



Concord Select Board Meeting
AGENDA ACTION REQUEST
Monday, February 3, 2025

1

Call to Order

Requested by: SB Chair

Action Sought: Call to Order

Proposed Motion(s)

Open Executive Session

Executive Session under G.L. c. 30A, § 21(a)(6) to discuss and conduct a strategy session in preparation for possible negotiations regarding the acquisition of real property, specifically the Waste Water Treatment Plant located at the Massachusetts Correctional Institute (MCI) Concord facility, from the Commonwealth of Massachusetts, as an open discussion may have a detrimental effect on the negotiating position of the Town (if the chair so declares).

Additional Information

Open Select Board Meeting

Adjourn Select Board Meeting with anticipated Select Board Reconvene at 6:30 PM

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



OLD NORTH BRIDGE

TOWN OF CONCORD

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

Select Board Meeting Agenda

Monday, February 3, 2025 at 5:00 PM

Town House, Select Board Room, 22 Monument Square and via Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/86170605045?pwd=M9WK7lfO8lqBFq0oIuyNNIbwBh4g7h.1>

Meeting ID: 861 7060 5045

Passcode: 408325


Dial In Toll-Free: 833 548 0276

#	Time *	Agenda Item
I.	5:00 PM	Executive Session under G.L c. 30A, § 21(a)(6) to discuss and conduct a strategy session in preparation for possible negotiations regarding the acquisition of real property, specifically the Waste Water Treatment Plant located at the Massachusetts Correctional Institute (MCI) Concord facility, from the Commonwealth of Massachusetts, as an open discussion may have a detrimental effect on the negotiating position of the Town (if the chair so declares).
II.	6:30 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.
III.	6:45 PM	Consent Agenda: <ul style="list-style-type: none"> i. Concord Housing RoundTable Joint Meeting Minutes January 14, 2025 ii. Town Accountant Warrants: January 16, 2025; January 23, 2025; January 30, 2025 iii. Gift Acceptance from Kevin and Susan Hurley to the Concord250 Gift Account in the amount of \$2,500.00 iv. One Day Liquor Licenses: <ul style="list-style-type: none"> a. Wines and Malt Beverages Only for the Anthem Group for the 250th Wright Tavern Beer Garden from 11:00 AM to 7:00 PM at the Wright Tavern, 2 Lexington Road on: <ul style="list-style-type: none"> - Saturday, April 12, 2025 - Friday, April 18, 2025 - Saturday, April 19, 2025

		<p>b. All Alcoholic Beverages for Gaining Ground Inc. for the Gaining Ground Annual Donor Appreciation Party on Thursday, June 12, 2025 from 5:00 PM to 7:00 PM at Gaining Ground Farm, 341 Virginia Road</p> <p>c. All Alcoholic Beverages for Naine Nitze of Nashoba Brooks School for the Spring Social on Saturday, May 3, 2025 from 7:00 PM to 10:00 PM at the Barn at Nashoba Brooks School, 200 Strawberry Hill Road</p> <p>Select Board Nominations:</p> <p>a. Frank (Rich) Feeley of 347 Lexington Road, to the new Tax Relief Evaluation Task Force with an APP#10, Section VII(c) exception for a term ending April 30, 2026</p> <p>b. Kathi O’Neil of 171 Deacon Hanes Road to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026</p> <p>c. Jon Piper of 30 Oak Road to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026</p> <p>d. Lynn Salinger of 75 Pleasant Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026</p> <p>e. Ellen Quackenbush of 206 Prairie Street to the new Tax Relief Evaluation Task Force with an APP#10, Section VII(c) exception for a term ending April 30, 2026</p> <p>f. Abby White of 851 Monument Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026</p> <p>g. Shannon Sweeney of 1443 Main Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026</p>
IV.	6:45 PM	<p>Select Board Appointments and Reappointments:</p> <p>i. Kristen Heintz-Perkins of 45 Williams Road to the Hugh Cargill Trust Committee to fill an unexpired term to conclude on May 31, 2026</p> <p>ii. Stephen Newbold of 124 Hill Crest Road to the Zoning Board of Appeals as an Associate Member for a term to expire May 31, 2026 (due to staggering requirements)</p>
V.	6:50 PM	<p>Discuss and Review Dog Nuisance Complaint Update</p> <p>Presenter: Kerry Lafleur, Town Manager</p>
VI.	6:55 PM	Town Manager’s Report
VII.	7:00 PM	Chair’s Report
VIII.	7:05 PM	Select Board Liaison Reports
IX.	7:10 PM	<p>Review and Approve Draft Article for Town Meeting – Lease of Land</p> <p>Presenters: Megan Zammuto, Deputy Town Manager</p>

X.	7:15 PM	Public Hearing for the application of a Transfer of Liquor License from Trails End Café LLC (DBA Nosh by Concord Market) to Concord Market Presenter: Attorney Jim White
XI.	7:20 PM	Application for a Change of Manager and Alternate Manager of Record for Concord Market Presenter: Attorney Jim White
XII.	7:25 PM	Discuss Letter from the Concord-Carlisle Regional School District Chair Presenter: Mary Hartman, Chair
XIII.	7:30 PM	Discuss Fiscal Year 2026 Proposed Town Guideline and Non-Guideline Spending Presenters: Anthony Ansaldi, Chief Financial Officer and Kerry Lafleur, Town Manager
XIV.	8:00 PM	Discuss Updates on Munis Financial System Conversion, Fiscal Year 2024 Year-End Audit, Peabody School Carrying Costs. Presenter: Anthony Ansaldi, Chief Financial Officer
XV.		Adjournment

** Times are approximate and subject to change*

Upcoming Meetings:		
Monday, February 10, 2025	Monday, February 24, 2025	Monday, March 3, 2025
 <p>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.</p>		



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

2

Reconvene Select Board Meeting

Requested by: SB Chair

Action Sought: Approve Call to Order

Proposed Motion(s)

Motion: Move to Reconvene Select Board Meeting

Public Comment:

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

3

Consent Agenda

Requested by: SB Chair

Action Sought: Approve

Proposed Motion(s)

Motion: Move to Approve Consent Agenda:

Consent Agenda:

- i. Concord Housing RoundTable Joint Meeting Minutes January 14, 2025
- ii. Town Accountant Warrants: January 16, 2025; January 23, 2025; January 30, 2025
- iii. Gift Acceptance from Kevin and Susan Hurley to the Concord250 Gift Account in the amount of \$2,500.00
- iv. One Day Liquor Licenses:
 - a. Wines and Malt Beverages Only for the Anthem Group for the 250th Wright Tavern Beer Garden from 11:00 AM to 7:00 PM at the Wright Tavern, 2 Lexington Road on:
 - Saturday, April 12, 2025
 - Friday, April 18, 2025
 - Saturday, April 19, 2025
 - b. All Alcoholic Beverages for Gaining Ground Inc. for the Gaining Ground Annual Donor Appreciation Party on Thursday, June 12, 2025 from 5:00 PM to 7:00 PM at Gaining Ground Farm, 341 Virginia Road
 - c. All Alcoholic Beverages for Naine Nitze of Nashoba Brooks School for the Spring Social on Saturday, May 3, 2025 from 7:00 PM to 10:00 PM at the Barn at Nashoba Brooks School, 200 Strawberry Hill Road

Select Board Nominations:

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- b. Kathi O'Neil of 171 Deacon Hanes Road to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
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TOWN OF CONCORD
Office of the Select Board
Town House
P.O. Box 535
Concord, Massachusetts 01742
Chair, Town of Concord Select Board

TEL: 978-318-3010

Concord Housing Roundtable **Thursday January 14, 2025** **Minutes**

Concord Housing Authority (Quorum): Stephanie Chrobak, Ed Larner, Stephan Bader
Concord Housing Development Corporation (Quorum): Lee Smith, Julie McClure, Ray Andrews
Concord Municipal Affordable Housing Trust (Quorum): Keith Bergman, Kerry Lafleur, Mary Hartman, Rich Feeley, Mike Lawson
Concord Housing Foundation: Rich Feeley, Matt Johnson
Select Board (Quorum): Mary Hartman, Wendy Ravelli, Terri Ackerman, Mark Howell
Planning Board (No Quorum): Andrew Boardman, Sue Felshin, Linda Miller
Community Preservation Committee (Quorum): Ed Larner, Sue Felshin, Eve Isenberg, Diane Proctor, Paul Boehm

Attendees: 16 in person, 40 in Zoom

Posted as a joint meeting of the Select Board, Planning Board, Concord Housing Authority, Concord Housing Development Corporation, Concord Housing Foundation, Concord Municipal Affordable Housing Trust, and Community Preservation Committee.

The Roundtable was opened at 5 pm by Regional Housing Services Office Director Liz Rust, who also kept minutes of the meeting. Then followed calling the meeting to order by individual board.

Ms Rust outlined the meeting objective: The Concord Housing Roundtable meets on a quarterly basis to update on implementing the Housing Production Plan, and related initiatives by the Housing Partners in Concord.

1. Concord Municipal Affordable Housing Trust kicked off the meeting and Keith Bergman presented an informative slide deck covering the following discussion areas.
 - Housing Production Plan priority production projects: Select Board's FY 2025 goals, and upcoming opportunities, including CHDC's Assabet River Bluff and Junction Village, surplus State property at 91B Main Street, and supporting CHA.
 - Housing/SHI Update: Concord is now 12.81% on the SHI, with more on the way with the 40B Thoreau.
 - Future local funding for affordable housing.
 - Managing Concord's Affordable Housing – Grant engagement with MHP
2. Concord Housing Development Corporation update was provided by newly elected chair Julie McClure. The Assabet River Homes development is moving towards site groundbreaking, great effort from all the parties involved. The CHDC continues to review, discuss and formulate its buydown strategy, and looks forward to creating a unit in the near future. Other updates and initiatives included the feasibility study on 91B Main Street, the

Junction Village RFP still on hold, Small Grant Program continues to receive and accept applications.

3. The update on town-owned properties was provided by Megan Zammuto. Ms Zammuto presented updates on MCI, 2229 Main Street, Peabody Middle School and 91B Main Street, with a proposal to set up a new land use town working group.
4. Stephan Bader, as the chair of the Concord Housing Authority provided an update on the authority. The CHA operates 130 units and physically maintains all their needs. The CHA is just completing a Physical Needs Assessment and is looking at heat pumps, and wastewater needs. The CHA LLC is fully engaged in the purchase of 406 Old Marlboro Road.
5. Planning Board update was provided by Andrew Boardman. MBTA Communities Zoning continues to wait for state feedback. The Planning Board is working on zoning amendments for 2025 Town Meetings.
6. Mary Hartman, as the chair of the Select Board, thanked all the participants for the extensive discussion at the roundtable agenda. Many housing initiatives have been discussed in a collaborative atmosphere contributing to the progress of the Select Board and Concord goals. On an intuitive basis, the Select Board is working on and prioritizing the home rule petitions, parking regulations, workforce housing, and the residential exemption.
7. Rich Feeley provided the Concord Housing Foundation update. The CHF works with the housing groups on many of the initiatives mentioned tonight. The CHF is also working on a pilot program to provide financial assistance to people moving to Concord.
8. Ed Lerner finished up the agenda with an update from the Community Preservation Committee, summarizing the 7 CPC projects submitted for 2025 Town Meeting.

The meeting was Adjourned at 6:41 with roll call votes by each committee.



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: February 3, 2025

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 Kevin and Susan Hurley in the amount of \$2,500.00 to the Town 250 Gift Account.

Town 250 Gift Account

\$2,500.00

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: February 3, 2025

Re: One Day Liquor Licenses for the Anthem Group for Concord250 Beer Garden

Included in your meeting packet are three One Day Liquor License applications for Wines and Malt Beverages only for Shelby Elwell of the Anthem Group for the Concord250 Beer Garden from 11:00 AM to 7:00 PM at the Wright Tavern, 2 Lexington Road on the following dates:

- Saturday, April 12, 2025
- Friday, April 18, 2025
- Saturday, April 19, 2025

These applications are complete with bartender TIPS Certification, Crowd Manager Certification, and payment.

Additionally, these applications have been reviewed in tandem with the Use of Town Property application that these events will also be seeking approval for. As such, the Police Department has requested that the beer garden have fencing to enclose the area of the garden, so as not to encourage patrons walking in and out of the garden area with alcohol, security, and a Police Detail will be scheduled at the site on Saturday, April 19th, which we know will be the day of the parade. Lastly, Public Works has requested that the applicant have a plan to manage the trash produced from the garden, which they plan to remove from the site directly.

Please reach out with any questions.

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Friday, December 13, 2024 3:46:22 PM

One Day Special Liquor Licenses

Company or Organization	The Anthem Group
Applicant Name	Shelby Elwell
Email Address	selwell@theanthemgroup.com
Applicant Address	1 International Place
City	Boston
State	MA
Zip Code	02110
Phone Number	8606896387
Name of Event	250th Wright Tavern Beer Garden
Activity Is	For Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	4/12/2025 11:00 AM
End Time	7:00 PM
Premises to be Licensed	Wright Tavern Center
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? Yes

If NO, number of years licensed? *Field not completed.*

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 Shelby Elwell

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: Friday, December 13, 2024 3:48:13 PM

One Day Special Liquor Licenses

Company or Organization	The Anthem Group
Applicant Name	Shelby Elwell
Email Address	selwell@theanthemgroup.com
Applicant Address	1 International Place
City	Boston
State	MA
Zip Code	02110
Phone Number	8606896387
Name of Event	250th Wright Tavern Beer Garden
Activity Is	For Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	4/18/2025 11:00 AM
End Time	7:00 PM
Premises to be Licensed	Wright Tavern Center
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? Yes

If NO, number of years licensed? *Field not completed.*

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 Shelby Elwell

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)

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Manager's Office

(Section Break)

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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: Friday, December 13, 2024 3:49:40 PM

One Day Special Liquor Licenses

Company or Organization	The Anthem Group
Applicant Name	Shelby Elwell
Email Address	selwell@theanthemgroup.com
Applicant Address	1 International Place
City	Boston
State	MA
Zip Code	01742
Phone Number	8606896387
Name of Event	250th Wright Tavern Beer Garden
Activity Is	For Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	4/19/2025 11:00 AM
End Time	7:00 PM
Premises to be Licensed	Wright Tavern Center
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? Yes

If NO, number of years licensed? *Field not completed.*

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 Shelby Elwell

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IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

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Manager's Office

(Section Break)

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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: February 3, 2025

Re: One Day Liquor License for Allison Goodwin of Gaining Ground

Included in your meeting packet is a One Day Liquor License application for All Alcoholic Beverages for Allison Goodwin of Gaining Ground for the Gaining Ground Annual Donor Appreciation Party on Thursday, June 12, 2025 from 5:00 PM to 7:00 PM at Gaining Ground Farm, 341 Virginia Road.

This application is complete with TIPS Certification, Crowd Manager Certification, and payment.

Please reach out with any questions.

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, January 8, 2025 2:19:55 PM

One Day Special Liquor Licenses

Company or Organization	Gaining Ground Inc
Applicant Name	Allison Goodwin
Email Address	office@gainingground.org
Applicant Address	341 Virginia Road
City	Concord
State	MA
Zip Code	01742
Phone Number	9786106086
Name of Event	Gaining Ground Annual Donor Appreciation Party
Activity Is	Non-Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	6/12/2025 5:00 PM
End Time	7:00 PM
Premises to be Licensed	Gaining Ground Farm, 341 Virginia Road
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

1st one-day license for Organization? No

If NO, number of years licensed? 20+

More than 100 in attendance? Yes

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I acknowledge and accept the above statement of liability Allison Goodwin

APPLICATION FEE \$75.00

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Manager's Office

(Section Break)

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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: February 3, 2025

Re: One Day Liquor License for Jaine Nitze of Nashoba Brooks School

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Please reach out with any questions.

From: noreply@civicplus.com
To: [licensing board](#); [Town Manager's Office](#); jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses
Date: Saturday, January 11, 2025 11:04:26 AM

One Day Special Liquor Licenses

Company or Organization	Nashoba Brooks School
Applicant Name	Janie Nitze
Email Address	JANIE.NITZE@GMAIL.COM
Applicant Address	39 Musketaquid Rd
City	Concord
State	MA
Zip Code	01742
Phone Number	6176867751
Name of Event	Spring Social
Activity Is	Non-Profit
Event Type	Party in Residential Home
Event Date & Start Time	5/3/2025 7:00 PM
End Time	10:00 PM
Premises to be Licensed	Barn at Nashoba Brooks School
City	200 Strawberry Hill Road, 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? Yes

If NO, number of years licensed? *Field not completed.*

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 Jane Nltze

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
APPOINTMENT POLICY
EXEMPTION

As a representative of the appointing authority for Tax Relief Evaluation Task Force

I hereby acknowledge the exemption of Frank (Rich) Feeley

from limitations on dual committee appointments as set out in the APP#10, Section VII(c) for the following reason(s):

A short term committee need to be fulfilled

I understand that appointments under section VII(c) shall be rare, and that the appointment shall specifically reference this section of this Appointment Policy.

Signed: _____

Appointing Authority: _____

Date: February 3, 2025



TOWN OF CONCORD
APPOINTMENT POLICY
EXEMPTION

As a representative of the appointing authority for Tax Relief Evaluation Task Force

I hereby acknowledge the exemption of Ellen Quackenbush

from limitations on dual committee appointments as set out in the APP#10, Section VII(c) for the following reason(s):

A short term committee need to be fulfilled

I understand that appointments under section VII(c) shall be rare, and that the appointment shall specifically reference this section of this Appointment Policy.

Signed: _____

Appointing Authority: _____

Date: February 3, 2025



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

4

Select Board Appointments

Requested by: SB Chair

Action Sought: Approve

Proposed Motion(s)

Move to Approve Select Board Nominations and Reappointments:

- i. Kristen Heintz-Perkins of 45 Williams Road to the Hugh Cargill Trust Committee to fill an unexpired term to conclude on May 31, 2026
- ii. Stephen Newbold of 124 Hill Crest Road to the Zoning Board of Appeals as an Associate Member for a term to expire May 31, 2026 (due to staggering requirements)

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

5

**Discuss and Review Dog Nuisance
Complaint Update**

Presenter: Kerry Lafleur, Town Manager

Requested by: SB Chair

Action Sought: None

Proposed Motion(s)

Motion: None anticipated

Additional Information

**See Supplemental Materials (SM) at the end of this meeting
packet for background and records.**

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



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: February 3, 2025
Subject: UPDATE: Request for Dog Hearing- Edmund Storlazzi

On August 5, 2024, the Select Board was first presented with a *Request for Dog Hearing (Nuisance Dog)* by Edmund Storlazzi, 21 Concord Green #8, refer to attached memorandum from Town Manager, dated July 29, 2024.

At this time, the Board heard from the Town's Special Counsel, Gregg Corbo, Kopelman & Paige, who outlined the applicable regulations, including the Town's Dog Bylaw and MGL c.140, section 157, *Nuisance or Dangerous Dogs, Orders for Remedial Action; Appeal; Violation of Order*. In response to questions asked by the Board, Attorney Corbo advised members of the following:

- Select Board has the sole discretion to call a Dog Hearing- the Board may either call hearings as a matter of routine, or undertake some evaluation to determine whether sufficient cause exists to call said hearing.
- If the Board decides not to call a hearing, there is no finding in the matter and there is no appeal process under either the Town's bylaw and/ or MGL c. 140, section 157, though the complainant may have other legal avenues to pursue.

At this time, the Board also heard from the Town's Animal Control Officer, Jennifer Condon, who reviewed her interaction with the parties and attempts to resolve the matter.

After due consideration, the Select Board asked the Town Manager to arrange for mediation between the parties in lieu of calling a hearing and continued the matter for 45-days. At the Select Board meeting on September 23, 2024, the Town Manager reported that she had secured mediation services, but requested an additional extension to October 31, 2024, to complete mediation. At its meeting on November 4, 2024, the Town Manager reported that the mediator advised that the parties could not reach any agreement as the dog owner was unwilling to participate, and advised that from the mediator's perspective, the matter was closed. The Town received the mediator's final report on November 18, 2024, attached.

Due to the holidays and conflicting schedules, this matter is only now being brought to the Select Board for final disposition, which would come in the form of, either:

- Calling a hearing; or
- Closing the matter.

In making your decision, it will be important to consider the following:

- Prior to the Board's involvement, and when the matter was being addressed by the Town's ACO, the dog owner offered to purchase soundproofing panels in order to mitigate the disturbance to the complainant; and
- After the Board's involvement, and when the matter was being addressed by the Town's Mediator, the complainant was willing to engage in the process, but the dog owner was unwilling.

Often in cases of *Nuisance Dogs*, the major complaint is that a dog is being left outside to bark for extended periods of time, and in these cases, the (Board-ordered) remedy can be to require that the dog is only left outside for specific periods of time. In these cases, the order is clear and one that can be monitored. Unfortunately, in this case, the major complaint/ cause of disturbance seems to be when the dog is either exiting or entering the building, and completely under the control of its owner. Further, in this case, a potential (Board-ordered) remedy of soundproofing panels has already been rejected. Because of the nature of the complaint/ disturbance, it would be very difficult for the Town to monitor any Board order remedy.

Recommendation

1. Select Board to send a letter to the dog owner asking for a re-offer of soundproofing panels to mitigate the impact of barking.
2. Select Board to send a letter to complainant notifying that matter will be closed without calling a hearing, given that the dog owner offered a reasonable solution to mitigate.
3. Advise both parties that it will keep the offer to facilitate mediation open for a period of and additional 30-days.



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

6

Town Manager's Report

Requested by: SB Chair

Action Sought: None

Proposed Motion(s)

Motion: None anticipated

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



Town of Concord

Weekly Operations Report

2025 Volume 2/January 24th, 2025

General Administration

Town Clerk

2025 Annual Town Census

Number of Census Forms mailed: 8,716

Number of Census Forms returned to date: 2,881 (33% return)

Please find your census form and return it to the Town Clerk's Office in person, to our dropbox, by mail, or by email (census@concordma.gov).

Have you misplaced it? No problem! Just let us know and we will mail or email you another one. Remember that any changes to voter information need to be signed by the voter.

December GEM Winner

Congratulations to our December **GEM** Lottery Award winner Mardi Hutchinson from Recreation! For **G**oing the **E**xtra **M**ile in providing CPR/First Aid training to Library staff, as well as her efforts on Town events such as the tree lighting, Mardi 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, Human Resources, mbegley@concordma.gov



Police Department

Calls for Service

Thursday, January 16th thru Wednesday, January 22nd, 2025

- Log items: 542
- Traffic enforcement: 27
- Motor vehicle stops: 60
- Motor vehicle crashes and/or exchanges: 10
- Arrests: 1

Captain Goldman attended the 250th Celebration briefing and update at MEMA on January 16th.

On January 23rd, Chief Mulcahy attended the annual Middlesex Chiefs training.

Town Engineer

MassDOT Safe Routes to School Signs and Lines Program

MassDOT, through its Safe Routes to School (SRTS) Program, is pleased to announce the awardees of their 2024-2025 Signs and Lines Program. The Massachusetts SRTS Program, sponsored by MassDOT and with funds from the Federal Highway Administration, promotes safer routes for students to actively get to and from school by fostering partnerships between community-led organizations, local law enforcement, education leaders, and public health departments.

The SRTS Signs and Lines Program typically provides design services and up to \$10,000 in construction funding for up to five municipalities for low-cost infrastructure projects around public elementary, middle, and high schools. Eligible low-cost projects include signage and pavement markings to improve safety and accessibility along key walking and biking routes to a school.

The application period opened on September 4, 2024, and all applications were due on October 4, 2024. All SRTS partner schools (that have been a partner for at least six months as of 9/4/24) were encouraged to apply. The projects are intended to be completed no later than June 30, 2025, and within the current school year. The three schools/communities selected this year are as follows:

- Thoreau Elementary School, Concord
- Gates Middle School, Scituate
- City View Discovery School, Worcester

For questions related to the Signs and Lines Program, email SRTS@dot.state.ma.us. You can also visit [Safe Routes To School - Engineering | Mass.gov](http://SafeRoutesToSchool-Engineering|Mass.gov). For more information on Massachusetts Safe Routes to School visit:

www.mass.gov/safe-routes-to-school

www.facebook.com/SafeRoutes.MA

www.twitter.com/SafeRoutes_MA

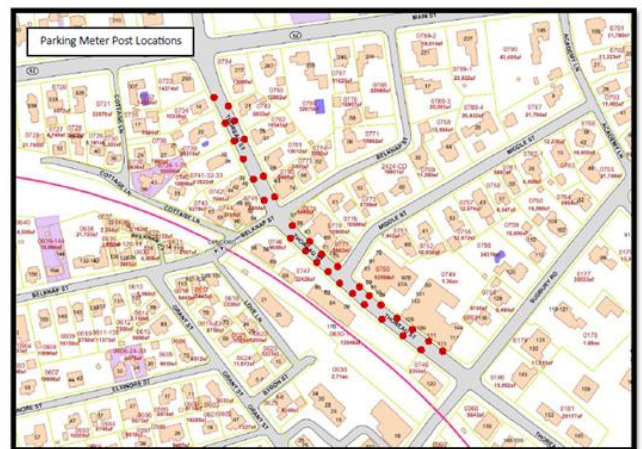
www.instagram.com/srts_ma

www.linkedin.com/company/ma-safe-routes-to-school

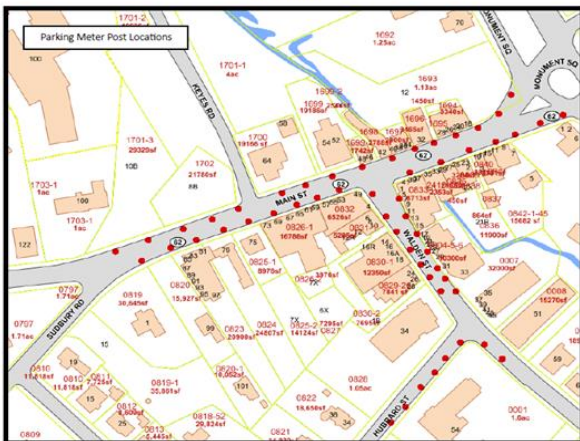
Parking Meter Posts Removal

The removal of 103 meter posts by Aruda Construction began on January 16th. The work started on Thoreau St between Sudbury Rd and Main St and then continued on Main St, Walden St, Hubbard St, Church St, and Commonwealth Ave. The work which includes removing the post, foundation and restoring the ground surface is expected to take 3 to 4 weeks to complete depending on weather conditions.

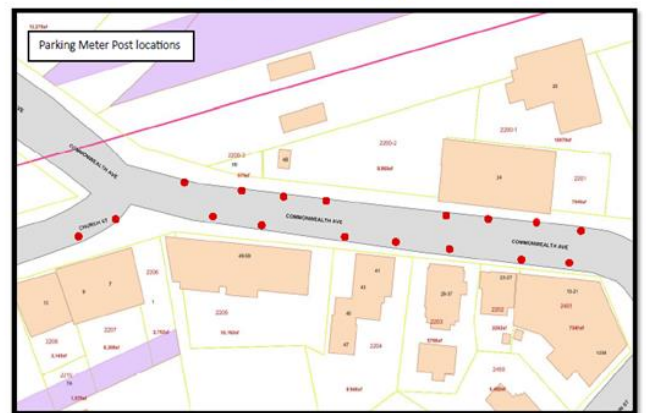
Thoreau Street



Main Street



Locus Map- Commonwealth Ave



Recreation

Camp Updates

Camp Three Rivers

- Camper Registrations open Feb 5 for residences & Feb 12 for non-residence
- More information: <https://www.concordrec.com/251/Camp-Three-Rivers>

Elementary School Enrichment Programs

- Currently 15 programs are running during the Winter 1 session
- Over 185 students are registered in programs

Ski Nashoba

- 94 total students registered, with 6-7 volunteer chaperones. The program is a real hit and has been running smoothly this year.
- One parent commented, "Thank you again for all that you do. I absolutely love the program as does my daughter."



Programs

Winter Wonderland

- January 25th, 2025 from 1-3 pm
- Hunt Recreation Center Horse wagon rides, smores, crafts, bounce house, and live DJ

Shamrock Ball

- March 15th, 2025
- Registration starts on February 3rd, 2025
- More information: <https://concordrec.com/>



Carousel

We have an art display in the art gallery at Harvey Wheeler beginning on January 24th through March 6th. Our theme is "Every Heart and Every Snowflake is Different." It's a Winter and Valentine-themed exhibit.

Beede

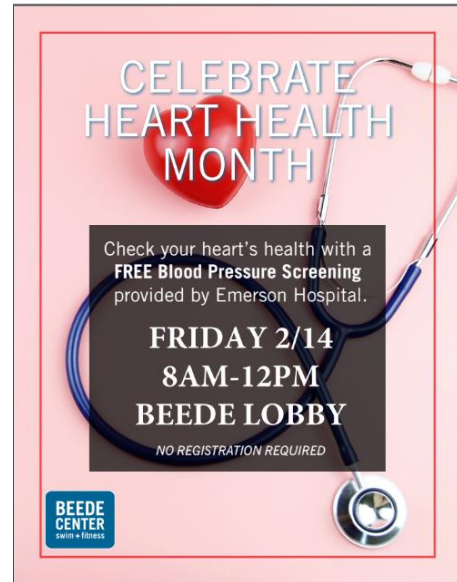
Heart Health Month

There will be a FREE blood pressure screening provided by Emerson Hospital in Beede Lobby on Friday, February 14th from 8 am to 12 pm. There is no registration required.

Council on Aging

Noon Year's Party

Nearly 100 seniors had fun on January 31st at the COA's 'Noon Year's Party.' The Steve Rudolph Trio played hit tunes and led the countdown to Noon when everyone toasted each other with sparkling cider and sang Auld Lang Syne.





Concord Select Board Meeting

AGENDA ACTION REQUEST

Monday, February 3, 2025

7

Chair's Report

Requested by: SB Chair

Action Sought: None

Proposed Motion(s)

Motion: None Anticipated

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



Concord Select Board Meeting
AGENDA ACTION REQUEST
Monday, February 3, 2025

8

Discuss Select Board Liaison Reports

Requested by: SB Chair

Action Sought: None

Proposed Motion(s)

Motion: None Anticipated

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

Liaison Report-Terri Ackerman-2/3/25

250th Executive Committee

- Fund raising is proceeding well with \$120,000 in recent donations including a \$50,000 anonymous donation.
- The parade will have 1,650 marchers from 55 units, plus VIPs, 6 vehicles, possible floats and possible horse & carriage.
- The drone show bids are being reviewed.
- “First night” block party activities will include 7 indoor venues and many outdoor venues.
- 70 business people signed up for a security/transportation/information briefing, coordinated by the Chamber of Commerce.
- 300 volunteer “ambassadors” are being recruited and trained to welcome visitors, and to help with safety, crowd control and transportation.

HFAC

- On January 28, new Massport CEO Rich Davey presented his vision for the future of Massport and Hanscom Field to HATS via zoom. 65 people attended, including HFAC and legislators. Mr. Davey emphasized the importance of “good SAF” (Sustainable Aviation Fuel), instead of “bad SAF,” which actually uses more agricultural resources or emits more carbon than regular fuel. Many participants were skeptical that “good SAF” can be developed in a practical way; currently only “bad SAF” is available. However, Mr. Davey admitted that Massport is primarily “an economic development agency” and he argued that there is no way to stop people from traveling.

Transportation Advisory Committee

- TAC welcomed new Community Development Director Alyssa Sandoval.
- TAC will join CPW at their Feb 12 meeting to hear about the proposed capital plan for infrastructure.
- We have received a \$500,000 grant for a sidewalk from Walden Street to Alcott Street and possibly continuing toward Route 2; this will be matched with \$175,000 in town funds.

- Mimi Grainey presented a proposed town meeting article for revised parking requirements in the zoning bylaw. The goal is to become more welcoming and flexible to incoming retail businesses, as well as to improve walkability. Studies have shown that only 60% of the parking capacity in Concord is being used, even at peak times. In our business districts, there is no more room to build additional parking for incoming businesses, so every new retail use needs to request an exemption. More district-wide and public parking lots are needed; less lots are needed for individual uses, such as the (mostly empty) post office lot in Concord Center. This approach has been working well in jurisdictions throughout the U.S.
- TAC discussed recommended priority intersections for safety improvements to be studied by Stantec consultant:
 - Library crosswalk on Sudbury Road
 - Heywood St/Walden St/Lexington Rd intersection
 - Route 62 from Concord Center to Bedford town line
 - Intersection of Laws Brook and Commonwealth Ave

2229 Main St. Oversight Committee

- At the hybrid Community Meeting on 1/29, de Maximus contractor Bruce Thompson summarized the cleanup work to date. Building A, Aoi8 and Aoi9 are completed. Contamination below 10 feet of topsoil under Building E will not be cleaned up, as the EPA is not requiring it. Intensive cleanup of the highest contamination at the holding basin will begin this year. Groundwater cleanup is proceeding well. PFAS levels are in the low trillions.

PEG Access

- Town Counsel has reviewed the proposed new agreement and Comcast attorneys are now reviewing it. After the PEG Access Committee signs off, the next step will be for the SB to hold a Public Hearing. Alternatively, there may be a joint Executive Session between the PEG Access Committee and the SB, followed by the Public Hearing. The SB will need to sign the final contract.

Permanent Memorial Subcommittee of the 250th

Mary Hartman Liaison Report for Feb 3, 2025 Select Board meeting

Mass Municipal Association Annual Meeting 1/23 – 1/25)

Annual meeting never fails to deliver positive messages and energy to municipal staff and elected officials. Highlights included address by Gov Healey and Lt Gov Driscoll, interview with Sec of Health and Human Services Kate Walsh, and workshops, especially those addressing how to promote meaningful conversations in times of conflict.

Mtg with MA Dept of Transportation (1/27)

Meeting hosted by Rep Cataldo and attended by senior MA DOT staff, Rep Gentile and Senator Eldridge. My take-away: they heard that Concord now (finally) has the political will to move forward with the rotary redesign. Timing is an issue. They seem to be moving more slowly than the MCI Advisory Board. Technical work will be done between their engineers and Concord DPW while quarterly meetings among DCAMM, Concord SB, MCA AB and MA DOT will attempt to sync efforts. We also emphasized the importance of improving cross-town access in any re-design of the corridor east of the rotary.

Commercial Development Forum (1/29)

Well-attended, positive start to dialogue with Concord citizens to socialize CD. Panel focused on the tax benefits and the opportunities to bring attractive businesses to town.

CMAHT (1/30)

Brief meeting with Shelly Goehring (MA Housing Partnership) to scope the work she will perform for the town in response to our recently awarded grant. Generally agreement was to focus on the crunching the numbers to determine the total subsidy req'd from the town for different types of "affordable" housing.

Cameron McKennitt Liaison Report

Monday, February 3, 3035

Town Meeting Subcommittee

The TMSC voted 5-3 in favor of the following motion:

"Recommendation to the Moderator: Use clickers routinely for votes on motions to approve Articles from the Warrant."

Planning Board (1/18)

The planning board discussed the eight warrant articles to be considered for Town Meeting. A draft presentation of the PRD Density Bonus was also reviewed. A vote to accept the final warrant language is expected on Feb 11th. Proposed articles:

1. Sign Bylaw - Grammatical error correction only.
2. General Corrections - Article addresses spelling errors, updates and clarifies language, and corrects clerical oversights.
3. Joint Parking - This Bylaw amendment would allow any uses to utilize joint parking if it can be demonstrated that larger levels of off-street parking are not truly needed based on credible and industry parking demand data. The benefits of this amendment are in line with the Town's sustainability and economic vitality goals. Aligns with the 2019 Concord Parking Policy Analysis which recommended to "build on the existing joint parking bylaw to allow developers to build less on site if they can demonstrate how parking demand varies over the course of the day."
4. Commercial parking (Table IV) - adds footnote to minimum parking requirements table": In Commercial Districts, a change in use from a permitted Business use to another permitted Business use shall not be required to provide additional parking". Promoted by Economic Vitality Committee to invigorate local business activity that Concord aims to foster, which boosts economic vitality, enhances resident services, and increases tax revenues.
5. Accessory Retail Store - The proposed bylaw amendment would allow retail as a secondary, complementary use in industrial districts (Retail is currently only permitted for items manufactured on site). The amendment would expand this to include related products, such as a soap maker selling both soap and soap dishes or a guitar maker offering recordings of performers playing their instruments.
6. ADU Bylaw - Incorporates amendments to the State's Zoning Act in 2024 making certain ADU requirements a by-right, and changes the term Additional Dwelling Unit to Accessory Dwelling Unit. The proposed bylaw also updates the square footage allowed by-right to 1,000 s.f.
7. PRD Density Bonus - This proposed zoning bylaw amendment revises the criteria for density bonuses in Planned Residential Developments to align with the Town's workforce housing objectives. It removes the existing requirement to build 80% AMI units, so developers could qualify for additional density with a combination of starter-priced housing (up to 110% of AMI) and moderately priced housing (up to 150% of AMI).
8. Floodplain - This Zoning Map amendment updates the Floodplain Conservancy District boundary as a result of an alteration to the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the Merrimack watershed through a Federal Emergency Management Agency (FEMA) Flood Map update. The amendment to the Floodplain Conservancy District boundary is necessary for the Town to remain in compliance with requirements of the National Flood Insurance Program.

Board of Assessors (1/30)

The Town Assessor announced a Town Warrant article is being proposed for the town to adopt a new local option veteran tax exemption (Clause 22I) authorized by the Commonwealth under the HERO Act passed in Aug of 2024. The option would increase the exemption for qualified veterans annually by a cost of living adjustment as determined by DoR based on the CPI. If adopted, based on FY 2024, information:

- 32 veterans would receive an additional \$40 in exemption
- 10 veterans would receive an additional \$100 in exemption



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

9

Review and Approve Draft Article for Town Meeting – Lease of Land

Presenter: Megan Zammuto, Deputy Town Manager

Requested by: SB Chair

Action Sought: Approve

Proposed Motion(s)

Motion: Move to Approve Draft Article for the Town Meeting – Lease of Land

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



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

To: Concord Select Board

From: Megan Zammuto, Deputy Town Manager

Date: February 3, 2025

Re: Leasing of Land Draft Article

Recommendation:

This memo includes language for the Board's consideration to amend the Leasing of Land Bylaw to extend the maximum lease term for town-owned land from ten (10) years to thirty (30) years. This change will provide the Town with greater flexibility in entering into long-term land leases, particularly as we explore opportunities to enhance cellular infrastructure. A longer lease term is essential to attract investment in infrastructure projects, as it ensures the lease duration is sufficient to justify the significant capital investment required for these developments. This amendment will better position the Town to support modern infrastructure needs while maintaining appropriate oversight through Select Board approval.

To determine whether the Town will vote to amend the Leasing of Land Bylaw as follows, or take any other action relative thereto (changes shown in bold italics or strikeout for clarity purposes only):

LEASING OF LAND BY SELECT BOARD AND TOWN MANAGER

- A. The Town Manager is authorized to solicit, award and enter into lease or license agreements for the use of land owned by the Town for a period of up to ***thirty (30)*** ~~ten (10)~~ years, inclusive of any renewal, extension or option provision, subject to approval by the Select Board, but without the necessity for further authorization by Town Meeting.
- B. Nothing herein shall be construed to limit the Town's, the Town Manager's, or the Select Board's authority to solicit, award and enter into such a lease or license agreement for a longer term pursuant to any applicable law, including, without limitation: (1) G.L. c. 40, § 3, authorizing the Select Board to enter into leases for the use

of municipal buildings for a period of up to thirty (30) years; (2) Chapter 331 of the Acts of 1981 permitting Town Meeting to authorize leases of public buildings and lands for a period of up to forty (40) years; and (3) any action by Town Meeting authorizing the Town Manager or the Select Board to enter into a specific lease or license, or category of leases or licenses. Article 12, Town Meeting, April 2017



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

10

**Public Hearing for the application of a
Transfer of Liquor License from Trails End
Café LLC (DBA Nosh by Concord Market)
to Concord Market**

Presenter: Attorney Jim White

Requested by: SB Chair

Action Sought: Approve

Proposed Motion(s)

Motion: Move to Approve the application of a Transfer of Liquor License from Trails End Café LLC (DBA Nosh by Concord Market) to Concord Market

Additional Information

Board Action



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: February 3, 2025

Re: Application for Transfer of Liquor License – Nosh by Concord Market to Concord Market

Included in your meeting packet is an ABCC Liquor License application for a transfer of an All-Alcohol On-Premise Liquor License from Trails End Café (DBA Nosh by Concord Market), 97 Lowell Road to Concord Market. There is no monetary transaction for this transfer, but it is a restructuring of the business.

I have reviewed the application and it is complete with required components for the ABCC and with payment. Additionally, a legal ad was published in the Concord Bridge and abutters were notified regarding the Public Hearing for the application. Lastly, comments on the application were requested from the Health Department, Building Department, Fire Department, and Police Department and no adverse comments were received.

Please reach out with any questions.

MEMORANDUM

Hand Delivered

Date: January 8, 2025

From: Jim White
175 Sudbury Road
Concord, MA 01742
978/371-3344

To: Shannon McAndrew
Management Specialist
Concord Select Board
22 Monument Square
Concord, MA 01742

cc: Elizabeth Akehurst-Moore, Steve Collins, Keir Weinberg, Faith Chesbrough,
David Hartley

Re: Transfer of: a) on-premises All Alcoholic Beverages License, and b) Sec. 12C
Caterer's License from Trail's End Café, LLC to Concord Market, LLC

Shannon,

Accompanying this memo is the transfer documentation needed to accomplish the captioned transfers. Please review it and let me know if it is ok or if changes need to be made and the process we have to follow to complete the transfer.

Thanks for your help with this.



RECEIVED
JAN 08 2024

TOWN OF CONCORD
TOWN MANAGER'S OFFICE



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



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

mass.gov/dor

Letter ID: L0832386464
Notice Date: December 20, 2024
Case ID: 0-002-723-830



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TRAIL'S END CAFE LLC
175 SUDBURY RD
CONCORD MA 01742-3419

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, TRAIL'S END CAFE LLC dba:NOSH BY CONCORD MARKET 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

Date: December 24, 2024

Letter ID: L0003886294

Employer ID (FEIN): XX-XXX0157

TRAILS END CAFE LLC
97 LOWELL ROAD
CONCORD MA 01742-3419

Certificate ID: L0003886294

[REDACTED]

The Department of Unemployment Assistance certifies that as of 23-Dec-2024, TRAILS END CAFE LLC 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 22-Jan-2025 .

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
 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.

Existing licensee and transferee have the same ownership. Purpose of transfer is to restructure business.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number 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.

4,851sf, including service kitchen; 315sf for secured liquor storage; 3 patron entrances/exits (1 from Lowell Road, 2 from rear parking area); one emergency exit; one kitchen/service exit; 5 lavatories; SEATING CAPACITY: 140

Total Sq. Footage	<input type="text" value="4,851"/>	Seating Capacity	<input type="text" value="140"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text" value="see above"/>	Number of Exits	<input type="text" value="see above"/>	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="Trail's End Cafe/dba Nosh By Concord Market"/>	By what means is the license being transferred?	<input style="width:95%;" type="text" value="Other (Attach Explanation)"/>
--	---	--

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

Name of Principal <input style="width:95%;" type="text" value="Elizabeth Akehurst-Moore"/>	Title/Position <input style="width:95%;" type="text" value="Member"/>	Percentage of Ownership <input style="width:95%;" type="text" value="100%"/>
Name of Principal <input style="width:95%;" type="text"/>	Title/Position <input style="width:95%;" type="text"/>	Percentage of Ownership <input style="width:95%;" type="text"/>
Name of Principal <input style="width:95%;" type="text"/>	Title/Position <input style="width:95%;" type="text"/>	Percentage of Ownership <input style="width:95%;" type="text"/>
Name of Principal <input style="width:95%;" type="text"/>	Title/Position <input style="width:95%;" type="text"/>	Percentage of Ownership <input style="width:95%;" type="text"/>
Name of Principal <input style="width:95%;" type="text"/>	Title/Position <input style="width:95%;" type="text"/>	Percentage of Ownership <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 <input style="width:95%;" type="text" value="Elizabeth Akehurst-Moore"/>	Residential Address <input style="width:95%;" type="text"/>	SSN <input style="width:95%;" type="text"/>	DOB <input style="width:95%;" type="text"/>
Title and or Position <input style="width:95%;" type="text" value="Member"/>	Percentage of Ownership <input style="width:95%;" type="text" value="100%"/>	Director/ LLC Manager US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal <input style="width:95%;" type="text"/>	Residential Address <input style="width:95%;" type="text"/>	SSN <input style="width:95%;" type="text"/>	DOB <input style="width:95%;" type="text"/>
Title and or Position <input style="width:95%;" type="text"/>	Percentage of Ownership <input style="width:95%;" type="text"/>	Director/ LLC Manager US Citizen <input type="radio"/> Yes <input type="radio"/> No	MA Resident <input type="radio"/> Yes <input type="radio"/> No
Name of Principal <input style="width:95%;" type="text"/>	Residential Address <input style="width:95%;" type="text"/>	SSN <input style="width:95%;" type="text"/>	DOB <input style="width:95%;" type="text"/>
Title and or Position <input style="width:95%;" type="text"/>	Percentage of Ownership <input style="width:95%;" type="text"/>	Director/ LLC Manager US Citizen <input type="radio"/> Yes <input type="radio"/> No	MA Resident <input type="radio"/> Yes <input type="radio"/> No
Name of Principal <input style="width:95%;" type="text"/>	Residential Address <input style="width:95%;" type="text"/>	SSN <input style="width:95%;" type="text"/>	DOB <input style="width:95%;" type="text"/>
Title and or Position <input style="width:95%;" type="text"/>	Percentage of Ownership <input style="width:95%;" type="text"/>	Director/ LLC Manager US Citizen <input type="radio"/> Yes <input type="radio"/> No	MA Resident <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:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>

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

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

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

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

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

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
Concord Market LLC	supermarket	wine and malt beverages	Concord

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	

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 *and Military Retail Registered LLP*

Landlord Phone Landlord Email

Landlord Address

Lease Beginning Date Rent per Month

Lease Ending Date Rent per Year

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

9. APPLICATION CONTACT

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

Name: Phone:

Title: Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other* (Please specify)	0
D. Total Cost	0

*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
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name

Date of Birth

Residential Address

Email

Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

Yes No *Manager must be a U.S. Citizen

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

Have you ever been convicted of a state, federal, or military crime?

Yes No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
July 2024		catering manager	Trail's End Cafe, Concord	Elizabeth Akehurst-Moore
May 2023	Jan 2024	catering sales manager	Max Ultimate Food, Boston	Alexis Davis
Aug 2017	May 2023	catering manager	Restaurant Associates, Boston	Rebecca Logan

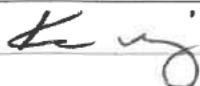
D. PRIOR DISCIPLINARY ACTION

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

~~November~~ 2024 January 6, 2025

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

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

License is being transferred by assignment agreement for no monetary payment.

APPLICANT'S STATEMENT

I, Elizabeth Akehurst-Moore the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Trail's End Cafe LLC dba Nosh By Concord M
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: November 2024 ~~2024~~ January 8 2025

Title: Member

CORPORATE VOTE

The Board of Directors or LLC Managers of Trail's End Cafe, LLC
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on November 8 2024
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 Elizabeth Akehurst_moore
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 Keir Weinberg
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

Elizabeth Akehurst-Moore
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

FILED

JUL 07 2010

CERTIFICATE OF ORGANIZATION FOR TRAIL'S END CAFE, LLC

THE COMMONWEALTH
CORPORATIONS DIVISION

2010 JUL -7 PM 12:01


Pursuant to the Massachusetts Limited Liability Company Act of the Commonwealth of Massachusetts (Mass. G.L. c 156C, hereafter, the "Act"), including the provisions of section 12 thereof, the undersigned hereby files the following information with the state secretary of the Commonwealth of Massachusetts:

1. Name: The name of the limited liability company is Trail's End Cafe, LLC (hereafter, the "LLC").
 2. Office address: The office address required to be maintained by Section 5 of the Act is 175 Sudbury Road, Concord, MA 01742.
 3. Resident agent: The name and address of the resident agent for service of process required to be maintained by Section 5 of the Act is Elizabeth Akehurst-Moore, 175 Sudbury Road, Concord, MA 01742 who, by signing this Certification of Organization below, hereby consents to her appointment as resident agent for the LLC.
 4. Dissolution date: There is no date specified for the dissolution of the LLC.
 5. Manager: The Managers of the LLC are Elizabeth Akehurst-Moore and James B. White, each with an address at 175 Sudbury Road, Concord, MA 01742.
 6. General character of the business of the LLC: The general character of the business of the LLC is to operate any business or conduct any activity allowed under the laws of the Commonwealth of Massachusetts including, without limitation, ownership, management, and operation of food preparers, food manufactories and restaurants.
SEE ATTACHMENT 1.
- EXECUTED UNDER SEAL as of July 1, 2010.

TRAIL'S END CAFE, LLC

by 
Elizabeth Akehurst-Moore
Manager

I hereby consent to my appointment as resident agent for Trail's End Cafe, LLC.


Elizabeth Akehurst-Moore
DATED: July 1, 2010



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	24400038	LICENSEE NAME:	Trail's End Cafe LLC	CITY/TOWN:	Concord
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APPLICANT INFORMATION

LAST NAME:	Akehurst-Moore	FIRST NAME:	Elizabeth	MIDDLE NAME:	Ellen
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Boston, MA		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	[REDACTED]	WEIGHT:	
				EYE COLOR:	Blue
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	[REDACTED]	ZIP:	[REDACTED]
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	[REDACTED]	ZIP:	[REDACTED]

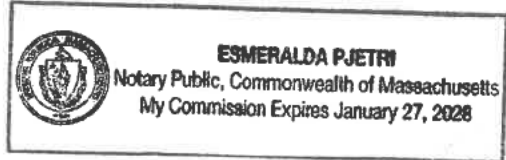
PRINT AND SIGN

PRINTED NAME:	Elizabeth Akehurst-Moore	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	--------------------------	-------------------------------	--

NOTARY INFORMATION

On this 12/27/2024 before me, the undersigned notary public, personally appeared ELIZABETH E AKEHURST-MOORE
(name of document signer), proved to me through satisfactory evidence of identification, which were MA DL
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

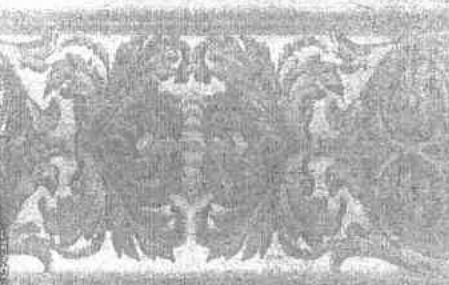


DIVISION USE ONLY

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

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

Entscheidungen / Medidas / Disposiciones / Abhinavaya
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/Passports

P USA

USA

Surname/Nombre/Apellidos
AKEHURST-MOORE

Given names/Prénoms/Nombres
ELIZABETH ELLEN

Nationality/Nationalité/Nacionalidad
UNITED STATES OF AMERICA

Date of birth/Date de naissance/Fecha de nacimiento

[REDACTED]

F

Place of birth/Lieu de naissance/Lugar de nacimiento
MASSACHUSETTS, U.S.A.

Date of issue/Date de délivrance/Fecha de expedición
11 OCT 2023

Date of expiration/Date d'expiration/Fecha de caducidad
10 OCT 2033

Authority/Autorité/Autoridad

UNITED STATES DEPARTMENT OF STATE





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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>	24400038	LICENSEE NAME:	Trall's End Cafe LLC	CITY/TOWN:	Concord
--	----------	----------------	----------------------	------------	---------

APPLICANT INFORMATION

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

PRINT AND SIGN

PRINTED NAME:	Keir Weinberg	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

NOTARY INFORMATION

On this 11/13/2024 before me, the undersigned notary public, personally appeared Keir Weinberg
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Driver's License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

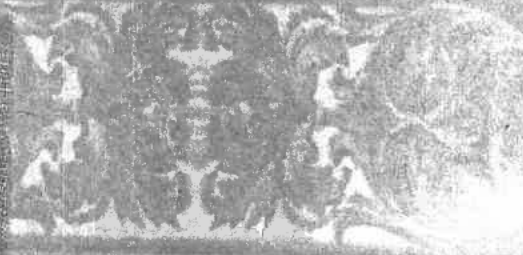
TAMMY CHRISTELL MUNROE
Notary Public, Commonwealth of Massachusetts
My Commission Expires November 10, 2028

DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
SIGNATURE OF COMPAUTHORIZED EMPLOYEE:	[REDACTED]

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

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



Given name/Prénoms/Nombres
RBIR

Nationality/Nationalité/Nacionalidad
UNITED STATES OF AMERICA

Place of birth/Lieu de naissance/Lugar de nacimiento

BEELM

Date of issue/Date de délivrance/Fecha de expedición
18 APR 2024

Date of expiration/Date d'expiration/Fecha de caducidad
17 APR 2034

Authority/Autorité/Autoridad
UNITED STATES DEPARTMENT OF STATE



ASSIGNMENT OF LEASE

Assignment from Milltarry Offices Registered LLP and Milltarry Retail Registered, LLP (both entities being Limited Liability Partnerships formed under the laws of the Commonwealth of Massachusetts and collectively hereinafter referred to as "Landlord") to Concord Market, LLC, a Massachusetts Limited Liability Corporation (herein referred to as "Assignee"). For valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereby agree as follows:

1. Landlord is the landlord under that certain lease dated as of January 1, 2016 (herein referred to as "Lease") covering premises at 97 Lowell Road, Concord, MA 01742.
2. Landlord hereby assigns all of Landlord's rights, title, and interests, in, to, and under the Lease to Assignee.
3. Assignee hereby accepts such assignment and agrees promptly and faithfully to perform all Assignor obligations under the Lease.

Executed under seal as of November 8, 2024

ASSIGNOR:

Milltarry Offices Registered LLP

-and-

Milltarry Retail Registered LLP


By: ELAW Corporation, General Partner of each entity

By: 

James B. White
President

ASSIGNEE:

Concord Market, LLC

By: 

Elizabeth Akehurst-Moore
Member

LEASE

This Lease is entered into as of January 1, 2016 between Milltarry ~~Real Estate~~ ^{Office} Registered LLP
Military Retail Registered LLP (collectively, "Landlord") and Trail's End Cafe, LLC ("Tenant"). Landlord
hereby leases to Tenant, and Tenant hereby leases from Landlord, the space ("Premises") at 97 Lowell
Road, Concord, MA 017342, shown on the attached plan. This lease is on these terms:

1. The lease term is a month-to-month, tenancy at will.
2. Tenant accepts the Premises "as is." The Premises shall be used only for the Permitted Use, which is a restaurant. Tenant shall at its expense continuously: occupy and conduct the Permitted Use in the Premises; operate its business in a first-class manner. All rubbish and refuse shall be disposed of in such manner, and stored in such locations, as Landlord may direct. Landlord reserves the right from time to time to establish times and locations for loading and deliveries, and Tenant shall comply therewith.
3. Rent shall be \$ [REDACTED]. In addition, Tenant shall be responsible for all so-called triple net costs, such as utilities, insurance, and Tenant's appropriate share of condominium association expenses and real estate taxes.
4. This Lease is intended to be and shall be interpreted to be net to Landlord of all maintenance, repair, and replacement obligations of every type and nature with respect to the Premises, all of which obligations shall be sole responsibility of Tenant. Accordingly, without limiting the foregoing, Tenant shall: a) maintain, repair, and (as needed) replace, and generally keep in first-class working order and condition, the Premises and all equipment and components therein or related to or serving the Premises (including, without limitation, equipment and components for heating, ventilating, air-conditioning, electrical, mechanical, lighting, and plumbing; ceiling tiles; windows; flooring and floor covering; plate and other glass), b) cause the Premises at all times to be sufficiently heated to prevent damage from cold or freezing pipes, c) neither permit odors or noises to emanate from the Premises, nor allow the Premises to be overloaded, damaged, stripped, defaced, or to suffer any waste, d) comply with all requirements imposed by, through, or under all federal, state, and local laws, regulations and requirements, including, without limitation, the so-called Americans with Disabilities Act and other laws those relating to handicapped, special needs, or other persons requiring special assistance, e) promptly upon being billed therefore, reimburse the Condominium Association (defined below) for all costs and expenses it incurs in making repairs or replacements due to the act or negligence of Tenant, or those on or about the Premises at the invitation of Tenant, or parties doing business with, or acting by, through, for, or under, Tenant.
5. Tenant's rights hereunder are subject to the terms and conditions (as now or hereafter existing) of, and Tenant shall not violate, the Condominium Master Deed, Unit Deed, the By-laws of Millbrook Tarry Condominium Association, Inc. ("Condominium Association"), or any rules or regulations promulgated under any of such documents (such Deeds, By-laws, and rules and regulations being herein collectively called the "Condominium Documents"). Tenant shall comply with all applicable laws, ordinances and other governmental regulations and orders in Tenant's use, maintenance and improvement of the Premises. Without limitation, Tenant shall comply with all laws, ordinances, regulations, and orders applicable to the use, disposal, release, or remediation of hazardous or dangerous wastes, materials or contaminants, and shall defend, indemnify and hold Landlord harmless from and against all costs, fees, damages, loss, or expenses arising from

Tenant's failure to comply therewith. No use, storage, or disposal of hazardous or dangerous wastes, materials or contaminants shall be made, or occur on, in, or from the Premises. Landlord shall be responsible only for the improvement, maintenance and repair obligations expressly set out in this Lease, and Landlord shall not be responsible for damage by fire or other casualty (unless otherwise herein expressly provided); damage caused by the default or neglect of Tenant; reasonable wear and tear. This provision shall survive termination of this Lease.

6. After reasonable prior notice (except no notice is required in emergencies), Landlord and the Condominium Association (and/or their agents, representatives, or contractors) may enter the Premises to show, inspect and make repairs or alterations thereto, and to maintain, repair, or replace pipes, wire, plumbing, ducts, or other fixtures or equipment used in connection with all or any part of the Premises, the Condominium, or the Building. At no cost to Tenant, Landlord shall provide Tenant with keys to the Unit and to the main Building entrance. Landlord will have the door to the Premises rekeyed or have a new lockset installed and, on demand, Tenant shall reimburse Landlord for the costs thereof. No security system shall be installed by Tenant without Landlord's prior approval and Tenant shall give Landlord codes to any approved security system so Landlord may access the Premises to perform its obligations or to exercise its rights under this Lease.
7. Tenant shall maintain with respect to the Premises and the Unit commercial general liability insurance providing minimum coverage of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage. Such coverage shall: a) be maintained with responsible companies approved by Landlord and qualified to do business in Massachusetts and in good standing therein, and b) insure Landlord and Tenant against injury to persons or damage to property as provided herein. Tenant shall provide Landlord at all times with certificates evidencing the existence in good standing of insurance required hereunder (including, without limitation, naming Landlord as an additional insured), such certificates to provide that no cancellation of coverage shall occur without at least thirty (30) days' prior written notice to Landlord.
8. If the Premises or any part of the Unit or Condominium necessary to Tenant's use of the Premises, is materially damaged by fire or other casualty, or is taken by eminent domain, this Lease shall terminate and Tenant shall be entitled to an appropriate refund of any prepaid Rent. All eminent domain awards shall belong to Landlord, except such as are expressly made to Tenant for its owned improvements.
9. If: a) Tenant fails to pay Rent or any other sum hereunder when due, or b) fails to perform any other obligation herein and shall not correct the same within thirty (30) days after written notice of such failure, then, in either such case, Landlord may, while such default continues, terminate this lease by sending notice of such termination to Tenant. Following such termination, Landlord may reenter and repossess the Premises and Tenant shall remain liable for all obligations hereunder for the remainder of the lease term. If Tenant shall fail promptly to remove its goods and effects after termination, Landlord, without liability to Tenant or to those claiming under Tenant, may remove such goods and effects and may store them for Tenant's account in any place selected by Landlord or, at Landlord's sole election, Landlord may sell the same at public auction or at private sale on such terms and conditions (including price and payment) as Landlord may deem advisable. Tenant shall be responsible for all costs of removal, storage and sale, and Landlord shall have the right to reimburse itself from the proceeds of any such sale for any sums due Landlord hereunder and shall pay over to Tenant the remaining balance of such sale proceeds, if any.

10. Landlord shall not be liable for failure to furnish services to Tenant hereunder when prevented from doing so by strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or by failure of supply, or by inability to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act, neglect, or default of Tenant (or Tenant's servants, agents, employees, licensees, or any person claiming by, through or under Tenant), or for any other cause beyond Landlord's control, and in no event shall Landlord ever be liable to Tenant for any special, indirect, or consequential damages. Landlord shall have written notice of, and reasonable time to correct, any non-performance of Landlord hereunder before Tenant shall claim any default by Landlord. Landlord shall not be liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may occur by or through acts or omissions of the Condominium Association or of persons occupying adjoining premises or any part of the Building adjacent to or connecting with the Premises or any other part of the Building or the Condominium, or otherwise, or for any injury, loss, or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stopping, or leaking of the plumbing system, heating system, air conditioning system, electric cables and wires, water, gas, sewer or steam pipes, or from any other failure, malfunction, or defect.
11. Tenant shall use and occupy the Premises at the Tenant's own risk; and Landlord shall have no responsibility or liability for any loss of or theft of or damage to fixtures or other personal property of Tenant or of any person or entity using the Premises by, through, or under Tenant.
12. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of the Condominium Association or of persons occupying or using adjoining premises or any part of the Building adjacent to or connecting with the Premises or any other part of the Building or the Condominium, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or to its or their property, from the breaking, bursting, stopping or leaking of the plumbing system, heating system, air conditioning system, electric cables and wires, and water, gas, sewer or steam pipes, or from any other failure, malfunction, or defect.
13. Tenant shall defend (with counsel acceptable to Landlord), indemnify, and hold harmless Landlord, its beneficiaries, and those in privity of estate with Landlord, from and against all claims, expenses (including legal fees and expenses), or liability of whatever nature arising from any act omission, default or negligence of Tenant, or Tenant's customers, visitors, contractors, licensees, agents, servants or employees, or the failure of Tenant or any of such persons to comply with Landlord's rules applicable to the Unit or any part thereof or with any rule, order, regulation or lawful direction now or hereinafter in force of any public authority, or with the Condominium Documents, in each case to the extent the same are related, directly or indirectly, to the Premises or Tenant's use thereof, or arising directly or indirectly from any accident, injury or damage, however caused, to any person or property on or about the Condominium or the Premises; provided, however, that in no event shall Tenant be obligated under this Section to indemnify Landlord, its beneficiaries, or those in privity of estate with Landlord, where any claim, expense or liability arose from any gross negligence or willful misconduct in bad faith of Landlord. Tenant agrees to use and occupy the Premises at Tenant's own risk. Landlord shall have no responsibility or liability for any loss of or damage to fixtures or personal property of Tenant.
14. To the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in

the locality in which the Premises are located (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any hazard which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If extra premium is payable by either part as a result of these provisions, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the request of one party, this release and nonsubrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective. If the release of either party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer.

15. Tenant will not do or permit anything to be done in or upon the Premises, or bring or keep anything therein, which invalidates or conflicts with insurance coverage maintained by or for Landlord or the Condominium Association with respect to the Premises or the Condominium or which increases the insurance premium on the Premises or the Condominium above the standard rate applicable to either for the Permitted Use. If Tenant violates the foregoing, Tenant will promptly pay Landlord or the Condominium Association, on demand, any such increase resulting therefrom.
16. After reasonable notice to Tenant of Landlord's intention to do so (except no notice is needed in emergencies), Landlord may (but without having or incurring any obligation to do so) cure any default of Tenant or perform any obligation of Tenant hereunder, all for and at the expense of Tenant. All sums or expenses, including attorney's fees and expenses, incurred or expended by Landlord under the preceding sentence shall be promptly repaid by Tenant to Landlord, on demand, as additional rent. All legal fees incurred by Landlord in enforcing or seeking to enforce any of Tenant's obligations under this Lease, whether or not litigation is begun, shall be repaid by Tenant to Landlord, on demand, as additional rent. All sums not paid by Tenant within five (5) days after their due date shall accrue annual interest at the rate of 10% from the due date until paid.
17. Tenant shall look solely to the lesser of: a) \$50,000, or b) Landlord's then equity interest in the Premises, for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee or other fiduciary), nor any person or entity owning a partnership interest (limited or general) in Landlord, nor any partner (limited or general) of any partnership, nor any beneficiary (which shall include partners of any beneficiary which is a partnership) of any trust of which any person holding Landlord's interest is trustee, nor any successor in interest to any of the foregoing, shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. Landlord's covenants in this lease shall bind Landlord and Landlord's successors only for, and with respect to breaches occurring during, Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder. To the extent permitted by law, Landlord and Tenant agree that the covenants in this lease are independent and that the failure of one party to perform shall not excuse performance by the other party.
18. Tenant shall not assign, sublet, or otherwise transfer any part or all of Tenant's interest in the Premises or this Lease. Tenant shall keep the terms of this Lease in confidence and not divulge them to others. Any notice required or permitted hereunder shall be effective if sent, postage

prepaid, certified or registered mail, return receipt requested, or delivered in hand, to the Mailing Address for each party set out above, as it may be changed by either party by like notice. Any notice received shall be effective no matter how given.

19. Landlord shall be responsible only for the improvement, maintenance and repair obligations expressly set out in this lease, and Landlord shall not be responsible for: damage by fire or other casualty (unless otherwise herein expressly provided); damage caused by the default or neglect of Tenant; reasonable wear and tear. Tenant shall, on demand, reimburse Landlord for service calls and charges incurred by or for Landlord for maintaining, repairing, or replacing systems (including heating, ventilating and air-conditioning; plumbing; mechanical; electrical) in or serving the Premises and for making repairs and replacements to the Premises.
20. Tenant shall not make any structural alterations or additions, and may make non-structural alterations or additions only after first showing Landlord the plans therefor and obtaining Landlord's written consent thereto. Landlord may submit such plans to architects and/or others ("Reviewers") for review and advice and Tenant shall, on demand, pay directly, or reimburse Landlord for, all costs and expenses of any Reviewers and for all other costs and expenses incurred by Landlord, whether or not such plans are ultimately approved. Tenant shall at its expense comply with any recommendations made by any Reviewers if the same are, in Landlord's opinion, needed for Tenant to be in compliance with its obligations under this lease. Any work done by Tenant shall comply with all applicable laws, rules, and regulations, be of a first-class nature, and be subject to such conditions as to installation, removal, labor, and payment as Landlord may impose. Tenant shall indemnify Landlord against all responsibility for payment or other obligation therefor. Tenant shall permit no liens to arise against the Premises or the Condominium on account thereof, and shall promptly cause any such lien which does arise to be removed of record forthwith.
21. At the end of the Lease term, Tenant shall deliver to Landlord: a) the Premises in good condition, broom-clean, and free of all Tenant's goods, equipment, and effects (and shall repair any damage caused by Tenant's removal of such items from the Premises), and b) all keys and locks. Any of Tenant's property not removed shall be deemed abandoned and may be removed, sold, or otherwise disposed of as Landlord may determine, with no obligation to account to Tenant therefor. If Tenant punctually performs all its obligations hereunder, Tenant shall peaceably and quietly have, occupy and enjoy the Premises during the Lease term without hindrance or ejection by Landlord or by any person lawfully claiming under Landlord, subject, however, to the provisions of applicable law, to the terms of this Lease, and to the terms of any instrument to which this Lease is or may hereafter be subordinate.

EXECUTED UNDER SEAL.

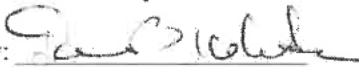
LANDLORD:

Military Offices Registered LLP

&

Military Retail Registered LLP

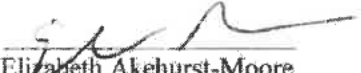
By: ELAW Corporation

By: 

James B. White

President

TENANT:
Trail's End Cafe, LLC

By: 
Elizabeth Akehurst-Moore
Managing Member



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

11

Discuss and Approve Application for a Change of Manager and Alternate Manager of Record for Concord Market

Presenter: Attorney Jim White

Requested by: SB Chair

Action Sought: Approval

Proposed Motion(s)

Motion: Move to Approve Application for a Change of Manager and Alternate Manager of Record for Concord Market

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



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: February 3, 2025

Re: Application for Change of Manager and Alternate Manager of Record – Concord Market

Included in your meeting packet is an ABCC Liquor License application for a Change of Manager for Concord Market, with the proposed new manager being David Warner Hartley. Additionally, Concord Market is also filing an Alternate Manager of Record application, which is a requirement of the Select Board's Alcohol Rules and Regulations, and is not an ABCC requirement and as such, this documentation does not get submitted to the ABCC.

I have reviewed the application and it is complete with the required components for the ABCC and payment. This application does not require a formal Public Hearing, and as such a legal ad was not published and abutters were not notified. Lastly, comments on the application were requested from the Police Department and there were no adverse comments.

Please reach out with any questions.

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 #: 69139769-e942-4e0f-bfd1-bb742bb10720

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	89265-PK-0244	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Date Paid: 1/22/2025 12:34:19 PM EDT

Total Amount Paid: \$205.18

Payment On Behalf Of

License Number or Business Name:
89265-PK-0244

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Concord Market LLC

Last Name:

Address:
77 Lowell Road

City:
CONCORD

State:
MA

Zip Code:
01742

Email Address:
jimwhite@elawcorporation.com



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

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

AMENDMENT-Change of Manager

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input 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

AMENDMENT-Change of Manager

Change of License Manager

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Concord Market LLC	Concord	89265-PK-0244

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
James B. White	Attorney	jimwhite@elawcorporarion.com	978-371-3344

3A. MANAGER INFORMATION

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

Proposed Manager Name	David Warner Hartley	Date of Birth	[REDACTED]	SSN	[REDACTED]
Residential Address	[REDACTED]				
Email	manager@theconcordmarket.com	Phone	[REDACTED]		
Please indicate how many hours per week you intend to be on the licensed premises	45+	Last-Approved License Manager	Steven David Collins		

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act?

Yes No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Green Card or Employment Authorization Document.

Yes No

Have you ever been convicted of a state, federal, or military crime?

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

3C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
05/10/2016	08/05/2017		Atlantic Beverage Co.	Rick Vinton
08/16/2017	11/20/2024		Whole Foods Market	Tina Ford

3D. 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 D Hartley Date 11/22/24

APPLICANT'S STATEMENT

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

of Concord Market LLC
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 1 | 22 | 25

Title: Member

ENTITY 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):

- Change of Manager
- Other

"VOTED: To authorize
Name of Person

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

"VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY
A true copy attest,


Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Elizabeth Akehurst-Moore
(Print Name)

(Print Name)



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

**DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**JEAN M. LORIZIO, ESQ.
CHAIRMAN**

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	89265-PK-0244	LICENSEE NAME:	Concord Market LLC	CITY/TOWN:	Concord
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APPLICANT INFORMATION


LAST NAME:	David	FIRST NAME:	Hartley	MIDDLE NAME:	Warner
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Orange NJ		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	Blue				
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	[REDACTED]	ZIP:	[REDACTED]
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	[REDACTED]	ZIP:	[REDACTED]

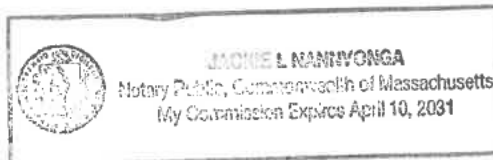
PRINT AND SIGN

PRINTED NAME:	David Hartley	APPLICANT/EMPLOYEE SIGNATURE:	<i>D. Hartley</i>
----------------------	---------------	--------------------------------------	-------------------

NOTARY INFORMATION

On this 12/23/24 before me, the undersigned notary public, personally appeared David W. Hartley (name of document signer), proved to me through satisfactory evidence of identification, which were MA driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


 NOTARY



DIVISION USE ONLY

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

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

BIRTH REGISTRATION CERTIFICATE

OFFICE OF REGISTRAR OF VITAL STATISTICS

CITY OF ORANGE TOWNSHIP



COUNTY OF ESSEX

NAME	SEX	PLACE OF BIRTH	DATE OF BIRTH
DAVID WARNER HARTLEY	MALE	ORANGE, N. J.	[REDACTED]

Any agreement of or difference between the child's surname and the surname of its father does not imply legitimacy or illegitimacy. This is merely a copy of the information supplied for preparation of the original birth certificate."

Father's Name: [REDACTED] Birthplace: New Jersey
 Mother's Maiden Name: [REDACTED] Age: [REDACTED] Birthplace: New York

This is a true certification of name and birth facts as recorded in this office.
DO NOT ACCEPT THIS CERTIFICATE UNLESS THE RAISED SEAL OF THE CITY OF ORANGE DEPARTMENT OF HEALTH IS AFFIXED HEREON.



[REDACTED]
REGISTRATION DATE

December 15, 19 94
DATE ISSUED

John R. Longino
REGISTRAR OF VITAL STATISTICS
 CITY HALL, ORANGE, NEW JERSEY

STATE OF NEW JERSEY



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

ALTERNATE
APPLICATION FOR [REDACTED] MANAGER

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.
 (3) As used herein, Manager shall mean Alternate Manager where appropriate

1. NAME OF LICENSEE (Business Contact)

ABCC License Number **City/Town of Licensee**

2. APPLICATION CONTACT
 The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

3. BUSINESS CONTACT
 Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:

Primary Phone: Fax Number:

Alternative Phone: Email:

Business Address (Corporate Headquarters)

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

4. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

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

If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? Yes No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? Yes No

If yes, percentage of interest

If yes, please indicate type of interest (check all that apply):

- Officer Sole Proprietor
- Stockholder LLC Manager
- LLC Member Director
- Partner Landlord
- Contractual Revenue Sharing
- Management Agreement Other

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

Employment Information of Proposed Manager

Please provide your employment history for the past 10 years

Date(s)	Position	Employer	Address	Phone
June 2019 → June 2024	wine associate	Total Wine	34 Cambridge St. BURLINGTON	781-565-6581
June 2024 → Nov. 2024	wine associate	Gordon's Wine	894 Main St. Waltham	781.893-1900

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) LICENSEE NAME: CITY/TOWN:

APPLICANT INFORMATION

LAST NAME: FIRST NAME: MIDDLE NAME:

MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:

DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:

GENDER: HEIGHT: WEIGHT: EYE COLOR:

CURRENT ADDRESS:

CITY/TOWN: STATE: ZIP:

FORMER ADDRESS:

CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

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

NOTARY

DIVISION USE ONLY

REQUESTED BY: SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 650-4614.





Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

12

**Discuss Letter from the Concord-Carlisle
Regional School District Chair**

Presenter: Mary Hartman, Chair

Requested by: SB Chair

Action Sought: None

Proposed Motion(s)

Motion: None Anticipated

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

13

**Discuss Fiscal Year 2026 Proposed Town
Guideline and Non-Guideline Spending**

**Presenters: Anthony Ansaldi, Chief
Financial Officer and Kerry Lafleur, Town
Manager**

Requested by: SB Chair

Action Sought: None

Proposed Motion(s)

Motion: None Anticipated

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



THE TOWN OF
CONCORD
MASSACHUSETTS

FY26 Operating Budget Update

Select Board Meeting,
Monday, February 3, 2025



THE TOWN OF
CONCORD
MASSACHUSETTS

Agenda

- Overview of the Finance Committee Final Guideline for FY26
- Guideline FY26 Operating Budget Target (dollars)
- Overview of the Town FY26 Budget Calendar
- Review FY26 Departmental Requests
- Review FY26 Summary vs. Guidelines Budget Target
- Discuss FY26 Operating Budget Next Steps



Finance Committee Final Guideline for FY26

“On December 19th meeting, the Concord Finance Committee voted 10-3 to set a final overall target of 2.79% for spending subject to guidelines for fiscal year 2026 (FY26). This translates to final guidelines for the individual budget units as follows:”

Budget Unit	FY26 final guideline for spending subject to guideline, \$	FY26 final guideline, % change YOY versus FY25 approved
Concord Public Schools	\$47,632,091	2.40%
Concord-Carlisle Regional School District	\$23,957,154	3.48%
Town	\$33,678,889	2.85%
Total	\$105,268,135	2.79%



THE TOWN OF
CONCORD
MASSACHUSETTS

Final Guideline for FY26 Town Budget Target

Town

		FY26 vs FY25	Notes:
Town FY25 approved at town meeting	\$ 32,745,639		Operating costs not including Tier 1 capital
Town FY26 request	\$ 34,021,742	3.90%	Operating costs not including Tier 1 capital
FY26 at preliminary guideline target	\$ 33,678,889	2.85%	
FY26 net preliminary guidelines for Town vs requested amount	\$ (342,852)		

FY26 Operating Budget Target \$33,678,889



THE TOWN OF
CONCORD
MASSACHUSETTS

Overview of FY26 Town Budget Calendar

- ✓ 9/13/2024 - FY26 Capital Budget Information Sent to Departments
- ✓ 10/31/2024 - FY26 Capital Budget Requests Due from Departments
- ✓ 11/18/2024 - FY26 Operating Budget Information Sent to Departments
- ✓ 12/20/2024 - FY26 Operating Budget Requests Due from Departments
- ✓ 1/9/2025 - Finance Committee Public Forum on Capital Plan
- ✓ 2/3/25 – FY26 Operating Budget Update for Select Board



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

General Government

Town Government Operating Budget							
Line No.	Item No.	Department	FY23	FY24	FY25	FY26	FY25-26 % Change
General Government							
1	A	Town Managers Office	\$ 686,197	\$ 716,923	\$ 864,166	\$ 999,501	16%
	B	Human Resources	\$ 595,606	\$ 563,451	\$ 481,562	\$ 660,629	37%
	C	Information Systems	\$ 1,348,980	\$ 1,726,409	\$ 1,828,904	\$ 1,597,970	-13%
	D	Town Meetings & Reports	\$ 117,919	\$ 93,699	\$ 100,000	\$ 134,100	34%
	E	Facilities Administration	\$ 1,026,590	\$ 1,895,668	\$ 2,077,139	\$ 2,246,419	8%
	F	Parks & Playgrounds	\$ 215,776	\$ 212,862	\$ 110,848	\$ 75,278	-32%
	G	Resource Sustainability	\$ 165,203	\$ 122,771	\$ 140,000	\$ 149,964	7%
	H	Visitor's Center	\$ 37,970	\$ -	\$ -	\$ -	0%
	I	Adjustment	\$ -	\$ -	\$ -	\$ -	0%
		Sub-total:	\$ 4,194,241	\$ 5,331,784	\$ 5,602,619	\$ 5,863,861	5%
2	A	Legal Services	\$ 450,000	\$ 450,000	\$ 400,000	\$ 400,000	0%
		Total: General Government	\$ 4,644,241	\$ 5,781,784	\$ 6,002,619	\$ 6,263,861	4%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Finance

Town Government Operating Budget							
Line No.	Item No.	Department	FY23	FY24	FY25	FY26	FY25-26 % Change
Finance							
	3 A	Finance Administration	\$ 555,491	\$ 637,257	\$ 756,342	\$ 670,289	-11%
	B	Treasurer - Collector	\$ 505,631	\$ 459,267	\$ 476,700	\$ 509,196	7%
	C	Town Accountant	\$ 340,945	\$ 361,540	\$ 392,374	\$ 484,281	23%
	D	Assessors	\$ 444,387	\$ 427,794	\$ 442,730	\$ 494,106	12%
	E	Town Clerk	\$ 439,831	\$ 456,849	\$ 457,834	\$ 495,628	8%
	F	Elections	\$ 89,374	\$ 79,385	\$ 60,289	\$ 60,261	0%
	G	Registrars	\$ 10,452	\$ 10,981	\$ 13,458	\$ 15,415	15%
		Total: Finance	\$ 2,386,111	\$ 2,433,074	\$ 2,599,727	\$ 2,729,176	5%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Planning & Land Management

Town Government Operating Budget							
Line No.	Item No.	Department	FY23	FY24	FY25	FY26	FY25-26 % Change
Planning & Land Management							
4	A	Planning Administration	\$ 583,522	\$ 651,032	\$ 631,968	\$ 661,788	5%
	B	Natural Resources	\$ 449,396	\$ 442,205.70	\$ 456,982.00	\$ 475,997.00	4%
	C	Inspections	\$ 479,288	\$ 583,330	\$ 608,664	\$ 585,385	-4%
	D	Health	\$ 462,035	\$ 552,642	\$ 598,077	\$ 582,603	-3%
	E	Economic Vitality & Tourism	\$ 190,735	\$ 231,839	\$ 329,887	\$ 157,944	-52%
	F	141 Keyes Road	\$ 48,840	\$ 3,541	\$ 3,143	\$ -	-100%
Total: Planning & Land Management			\$ 2,213,816	\$ 2,464,589	\$ 2,628,721	\$ 2,463,717	-6%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Human Services

Town Government Operating Budget							
Line No.	Item No.	Department	FY23	FY24	FY25	FY26	FY25-26 % Change
Human Services							
5	A	Library	\$ 2,398,544	\$ 2,449,305	\$ 2,505,138	\$ 2,684,668	7%
	B	Senior Services					
		B1. Senior Services	\$ 630,527	\$ 641,337	\$ 670,851	\$ 742,132	11%
		B2. Harvey Wheeler Community Cent.	\$ 101,276	\$ 64,266	\$ 67,277	\$ -	-100%
	C	Recreation Services					
		C1. Recreation	\$ 114,569		\$ -	\$ -	0%
		C2. Hunt Recreation Center	\$ 93,375		\$ -	\$ -	0%
	D	Human Services	\$ 74,286	\$ 91,813	\$ 97,738	\$ 103,578	6%
	E	Veteran's Services	\$ 78,734	\$ 85,220	\$ 84,525	\$ 95,082	12%
	F	Ceremonies & Celebrations	\$ 44,960	\$ 62,553	\$ 63,422	\$ 73,150	15%
		Total: Human Services	\$ 3,536,271	\$ 3,394,494	\$ 3,488,951	\$ 3,698,610	6%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Public Safety

Town Government Operating Budget							
Line No.	Item No.	Department	FY23	FY24	FY25	FY26	FY25-26 % Change
Public Safety							
6	A	Police Department	\$ 4,864,484	\$ 5,133,185	\$ 5,232,210	\$ 5,717,143	9%
	B	Animal Control Office	\$ 28,500	\$ 28,778	\$ 29,393	\$ 31,100	6%
	C	Police - Fire Station	\$ 278,317	\$ 52,047	\$ 40,406		-100%
	D	Fire Department	\$ 5,783,853	\$ 6,502,139	\$ 6,789,002	\$ 6,996,552	3%
	E	Emergency Management	\$ 16,000	\$ 14,310	\$ 14,194	\$ 14,700	4%
	F	West Concord Fire Station	\$ 21,309	\$ 1,537	\$ 1,691		
		Total: Public Safety	\$ 10,992,463	\$ 11,731,996	\$ 12,106,896	\$ 12,759,495	5%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Public Works

Town Government Operating Budget							
Line No.	Item No.	Department	FY23	FY24	FY25	FY26	FY25-26 % Change
Public Works							
7	A	Public Works Admin	\$ 403,332	\$ 415,168	\$ 458,696	\$ 619,258	35%
	B	Engineering	\$ 506,999	\$ 690,079	\$ 693,132	\$ 777,094	12%
	C	Highway Administration	\$ 1,638,237	\$ 1,775,406	\$ 2,031,753	\$ 2,092,871	3%
	D	Winter Maintenance	\$ 650,000	\$ 644,705	\$ 655,500	\$ 655,500	0%
	E	Parks & Trees	\$ 901,592	\$ 1,008,560	\$ 873,271	\$ 1,062,067	22%
	F	Cemetery	\$ 312,235	\$ 269,281	\$ 282,838	\$ 398,691	41%
	G	133/135 Keyes Rd	\$ 183,580	\$ 66,967	\$ 75,000		
	H	Street Lighting	\$ 31,625	\$ 39,646	\$ 42,029	\$ 50,220	19%
		Total: Public Works	\$ 4,627,600	\$ 4,909,812	\$ 5,112,219	\$ 5,655,701	11%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Unclassified

Town Government Operating Budget							
Line No.	Item No.	Department	FY23	FY24	FY25	FY26	FY25-26 % Change
Unclassified							
8		Employee Wellness	\$ -	\$ 73,765	\$ 25,000		
	A	Unused Sick Leave	\$ 23,061		\$ -		
	B	Public Safety Disability	\$ 887		\$ -		
	C	Employee Assistance Program	\$ 2,661		\$ -		
		Sub-total:	\$ 26,609	\$ 73,765	\$ 25,000	\$ -	
9		Reserve Fund	\$ 225,000	\$ 200,000	\$ 200,000	\$ 200,000	0%
10		Salary Reserve Fund	\$ 1,057,934	\$ 755,000	\$ 581,506	\$ 615,892	6%
11		Land Fund	\$ 25,000	\$ -	\$ -	\$ -	0%
		Total: Unclassified	\$ 1,334,543	\$ 1,028,765	\$ 806,506	\$ 815,892	1%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Summary

Town Government Operating Budget							
Line No.	Item No.	Department	FY23	FY24	FY25	FY26	FY25-26 % Change
General Government							
		Total: General Government	\$ 4,644,241	\$ 5,781,784	\$ 6,002,619	\$ 6,263,861	4%
Finance							
		Total: Finance	\$ 2,386,111	\$ 2,433,074	\$ 2,599,727	\$ 2,729,176	5%
Planning & Land Management							
		Total: Planning & Land Management	\$ 2,213,816	\$ 2,464,589	\$ 2,628,721	\$ 2,463,717	-6%
Human Services							
		Total: Human Services	\$ 3,536,271	\$ 3,394,494	\$ 3,488,951	\$ 3,698,610	6%
Public Safety							
		Total: Public Safety	\$ 10,992,463	\$ 11,731,996	\$ 12,106,896	\$ 12,759,495	5%
Public Works							
		Total: Public Works	\$ 4,627,600	\$ 4,909,812	\$ 5,112,219	\$ 5,655,701	11%
Unclassified							
		Total: Unclassified	\$ 1,334,543	\$ 1,028,765	\$ 806,506	\$ 815,892	1%
Total Town Government							
		Total: Town Government	\$ 29,735,045	\$ 31,744,513	\$ 32,745,639	\$ 34,386,452	4.77%
Finance Committee FY26 Guideline Target (in dollars)						\$ 33,678,890	
Town Departments FY26 Budget Request						\$ 34,386,452	
Difference						\$ (707,562)	



THE TOWN OF
CONCORD
MASSACHUSETTS

FY26 Operating Budget Next Steps

- Review Department Requests
 - Facilities
 - Information Technology
 - Salary Reserves
 - Peabody School
- Identify reductions and impacts on town services and how we will come in at guidelines
 - Grant funding received to offset expenses otherwise included in the budget
 - Consolidation of software platforms, resulting in reduction in annual license fees
 - Significant belt-tightening in recognition of the significant capital expense
 - Reduction of FTE's
 - Expectations that services will be impacted



FY26 Operating Budget Next Steps

- Continue Review Department Requests
 - Produce “draft” FY26 Budget that meets guidelines by Friday, February 7th.
- Present the “draft” to the Select Board on Monday, February 10th.
- Present the “draft” to the Finance Committee on Thursday, February 13th.
- Present Town Manager’s FY26 Budget to the Select Board on Monday, February 24th.
- Present Town Manager’s FY26 Budget to the Finance Committee on Thursday, February 27th.



THE TOWN OF
CONCORD
MASSACHUSETTS

Thank you!

Questions?



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

14

Discuss Updates on Munis Financial System Conversion, Fiscal Year 2024 Year-End Audit, Peabody School Carrying Costs.

Presenter: Anthony Ansaldi, Chief Financial Officer

Requested by: SB Chair

Action Sought: None

Proposed Motion(s)

Motion: None Anticipated

Additional Information

Board Action



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 3, 2025

15

Adjournment

Requested by: SB Chair

Action Sought: Adjourn

Proposed Motion(s)

Motion: Move to Adjourn

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



Concord Select Board Meeting
AGENDA ACTION REQUEST
Monday, February 3, 2025

SM

Supporting Materials

Requested by: SB Chair

Action Sought: None

Proposed Motion(s)

Motion: None Anticipated

Dog Nuisance Back Up Materials

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



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

From: August 5, 2024
SB Meeting

To: Select Board KPL
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.

CONCORD GREEN/STORLAZZI/HATFIELD

DATE: 04/15/24 TIME: 1200 R/P'S NAME: Ed Storlazzi ADDRESS: 21 Concord Green TELEPHONE:
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: 04/29/24 TIME: 1500 R/P'S NAME: VM Sonia ADDRESS: Concord Green TELEPHONE:
TYPE CALL: Complaint
OFFICER: Condon
ANIMAL INFORMATION:
COMMENTS: RP updating ACO, Conversation with lawyer and Concord Green board denied meeting.

DATE: 05/10/24 TIME: 0937 R/P'S NAME: Lieutenant Landers ADDRESS: Concord Green TELEPHONE:
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: 05/20/24 TIME: 1855 R/P'S NAME: Email Ed Storlazzi ADDRESS: Concord Green TELEPHONE:
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.

KP LAW

The Leader in Public Sector Law

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.

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.

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

From: 9/23/24
Select Board Meeting

To: Select Board
From: Kerry A. Lafleur, Town Manager
Date: September 18, 2024
Subject: Update on Nuisance Dog Complaint, E. Storlazzi

At your meeting of August 5, 2024, you considered the Nuisance Dog Complaint filed by Edmund Storlazzi, in consultation with Gregg Corbo, serving as special counsel for this matter. After careful consideration and review, you decided to continue the matter for forty-five (45) days, and directed the Town Manager to attempt to mediate the matter.

After further review of the case with Chief Mulcahy, it was decided that since our existing in-house resources had already been unable to mediate this matter to resolution, that we would seek outside assistance. Fortunately, we were able to secure assistance from C4RJ, *Communities for Restorative Justice*, a well-recognized organization with roots in Concord, though given vacation/ holiday schedules, it has taken more time to move forward than originally anticipated. Nevertheless, both parties have been advised of the process the Town has selected, and I have been able to confirm that both parties have voluntarily agreed to participate.

At this time, I would like to request that the Select Board vote a second continuance of this matter to October 31, 2024, to give the process time to work, and seek an update at your regularly scheduled meeting on November 4, 2024.

A copy of the C4RJ proposal is attached for your review.



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

September 10, 2024

Ms. Jennifer Hatfield
21-6 Concord Green
Concord, MA 01742

Mr. Edmund Storlazzi
21-8 Concord Green
Concord, MA 01742

Re: Nuisance Dog Complaint

Dear Ms. Hatfield and Mr. Storlazzi:

I am writing today regarding the above-referenced matter. To recap, in my previous correspondence dated August 13, 2024, I noted that under Massachusetts General Laws, Chapter 140, Section 157, the Concord Select Board has the authority to investigate nuisance dog complaints, including by conducting an examination of the complainant under oath, and to issue such order as may be necessary to abate the nuisance.

At a public meeting on August 5, 2024, the Select Board considered the complaint received by Mr. Storlazzi and decided not to schedule a public hearing at that time, but rather to continue the matter for a period of 45-days and asking me to arrange for mediation services.

With the understanding that our own in-house resources have been unable to resolve this conflict, we have chosen to seek external assistance through C4RJ, *Communities for Restorative Justice*, who will assist with and facilitate a restorative conversation in an attempt to find a solution. This process is completely voluntary and more fully outlined in the attached proposal from C4RJ's Executive Director, Erin Freeborn.

Within the next week, you will be contacted by C4RJ, at which time you will be asked whether you will engage in this process. As long as you are engaged in this process, the Select Board will hold this complaint in abeyance. If you choose not to participate, the Select Board will be notified and will then be required to decide whether to proceed with a public hearing.

Thank you for your cooperation in this regard.

Sincerely,

Kerry A. Lafleur
Town Manager



Proposal for a Restorative Conversation led by C4RJ

To: Town Manager Kerry Lafleur
Date: September 8, 2024
From: Communities for Restorative Justice, Inc. (C4RJ)
Subject: Proposal for Restorative Conversations led by C4RJ

Dear Town Manager Lafleur,

Communities for Restorative Justice, Inc (C4RJ) is a dedicated team committed to facilitating engagement between people after harm. We are writing to propose a ***pilot approach for neighbor disputes that rise to the level of police and select board engagement***. Our goal is to offer a structure and support for parties to have difficult conversations in an attempt to find a better way to coexist in community.

This voluntary process will be offered by the town, and if accepted by the parties, 1-2 intake meetings will be conducted by C4RJ with each side. After the intake phase C4RJ will propose a timeline and strategy for the circle process to the Town Manager. The goal of this initiative is to bring the impacted residents together to talk about the conflict at Concord Greene Condominiums regarding a nuisance dog and to create a plan about how to move forward.

Objectives of each stage:

1. **Intake meetings** - C4RJ representatives will meet with the parties to better understand the harm experienced by residents and its impact on their lives.
2. **Circle** - C4RJ representatives will facilitate a restorative conversation between the impacted residents, their supporters and necessary members of the Town or police (if relevant, i.e. Animal Control Officer).
3. **Agreement** - C4RJ representatives will draft an agreement at the circle that includes the mutually agreed upon outcomes discussed in the circle.
4. **Follow up** - C4RJ will draft a one page memo, for the Town Manager, documenting the date of the circle, agreement items, and recommended next step.



The work will be conducted by C4RJ staff or trained Concord community members at a rate of per hour, in quarter hour increments. An invoice will be provided for the Town Manager monthly and at the end of the process.

We look forward to the opportunity to discuss this proposal further and to answer any questions you may have.

Sincerely,

Erin V. Freeborn
Executive Director
Communities for Restorative Justice



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

From: 11/4/24
Select Board Meeting

To: Select Board
From: Kerry A. Lafleur, Town Manager
Date: November 1, 2024
Subject: Update on Nuisance Dog Complaint, E. Storlazzi

At your meeting on September 23, 3034, you voted a second continuance of this matter to October 31, 2024 to allow the appointed mediator, C4RJ, additional time to negotiate a resolution. Further, you agreed to receive an update on this matter at your regularly scheduled meeting on November 4, 2024.

On October 24, 2024, I was advised by C4RJ that *"the case is not moving forward with restorative justice. Ms. Hatfield will not meet with Mr. Storlazzi and does not think she holds any responsibility in this matter."* This news is disappointing and unfortunate, and you are now left with the original request made by petitioner, E. Storlazzi, to call for a dog hearing under the applicable provision of the Town's Dog Bylaw, <https://concordma.gov/DocumentCenter/View/4173/Dog-Bylaw-PDF?bidId=>, and/ or MG> c. 140, section 157, *Nuisance or Dangerous Goes, Orders for Remedial Action; Appeal; Violation of order*, <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXX/Chapter140/Section157>.

As advised by special counsel in this matter, Gregg Corbo, KP Law, you may either review the petition to determine if, in your opinion, there is sufficient reason to schedule a hearing, or you may schedule the hearing without any further determination. In either case, given that this is a legal proceeding for which we have little past practice, I would recommend that we re-engage special counsel, and that any proceeding you schedule, should you choose to do so, occur no sooner than your meeting on December 2, 2024.

Kerry Lafleur

From: Erin Freeborn <efreeborn@c4rj.org>
Sent: Thursday, October 24, 2024 9:46 AM
To: Kerry Lafleur
Subject: Re: Dog Complaint: Storlazzi

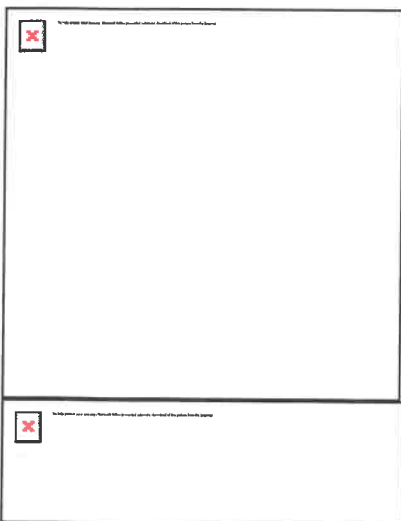
Hi Kerry,
Sorry for the delay! I've been very busy.

The case is not moving forward with restorative justice. Ms. Hatfield will not meet with Mr. Storlazzi and does not think she hold responsibility for this matter. I will get you the closing paperwork asap.

I'm also happy to have a debrief conversation with you.
Erin

Erin V. Freeborn
Executive Director
efreeborn@c4rj.org
617-294-6677

Communities for Restorative Justice
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Boston, MA 02109
www.c4rj.org



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On Thu, Oct 24, 2024 at 9:43 AM Kerry Lafleur <klafleur@concordma.gov> wrote:

Hi Erin,

I'm writing to check in on the status of your conversations in the above matter. When last we spoke, my recollection is that you didn't have much hope that we could see results, but you were still working on it. I will need to provide an update to the Select Board at their next meeting (11/4/24). Please advise where we stand. Thanks!

Kerry A. Lafleur (she, her)

(formerly Kerry A. Speidel)

Town Manager

Town of Concord

klafleur@concordma.gov

(978) 318-3000

Kerry Lafleur

From: estori@aol.com
Sent: Friday, October 18, 2024 5:49 PM
To: Kerry Lafleur
Subject: Hatfield Dog Disturbance - CPD Claim

Hello Ms. Lafleur

Would you please convey the following message to members of the Select Board?

Regarding the letter sent by Hatfield to Town Mgr Lafleur.

The Hatfield letter seeks to discredit and denigrate my character, personality, and behavior in the thinking of members of the Board by means of false accusations about me, for the purpose of distracting the Board's attention from the facts and circumstances of Hatfield's actions, including continuing to allow triggering of my war-PTSD disability-symptoms.

I have previously addressed and responded to Hatfield's letter with an email to Town Mgr Lafleur. I am herein asking the members of the Board's attention to the Hatfield letter's attempt to extend her repeated false assertions to me about CPD, now part of the record, and to possible unknown others tbd, of the Concord Police Dept. being on her "side" against me.

In addition to other false assertions in the letter, Hatfield directs the Town Mgr not to contact her about the case, and concludes the letter with a tacit assertion of CPD's support of her against me: **"If you want back-up on this, please contact the Concord Police"**.

If Hatfield's false assertions about me and the CPD were to be believed by the members of the Board, the serious consequences to me are self evident. Accordingly, I contacted Police Chief Thomas Mulcahy about Hatfield's assertions of abuse, etc. of her by me, and assertions by her of CPD being in-support of her against me.

In response to my inquiry to Chief Mulcahy, an interview was scheduled for Wed Oct 16 with CPD Investigator Officer Lieut. Timothy R. Landers, Support Services Division Commander.

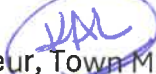
Investigator Landers informed me that CPD has no record of Hatfield contacting CPD alleging "threatening", "scary", "abusive" behavior against her by me, and Lieut. Landers wanted to assure me "that the Concord Police was on no one's side ..to this conflict between [me and [Respondent Hatfield]."

I ask the members of the Board to make further note of this contradiction by the CPD of Hatfield's false CPD claim, attempting to place me in a bad light in the thinking of the Board-members by means of her dissembling claim of CPD being on her "side" in the present matter, and available for "back-up" of her denigrating allusions about me in her letter to Mgr Lafleur.

Edmund Storlazzi



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To: Select Board 
From: Kerry A. Lafleur, Town Manager
Date: September 18, 2024
Subject: Update on Nuisance Dog Complaint, E. Storlazzi

At your meeting of August 5, 2024, you considered the Nuisance Dog Complaint filed by Edmund Storlazzi, in consultation with Gregg Corbo, serving as special counsel for this matter. After careful consideration and review, you decided to continue the matter for forty-five (45) days, and directed the Town Manager to attempt to mediate the matter.

After further review of the case with Chief Mulcahy, it was decided that since our existing in-house resources had already been unable to mediate this matter to resolution, that we would seek outside assistance. Fortunately, we were able to secure assistance from C4RJ, *Communities for Restorative Justice*, a well-recognized organization with roots in Concord, though given vacation/ holiday schedules, it has taken more time to move forward than originally anticipated. Nevertheless, both parties have been advised of the process the Town has selected, and I have been able to confirm that both parties have voluntarily agreed to participate.

At this time, I would like to request that the Select Board vote a second continuance of this matter to October 31, 2024, to give the process time to work, and seek an update at your regularly scheduled meeting on November 4, 2024.

A copy of the C4RJ proposal is attached for your review.



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September 10, 2024

Ms. Jennifer Hatfield
21-6 Concord Green
Concord, MA 01742

Mr. Edmund Storlazzi
21-8 Concord Green
Concord, MA 01742

Re: Nuisance Dog Complaint

Dear Ms. Hatfield and Mr. Storlazzi:

I am writing today regarding the above-referenced matter. To recap, in my previous correspondence dated August 13, 2024, I noted that under Massachusetts General Laws, Chapter 140, Section 157, the Concord Select Board has the authority to investigate nuisance dog complaints, including by conducting an examination of the complainant under oath, and to issue such order as may be necessary to abate the nuisance.

At a public meeting on August 5, 2024, the Select Board considered the complaint received by Mr. Storlazzi and decided not to schedule a public hearing at that time, but rather to continue the matter for a period of 45-days and asking me to arrange for mediation services.

With the understanding that our own in-house resources have been unable to resolve this conflict, we have chosen to seek external assistance through C4RJ, *Communities for Restorative Justice*, who will assist with and facilitate a restorative conversation in an attempt to find a solution. This process is completely voluntary and more fully outlined in the attached proposal from C4RJ's Executive Director, Erin Freeborn.

Within the next week, you will be contacted by C4RJ, at which time you will be asked whether you will engage in this process. As long as you are engaged in this process, the Select Board will hold this complaint in abeyance. If you choose not to participate, the Select Board will be notified and will then be required to decide whether to proceed with a public hearing.

Thank you for your cooperation in this regard.

Sincerely,

Kerry A. Lafleur
Town Manager



Proposal for a Restorative Conversation led by C4RJ

To: Town Manager Kerry Lafleur
Date: September 8, 2024
From: Communities for Restorative Justice, Inc. (C4RJ)
Subject: Proposal for Restorative Conversations led by C4RJ

Dear Town Manager Lafleur,

Communities for Restorative Justice, Inc (C4RJ) is a dedicated team committed to facilitating engagement between people after harm. We are writing to propose a ***pilot approach for neighbor disputes that rise to the level of police and select board engagement***. Our goal is to offer a structure and support for parties to have difficult conversations in an attempt to find a better way to coexist in community.

This voluntary process will be offered by the town, and if accepted by the parties, 1-2 intake meetings will be conducted by C4RJ with each side. After the intake phase C4RJ will propose a timeline and strategy for the circle process to the Town Manager. The goal of this initiative is to bring the impacted residents together to talk about the conflict at Concord Greene Condominiums regarding a nuisance dog and to create a plan about how to move forward.

Objectives of each stage:

1. **Intake meetings** - C4RJ representatives will meet with the parties to better understand the harm experienced by residents and its impact on their lives.
2. **Circle** - C4RJ representatives will facilitate a restorative conversation between the impacted residents, their supporters and necessary members of the Town or police (if relevant, i.e. Animal Control Officer).
3. **Agreement** - C4RJ representatives will draft an agreement at the circle that includes the mutually agreed upon outcomes discussed in the circle.
4. **Follow up** - C4RJ will draft a one page memo, for the Town Manager, documenting the date of the circle, agreement items, and recommended next step.



The work will be conducted by C4RJ staff or trained Concord community members at a rate of _____ per hour, in quarter hour increments. An invoice will be provided for the Town Manager monthly and at the end of the process.

We look forward to the opportunity to discuss this proposal further and to answer any questions you may have.

Sincerely,

Erin V. Freeborn
Executive Director
Communities for Restorative Justice



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August 13, 2024

Ms. Jennifer Hatfield
21-6 Concord Green
Concord, MA 01742

Mr. Edmund Storlazzi
21-8 Concord Green
Concord, MA 01742

Re: Nuisance Dog Complaint

Dear Ms. Hatfield and Mr. Storlazzi:

Please be advised that the Town of Concord Select Board is in receipt of a complaint from Mr. Storlazzi that a dog owned or kept by Ms. Hatfield at 21-6 Concord Green, Concord, MA, is a nuisance dog as that term is defined in Massachusetts General Laws, Chapter 140, Section 136A. A copy of the complaint is enclosed herewith for your reference.

According to Massachusetts General Laws, Chapter 140, Section 157, the Town of Concord Select Board has the authority to investigate such complaint, including by conducting an examination of the complainant under oath, and to issue such order as may be necessary to abate the nuisance.

At a public meeting on August 5, 2024, the Select Board considered Mr. Storlazzi's complaint and decided not to schedule a public hearing at this time. Rather, the Board has continued the matter, and it is requesting that both of you meet with a representative of the Town Manager to discuss the issues and try to reach a resolution without having to go through a public hearing process.

I am in the process of arranging for you to meet with an independent mediator who will work to reach a resolution. Once the mediator's availability is provided, my office will be back in touch with you. You should expect to hear from us no later than August 30, 2024.

Please be advised that the meeting will only be held if you both agree. If you do not wish to attend a meeting or if you are unable to agree to a solution, the Select Board will consider this matter further at a meeting on September 23, 2024, and at that time it will decide whether to schedule a public hearing.

Thank you for your cooperation in this regard.

Sincerely,

Kerry A. Lafleur



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To: Select Board KAL
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

Background to my situation.

I am an 80 yr-old veteran of active military service as a Civil Affairs Bn Staff Officer and Civic Action Team Leader with the 4th Infantry Div. in Viet Nam during the implementation of the so-called "hearts and minds" program following the Communist TET Offensive in 1968.

I was awarded a Bronze Star for that service, and receive 100% disability compensation from U.S. Dept. of Veterans Affairs [DVA] for physical and post traumatic stress syndrome injuries I sustained from my military service.

My ptsd diagnosis by the DVA is the result of having experienced recurring, sudden, surprise rocket attacks during the day and night, and land-mine explosions during my time in Viet Nam.

My CA team conducted medical, agricultural, harvesting-assistance, etc. activities in villages in the AO of our base camp in Pleiku in the Central Highlands among the Montagnard Jarai people.

I began an elementary school for Montagnard children for their first experience of a school, and for teaching clothes sewing. I developed an economic program entitled MART [Montagnard Artifacts] to sell Jarai artifacts to American military personnel to increase cash available to the Montagnards in the local economy.

My experience in VN involved anticipating and avoiding sudden rocket attacks, land mines, and ambushes in the course of conducting civic action missions in the villages of our AO. I survived two up-front and close incidents that vets refer to as "alive days".

In one incident an AP mine exploded under where I was seated in a military armored "gun truck" I used for CA missions. In that incident, a squad in the back of the truck providing military security for the mission I was on, opened fire to suppress a possible ambush from an enemy force. After return to base camp, it was found that a

rifle round had penetrated the truck-frame directly behind my head where I was seated in the vehicle.

In another incident while on a CA mission, my gun-truck passed over an AT land-mine that failed to detonate. Immediately after, an armored vehicle with troops providing security for the mission, passed in the same track as my truck, and detonated the AT mine, destroying the APC, and resulting in serious injury to several of the soldiers in the armored carrier.

As the remaining uninjured officer on the CA mission, I had to help with several seriously wounded and screaming soldiers. I set security, and helped coordinate and radio-in a "dust-off" medevac for the injured soldiers.

Fate apparently thought that my time in VN did not provide me with enough experience with bodies, body-bags, and death, so it arranged that a puppy I had named "Pip" that I had rescued from the war would be struck and killed by a military truck on base camp while I was out on a mission.

I imagine that he was running to the truck thinking it was me returning to base camp.

As I watched my puppy die on a medical table thru tears, I thought of the irony of my grieving the sudden death of a dog amidst all of the sudden soldier deaths happening that would devastate the lives of loved-ones back home.

I returned from VN, altered by the experience, and had 20 years as a private and public school secondary administrator and teacher.

After I retired, I started a non-profit education foundation that provides free assistance to European and Asian immigrants for citizenship, and learning English and American culture.

I have also conducted free current issues "conversations" at the Concord Library under the title of Bronson Alcott Conversation Circle, and at the Council on Aging.

I am a volunteer teacher in Tufts University Osher Institute providing History seminars and current-issues seminars for senior citizens.

When I came back from VN, I lived a life of avoiding crowds, unpleasant surprises, fire-works celebrations, and other sudden loud noises.

My approach has been anticipation and avoidance which I understand from previous therapy is a typical veterans-strategy related to the ptsd syndrome. I have been mostly successful in avoiding ptsd triggers and flash-backs in my life here-to-fore.

I moved to Concord 10 years ago following my retirement as a school teacher. I have lived at Concord Greene for 6 yrs, chosen for its quiet and peaceful setting, and predominantly older people like myself. I direct my volunteer work from media at my residence in the CG complex.

When I moved to CG, 6 years ago, there was no dog in the building where I live.

Two years ago, the neighbor in the next-door condo unit adjacent to mine got a very cute, friendly dog.

Since that time, whenever I enter and leave my apt, every day and evening, screeching and barking from behind doors, high pitched screeching as though it were being tortured. I learned to lessen the impact on me by anticipating the screeching and barking whenever I enter or exit my apt.

But there has developed a more fraught situation that I can not manage by anticipation and avoidance regarding the dog.

In the otherwise deliberate and usual quiet of my apt and the 4-unit bldg at CG, for the past two years, every day and evening, without warning, sudden bursts of high-pitched jarring, screeching

whenever the dog is in the common area of my bldg, and outside my door. Adjacent to that of the owner.

Initially, I managed this disturbance as a nuisance that I had to live-with. I tried ear-plugs and rearranging my furnishings and other psychological tricks to try to lessen the impact of the relentless, recurring, sudden screeching of the dog.

But I have begun to experience in recent months, surprising to me, physical reactions like jumping in startle, stopping breathing, and feeling like my heart has skipped a beat.

After so long ago from my traumatic experiences in VN, I don't understand these physical reactions recurring in my old age, being triggered by a little dog that is posing no physical threat to me.

It is also an unwelcome surprise to me that at the end stage of my life, I would find myself in such a situation.

This period has involved my becoming persona non grata where I live at Concord Greene.

Management has several reasons for not liking me, the most serious of which involved my asking that the stairs to my level of the building be brought to code-requirement. The treads are very narrow, causing my feet to dangle off the edge, and sometimes slip off. They rejected this request, with the justification from a Town safety inspector that the stairs are "grandfathered" by law.

When I then asked if a stair-lift might be installed, they required that I pay the entire cost, and assume responsibility for liability, which conditions I rejected.

With both requests, I had offered to pay half the cost, which was rejected by them.

Someone who knows about disability-rights referred me to the Mass. Comm. Against Discrimination [MCAD] for help.

I appealed to MCAD. They brought action against Management that resulted in a ruling that required them to install a stair lift to accommodate my physical disability at their full cost and liability, and also pay me significant punitive monetary damages.

There is also intense animosity between myself and the dog's owner.

She has been here a long time, and her mother lives in the unit below hers. The owner is well connected with Management, and is accustomed to having her way, regardless of condo policies. I am the relatively new person on the scene, and considered a "trouble maker" because I have sought Management to enforce condo policies against her such as not allowing her to place personal items at the common area at the base of the stairs I use to get to my apt, that were posing some safety risk to me with my legs mobility disability. She and I are the only residents who use that stairway.

She is not concerned about my physical service-disabilities or my PTSD syndrome. She sometimes mocks me about having been allowed a parking space near the door, since I am not really "handicapped" like other people she knows. She repeatedly tells me to move if I don't like living here.

The owner is now especially vehement towards me during the past two years since I have sought Management's punitive enforcement of the dog policy for her failure to control her dog's screeching and howling in the common area of my building, and right outside my door adjacent to hers.

There was an incident where I had to call the CPD to come because of a threatening item the owner placed outside my door, [which I have kept]; and verbal intimidation at my door regarding her dog by a man she calls a "family friend". He is regularly and frequently a visitor to her place, and apparently has a key to the outside door, with the knowledge and no-prohibition by Management.

Detective Rodriguez and Chief Mulcahy are aware of my situation, and CPD has intervened to the extent they were able. CPD was the source of my fruitless appealing to Animal Control.

I've tried to address this situation repeatedly with the owner and condo Management on the basis of the condo's no dog-disturbance policy. But both are not sympathetic, asserting that the dog's disturbance, although regular, day and evenings, is not of sufficient frequency and duration to be actionable. Their response is "Dog's bark.", and that the "barking" is not long-enough to pose a problem to "normal" people.

The dog-policy at CG states:

"Pet owners shall not permit their pets to disturb the peace or quiet of any person by barking, howling, or in any other manner."

There is no language about frequency and duration.

There are documented policies relating to Rules Enforcement and Penalties at CG for violations of this and other condo policies.

In a recent encounter about screeching and barking outside my door, the owner said to me that I could not complain because it was not frequent, and when it happened it lasted for only a few seconds.

Apart from her dismissive attitude about her dog's effect on me, I have reported to Management repeated instances of harassment and intimidation by her in the building where I live, including alleged manipulation and interference with the stair-lift to create

inconvenience to me. Management has responded that I do not have any evidence that she is responsible.

My request for the installation of a security camera in the building to monitor activity by her and other "unknown" non-resident individuals who apparently are allowed keys to the common door with Management's sanction, has been rejected.

There are several other incidents that I won't take your time about that have contributed to the animosity between us. The conflict now is focused on her dog, and the impact it is having on me with impunity.

When I requested of Management a meeting of all parties for amelioration of the situation, I received a letter from Management's attys telling me to get along with the owner.

When I expressed my intent to respond to the lawyers' letter, I received a threat from the complex Manager that if I made direct response to the lawyer, and CG were billed for my direct response, that I would be charged by Management for the lawyer-charge.

I made repeated requests for an ameliorating meeting of all parties, to no avail.

The Board President replied that he and another Board officer would conduct separate "fact-finding" with me and the dog's owner, while leading me to think my requested meeting would occur subsequently.

When no meeting was subsequently scheduled, I inquired and was informed by the President of his concern that there would be unpleasantness between myself and the owner at such a meeting. I assured him that despite the animosity that exists among Management, the owner, and myself, that I would not be responsible for anything untoward at the meeting.

Notwithstanding my assurance, the President informed me that he and the other Board officer had decided that my requested meeting would not happen.

I subsequently informed Management and the CG Board of my being treated for the PTSD symptoms and flash-backs that are being triggered by the dog-situation, and my intent to hold them individually responsible to whatever extent the law might allow for their discriminatory failure of expected managerial responsibility to enforce the documented CG policy against their favored dog owner.

Their rejection of my request for an ameliorating meeting of all parties prompted my appeal to Ms. Condon of Animal Control.

I asked if she would mediate a meeting between myself and the owner. She accepted my request, and contacted the owner, who rejected participating in a meeting with Condon as mediator.

I then asked if she would arrange a meeting of herself, me and CG Management. She was able to obtain their commitment for such a meeting, informing me that she was awaiting their providing options for a meeting date and time.

A few days after she informed of their commitment to a meeting pending setting of a date and time, she informed me that they had rescinded their agreeing to a meeting. She referred me to escalate this matter to a relevant Town protocol above Animal Control about which I do not know.

I am now in a "shunned" status at my residence at the CG complex. People I would greet when I am out and about now ignore me, sometimes with a scowl. It is evident that the owner and Management have spread the word about my being a pain and "trouble maker" at the complex, and now apparently a supposed hater of the many dogs which abound at CG.

But given my experiences of surviving rockets and mines of war, I will deal with being shunned by ignorant, uncaring people, and will

not be pressured to move by the owner, or because of the impunity the owner has because of her favored status with Management.

What is more serious to me is that I am living in my apt at CG in a prevalent, continuous state of apprehension and dread, day and evening, never knowing, and not able to prepare myself for, the next sudden "explosion" of the dog's high-pitched screaming/screeching and barking that will jolt and jarr my body and sensibilities.

I am repeatedly and regularly, every day and evening, in my residence, subjected to the high pitched, jolting and jarring screeching and howling of the dog, as though it were being tortured, with Management and the owner justifying their failure to end this situation by asserting that it is not frequent, and when it happens, it is of only minor duration.

They know of my ptsd condition being triggered after two years of my trying to manage the situation, but apparently are disregarding that my ptsd physical and flash-back reactions have their origin in my war experience, which the sudden, unanticipated, unpredictable high-pitched screeching and barking of the dog is triggering, regardless of frequency or duration.

They are aware that my condition is serious-enough so that I am now receiving treatment by the Dept. Of Veterans Affairs at Bedford, and the Vet Ctr in Lowell.

What initially began as a nuisance to my residing here, has now transitioned to being a recurring serious trigger to my ptsd condition, and harm to my health.

I understand that I do not have any recourse to the screeching and barking from behind the owner's door whenever I enter or leave my apt.

The owner knows that her failure to stop her dog's screeching and barking in the common area of my bldg, and outside my door can continue with impunity from Management, and the limited

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.

CONCORD GREEN/STORLAZZI/HATFIELD

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

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

TYPE CALL: Complaint
 OFFICER: Condon
 ANIMAL INFORMATION:
 COMMENTS: RP updating ACO, Conversation with lawyer and Concord Green board denied meeting.

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

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

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)