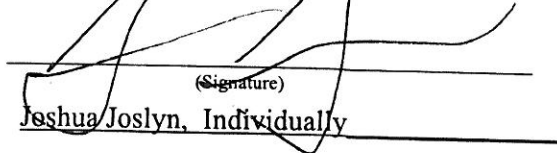
(Signature)

By: Joshua

Joslyn

(Printed Name)

Its: Majority Stockholder / Director / Owner /
Member / General Partner



(Signature)
Joshua Joslyn, Individually

SCHEDULE 1

GENERAL TERMS AND CONDITIONS

4. Incorporation into Lease

This Schedule 1 forms a part of that certain Lease Agreement to which it is attached and is incorporated therein by this reference. Capitalized terms not defined herein shall have the same meaning ascribed to them in the attached Lease Agreement. In the event of a conflict between the terms and provisions of the attached Lease Agreement and the terms and provisions of this Schedule 1, the terms and provisions of the attached Lease Agreement shall control.

5. Rent.

(a) Base Rent. Tenant covenants and agrees to pay to Landlord the Base Rent at the amounts specified in Section 1 above, as base rental for the Leased Premises for each month of the Lease Years specified in Section 1.

(b) Additional Rent. Tenant shall, in addition to Base Rent, be responsible for Tenant's Prorata Share of Operating Expenses incurred by Landlord in connection with the Property. Tenant's Prorata Share, for all purposes herein, shall be a percentage equal to the percentage of the rentable area of the Building leased by Landlord to Tenant. In the event of any change in the amount of rentable area leased by Tenant or the amount of rentable area of the Building, Tenant's Prorata Share shall be adjusted accordingly. Landlord may, either prior to the beginning or during any calendar year or Lease Year, compute a bona fide estimate of the Operating Expenses for such year. Upon receipt of written notice thereof, Tenant shall pay to Landlord, in monthly installments simultaneously with the payment of Base Rent, 1/12 of the amount which, on the basis of such estimate, is payable to Landlord in respect of such year under this Section. An annual adjustment shall be made between the parties promptly after Landlord's determination of Operating Expenses for such year. If as a result of the estimated payments by Tenant for such year, it has paid more than its prorata share of Operating Expenses for such year, such excess shall be credited against other amounts due or to become due from Tenant to Landlord. If as a result of the estimated payments made by Tenant for such year, it has paid less than its prorata share of Operating Expenses for such year, the difference between the estimated payments made and its prorata share shall be paid to Landlord within 30 days after written notice thereof by Landlord. If the Term of this Lease ends before the end of the applicable year, any amount payable by Tenant or Landlord in respect to that year under this Section shall be adjusted proportionately on a daily basis and any obligation to pay such amount from Tenant to Landlord or from Landlord to Tenant, as the case may be, shall survive the expiration or earlier termination of this Lease. Upon request, Landlord will supply Tenant with reasonable documentation to support the Operating Expenses, or allow Tenant reasonable access to Landlord's records relating to such Operating Expenses. Landlord and Tenant agree to work in good faith to resolve any dispute arising from any discrepancy in Operating Expenses resulting from Tenant's review of such supporting documentation or review of Landlord's records. Anything to the contrary above notwithstanding, Landlord shall have the right to reallocate Operating Expenses if Landlord determines, in the exercise of its reasonable discretion, that Tenant uses the common facilities, or consumes unmetered utilities, in a manner that is not proportionate to such Tenant's Prorata Share. In addition and notwithstanding the foregoing, in the event the Landlord incurs one or more particular Operating Expenses, Landlord may, at its election, require Tenant to pay Tenant's Prorata Share of such Operating Expense(s) (in lieu of an estimated payment therefore) within thirty (30) days of Tenant's receipt of an invoice and at Tenant's request, reasonable evidence of the Operating Expense therefor from Landlord. Landlord is not required to automatically provide such evidence and Tenant must request such evidence on an invoice by invoice basis.

(c) Payment of Rent. The Base Rent shall be payable to Landlord in equal monthly installments throughout each Lease Year. The first monthly installment of Rent shall be due and payable upon the execution of this Lease. Thereafter, the monthly installments of Rent shall be due and payable on the first day of each month during the Term. All Rent shall be paid in advance, on the date specified above, without notice, setoff or deduction, in lawful money of the United States of America at Landlord's Address specified in Section 1, or at such other place as Landlord may from time to time designate in writing. Rent remaining unpaid by 2:30 p.m. on the first day of each month shall be considered in default. Post marks will not be honored. Any payment of Rent that is five (5) days or more late shall be subject to a late fee of an amount equal to 5% of such late payment. Any payment of Rent that is ten (10) days or more late shall be subject to an additional late

fee of an amount equal to an additional 5% of such late payment. Any payment received by Landlord after 2:30 p.m. on any date shall not be deemed to be received until the next business day. In addition to the late fees described above, if any Rent is not paid when due hereunder, such Rent (including any applicable late fees incurred on such Rent) shall bear interest at the annual rate equal to 18% from the respective due date until paid. Postdated checks shall not be accepted. Tenant agrees to pay a \$30.00 fee as damages for each dishonored check in addition to applicable late fees. If more than one check is returned for insufficient funds or otherwise, Landlord may require all future Rent payments to be paid by, certified check or money order. Any amounts received by Landlord hereunder shall be applied to Tenant's obligations hereunder in such order as Landlord shall determine in its sole discretion. Without limiting the foregoing, Landlord shall have the right to apply payments to late fees, interest and other charges and then to Additional Rent and then Base Rent, all in reverse order of their due dates hereunder. Notwithstanding the foregoing, Landlord hereby agrees to waive any late fees or interest penalties incurred by Tenant under this Section 5(c) the first time any Rent payment payable by Tenant is late in any consecutive twelve (12) month period so long as Tenant pays such payment within five (5) days of receipt of written notice of its failure to pay such payment when due.

(d) Definition of Operating Expenses. The term "Operating Expenses" shall include all costs, expenses and disbursements paid or incurred by Landlord in connection with the ownership, operation, maintenance or repair of the Property, including, but not necessarily limited to, (i) all real estate taxes, (ii) insurance expenses, (iii) repairs, replacements and maintenance of the Property, (iv) service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement or security of the Property (including without limitation alarm service, HVAC systems, janitorial service, window cleaning and elevator maintenance), (v) all supplies and materials used in the operation, maintenance, repair, replacement and security of the Property, (vi) wages and salaries of all employees engaged in the operation, maintenance and security of the Property, including taxes, insurance and benefits relating thereto, (vii) cost of all utilities (which are not separately metered to Tenant), except the cost of utilities reimbursable to Landlord by the Building's tenants other than pursuant to a provision similar to this Section, (viii) management fees, (ix) cost for improvements to the Building which, although capital in nature, are intended to reduce the normal operating costs of the Building, as well as capital improvements made in order to comply with any law hereafter promulgated by any governmental authority, as amortized over the useful economic life of such improvements as determined by Landlord in its reasonable discretion (with only the annual amortized portion of such costs being included in Operating Costs in any calendar year). The foregoing notwithstanding, Operating Expenses shall not include the cost of any services and utilities to the Leased Premises described in Section 6 hereof, which services and utilities shall be provided by, or contracted for by, Tenant at its sole cost. Notwithstanding any contrary provision contained herein, Operating Expenses shall not include: (1) the initial cost of equipment properly chargeable to the capital account consisting of items of real estate in nature and the original costs of constructing the common areas; (2) the cost of any capital improvements or capital additions (i.e. an addition that adds to an assets' value extends the asset's life, or adapts the asset's usage) except as described in item (ix) above; (3) expenses for which the Landlord is or will be reimbursed by another source (excluding Tenant reimbursement for Operating Expenses), including repair or replacement or any item covered by warranty; (4) costs incurred to benefit or as a result of a specific tenant or items and services selectively supplied to any specific tenant; (5) expenses for defense of the Landlord's title to the Property; (6) intentionally omitted, (7) depreciation and amortization costs, financing costs, including interest and principal amortization of debts; (8) charitable or political contributions; (9) costs of improving or renovating space for a tenant or space vacated by a tenant; (10) any amounts expended by Landlord as environmental response costs for removal, enclosure, encapsulation, clean-up, remediation or other activities regarding Landlord's compliance with Federal, state, municipal or local hazardous waste and environmental laws, regulations and ordinances except if caused by the act or neglect of Tenant; (11) intentionally omitted; (12) expenses paid directly by any tenant for any specific reason (such as excessive utility use) other than Operating Expenses; (13) any repair, rebuilding or other work necessitated by condemnation, or insured casualty in excess of any applicable insurance deductibles; (14) any fines or penalties incurred by Landlord as a result of Landlord's violation or failure to comply with any governmental regulation and rules or any court order, decree or judgment; (15) leasing commissions, advertising expenses and other costs incurred in procuring new tenants; and (16) attorneys' fees, accounting fees and expenditures incurred in connection with negotiations, disputes and claims of other tenants or occupants of the Property.

(e) Net Rent. It is the intention of the parties hereto that the rent payable hereunder shall be net to Landlord so that this Lease shall yield to Landlord the net annual rent specified herein during the Term, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises shall be paid by Tenant, except as otherwise expressly set forth herein.

(f) **Rent Abatement.** Notwithstanding anything to the contrary contained herein, Landlord hereby agrees that Tenant shall not be required to pay monthly Base Rent for the period during the initial Term when Tenant will be performing approved renovation and improvement work to the Leased Premises for a period of six (6) months (the "Abatement Period"). The total amount of monthly Base Rent abated during this Abatement Period shall equal Forty-Three Thousand Eight Hundred and 00/100 Dollars (\$43,800.00). During the Abatement Period, Tenant shall still be responsible for the payment of all of its other monetary obligations under this Lease, including, all additional rent, Operating Expenses and costs of utilities for the Leased Premises.

6. Utilities.

Tenant shall furnish and pay for all heat, air conditioning, electricity, water, sewerage, propane, natural gas, interior maintenance services, and any and all other utilities and services supplied to the Leased Premises and which are separately metered.

7. Taxes and Maintenance Expenses.

(a) Tenant shall pay before delinquency any and all personal property taxes, assessments, license taxes, sales and use taxes, employment taxes and other charges levied, assessed or imposed and which become payable during the Term upon Tenant's operations or upon the equipment, furniture, appliances or trade fixtures and other personal property of Tenant of any kind installed or located on the Leased Premises.

(b) Tenant shall be responsible for the payment of all costs and expenses incurred from the Commencement Date through the Term that are associated with or related to the Leased Premises and the use, occupancy, operation, maintenance and repair thereof, except as performed by Landlord and charged to Tenant as Operating Expenses pursuant to Section 3(b) above.

8. Use and Signage.

(a) The Leased Premises shall be used by Tenant solely for the Permitted Use specified in Section 1 and for no other purposes without the prior written consent of the Landlord. Tenant shall use the Leased Premises in a careful, safe and proper manner and shall not use or permit the Leased Premises to be used for any purposes prohibited by the laws of the United States or the Commonwealth of Massachusetts or the ordinances of the Town in which the Property is located. Tenant shall keep the Leased Premises in a neat and sanitary condition and shall not commit or permit any nuisance or waste on or in, or about the Leased Premises. Tenant shall dispose of all debris, trash and waste in compliance with all applicable laws and regulations.

(b) No signs, letters and/or plaques shall be affixed to the Building, doors, windows or any part of the Leased Premises, without the advanced prior written consent of Landlord, in its sole discretion but not to be unreasonably withheld or delayed. When signs, letters and/or plaques have been approved and affixed to the Premises or the Building, the same will remain the property of Tenant and shall be removable and removed at the termination of this Lease. Tenant will then be responsible for restoring the Building, the Leased Premises or any part thereof to its original condition. All such signs, letters and/or plaques must meet approval of the Lessor and comply fully with the zoning ordinances and resolutions of the City or Town where the Lease Property is located, and shall be uniform in character and consistent with the decor of the Leased Premises and the Building.

9. Compliance with Laws and Insurance Requirements.

(a) Tenant covenants and agrees that during the Term, it shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal, state and local governments or any of their departments, bureaus, boards, commissions and officials thereof with respect to the Leased Premises or the use or occupancy thereof, including without limitation, at Tenant's cost, to alter, maintain or restore the Leased Premises in compliance with all laws relating to the condition, use or occupancy of the Leased Premises, whether said compliance shall be ordered or directed to or against Landlord or Tenant, or both.

(b) Tenant shall observe and comply with the requirements of the carriers of any policy of insurance respecting the Leased Premises or the Building and the requirements of all policies of public liability, fire, casualty, and all other policies of insurance at any time in force with respect to the Leased Premises or the Building.

(c) If Tenant shall fail or neglect to comply with any of the obligations described above, then Landlord, without any obligation so to do, after thirty (30) days written notice to the Lessee and upon Lessee's failure to cure the same within said thirty (30) days, may enter the Leased Premises and effect compliance at the cost and expense of Tenant and in case of the Tenant's failure to pay therefor, said cost and expense shall be payable on demand, together with interest at the rate of eighteen percent (18%) per annum (or the maximum amount permitted by law, whichever shall be less).

10. Alterations and Improvements.

(a) Tenant acknowledges that it is leasing the Leased Premises "as is" and "where is" and that Landlord is not responsible for making any Tenant improvements or alterations. Tenant shall not make any improvements, alterations additions or installments to or at the Leased Premises without Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed; provided, however, that Landlord may withhold its consent to any alteration or addition that would adversely affect the Building's structure or its HVAC, plumbing, electrical, or mechanical systems. Tenant shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type on or about the Leased Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Landlord may withhold its consent to any such painting or installation which would affect the appearance of the exterior of the Building. All alterations, additions, and improvements shall be constructed, maintained, and used by Tenant, at its risk and expense, in accordance with all laws. Landlord's approval of the plans and specifications therefor shall not be a representation by Landlord that such alterations, additions, or improvements comply with any law.

(b) Tenant hereby releases and agrees to hold Landlord forever harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with improvements, alterations, additions or installations on or to the Leased Premises. Tenant shall pay the cost of all such improvements, alterations, additions, or installations and also the cost of painting, restoring or repairing the Building occasioned by such improvements, alterations, additions, or installations.

(c) Any improvements, alterations, additions or installations made by Tenant shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all applicable governmental authorities, shall be constructed in a good and workmanlike manner, and shall immediately become the property of Landlord and surrendered to Landlord upon the expiration or termination of this Lease, unless required to be removed as provided in the next sentence. Upon expiration or other termination of this Lease, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, promptly and with all due diligence remove any alterations, additions or improvements made by Tenant and designated by Landlord to be removed and shall repair any damage to the Building caused by such removal.

(d) All work described in this Section shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord and any of Landlord's agents specified by Landlord as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require. All such work shall be performed in accordance with all legal requirements and in a good and workmanlike manner so as not to damage the Premises, the Building, or the components thereof. Tenant shall provide sworn statements, including the names, addresses and copies of contracts for all contractors, and upon completion of any work shall promptly furnish Landlord with sworn owner's and contractor's statements and full and final waivers of lien covering all labor and materials included in the work in question.

11. Maintenance and Repairs.

(a) Tenant's Repairs. Tenant shall keep the Leased Premises, the fixtures and improvements therein or thereon, and all plate glass, doors and store front (interior and exterior), in good condition and repair, including without limitation all heating, air-conditioning and ventilation systems ("HVAC Systems"), and, at its sole cost and expense, shall perform

recommended maintenance and shall make repairs, restorations or replacements as and when needed to preserve them in good working order, condition and repair. Landlord may elect to enter into third-party service maintenance contracts on the HVAC System and other components of the Property ("Service Contracts"). If Landlord does so, the cost of the same shall be reimbursed by Tenant as Additional Rent. If a Service Contract covers only the Leased Premises, the cost shall be paid fully by Tenant. To the extent that a Service Contract cover more than just the Leased Premises, the cost shall be included as an Operating Expense and paid pursuant to Section 5(b). Notwithstanding such Service Contracts, Tenant shall replace filters, belts and other periodically replaced items and perform such other routine maintenance that is not covered by the Service Contracts. If Tenant fails to repair or maintain the Leased Premises as provided herein, and such failure continues for a period of thirty (30) days after written notice (provided that no advance notice shall be necessary in the event of an emergency) Landlord may, without waiving any default hereunder and without any obligation to do so, perform such repair or maintenance and the cost thereof shall be paid by Tenant to Landlord within thirty (30) days of demand. Tenant shall comply with all provisions of Sections 9 and 10 of this Lease in connection with such repairs, restorations and replacements. There shall be no allowance to Tenant for diminution of the rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to or interruption of business arising from Landlord, Tenant or any other party making any such repairs, restorations or replacements, alterations, additions or improvements in or to any portion of the Leased Premises. Tenant shall notify Landlord promptly upon learning of any matter that is in need of repair or maintenance.

(b) Landlord's Repairs; Landlord Alterations. Landlord shall be responsible for performing all structural repairs to the parking lot and to the exterior walls, roof and foundation of the Building and underground utilities within the Property. Notwithstanding any provision to the contrary herein, Landlord shall be solely responsible for the cost of any repairs or replacements necessary to cure any violations of environmental laws which may exist as of the Effective Date. The cost and expense of all such repairs shall be included as an Operating Expense and paid pursuant to Section 5(b), unless such repairs are required as a result of the acts of Tenant, its agents, employees and contractors, in which case, such cost and expense shall be paid solely by Tenant. Landlord shall have access to the Leased Premises to the extent necessary to conduct such repairs. In addition, Landlord reserves the right, at any time and from time to time, to make such changes, alterations, additions, improvements, repairs or replacements in or to the Property (including the Building and Leased Premises but, with respect to the Leased Premises, only for purposes of repairs, maintenance, replacements and other rights expressly reserved to Landlord herein), including without limitation, the fixtures and equipment therein, parking areas and structures, sidewalks, driveways, street entrances, roof, exterior facades and/or any common areas, as it may deem necessary or desirable, provided that, notwithstanding anything to the contrary herein, Landlord provides reasonable prior notice of such changes, alterations, additions, improvements, repairs or replacements to Tenant and provided that Landlord shall use commercially reasonable efforts not to materially interfere with Tenant's business operations at the Premises. Landlord expressly reserves the right to erect ladders, scaffolding or other structures which may reduce the visibility of, or traffic to, the Leased Premises, and to limit access to the Building (including the Leased Premises) or to temporarily close all, or any portion, of the Building (including the Leased Premises) for the purpose of making repairs or changes thereto or for performing any obligation of Landlord under this Lease. Subject to the provisions of this Lease, Tenant agrees to cooperate with Landlord as reasonably necessary in connection with the exercise of Landlord's rights under this Section 11(b). Tenant further agrees that dust, noise, vibration, temporary closures, limited access, reduced visibility or traffic, or other inconvenience or annoyance resulting from the exercise of Landlord's rights under this Section 11(b) shall not be deemed to be a breach of Landlord's obligations under the Lease, so long as Landlord shall, except in the event of an emergency, use reasonable efforts, consistent with accepted construction practice when applicable, to avoid unreasonably interfering with the conduct of Tenant's business and Tenant's use and occupancy of the Premises.

If Landlord fails to make any of the repairs required to be made by Landlord under this lease within thirty (30) days after receipt of written notice from Tenant of the necessity therefor, Tenant may provide Landlord with a second notice of the necessity for repair, which notice shall contain in bold capital letters "TENANT'S SECOND NOTICE AND NOTICE OF INTENT TO EXERCISE SELF-HELP RIGHTS" and, in the event Landlord has failed to make any such repairs within ten (10) days following Landlord's receipt of such written notice, in addition to any other rights it may have hereunder, Tenant shall have the right to make said repairs on behalf of Landlord and to seek reimbursement from Landlord for the reasonable and documented costs thereof and Landlord shall pay such costs within thirty (30) days of receipt of written demand for such payment, along with evidence reasonably requested by Landlord supporting Tenant's incurring and paying such costs (including any lien waivers from contractors performing such work). If, in an emergency, in Tenant's reasonable opinion, any such repairs are immediately necessary to remedy any immediate threat to life safety or structural integrity to the Building, no prior thirty (30) days' notice shall be required, but Tenant shall give Landlord whatever notice is reasonable in

the circumstances and may make said repairs on behalf of the Landlord and seek reimbursement from Landlord for the reasonable cost thereof.

12. Mechanic's Liens.

Tenant shall pay or cause to be paid all costs for work done by it or caused to be done by it on the Leased Premises and Tenant shall keep the Leased Premises free and clear of all mechanic's liens and other liens on account of work done for Tenant or persons claiming under it. If Tenant fails to timely take either such action, then Landlord, without investigating the validity of such lien, may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within thirty (30) days after Landlord has invoiced Tenant therefor. Tenant shall indemnify and hold Landlord harmless against any liability, less, damage, costs or expenses, including attorneys' fees, on account of any claims of any nature for work performed for, or materials or supplies furnished to, Tenant or persons claiming under it. Landlord may require, at Landlord's sole option, as a condition to its consent to any such work, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of any improvements, additions, or alterations that Tenant desires to make.

13. Quiet Enjoyment.

Landlord covenants and agrees with Tenant that upon Tenant paying the rent hereunder and observing and performing all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Leased Premises free of any demands of any person claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, including without limitation Section 24 hereof.

14. Assignment or Subletting.

Tenant shall not, either voluntarily or by operation of law, transfer, mortgage or assign this Lease or any interest herein, or sublet the Leased Premises or any portion thereof, or otherwise allow or suffer the Leased Premises or any portion thereof to be used by any other person, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, except that Landlord shall have the right, based on Landlord's sole and absolute discretion, to reject any proposed subtenant based upon said subtenant's proposed use of the Leased Premises. Any transfer of an ownership interest, either legal or beneficial, in any entity that is a tenant hereunder, that singly, or in the aggregate, results in a change in a majority of the legal or beneficial ownership of Tenant as it exists on the date of this Lease, shall be deemed to be a transfer in violation of this Section, unless Landlord's prior written consent is obtained as provided herein, which consent shall not be unreasonably withheld, conditioned or delayed. Any such attempted assignments, subletting or occupancy without Landlord's prior written consent shall be void and shall confer no rights whatsoever on any party and shall, at Landlord's option, constitute a default hereunder. The consent by Landlord to an assignment, subletting, occupancy or use arrangement shall not relieve Tenant or any guarantor from primary liability hereunder or from the obligation to obtain the express consent in writing of Landlord to any further assignment, subletting, occupancy or use arrangement. If Tenant shall request Landlord's consent to a sublease, assignment or use agreement hereunder, Tenant shall pay Landlord's actual and reasonable expenses, including reasonable legal fees, incurred in connection with the processing and reviewing of documents necessary to evaluate such request. In the event Tenant assigns this Lease or sublets any portion of the Premises at an amount greater than the rent charged hereunder, Tenant shall cause said additional amount to be paid by the assignee and/or sub Tenant directly to the Landlord on a monthly basis at the same time and delivered to the same place as Tenant's rent hereunder.

15. Casualty Loss.

(a) If at any time during the Term, the Leased Premises shall be damaged or destroyed in whole or in part by fire or other cause, then Landlord, at its own cost and expense, shall repair and restore the Leased Premises to the condition originally delivered to Tenant, to the extent possible within the limits of insurance proceeds made available for such repair within a period of time, which, under all prevailing circumstances, shall be reasonable. If, however, such damage shall be so great that Landlord's architect shall certify in writing to Landlord and Tenant that the Premises, with the exercise of reasonable diligence, but without the payment of overtime or other premiums, cannot be restored within ninety (90) days from the happening of the fire or other casualty, then Landlord or Tenant shall have the right, to be exercised by notice in writing delivered to the other within twenty (20) business days after the receipt of such certification from such architect,

to elect to terminate this Lease. If neither party timely elects to terminate this Lease as provided above, this Lease shall remain in full force and effect except that Tenant shall be entitled to a proportionate reduction of the rent payable hereunder until such time as the Premises are restored, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs shall interfere with the business carried on by Tenant in the Leased Premises. The foregoing notwithstanding, if the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent and Tenant shall have no right to terminate this Lease. In no event shall Landlord be required to repair any injury or damage by fire or other cause, or to make repairs or replacements of, any leasehold improvements, fixtures or other personal property of Tenant.

(b) If this Lease is terminated pursuant to this Section, Tenant shall surrender to Landlord the Leased Premises in accordance with the provisions of Section 18. All rent and other sums payable hereunder shall be apportioned as of the date of such termination and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the date of such termination.

16. Eminent Domain.

(a) If the entire Leased Premises is taken by any public authority under the power of eminent domain or taken in any manner for any public or quasi-public use or conveyed in lieu of such taking, or if any portion of the Lease Premises is so taken or conveyed so as to render the Leased Premises untenable, then the term of this Lease shall cease as of the day possession shall be taken by such public authority or the date of the conveyance and the rent and other sums payable hereunder shall be duly apportioned as of the date of such taking or conveyance. If any portion of the Leased Premises shall be taken or conveyed as described above, but such taking or conveyance does not render the Leased Premises untenable, then this Lease at the option of Landlord exercised by Landlord giving written notice to Tenant of such termination within 60 days after such taking or conveyance, shall forthwith cease and terminate and the rent and other sums payable hereunder shall be duly apportioned as of the date of such taking or conveyance. If Landlord does not exercise the option to terminate this Lease, this Lease shall continue in full force and effect. All damages awarded for such taking under the power of eminent domain or any like proceedings shall belong to and become the property of Landlord. Tenant may separately claim and recover from the condemning authority, but not from Landlord, the value of the remaining term of the Lease and the value of any personal property of Tenant that Tenant was entitled to remove pursuant to the Lease.

(b) If only a portion of the Leased Premises is taken by any public authority under power of eminent domain or taken in any manner for any public or quasi-public use or conveyed in lieu thereof and this Lease is not terminated pursuant to subsection 14(a), this Lease shall continue in full force and effect and Landlord shall make an equitable adjustment of the rent payable by Tenant for the tenantable portion of the Leased Premises.

17. Insurance.

(a) During the Term of this Lease, Landlord shall maintain the following insurance with respect to the Property, the cost of which shall be included with Operating Expenses:

- i. insurance on the Building against loss or damage by fire, the casualties included in an all risk form, in such amount as Landlord shall determine with an insurance company selected by Landlord and with such endorsements and coverages as Landlord shall elect; and,
- ii. an umbrella general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property in any way arising on or out of or connected with the Property or the use or occupancy thereof, in an amount determined by Landlord from time to time.

(b) Tenant agrees to maintain in full force during the Term a policy of Commercial General Liability Insurance on an occurrence basis, with a deductible in an amount not to exceed \$10,000.00, for property damage under which Tenant, is named as an insured and Landlord and if requested by Landlord, Landlord's mortgagee, by an endorsement satisfactory to Landlord, are named as additional insureds with respect to this Lease, in a minimum amount of One Million Dollars (\$1,000,000.00) for injury or death to any one person or damage to property, and Two Million Dollars (\$2,000,000.00) for injury to or death of more than one person in a single accident or occurrence (the general aggregate limit shall apply on a

“per location” basis). Such policy shall contain a provision requiring that written notice be given to Landlord not less than ten (10) days prior to cancellation, expiration or alteration of the policy. Tenant agrees to provide evidence of insurance (in ACORD Form 27) for such insurance to Landlord on or before the Commencement Date and thereafter not less than thirty (30) days prior to the expiration of any such policy and at any reasonable time requested by Landlord in writing.

(c) It is acknowledged and understood by the parties hereto that such insurance for fire and extended coverage as Landlord elects to purchase with respect to the Building and the Leased Premises shall be for the sole benefit of Landlord, and that such insurance shall not cover any personal property, trade fixtures, leasehold improvements, and other appurtenances located in the Leased Premises, and that in the event of damage to or loss of any such items, Landlord shall have no obligation to repair or replace same. Notwithstanding anything contained in Section 19 hereof to the contrary, Tenant does hereby expressly release Landlord of and from and agrees to indemnify, hold harmless, and defend Landlord from any and all claims for damages or loss to any such items regardless of the cause thereof, including, without limitation, damage or loss due to Landlord's negligence and damage or loss due to theft, water, fire, explosion, sewer back up or any other hazard regardless of the cause thereof. Landlord and Tenant agree that to the extent Tenant has an insurable interest in the Leased Premises, Tenant may obtain and maintain, at Tenant's own expense and for Tenant's own benefit, a policy of insurance insuring said interest.

18. Trade Fixtures.

Tenant may install or cause to be installed in the Leased Premises such equipment and trade fixtures as are reasonably necessary for the operation of its business; provided that Tenant shall not exceed any load limits established by Landlord. Tenant may remove such trade fixtures installed by Tenant at any time during the Term and shall remove such trade fixtures installed by Tenant at any time during the Term upon the expiration or earlier termination of this Lease. Tenant covenants and agrees, at its own expense, to immediately repair any damage to the Leased Premises attributable to the removal of any of Tenant's equipment and trade fixtures and this provision shall survive the expiration or termination of this Lease.

19. Access to Leased Premises.

(a) Landlord and Landlord's agent shall have the right to enter the Leased Premises at all reasonable times upon reasonable prior notice (excepting in the case of an emergency) to examine them, show them to prospective purchasers, mortgagees or tenants and to make and perform such maintenance, repairs and other work that Landlord may be required to perform under this Lease or as Landlord may deem necessary for the safety, improvement or preservation of the Leased Premises or the Building, without the same constituting an eviction of Tenant in whole or in part or entitling Tenant to any abatement of rent or damages for any injury or interference with Tenant's business or loss of quiet enjoyment; provided that Landlord shall use commercially reasonable efforts not to materially interfere with Tenant's business operations at the Leased Premises. Nothing herein shall imply any duty upon the part of Landlord to do work which, under any provision of the Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver by Landlord. Landlord may, during the progress of any such work in the Leased Premises, keep and store upon the Leased Premises all necessary materials, tools and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of making such repairs or the performance of any such work in the Leased Premises, or on account to bringing materials, supplies, and equipment into or through the Leased Premises during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever; provided however, that to the extent that Landlord elects to perform or is obligated to perform any such repairs pursuant to the provisions of this Lease, Landlord agrees that (to the extent reasonably practicable under the circumstances) Landlord will use its commercially reasonable efforts to cause such repairs to be performed in such a manner as not to unreasonably interfere with the Tenant's business.

(b) During the six (6) months next preceding the expiration of this Lease, Landlord may keep affixed to any suitable part a notice that the leased premises are for sale or lease.

(c) Subject to the terms and conditions of this Lease, Tenant shall be afforded access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year, and on all dates and at all times permitted by applicable government rules and regulations.

20. End of Term.

At the expiration or termination of this Lease, Tenant shall promptly quit and surrender the Leased Premises to Landlord broom clean and in good order and condition, ordinary wear excepted, and free from debris, trash and waste. All trade fixtures, equipment, furniture, furnishings and personal effects not removed by Tenant within ten days after expiration or termination of this Lease shall, at Landlord's option, be deemed to have been conveyed to Landlord and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without obligation to account therefor or, at Landlord's option, Landlord can have such trade fixtures and items removed and stored and the cost of any such removal and storage, and the expense of any repair necessitated by such removal, shall be borne by Tenant.

21. Release and Indemnity.

(a) Tenant shall neither hold nor attempt to hold Landlord or Landlord's employees or agents liable for, and Tenant shall defend, hold harmless and indemnify Landlord and Landlord's employees or agents from and against any and all demands, claims, causes of action, liabilities or judgments, and any and all expenses and costs (including, without limitation, attorneys' fees) incurred by Landlord in investigating and resisting the same, incurred in connection with or as a result of, or arising from any of the following:

- i. use or occupancy of the Leased Premises by Tenant, its agents, employees, contractors, subtenants, invitees or visitors;
- ii. any acts, omissions or negligence of Tenant, its agents, employees, contractors, subtenants, invitees or visitors or any violation or non-performance of any law, ordinance or governmental requirement of any kind, or from any breach or default in the performance of any provisions of this Lease by any of such persons, or any activity, work or other thing done, permitted or suffered by any of such persons; or
- iii. any injury or damage to the person, property or business of Tenant, its agents, employees, contractors, invitees, visitors or any other person entering upon the Leased Premises, except to the extent caused by the gross negligence or willful act of Landlord.

Landlord shall neither hold nor attempt to hold Tenant or employees or agents liable for, and Landlord shall defend, hold harmless and indemnify Tenant and Tenant's employees or agents from and against any and all demands, claims, causes of action, liabilities or judgments, and any and all expenses and costs (including, without limitation, attorneys' fees) incurred by Tenant as a result of, or arising from any of the following: i. the negligence or willful misconduct of Landlord, its agents or employees; or (ii) any breach or default in the performance of its obligations under this Lease.

(b) Neither Landlord, nor its agents, servants, or employees, shall be liable for, and Tenant hereby releases such parties from, all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming by or through Tenant resulting from any fire, accident, occurrence or condition in or upon the Leased Premises or the Building except to the extent caused by the gross negligence or willful act of Landlord. Tenant agrees to use and occupy the Leased Premises at its own risk subject to the above. Landlord shall have no responsibility or liability for any such loss or injury or for any loss of or damage to fixtures or personal property of Tenant except to the extent caused by the gross negligence or willful act of Landlord.

(c) The provisions of this Section shall survive the termination or expiration of this Lease.

22. Default.

The following shall constitute a default of Tenant hereunder:

(a) Tenant shall fail to pay any installment of Rent or any other sum payable under the terms of the Lease within five (5) days after receipt of a written notice from Landlord;

(b) Tenant shall neglect or fail to perform or observe any covenant herein contained on Tenant's part to be performed or observed, that is not otherwise specified as an event of default under this Section, and Tenant shall fail to remedy the same within 30 days after Landlord shall have given to Tenant written notice specifying such neglect or failure

(forthwith in the case of an emergency or in the case of a breach of a negative covenant contained herein), or within such longer period as may be reasonably required to cure such default if it is of such nature that it can be cured, but not within such 30 day period, provided that Tenant promptly commences to remedy such default and proceeds with reasonable diligence thereafter to cure such default; provided, however, that such period of completion shall not extend for more than an additional sixty (60) days);

(c) This Lease or the Leased Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant or shall be taken upon or subject to any attachment. at the instance of any creditor of or claimant against Tenant, and such attachment is not discharged or disposed of within 60 days after the levy thereof;

(d) Tenant shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) make an assignment of all or a substantial part of its property for the benefit of creditors, (iii) apply for or consent to or acquiesce in the appointment of a receiver, trustee or liquidator of Tenant, or any partner of Tenant, or of all or a substantial part of its property or of the Leased Premises or of its interest in this Lease unless such receiver, trustee, or liquidator is discharged within 60 days from the date of his appointment; or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency law or an arrangement with creditors, or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against Tenant, or any partner of Tenant, in any bankruptcy, reorganization or insolvency proceedings which is not dismissed in 45 days; or

(e) The entry of a court order, judgment or decree without the application, approval or consent of Tenant, appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its property or of the Leased Premises or of Tenant's interest in this Lease or adjudicating Tenant a bankrupt or insolvent, and such order, judgment or decree shall not be vacated, set aside or stayed within 60 days from the date of entry.

23. Remedies.

(a) Upon any Event of Default, and after any applicable cure period set forth herein, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:

i. Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord upon demand at any time thereafter, the sum of (A) all Rent accrued hereunder through the date of termination, (B) all amounts due under subsection (c) below, and (C) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term.

ii. Terminate Tenant's right to possess the Leased Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (A) all Rent and other amounts accrued hereunder to the date of termination of possession, (B) all amounts due from time to time under subsection (c) below, and (C) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Leased Premises during such period, after deducting all costs incurred by Landlord in reletting the Leased Premises. Landlord shall use reasonable efforts to relet the Leased Premises on such terms as Landlord in its sole but reasonable discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Leased Premises); however, Landlord shall not be obligated to relet the Leased Premises before leasing other portions of the Building. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Leased Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Leased Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Leased Premises shall be deemed to be taken under this Section. If Landlord elects to proceed under this Section 23(a)(ii), it may at any time elect to terminate this Lease under Section 23(a)(i);

iii. Additionally, without notice, Landlord may alter locks or other security devices at the Leased Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.

(b) Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity; (ii) shall be cumulative; and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Notwithstanding the foregoing, Landlord shall only recover its damages allowed hereunder once.

(c) Upon any Event of Default, Tenant shall pay to Landlord all actual and reasonable costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Leased Premises, (ii) removing and storing Tenant's or any other occupant's property, (iii) repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into condition acceptable to a new tenant, (iv) if Tenant is dispossessed of the Leased Premises and this Lease is not terminated, reletting all or any part of the Leased Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (v) performing Tenant's obligations which Tenant failed to perform, and (vi) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default. However, any such court costs and reasonable attorneys' fees and expenses incurred by Landlord shall only be recoverable by Landlord if Landlord prevails in any lawsuit against Tenant wherein Tenant is found to have defaulted under this Lease beyond any applicable cure period. To the full extent permitted by law, Landlord and Tenant agree the federal and state courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(d) If Tenant shall default in making any payment required to be made by Tenant (other than Rental Payments) or shall default in performing any other obligation of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, spend such sum as may be necessary to perform such obligation. All sums so expended by Landlord, together with interest thereon at the annual rate equal to 18% shall be repaid by Tenant to Landlord on demand. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it effect any other remedy of Landlord by reason of such default. If Landlord prevails in any lawsuit against Tenant wherein Tenant is found to have defaulted under this Lease beyond any applicable cure period, Landlord shall be entitled to recover from Tenant Landlord's reasonable costs and expenses, including reasonable attorney's fees.

(e) The receipt of rent by Landlord with knowledge of any default of Tenant shall not be deemed to be a waiver of any provision of this Lease. Any failure of Landlord to enforce the provisions of this Lease upon the default of Tenant shall not be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's remedies under this Lease or of Landlord's right to enforce the provisions hereof for any subsequent default. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent due hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord.

(f) TIME IS OF THE ESSENCE HEREOF.

24. Landlord's Default.

Landlord shall be deemed to be in default hereunder if Landlord fails to perform any covenant, condition, agreement or provision contained herein to be performed by Landlord within 30 days after receipt of written notice by Tenant specifying the default; provided, that if such default cannot be reasonably cured within such 30-day period, Landlord shall not be in default hereunder so long as it commences to cure such default within such 30-day period and completes such cure within a reasonable period of time thereafter. If Tenant prevails in any lawsuit against Landlord wherein Landlord is found to have defaulted under this Lease beyond any applicable cure period, Tenant shall be entitled to recover from Landlord, Tenant's reasonable costs and expenses, including reasonable attorneys' fees.

25. Holdover.

If Tenant or any party claiming through or under Tenant shall remain or continue to be in possession of the Leased Premises or any part thereof after the termination or expiration of the Lease, without Landlord's consent at Landlord's option Tenant or such party or both shall be deemed to be illegally retaining possession or shall be deemed to be a month-to-month tenant of the Leased Premises on all the terms and conditions of this Lease except that the monthly rent hereunder shall be 150% of the amount payable during the month prior to such termination. In addition, Tenant shall indemnify Landlord from and against any loss, damage, liability, cost or expense, including attorneys' fees, resulting from Tenant's failure to vacate the Leased Premises after the termination or expiration of the Lease. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the Term or to limit Landlord's rights to obtain possession of the Leased Premises upon termination by any lawful means available to Landlord if Landlord does not elect to treat the continued possession by Tenant or any party claiming through or under Tenant as a month-to-month tenancy.

26. Subordination.

(a) This Lease is subject and subordinate to all ground and underlying leases and to all mortgages, indentures and other encumbrances now or hereafter affecting all or any portion of the Leased Premises. Landlord agrees to use its good faith efforts to obtain from the holder of any such lease, mortgage, indenture or other encumbrance an agreement to honor this Lease and Tenant's rights hereunder, provided that Tenant is not in default and subject to the provisions set forth herein. This clause shall be self-operative and no further instrument of subordination shall be required in order to effectuate it. Tenant covenants and agrees, nevertheless, to execute and deliver promptly any certificate or other assurance in confirmation of such subordination requested by Landlord.

(b) Promptly at the request of Landlord or the holder of any mortgage on the Leased Premises or any landlord under any ground or underlying lease (herein referred to as a "Mortgagee"), Tenant shall execute, acknowledge and deliver such further instruments evidencing such subordination as the Landlord or such Mortgagee shall deem necessary or desirable, and, upon request of such Mortgagee, attorn to such Mortgagee and recognize such Mortgagee as Landlord under all the terms and provisions of this Lease except as such Mortgagee shall not be (i) liable for any act or omission of any prior landlord, or (ii) subject to any offsets or defenses that Tenant might have against any prior landlord, or (iii) bound by any rent or other sums payable hereunder that Tenant might have paid for more than one month in advance to any prior landlord, or (iv) bound by any amendment or modification of this Lease made without the consent of such Mortgagee.

(c) After receiving written notice from any Mortgagee, Tenant shall be required to give to such Mortgagee the same notices as are required to be given to Landlord under the terms of this Lease, but such notices may be given by Tenant to Landlord and such Mortgagee concurrently. It is further agreed that such Mortgagee shall have the right, but not the obligation, within 30 days after receipt of such notice (or within such additional time as is reasonably required to correct any such default) to correct or remedy, or cause to be corrected or remedied, each such default before Tenant may take any action under this Lease by reason of such default and if necessary to cure such default, such Mortgagee shall have access to the Leased Premises. Notice to such Mortgagee shall be sent to the address specified in the written notice from such Mortgagee to Tenant, or to such other address as may be designated in writing from time to time from such Mortgagee.

(d) If any mortgagee of the Leased Premises shall reasonably request any change or amendment to this Lease and the Tenant shall unreasonably refuse to agree to such amendment, except for change of base rent, prorata additional rent, leased premises or lease term, and thereby the Landlord shall be threatened with the loss of financing or the Landlord's financing shall be adversely affected thereby, Landlord shall have the right to terminate this Lease and shall return on a pro-rata basis any advance rent to the Tenant, and the Landlord shall be entitled to the payment on a pro-rata basis any rent in arrears, including the tax and expense adjustments recited herein, and this Lease shall be void and without recourse to either party hereto.

27. Hazardous Materials.

(a) Tenant shall not permit the emission, release, threat of release or other escape of any Hazardous Materials (defined below) so as to adversely affect in any manner, even temporarily, any element or part of the Property. Tenant shall not use, generate, store or dispose of Hazardous Materials in or about the Property (except for ordinary office supplies and cleaning supplies which are stored, used and disposed of in compliance with all applicable Environmental Laws (defined below), or dump, flush or in any way introduce Hazardous Materials (other than common cleaning products which are being disposed of in compliance with all applicable Environmental Laws) into sewage or other waste disposal systems serving the Property (nor shall Tenant permit its employees, agents or contractors to take any of the foregoing actions).

(b) Tenant will indemnify, defend and hold Landlord harmless from and against all claims, loss, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, diminution in the value of the Building or the Property, costs incurred in connection with any investigation of site conditions or any clean-up or remedial work required by any federal, state or local governmental agency) to the extent incurred as a result of any contamination of the Leased Premises or any other portion of the Property with, or any release of, Hazardous Materials by Tenant or Tenant's contractors, licensees, invitees, agents, servants or employees (collectively, the "Tenant Group"). Without limiting the foregoing, if the presence of any Hazardous Materials in, on or under the Property caused or permitted by any of the Tenant Group results in any contamination of the Property or any other property, Tenant shall promptly take all actions at its sole expense as are necessary to return the Property and such other property to the condition existing prior to the introduction of any such Hazardous Material by such member(s) of the Tenant Group, provided that Landlord's approval of such action shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on Landlord, the Property. The obligations of Tenant and Landlord in this Section shall survive the expiration or earlier termination of this Lease and any transfer of title to the Property, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

(c) For purposes of this Lease, "Hazardous Materials" means, collectively, any animal wastes, medical waste, blood, bio hazardous materials, hazardous waste, hazardous substances, pollutants or contaminants, petroleum or petroleum products, radioactive materials, asbestos in any form or condition, or any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any such substances or materials on account of their biological, chemical, radioactive, hazardous or toxic nature, all as now in effect or hereafter from time to time enacted or amended. For purposes of this Lease, "Environmental Laws" means all laws, rules, orders and regulations of federal, state, county, and municipal authorities, concerning any Hazardous Materials whatsoever.

(d) Notwithstanding the foregoing, in the event Tenant uses, operates or stores any equipment, device or machine which emits any electromagnetic radiation or other potentially harmful emissions, Tenant shall be required to adhere to all applicable safety standards with respect thereto and shall be required to install, at Tenant's sole cost and expense, an enclosure reasonably acceptable to Landlord and certified to prevent such emissions from penetrating into any abutting spaces.

28. No Implied Surrender or Waiver.

The acceptance of rent by Landlord or his agent shall not be deemed to be a waiver (except as to any default arising out of the failure to pay the rent so accepted by Landlord) of any breach of Tenant of any covenant herein contained. No provisions of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by the party to be charged.

29. No Representations by Landlord; Zoning; Entire Agreement.

(a) Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the Leased Premises. The Leased Premises are being leased "as is" and "where is" and Landlord makes no representation, express or implied, with respect to habitability, merchantability or fitness for a particular purpose.

(b) It is the responsibility of Tenant to review all, applicable zoning ordinances and other governmental rules and regulations and to secure all necessary and required permits and approvals for its proposed use of the Leased Premises.

The Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the Tenant's intended use of the Leased Premises.

(c) The entire agreement of the parties is contained herein, and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them other than as are herein set forth.

30. Amendment or Modification.

Except as herein otherwise provided, no amendment, alteration, modification of or addition to this Lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound thereby.

31. Definition of Landlord.

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners, at the time in question, of the Leased Premises. In the event of any sale or other transfer of the Leased Premises by Landlord, whether the original Landlord hereunder or any successor Landlord thereto, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale or transaction and Tenant shall look solely to the successor Landlord for the performance of any such covenants or obligations. Notwithstanding the above, Landlord warrants and represents that it shall promptly transfer any security deposit, prepaid rent and prepaid additional rent of Tenant's to any successor Landlord at or about the time of sale or other transfer. Landlord shall not be freed or released of any liability until such transfers have been made as required hereunder or as required pursuant to any applicable laws of the Commonwealth of Massachusetts.

32. Estoppel Certificates.

Tenant agrees, at any time, and from time to time, upon not less than ten (10) day's prior request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Tenant, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of, any prospective holder of a mortgage upon the fee of the Leased Premises, or any other property interest party.

Landlord hereby agrees, without cost to Tenant, to execute and promptly return, within ten (10) days of Landlord's receipt of a written request from Tenant, to Tenant's lenders, and vendors, customary Landlord's consents, waivers of lien and estoppel certificates in forms reasonably acceptable to Landlord in connection with the Tenant's borrowing activities at the Leased Premises during the Term hereof.

33. Limitation of Landlord's Liability.

Tenant shall neither assert nor seek to enforce any claim (except injunctive relief where appropriate) for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Property and in the rents, issues and profits thereof, and in any insurance proceeds actually received by Landlord that are allocable to the Property, and Tenant agrees to look solely to such interests and proceeds for the satisfaction of any liability of Landlord under this Lease. In no event shall Landlord (which term shall include, without limitation all of the officers, trustees, directors, partners, partners in partners, beneficiaries, joint ventures, members, stockholders or other principals or representatives, disclosed or undisclosed, thereof) ever be personally liable for any such liability or ever be liable for damages, whether direct, consequential, punitive or otherwise.

34. Severability.

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in the event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

35. Captions, Gender and Number.

The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision or provisions of this Lease. The term "Tenant" herein, or any pronoun used in place thereof, shall include the masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

36. Notice.

Any notice, demand or communication concerning the Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or by certified or registered U.S. mail, postage prepaid or overnight courier service addressed to Tenant at the Premises and to Landlord and Tenant at their respective addresses set forth in Section 1 above. Any such notice shall be deemed effective upon the earlier of (i) actual receipt or (ii) three days after deposit in the U.S. mail or with such overnight courier service as provided herein. Either party can change its address for future notices in the manner provided above, such change of address to be effective only upon receipt. Landlord and its agents utilize a caller identification block on their telephone lines. If Tenant chooses to have a service on Tenant's telephone line that rejects anonymous calls or calls that have the caller's information blocked, Landlord may be unable to respond to the Tenant by telephone. Under no circumstance will Landlord or Landlord's agents be responsible for any damages resulting from Landlord's inability to contact or respond to Tenant by telephone due to caller identification block.

37. Waiver of Jury Trial.

It is mutually agreed by and between landlord and tenant that the respective parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matter whatsoever arising out of or in any way connected with this lease, including without limitation any eviction or forcible entry or detainer action.

38. Security Deposit.

Upon full execution of this Lease, Tenant shall deposit with Landlord the Security Deposit, to be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon Tenant's default hereunder. Landlord may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder but only after providing written advance notice of same to Tenant which notice shall include the amount used by Landlord and the reasons for such use of Tenant's security deposit. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to the amount immediately preceding such use of funds. At any time following an increase in the Base Rent payable hereunder, Landlord shall have the right to require Tenant to pay an additional amount of Security Deposit to cause such Security Deposit to equal the number of monthly installments of Base Rent then in effect, as reflected in Section 1 hereof. Provided that Tenant has performed all of its obligations hereunder, Landlord shall, within sixty (60) days after the Term ends, return to Tenant the portion of the Security Deposit which was not applied to satisfy Tenant's obligations under this Lease. The Security Deposit may be commingled with other funds and no interest shall be paid thereon. If Landlord transfers its interest in the Premises and the transferee assumes Landlord's obligations under this Lease, then Landlord shall assign the Security Deposit to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit.

39. Binding Effect.

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

40. Brokers.

#17248396v5

Each party represents that it has not dealt with any person in connection with the Leased Premises or the negotiation or execution of this Lease other than officers or employees of Landlord, the Broker designated in Section 1 above, if any. If a Broker is specified in Section above, any commission due by Landlord to such Broker in connection with this Lease shall be paid to Broker in accordance with the listing agreement between Landlord and Broker, and, as provided in said listing agreement. Each party shall indemnify and save the other harmless from and against all claims, liabilities, costs and expenses incurred as a result of any breach of the foregoing representation by the indemnifying party.

41. Recording.

The parties agree that this Lease will not be recorded. Landlord agrees the, upon request by Tenant, Landlord will execute a Notice of Lease evidencing this Lease and satisfying the requirements of Massachusetts. Such Memorandum shall expressly provide that it is being executed to evidence this Lease and does not vary the terms hereof.

42. No Offer.

The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

43. Landlord's Fees.

Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable and actual costs incurred in reviewing the proposed action or consent, including without limitation reasonable attorneys', engineers' or architects' fees, within thirty (30) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

44. Confidentiality.

Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for the Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by the Landlord to any disclosures shall not be deemed to be a waiver on the part of the Landlord of any prohibition against any future disclosure. Landlord and Tenant however specifically agree that Tenant may disclose the terms conditions of this Lease with Tenant's attorneys, tax advisors, CPAs and the like.

45. Governing Law.

This Lease shall be governed by and interpreted in accordance with the laws of the State in which the Property is located. All controversies shall be litigated in County and State which the Property is located.

46. Corporate Approval.

Concurrently with its execution of the Lease, Tenant shall provide Landlord with duly authorized and executed corporate resolutions (or other evidence of authority in form and substance satisfactory to Landlord's counsel) authorizing the entering into and consummation of the transactions contemplated by this Lease and designating the corporate or other officer or officers to execute this Lease on behalf of Tenant.

47. Parking.

During the Term, Tenant may use the number of Parking Spaces identified in Section 1 above. Such Parking Spaces shall be undesignated and located in the parking areas associated with the Building, as the same may be modified and relocated from time to time (the "Parking Area") subject to such terms, conditions and regulations as are from time to time charged or applicable to patrons of the Parking Area.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways at the Building.

48. Condominium Form of Ownership.

Lessor reserves the right to form a Condominium pursuant to the provisions of Massachusetts RSA as amended, and Lessee shall agree to such form of ownership and shall execute such documents as are reasonably required to achieve same. The change to a Condominium would be an aspect of ownership and shall not substantially change or modify any of the lease terms and obligations herein. In the event that the leased area as defined herein is turned into a separate condominium unit and offered for sale to the public and not to any entity or person in any way related to the Lessor, including any limited or general partner of the Lessor, the Lessee shall be offered the unit and shall have thirty (30) days in which to purchase the unit before it is offered for sale to the public at a price determined solely by Lessor. (In the event of condominiumization, the parking area shall be shared by all owners and tenants.)

49. Landlord's Financing and Other Contingencies:

In the event that any mortgagee of the Leased Premises shall reasonably request any change or amendment to this Lease and the Tenant shall unreasonably refuse to agree to such amendment, except for change of base rent, prorata additional rent, leased premises or lease term, and thereby the Landlord shall be threatened with the loss of financing or the Landlord's financing shall be adversely affected thereby, the Landlord shall have the right to terminate this Lease and shall return on a pro-rata basis any advance rent to the Tenant, and the Landlord shall be entitled to the payment on a pro-rata basis any rent in arrears, including the tax and expense adjustments recited herein, and this Lease shall be void and without recourse to either party hereto.

50. Aesthetics:

In order to preserve the aesthetic quality and integrity of the property, the Tenant shall not erect, affix, or display anything of a political or controversial nature or anything which may be deemed harmful to the Landlord's reputation or which may be deemed to degrade the character, value or marketability of the property on the interior of the exterior windows or the interior walls that may be visible within a depth of fifteen (15) feet from the surface plane of the window or on the exterior of the Leased Premises or on or about the building without prior written consent and approval of the Landlord including but not limited to, signs, announcements, and placards. Wooden support and ceiling beams may not be painted or defaced. Beams must be restored to original condition upon vacating

51. Document Imaging:

Landlord shall be entitled, in its sole discretion, to image all or any selection of the Lease, related documents, other documents, and items and records governing, arising from, or relating to, any of Tenant's leases, and may destroy or archive the paper originals. The parties hereto waive any right to insist Landlord produce paper originals, agree that such images shall be accorded the same force and effect as the paper originals, and further agree that Landlord is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or proceedings. Notwithstanding the above, Tenant shall be provided with an original fully executed copy of this Lease.

52. Counterparts:

This Lease shall be executed in two (2) or more counterparts, each of which shall be deemed an original and all collectively but one and the same instrument. A photocopy of this Lease shall be considered as effective and valid as the original.

53. Associated Documents:

Landlord has a right to, and Tenant shall provide two (2) copies of all documents, including but not limited to, plans, studies, permits, drawings, sketches, reviews, opinions and any other documents associated with the leased Premise at no cost to the Landlord. The documents shall be provided to the Landlord no less than fourteen (14) days from the date the Tenant obtains said documents. The documents provided to the Landlord shall become the property of the Landlord.

54. No Air Rights:

This lease does not grant any easement or rights for light, air or view. Any diminution or blockage of light, air or view by any structure or condition now or later erected will not affect this lease or impose any liability on Landlord.

55. Telephone Contact:

The Landlord and its Agents utilize a caller identification block on their telephone lines. In the event the Tenant chooses to have a service on Tenant's telephone line that rejects anonymous calls or calls that have the caller's information blocked, Landlord will be unable to respond to the Tenant by telephone. Under no circumstance will Landlord or Landlord's agents remove or alter this service even temporarily. Tenant agrees to hold harmless, Landlord and Landlord's Agent's, from any and all damages resulting from Landlord's inability to contact or respond to Tenant by telephone due to caller identification block.

56. Time:

Time is of the essence hereof. If any payment, covenant or condition hereof is not tendered, delivered or completed in a timely manner, the party adversely affected by such failure shall have the option to cancel or terminate this Agreement.

57. Rules and Regulations.

Landlord may from time to time, enact and modify reasonable and typical rules and regulations for the safety, care or cleanliness of the Building and related facilities; provided that such rules and regulations will not substantially interfere with Tenant's use of the Premises and shall be uniformly applied to all tenants of the Building. Tenant shall be responsible for compliance with such rules and regulations by its employees, agents, contractors and invitees.

58. No Warranty.

Landlord and tenant expressly disclaim any implied warranty that the leased premises are suitable for tenant's intended commercial purpose, and tenant's obligation to pay rent hereunder is not dependent upon the condition of the leased premises or the performance by landlord of its obligations hereunder, and, except as otherwise expressly provided herein, tenant shall continue to pay the rent, without abatement, setoff or deduction, notwithstanding any breach by landlord of its duties or obligations hereunder, whether express or implied.

59. Miscellaneous:

(a) If any conflicts exist in this Agreement between terms, which are printed, and those, which are typed or written, the typed shall govern over the printed and the written shall govern over the typed.

(b) The Landlord shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing, and signed by the Landlord.

(c) All rights and remedies of the Landlord herein shall be cumulative and may be exercised cumulatively, successively, separately or currently.

(d) The representations, warranties and indemnifications shall survive the termination of this agreement.

[Remainder of Page Intentionally Left Blank; Exhibit Pages Follow.]

EXHIBIT A

Estimated first year Additional Rent charges

This list represents a good faith estimate of additional rent charges as defined in Schedule 1, Section 5 of this Lease.

	Building's Total Yearly Cost	Tenant's %	Tenant's Monthly Cost
Real Estate Taxes	\$26,534.38	32.57%	\$720.19
Insurance - Liability	\$4,702.00	32.57%	\$127.62
Insurance - Flood	\$2,195.92	32.57%	\$59.60
Water & Sewer	\$644.42	100.00%	\$53.70
Management Fee	\$1,703.84	5.00%	\$48.06
Estimated Total	\$35,780.56		\$1,009.17

Initialed by:

Landlord:

Tenant:

The Cheese Shop
Alternate Manager of Record Application

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
9/02		chef/manager	The Cheese Shop	Pete Louis

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date



Massachusetts Criminal Offender Record Information (CORI)

The information contained in this response is the result of an exact match of the subject's name, date of birth, and last six digits of his or her social security number (if applicable), as submitted by the requestor, to information contained in the Massachusetts CORI database. In its discretion, the DCJIS may use the information provided by the requestor to match to other fields on the iCORI report including, but not limited to, a former name or alias field. The requestor is responsible for verifying the subject's identifying information with an acceptable type of government-issued identification at the time of its submission to the DCJIS, as well as for verifying that the identifying information contained in this record relates to the subject.

This report contains only criminal offender record information that is maintained in the Massachusetts CORI database and does not contain criminal offender record information from other states or sources. This response contains only that CORI to which the requestor is statutorily entitled, based on information provided by the requestor at the time of request.

The information contained in this CORI report is created and provided by entities other than the DCJIS. The DCJIS is not responsible for incorrect or incomplete information contained herein, or for any omissions from the contributing entities.

This CORI report is confidential. Any unauthorized access to, or dissemination of this document or the information contained therein is subject to the civil penalties set forth in M.G.L. c. 6, §168, and the criminal penalties set forth in M.G.L. c. 6, §178. Civil penalties include suspension or revocation of CORI access and monetary fines up to \$5,000 for each violation. Criminal penalties include monetary fines up to \$50,000, incarceration in a house of correction for up to one year, or both a fine and incarceration.



Massachusetts Criminal Offender Record Information (CORI)

The information provided within this response contains only Massachusetts criminal offender record information and is based on the statutory access of the requestor. Unauthorized access, use or dissemination of this information is prohibited under Massachusetts General Law.

This information is not fingerprint-supported and may not actually relate to the person whose information you are seeking. Individuals who believe there may be a discrepancy within this record should contact the Department of Criminal Justice Information Services (DCJIS).

This Massachusetts CORI was generated on 07/22/2024 12:43 as the response to your request submitted on 07/22/2024 12:41 with the following details:

Request Details

Request ID: **E24PER-00799095**
 Name: **KOPAZ, JUSTIN A**

Request Date/Time: **07/22/2024 12:41**

Former Last Name(s):

Date of Birth: [REDACTED]

SSN: [REDACTED]

PCF Number: [REDACTED]

Sex: [REDACTED]

Race: **White**

Parent 1:

Parent 2:

Response Summary

NO AVAILABLE CORI

This response is the result of a search of the iCORI database using the subject's name and date of birth as submitted by the requestor. To ensure accuracy, it is the responsibility of the requestor to compare the information shown in the Request Details Section above to the subject's personal identifying information.

The DCJIS is not liable for any errors or omissions in the CORI results based on a requestor's entry of inaccurate, incorrect, or incomplete subject information.



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



Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for KOPAZ, JUSTIN A and date of birth 03/09/1973.

Signed under the penalties of perjury this 22nd day of July 2024.

Jamison R. Gagnon
Commissioner
Massachusetts Department Criminal Justice Information Services

Endorsements / Mentions Spéciales / Anotaciones
If your passport expires within six months of your date of departure, you may be denied entry into some countries.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT / PASAPORTE

THE UNITED STATES OF AMERICA

Type/Type/Tipo Code/Code/Código Passport No./No. de Pasaporte No. de Pasaporte
P USA [REDACTED]

USA

Surname/Nom/Apellido

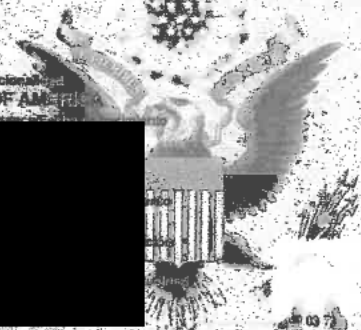
KOPAZ

Given names/Prénoms/Nombres
JUSTIN ANDREW

Nationality/Nationalité/Nacionalidad

UNITED STATES OF AMERICA

Date of Birth/Date de naissance/Fecha de nacimiento



UNITED STATES DEPARTMENT OF STATE



The Cheese Shop
Abutters Notice

**TOWN OF CONCORD
SELECT BOARD**

PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held in the Select Board Meeting Room at 22 Monument Square, by the Concord Select Board, on August 5, 2024 at 7:00 PM upon the application for a Transfer of Liquor License of the Grateful Gourmet, DBA The Cheese Shop, located at 29-31 Walden Street, from Peter Lovis to Joshua Joslyn of Joslyn Food Cooperative.

The meeting agenda will be posted at www.concordma.gov in advance of the meeting.

Questions regarding the application should be directed to Shannon McAndrew, Management Specialist at smcandrew@concordma.gov or 978-318-3003.

/s/ Mark Howell

Clerk

LOCATION	Name	CO-OWNER
100-400 EMERSON HOSPITAL	EMERSON HOSPITAL	
500 EMERSON HOSPITAL	GREEN TR DAVID S	
510 EMERSON HOSPITAL	EMERSON HOSPITAL	
520 EMERSON HOSPITAL	EMERSON HOSPITAL	
530 EMERSON HOSPITAL	ANDRESON JAMES	
540 EMERSON HOSPITAL	LINN FRANK V	
550 EMERSON HOSPITAL	BERK ELIZABETH TRULL	
560 EMERSON HOSPITAL	NOBLE TR THOMAS E	ANDRESON TR JAMES L
570 EMERSON HOSPITAL	NOBLE TR THOMAS E	ANDRESON TR JAMES L
580 EMERSON HOSPITAL	NOBLE TR THOMAS E	ANDRESON TR JAMES L
590 EMERSON HOSPITAL	JOSHI SAROJ TR	
600 EMERSON HOSPITAL	STANTON GARY	
610 EMERSON HOSPITAL	MEHTA 142 LLC	
620 EMERSON HOSPITAL	CALLIGAS THRASSOS S MD	
630 EMERSON HOSPITAL	WILGRAM TR GEORGE M	
640 EMERSON HOSPITAL	BREESE BARBARA A TR	
650 EMERSON HOSPITAL	EMERSON HOSPITAL	
660 EMERSON HOSPITAL	KRAMER MELVYN W TR	
700 EMERSON HOSPITAL	EMERSON HOSPITAL	
710 EMERSON HOSPITAL	EMERSON HOSPITAL	
720 EMERSON HOSPITAL	MOORE ELLEN M TR	
730 EMERSON HOSPITAL	BUTLER CAROLE A	
740 EMERSON HOSPITAL	ELLIS-SCHLOSS REALTY LLC	
750 EMERSON HOSPITAL	ELLIS-SCHLOSS REALTY LLC	
760 EMERSON HOSPITAL	ELLIS-SCHLOSS REALTY LLC	
770 EMERSON HOSPITAL	EMERSON HOSPITAL	
780 EMERSON HOSPITAL	EMERSON HOSPITAL	
800 EMERSON HOSPITAL	EMERSON HOSPITAL	
810 EMERSON HOSPITAL	BREESE BARBARA A TR	
820 EMERSON HOSPITAL	EMERSON HOSPITAL	
830 EMERSON HOSPITAL	EMERSON HOSPITAL	
840 EMERSON HOSPITAL	ELDRIDGE PAULA J	
850 EMERSON HOSPITAL	PDC HOLDINGS LLC	C/O PAUL D COSTAS
8B OLD RD TO 9 ACRE COR	COMMONWEALTH OF MASSACHUSETTS	
25 OLD MARLBORO RD	EMERSON HOSPITAL	
134 OLD RD TO 9 ACRE COR	EMERSON HOSPITAL	
148 OLD RD TO 9 ACRE COR	EMERSON HOSPITAL	
735 MAIN ST	TOWN OF CONCORD	
747 MAIN ST	CONCORD PROFESSIONAL REALTY INC	
5B OLD RD TO 9 ACRE COR	COMMONWEALTH OF MASSACHUSETTS	
47 OLD RD TO 9 ACRE COR	CALABRIA CARL	CALABRIA JEANINE
6A OLD RD TO 9 ACRE COR	TOWN OF CONCORD	
57 OLD RD TO 9 ACRE COR	57 OLD RD TO NINE ACRE CNR SNF LLC	
133 OLD RD TO 9 ACRE COR	EMERSON HOSPITAL	

MAILING ADDRESS	CITY	STATE	ZIP
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
131 OLD RD TO 9AC CNR JOHN CUMMING #66	CONCORD	MA	01742
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
PO BOX 521	ALTON	NH	03809
131 OLD ROAD TO 9 ACRE COR STE 540	CONCORD	MA	01742
131 OLD ROAD TO 9 ACRE COR STE 550	CONCORD	MA	01742
131 OLD RD TO 9AC COR STE 530	CONCORD	MA	01742
131 OLD RD TO 9AC COR STE 530	CONCORD	MA	01742
131 OLD ROAD TO 9 ACRE COR STE 530	CONCORD	MA	01742
4875 E ALDER DR	SAN DIEGO	CA	92116
184 RAYMOND ST UNIT 5	CAMBRIDGE	MA	02140
142 HOUGHTON LN	BOXBORO	MA	01719
131 OLD ROAD TO 9 ACRE COR STE 620	CONCORD	MA	01742
10 LEBANON ST	WINCHESTER	MA	01890
19 HARRIS LN	HARVARD	MA	01451
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
235 NE 6TH COURT	BOCA RATON	FL	33432
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
34 FAIR OAKS DR	LEXINGTON	MA	02421
9 COUNTRYSIDE RD	LITTLETON	MA	01460
31 VARNUM RD	DRACUT	MA	01826
31 VARNUM RD	DRACUT	MA	01826
31 VARNUM RD	DRACUT	MA	01826
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
133 OLD RD TO 9 ACRE COR	CONCORD	MA	01742
19 HARRIS LN	HARVARD	MA	01451
133 OLD RD TO 9AC CNR	CONCORD	MA	01742
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
153 SIMON WILLARD RD	CONCORD	MA	01742
131 OLD ROAD TO 9 ACRE COR STE 850	CONCORD	MA	01742
100 CAMBRIDGE ST	BOSTON	MA	02202
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
133 OLD ROAD TO 9 ACRE COR	CONCORD	MA	01742
1175 ELM ST	CONCORD	MA	01742
747 MAIN ST	CONCORD	MA	01742
100 CAMBRIDGE ST	BOSTON	MA	02202
47 OLD RD TO 9AC CNR	CONCORD	MA	01742
PO BOX 535	CONCORD	MA	01742
173 BRIDGE PLZ N	FORT LEE	NJ	07024
133 OLD RD TO 9 ACRE COR	CONCORD	MA	01742



Date: June 14, 2024

To: Andrea Fountain, Town Manager's Office, Executive Assistant to the Select Board

Via: Jason Bulger, CTO/Interim CMLP Director

Via: Joe Repoff, CMLP Assistant Director

From: Jeffrey Cosgrove, CMLP Lead Electrical Engineer

Cc: Shannon McAndrew, Town Manager's Office, Senior Administrative Assistant
Steven Dookran, CPW Town Engineer
Justin Richardson, CPW Assistant Town Engineer

Subject: Petition for Fiber Optic Cable Installation on Old Rd to 9 Acre Corner, Crown Castle Fiber LLC

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Crown Castle Fiber LLC (Applicant) along a section of Old Rd to 9 Acre Corner (ORNAC). The Applicant is proposing to install new overhead fiber optic cable on the existing utility poles encompassing the following section of roadway as noted below; reference plan titled "BOS 9465-A" dated June 24, 2023. Please note that the following section of ORNAC includes both Town and State Right-of-Ways.

- ORNAC: Pole 1 to Pole 10 (between Main St and Old Marlboro Rd)

The proposed fiber optic cable is being installed to provide additional communication services to Emerson Hospital located at #133 ORNAC and will be installed underground to their site, in existing conduit, from Pole 10 ORNAC. On the other end the fiber will be connected to the Concord Municipal Light Plant's (CMLP) Broadband equipment located at #735 Main St and will be installed underground between the building and Pole 1 ORNAC. CMLP has reviewed the attached Grant of Location petition and recommends approval of the petition with the following conditions. Please note that the following recommended conditions are in addition to all applicable Concord Public Works and MA State recommendations and requirements.

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant and Verizon New England to review work to be completed. It is the responsibility of the Applicant to coordinate with said utilities.
2. A pole survey shall be performed at the applicant's expense noting existing and proposed utility attachments and heights including any applicable make ready work required to meet code requirements. These utility poles are joint owned by the Town of Concord & Verizon New England. Each utility is responsible for maintenance and pole replacement in their designated pole set areas in Town. Should a pole need to be upgraded or replaced this work will be performed at the discretion of the applicable utility. All proposed make ready work must be performed by each existing utility prior to the installation of the fiber optic cable and shall be paid for by the Applicant.



CONCORD MUNICIPAL LIGHT PLANT

ELECTRIC | BROADBAND | ENERGY MANAGEMENT

3. The new aerial cable shall be installed using common industry standards and shall be set substantially at the points indicated on the plan filed with the petition. Specifically, the new aerial cable must be installed between utility poles 1 and 10 ORNAC. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between the proposed fiber optic cable and existing overhead facilities.
4. The applicant must remove any infrastructure deemed obsolete as a result of this project.
5. The applicant will remove the new Fiber Optic Cable upon completion of its service life.

**CONCORD PUBLIC WORKS
ENGINEERING DIVISION**

**Tel: 978 - 318 - 3210
Fax: 978 - 318 - 3245**

133 Keyes Road
Concord, MA 01742



DATE: 07/03/2024

MEMORANDUM

**TO: Andrea Fountain Executive Assistant to the Select Board
Shannon McAndrew, Management Analyst**

VIA: Alan Cathcart, Director of Public Works

FROM: Stephen Dookran PE, Town Engineer

PREPARED BY: Justin Richardson, PE, Assistant Town Engineer

**SUBJECT: Crown Castle Fiber LLC to install new coaxial cable along Old Road to
Nine Acre Corner**

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Crown Castle Fiber LLC on Old Road to Nine Acre Corner. The applicant proposes to attach 144 fiber count ADSS fiber and strand from existing CMLP utility pole #10 to utility pole #1 along Old Road to Nine Acre Corner. Concord Public Works (CPW) Engineering Division has reviewed the attached Grant of Location petition dated April 11, 2024, and has no objection to the approval of the petition subject to the following conditions.

1. Prior to construction, a letter of approval from CMLP allowing the proposed construction on their infrastructure with specific installation conditions must be obtained.
2. Prior to construction, the applicant must complete a site visit with CPW to review work to be completed. CPW shall be notified at least 24 hours prior to the start of construction.
3. The applicant must remove any infrastructure including existing utility poles deemed obsolete because of this project.
4. As-built plans must be provided to the Concord Public Works Engineering Division prior to the final closeout of the project.
5. The Applicant will remove the new coaxial cable and appurtenances upon completion of their service life.
6. A Right-of-Way (ROW) permit application shall be submitted to CPW with stamped constructions plans. No work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.
7. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer, Concord Fire Department and the CPW Engineering Division for approval. This should include sidewalk closures and alternative pedestrian routes around the construction.

8. A portion of this proposed work falls within the Concord Turnpike (Route 2) right of way. This is a State owned and maintained right of way. The applicant shall file and receive all necessary permits as determined by MassDOT for this work. Evidence of MassDOT approval must be submitted to the Town prior to the start of work on the project.
9. The Applicant shall notify emergency services, the school district, the post office, CPW Solid Waste for trash pickup services via email one week prior to the start of construction. The applicant shall also notify neighborhood residents with door hangers prior to the start of construction.
10. The Applicant and its Contractor, if applicable, shall adhere to the CPW Construction and Tree Protection Standard Operating Procedures including the protection of public shade trees: "No person may plant, trim, cut, or remove a public shade tree without the prior permission of the Tree Warden and Engineering Division. This control includes the cutting of roots during construction." The contractor shall be responsible for installing wooden tree guards with orange snow fencing on public shade trees located within the work zone.



Crown Castle
1800 West Park Drive
Suite 250
Westborough, MA 01581

April 11, 2024

Shannon McAndrew
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location for Old Rd to 9 Acre Corner

Dear Shannon:

Enclosed please find Crown Castle Fiber's Petition for Installation of Fiber Optic Cable to provide service to 133 Old Acre to Nine Acre Corner. I have also enclosed a draft Order. Please advise when the Board will be able to hear us on this matter.

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

Sincerely,

Ana Semashka

ANA SEMASHKA
Permitting Specialist

PETITION FOR INSTALLATION OF FIBEROPTIC CABLE

Concord, Massachusetts

4/11/2024

To the Select Board of Concord, Massachusetts:

Crown Castle Fiber LLC requests permission to install ADSS fiber optic cable and strand to existing Utility poles, to be owned and used by the petitioner, along and across the following public way or ways:

- *Old Rd to Nine Acre Corner*

Wherefore they pray that after due notice and hearing as provided by law, they be granted permission to install fiber optic cable to existing CMLP Utility Poles as they may find necessary and in accordance with the plan filed herewith.

1. **Crown Castle Fiber LLC**

By: Ana Semashka

Print name: Ana Semashka

Title: Permitting Specialist

Telephone or e-mail contact info: (508) 616-7823

Ana.Semashka@crowncastle.com

ORDER FOR INSTALLATION OF COAXIAL CABLE

In Select Board of the Town of Concord, Massachusetts

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

IT IS HEREBY ORDERED: that **Crown Castle Fiber LLC** be and is hereby granted permission to install cable as it deems necessary, in the public way or ways hereinafter referred to, as requested in the said petition and accompanying plan.

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

Attach 144 fiber count ADSS fiber and strand to existing CMLP utility pole #10 to utility pole #1 along Old Road to Nine Acre Corner. This request is to provide service to 133 Old Acre to Nine Acre Corner. All work to be done in accordance with the Town's order of conditions.

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

- *Old Road to Nine Acre Corner*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the th day of , 2024.

Clerk of Select Board

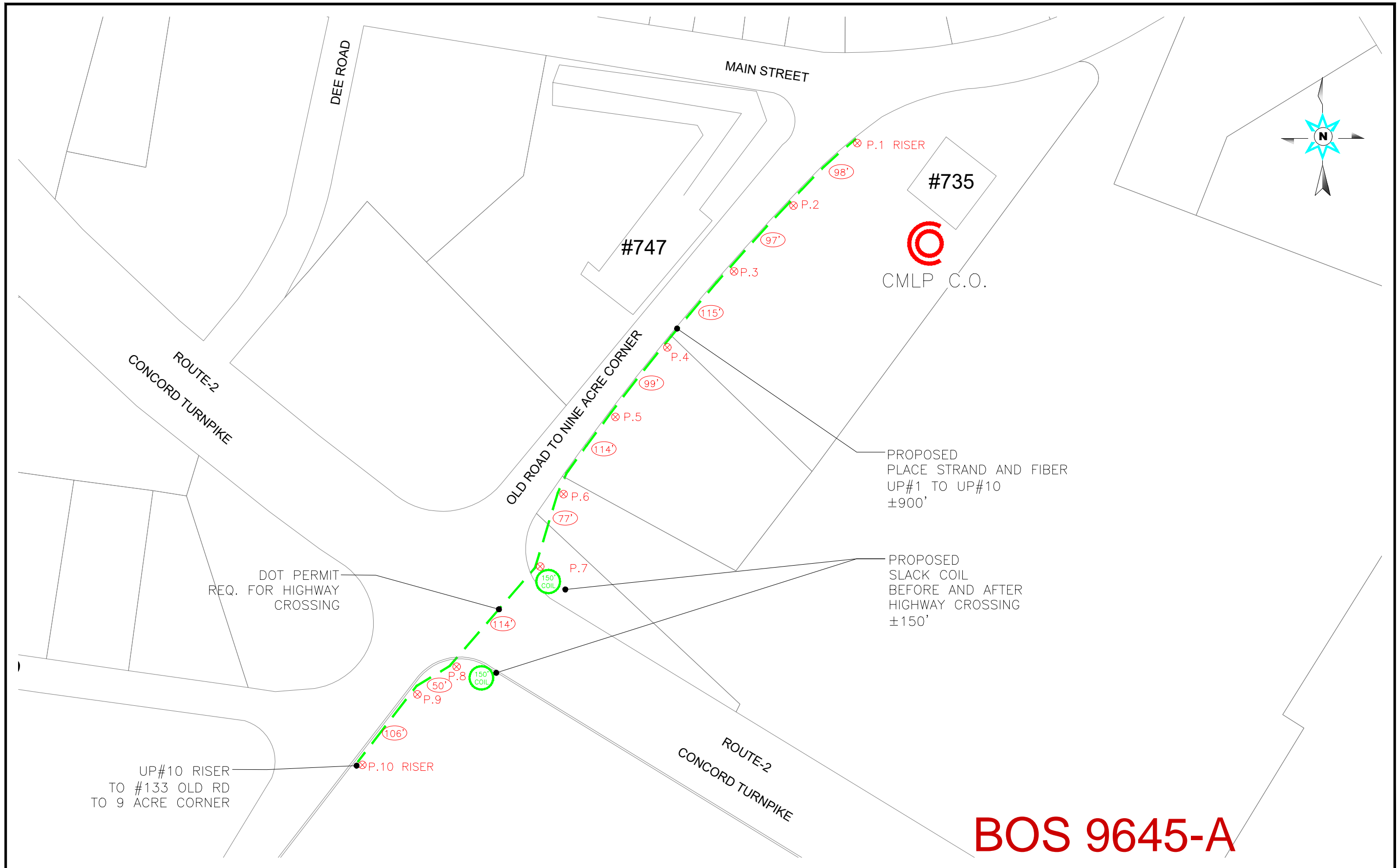
We hereby certify that on Monday, August 5th, at _____ O'clock PM, at
Concord, Massachusetts, a public hearing was held on the petition of **Crown Castle Fiber LLC**
permission to install fiber optic cables, strand, fixtures and connections described in the order herewith
recorded, and that we mailed at least seven days before said hearing a written notice of the time and place
of said hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to install fiber optic
cables, strand, fixtures and connections under said order. And that thereupon said order was duly adopted.

Select Board of the Town of Concord, Massachusetts

CERTIFICATE

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

Attest: _____
Town Clerk



BOS 9645-A

NOTE:
THE LOCATION OF UNDERGROUND
OBJECTS SHOWN ARE NOT
WARRANTED TO BE CORRECT.

01

LEGEND	
CROWN BACKBONE	
PROPOSED AERIAL ROUTE	
POLE SPAN	
SLACK	

PREPARED BY:

PREPARED FOR:

POLE ROUTE MAP	
LOCATION:	133 OLD RD TO 9 ACRE CORNER CONCORD, MA
CHECKED BY:	KB
APPROVED:	SC
DRAWN BY:	FAY
DATE:	24JUNE23
JOB#	23.44764
SHEET:	1 OF 1

Town Manager Goals & Objectives - FY24

(Last Revised August 27, 2023)

CATEGORY	GOAL/OBJECTIVE	ACTION ITEMS	STATUS
Organizational Resilience	<i>Maintain a comprehensive compensation system that attracts and retains a highly competent municipal workforce.</i>	1. In conjunction with the Personnel Board, complete review of recommendations from Personnel Study Task Force report and finalize list of next steps and implementation timetable.	FY23 Carry Forward
		2. Develop a compensation strategy that aligns with the FY25 budget planning process and future years.	New
		3. Analyze the employee benefits package to identify gaps, strategies and programs that will help to attract and retain qualified personnel.	FY23 Carry Forward
		4. Analyze all Collective Bargaining Agreements, identify needed adjustments and prepare for upcoming negotiations for all CBA's expiring on June 30, 2024.	New
		5. Identify and document recruitment strategy and develop recruitment materials which highlight Concord as employer of choice, with a specific focus on inclusion. Establish employee task force to help.	New
	<i>Deliver high quality public services supported by a strong organizational structure that values efficient operations, effective management and sustainable practices.</i>	6. Fill staff vacancies; continue review organizational structure to determine if current alignment is optimal.	FY23 Carry Forward
		7. Review management and reporting structure to ensure efficient and effective operations; to enhance communications; to support optimal organizational performance; and to ensure the efficient delivery of public services.	FY23 Carry Forward
		8. Develop a long-term plan, including strategies for training, professional development and succession planning, that can guide future decision-making and supports a highly competent municipal workforce.	FY23 Carry Forward
	<i>Maintain a workforce that actively engages its knowledge, skill and talents to promote Concord's success and to deliver excellent municipal services.</i>	9. Provide regular in-house training opportunities for employees with topics that are in alignment with the Select Board's Statement of Vision and Values, promote exceptional customer service delivery model.	FY23 Carry Forward
		10. Finalize and implement "Remote Work Policy" designed to balance the provision of excellent public service and municipal operations with the needs and desires of a modern workforce.	FY23 Carry Forward
CATEGORY	GOAL/OBJECTIVE	ACTION ITEMS	STATUS
Diversity, Equity, Inclusion and Belonging	<i>Support, promote and engage economic, social, racial and cultural diversity and inclusion in the Town of Concord.</i>	11. Review May 2023 DEI Needs Assessment, develop a strategic plan that will move the Town from being (merely) EEO-compliant, to one that integrates and leverages differences to create business value; and begin implementation of plan.	New
		12. Complete a review and assessment of internal policies and practices; Identify opportunities to improve diversity, equity and inclusion efforts.	FY23 Carry Forward
		13. Continue monthly "Tea with Town Manager" providing employees with regular opportunity to connect with management outside of formal protocol.	New
		14. In conjunction with internal Professional Development Committee, institute monthly diversity training program for employees; utilize existing resources, including current employees. Rotate training venues and modalities.	New
		15. Work in collaboration with the DEI Commission to research and implement diversity, equity, and inclusion best practices for Town operations.	Ongoing
CATEGORY	GOAL/OBJECTIVE	ACTION ITEMS	STATUS

Effective Governance and Communications	<i>Support town governance by fostering effective meeting management methods.</i>	16. Evaluate automated agenda management systems to improve efficiency, functionality, and access to information; Identify resources to support Town volunteers with scheduling, facilities, compliance, training & access to information.	FY23 Carry Forward
	<i>Facilitate effective communications between Town departments.</i>	17. Institute monthly management team meetings, inclusive of SMT and division managers; work from formal agenda, providing specific opportunities for division managers to make presentations and be directly involved in problem solving.	New
	<i>Foster information sharing between the Town and Concord residents.</i>	18. Coordinate a review of the website to ensure accuracy of information; inclusion of key documents; and that it meets our functionality, utility & communication needs.	FY23 Carry Forward
	<i>Actively foster an effective and efficient governance model by engaging officials, supporting their missions, and meeting their communication needs.</i>	19. Coordinate a review of Town information to confirm Committee charges, board membership, names of officers, and ensures that contact information is up to date.	Ongoing
		20. Review all Select Board staff liaison assignments, volunteer terms, and vacancies to ensure accuracy with the Town Volunteer Database.	Ongoing
		21. Review Board and Committee operations to evaluate systems, ensure that efficient practices are in place, ensure each board and committee has a staff liaison, and recommend new procedures if needed.	Ongoing
CATEGORY	GOAL/OBJECTIVE	ACTION ITEMS	STATUS
Financial Resiliency	<i>Promote fiscal responsibility and financial sustainability.</i>	22. Plan and allocate remaining ARPA Funds; Ensure that FY25 ARPA Funds are included as a funding resource for the FY25 Budget and Capital Planning processes.	New
		23. Develop Five-Year Capital Plan for FY2025-FY2029; Include major projects, cost estimates, debt forecast and tax burden projections.	New
		24. Develop 5 and 10 Year Financial Forecasts of revenue and Non-Guidelines Expense and highlighting projection of "Available for Guidelines" to share with Finance Committee.	New
		25. In conjunction with the cross-departmental Risk Management Committee, develop a town-wide Risk Management strategy; work closely with CPS/ CCRSD to help identify and mitigate risk.	New
		26. Continue to aggressively monitor and track all grant opportunities, applying for those that meet agreed upon business need.	New
		27. Review means, methods and formulas for budgetary chargeback to Enterprise and other special revenues to ensure that they accurately capture associated costs. Continue to look for ways to streamline and/ or eliminate costs, particularly from General Fund budget.	New
CATEGORY	GOAL/OBJECTIVE	ACTION ITEMS	STATUS
Regional and State Interests	<i>Advance Concord's interests in the region and the Commonwealth.</i>	28. Continue to develop relationships with state and federal legislative delegation & staff, state leaders and municipal colleagues.	New
		29. Continue work with MWRA and neighboring communities to investigate the feasibility of regional water.	New
CATEGORY	GOAL/OBJECTIVE	ACTION ITEMS	STATUS
Economic Vitality & Strategic Planning	<i>Promote the economic vitality of the Town. Ensure implementation of recommendations, goals and objectives of key planning documents.</i>	30. In conjunction with task force, research and report on the potential acquisition of 2229 Main Street, including insurance costs, risk implications and next steps.	FY23 Carry Forward
		31. Implement strategies, innovations & staffing models to streamline permitting and regulatory processes in support of businesses, residents and visitors of Concord.	FY23 Carry Forward
		32. Identify and develop strategy to ensure implementation of recommendations, goals and objectives of key planning documents and a mechanism to track the same.	New

FY24 Concord Town Manager Evaluation Form

Evaluation Instructions:

Each Select Board Member will complete an individual evaluation for the Town Manager. Select a rating for each item. Please provide comments supporting your rating. The numbered statements provided next to each criterion for rating are meant to serve as examples of factors to be considered and are not an exhaustive list of job responsibilities or duties.

Each Board Member should schedule a meeting with the Town Manager between Aug 9 – Aug 30 to discuss the review prior to finalizing their evaluation.

Deadline for Submission to Designee: August 30, 2024

A. Achievement of 2023-2024 Town Manager Goals		Progress/ Completion Beyond Expectations	Progress/ Completion Meets Expectations	Insufficient Progress	Incomplete Due to Extenuating Factors
		3	2	1	N/A
Organizational Resilience	1. In conjunction with the Personnel Board, complete review of recommendations from Personnel Study Task Force report and finalize list of next steps and implementation timetable.				
	2. Develop compensation strategy aligned with FY25 budget planning process and future years.				
	3. Analyze the employee benefits package to identify gaps, strategies and programs that will help to attract and retain qualified personnel.				
	4. Analyze all Collective Bargaining Agreements, identify needed adjustments and prepare for upcoming negotiations for all CBA's expiring on June 30, 2024.				
	5. Identify and document recruitment strategy and develop recruitment materials which highlight Concord as employer of choice, with a specific focus on inclusion. Establish employee task force to help.				
	6. Fill staff vacancies: continue review organizational structure to determine if current alignment is optimal.				
	7. Review management and reporting structure to ensure efficient and effective operations; to enhance communications; to support optimal organizational performance; and to ensure the efficient delivery of public services.				
	8. Develop a long-term plan, including strategies for training, professional development and succession planning, that can guide future decision-making and supports a highly competent municipal workforce.				

	9. Provide regular in-house training opportunities for employees with topics that are in alignment with the Select Board's Statement of Vision and Values, promote exceptional customer service delivery model.				
A. Achievement of 2023-2024 Town Manager Goals		Progress/ Completion Beyond Expectations	Progress/ Completion Meets Expectations	Insufficient Progress	Incomplete Due to Extenuating Factors
		3	2	1	N/A
	10. Finalize and implement "Remote Work Policy" designed to balance the provision of excellent public service and municipal operations with the needs and desires of a modern workforce.				
	Comments:				
DEIB	11. Review May 2023 DEI Needs Assessment, develop a strategic plan that will move the Town from being (merely) EEO-compliant, to one that integrates and leverages differences to create business value; and begin implementation of plan.				
	12. Complete a review and assessment of internal policies and practices; Identify opportunities to improve diversity, equity and inclusion efforts.				
	13. Continue monthly "Tea with Town Manager" providing employees with regular opportunity to connect with management outside of formal protocol.				
	14. In conjunction with internal Professional Development Committee, institute monthly diversity training program for employees; utilize existing resources, including current employees. Rotate training venues and modalities.				
	15. Work in collaboration with the DEI Commission to research and implement diversity, equity, and inclusion best practices for Town operations.				
	Comments:				
Effective Governance & Communications	16. Evaluate automated agenda management systems to improve efficiency, functionality, and access to information; Identify resources to support Town volunteers with scheduling, facilities, compliance, training & access to information.				
	17. Institute monthly management team meetings, inclusive of SMT and division managers; work from formal agenda, providing specific opportunities for division managers to make presentations and be directly involved in problem solving.				
	18. Coordinate a review of the website to ensure accuracy of information; inclusion of key documents; and that it meets our functionality, utility & communication needs.				

19. Coordinate a review of Town information to confirm Committee charges, board membership, names of officers, and ensures that contact information is up to date.

--	--	--	--

DRAFT

A. Achievement of 2023-2024 Town Manager Goals		Progress/ Completion Beyond Expectations	Progress/ Completion Meets Expectations	Insufficient Progress	Incomplete Due to Extenuating Factors
		3	2	1	N/A
	20. Review all Select Board staff liaison assignments, volunteer terms, and vacancies to ensure accuracy with the Town Volunteer Database.				
	21. Review Board and Committee operations to evaluate systems, ensure that efficient practices are in place, ensure each board and committee has a staff liaison, and recommend new procedures if needed.				
	Comments:				
Financial Resiliency	22. Plan and allocate remaining ARPA Funds; Ensure that FY25 ARPA Funds are included as a funding resource for the FY25 Budget and Capital Planning processes.				
	23. Develop Five-Year Capital Plan for FY2025-FY2029; Include major projects, cost estimates, debt forecast and tax burden projections.				
	24. Develop 5 and 10 Year Financial Forecasts of revenue and Non-Guidelines Expense and highlighting projection of "Available for Guidelines" to share with Finance Committee.				
	25. In conjunction with the cross-departmental Risk Management Committee, develop a town-wide Risk Management strategy; work closely with CPS/ CCRSD to help identify and mitigate risk.				
	26. Continue to aggressively monitor and track all grant opportunities, applying for those that meet agreed upon business need.				
	27. Review means, methods and formulas for budgetary chargeback to Enterprise and other special revenues to ensure that they accurately capture associated costs. Continue to look for ways to streamline and/ or eliminate costs, particularly from General Fund budget.				
	Comments:				

A. Achievement of 2023-2024 Town Manager Goals		Progress/ Completion Beyond Expectations	Progress/ Completion Meets Expectations	Insufficient Progress	Incomplete Due to Extenuating Factors
		3	2	1	N/A
Regional & State Interests	28. Continue to develop relationships with state and federal legislative delegation & staff, state leaders and municipal colleagues.				
	29. Continue work with MWRA and neighboring communities to investigate the feasibility of regional water.				
Comments:					
Economic Vitality & Strategic Planning	30. In conjunction with task force, research and report on the potential acquisition of 2229 Main Street, including insurance costs, risk implications and next steps.				
	31. Implement strategies, innovations & staffing models to streamline permitting and regulatory processes in support of businesses, residents and visitors of Concord.				
	32. Identify and develop strategy to ensure implementation of recommendations, goals and objectives of key planning documents and a mechanism to track the same.				
Comments:					

B. General leadership, governance, communications, financial, and management skills		Above Satisfactory	Satisfactory	Below Satisfactory	Cannot evaluate
		3	2	1	N/A
Board	Interprets, supports, and implements Board policies and directives				
	Keeps the Board informed on issues, needs, and operation of Town departments				
	Fully informs the Board of the implications of major personnel and program changes				
	Advises the Board about the potential impact of government regulations and legislation				
	Maintains a professional working relationship with the board based on mutual respect and trust				
	Comments:				
Leadership	Effectively implements Board policies and relevant Town Meeting decisions				
	Responds quickly and decisively to unexpected circumstances				
	Identifies innovative solutions and builds consensus while allowing for diverse opinions				
	Promotes a positive culture, civil discourse, and professional decorum				
	Manages Town affairs in an open, diplomatic, and transparent manner				
	Comments:				
Management	Develops good staff morale and loyalty to the organization				
	Maintains positive working relationships with SMT and staff; coaches and mentors as needed				
	Uses best management practices and leverages IT innovations for local government excellence				
	Comments:				
Finance	Presents budgets to the Select Board in a manner which promotes their full understanding				
	Considers input from town officials and constituents when formulating budgets and plans				
	Demonstrates thoughtful, creative financial budget management and strategic capital planning				
	Provides creative management of available resources to increase productivity and economy				
	Maintains confidence of the residents in quality and value of service in relation to taxes paid				
	Comments:				

B. General leadership, governance, communications, financial, and management skills		Above Satisfactory	Satisfactory	Below Satisfactory	Cannot evaluate
		3	2	1	N/A
Communications	Demonstrates strong public speaking and presentation skills				
	Communicates the mission and accomplishments of the Town to staff and community				
	Understands the needs and aspirations of the community				
	Empowers local government to provide the highest level of service and professional results				
	Encourages community involvement of an active, engaged, knowledgeable, and diverse citizenry				
	Earns the respect and confidence of the community				
Comments:					
Personal	Maintains high standards of ethics, honesty, and integrity in personal and professional matters				
	Approachable leader: encourages open communication with staff, the public, and Select Board				
	Pays attention to detail and follows through on plans and decisions				
	Demonstrates passion, energy, commitment to excellence, and a "can-do" attitude to guide Concord into the next decade				
Comments:					

Overall Rating (please circle one): 3- Above Satisfactory 2- Satisfactory 1- Below Satisfactory

Overall Comments:

Town Manager FY24 Evaluation and FY25 Goal Setting	
<i>Task</i>	<i>Deadline</i>
Select Designee to compile individual evaluations	Aug 5
Adopt form to be used for evaluation	Aug 5
Determine who provides input	Aug 5
TM presents DRAFT of FY25 Goals to Select Board	Aug 19
Town manager completes self-evaluation, distributes to SB members via email	Aug 9
Each Select Board member meets with Town manager to discuss their individual evaluation	Aug 9 – Aug 30
Individual Select Board members complete evaluation, send to designee via email	Aug 30
Designee works with HR director to develop presentation of final evaluation to the community	Aug 30 – Sept 9
Compiled evaluation presented in open meeting	Sept 9
Finalize FY25 TM Goals in open meeting	Sept 9

DRAFT

Town Flag Policy Options

Concord, MA

August 5, 2024

Process Review

At the June 17th Select Board meeting, a decision was made to consider updating Concord's Flag Policy. Cameron McKennitt and Wendy Rovelli were appointed to lead this effort, and formed a subcommittee to evaluate the Flag Policy and return with options/recommendations.

Since June 17th , Cameron and Wendy have reviewed Concord's current flag policy and practices, researched other town flag policies, and have held four sub-committee meetings to discuss options and develop the materials that will be presented today.

During the August 5th Select Board session, we intend to outline the discrete options available, specify what would be included (and not) in each option, answer any questions, and gain consensus on the preferred option.

- Assuming all issues are addressed, next steps will be to draft specific policy language, obtain legal review, return to Select Board for final approval.

Concord's existing flag policy, infrastructure and practices

Concord's Flag Pole Inventory and flag flying practices:

15 permanent flagpole locations that fly the American Flag. Of these 15:

- 12 Have one pole that flies only the American Flag [note: one of the 12 is at CCHS, which is not necessarily under the jurisdiction of the town Flag Policy]
- Gun House has 2 poles on building
- Concord Center War Memorial has 3 poles that fly the American Flag, Commonwealth of MA, and POW/MIA flags (6 military flags on 12' poles also fly at this location)
- Kenneth Dunn Square has a POW/MIA flag that flies below the American Flag on the same pole
- Monument Square flies the Concord Flag below the American Flag on Concord's Birthday (September 12)

In addition to these permanent flagpole locations, there are 65 flag holders on light poles across the town. These holders have the American Flag temporarily installed 8 days per year (April 19, Memorial Day, Flag Day, Independence Day, Labor Day, Concord's Birthday, Columbus/Indigenous People's Day, Veteran's Day). In 2024, 25 Pride flags were flown on poles in Concord Center

There are also sidewalk poles where the United Nations flag is temporarily installed for Peace Day (September 21) and United Nations Day (October 24)

There are a couple of other flag flying practices that occur on town property (e.g. the American and Nanae flag (sister city) are tied to town hall handrails; smaller military and town flags are flown at parade review stand)

In 2023 and 2024, Juneteenth Flag was flown below American Flag in Monument Sq; Pride flag was flown in similar fashion in 2024

Defining the Policy Options

After researching what other towns have in terms of a flag policy, we believe there are three discrete options that should be considered by the Select Board:

	Option 1: Restrictive	Option 2: Well Defined Process for Flying Other Flags	Option 3: No Change to Current Policy
Description	Under this option, Flag flying on town-owned poles and property is restricted to the American Flag, state and town flags, military flags and POW/MIA flags	Under this option, in addition to the flags flown under Option 1, the policy allows for additional flags to be flown at the discretion of the town (e.g., not a First Amendment right, subject to approval by one of the town’s governing bodies) For additional flags to be flown, policies typically spell out the process and criteria (more details to follow on subsequent pages as to what that entails)	This option is intended to accomplish the same goals as Option 2, in that it provides for additional flags to be flown at the discretion of the Select Board
Local/relevant town examples	Carlisle, Billerica, Boxborough, Littleton	Amherst, Dedham, Holliston, Newburyport, Pepperell, Randolph, San Jose, CA (cited by supreme court in Boston case as example of good policy – referenced by Amherst in developing their policy)	
Why is this policy enacted/what you need to believe	<ul style="list-style-type: none"> Flag poles should be restricted to the U.S., State, Town and military flags Considering other flags could be perceived as “choosing favorites” if you allow some to fly and not others. Town may not want to be in the business of arbitrating requests. Some towns have gotten into trouble/been sued over what flags can fly (although there is precedent that a well-drafted policy can substantially reduce the likelihood of this occurring) 	<ul style="list-style-type: none"> In addition to the flags in Option 1, the Town wants to recognize certain other holidays, events and celebrations, and flag raising symbolizes the Town’s welcoming and inclusiveness for these approved events Policy can be written to clarify criteria and process for deciding which additional flags can fly – this can be done in an open, fair manner While there is a mix of town policies, the majority in MA appear to be applying some version of this option 	<ul style="list-style-type: none"> The policy meets the needs and goals of the Town as it pertains to our current flag flying practices.

Matrix of specific options and considerations

	Option 1: Restrictive	Option 2: Well Defined Process for Flying Other Flags	Option 3: No Change to Current Policy
What Flags	American, state, town, six arms of military, POW/MIA. In addition, United Nations flags 2 days a year on sidewalk poles. Sister City Flag on town handrails during visit.	Option 1 plus Ceremonial flags approved under this policy	Option 1 plus Ceremonial flags under this policy
What Process to Approve Flags	No additional process is required	Required Select Board sponsor, Select Board approval, tied to a town event or proclamation, request 30 days prior to event.	Requires Select Board approval as an expression of town sentiment. No time frame set for requests to be considered.
What Process to Follow to Fly Flags	Follow current Fire department procedure for raising and lowering flags.	Ceremonial flags fly below US Flag, or on a separate flagpole for one day. Town claims all flags as town property.	
Which Flagpole	Allowed on all town flag poles	Ceremonial flags on Main Monument Sq. Flagpole under US flag, other option temporary flagpole.	Does not specify which flag poles.
Other Notes:	Doesn't support Juneteenth or Pride Flags	In 2024 25 Pride flags flew on light poles.	Doesn't recognize all flags routinely flown on town property. No criteria for defining Town sentiment.