



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 10, 2025

1

Call to Order

Requested by: SB Chair

Action Sought: Call to Order

Proposed Motion(s)

Open Select Board Meeting

Open Executive Session

Executive Session under M.G.L. c. 30A, § 21(2) to discuss and conduct strategy sessions in preparation for contract negotiations regarding the Town Manager contract renewal where meeting in an open meeting may have a detrimental effect on the negotiating position of the Town (if the Chair so declares).

Tim Zessin, Esq. KP Law

Executive Session pursuant to M.G.L. c. 30A, § 21(a)(3) to discuss strategy with respect to litigation regarding 1440 – 1450 Main Street (Symes v. Town of Concord), as an open meeting may have a detrimental effect on the litigating position of the Town as declared by the Chair. Christina Marshall, A&K Law

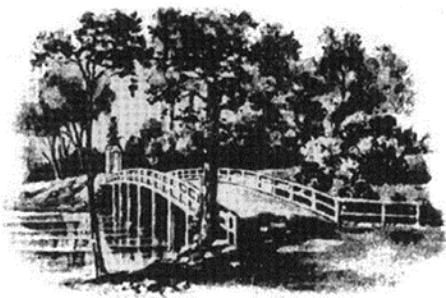
Additional Information

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 10, 2025 at 5:00 PM

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

<https://us02web.zoom.us/j/87389339698?pwd=SeKzwyIseQrb19xNOofao8Aat3QEp.1>

Meeting ID: 873 8933 9698

Passcode: 131435

Dial In Toll Free US 888 475 4499

#	Time *	Agenda Item
I.	5:00 PM	Executive Session under M.G.L. c. 30A, § 21(2) to discuss and conduct strategy sessions in preparation for contract negotiations regarding the Town Manager contract renewal where meeting in an open meeting may have a detrimental effect on the negotiating position of the Town (if the Chair so declares). Tim Zessin, Esq. KP Law
	5:45 PM	Executive Session pursuant to M.G.L. c. 30A, § 21(a)(3) to discuss strategy with respect to litigation regarding 1440 – 1450 Main Street (Symes v. Town of Concord), as an open meeting may have a detrimental effect on the litigating position of the Town as declared by the Chair. Christina Marshall, A&K Law
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. <i>Immediately following Executive Session</i>
III.	6:30 PM	Consent Agenda: i. Town Accountant Warrants: January 16, 2025; January 23, 2025 ii. Gift Acceptance: iii. One Day Liquor Licenses: a. Wines and Malt Beverages Only for Amy Caggiano of the Auxiliary of Emerson Hospital on Saturday, April 5, 2025 from 7:00 PM – 10:00 PM for “Emersong” Annual Acapella Festival at 51 Walden Performing Arts Center, 51 Walden Street
IV.	6:30 PM	Select Board Appointments and Reappointments:

		<ul style="list-style-type: none"> i. Frank (Rich) Feeley of 347 Lexington Road, to the new Tax Relief Evaluation Task Force with a corrected APP#10, Section VII(d)and(e) exception for a term ending April 30, 2026 ii. Kathi O’Neil of 171 Deacon Hanes Road to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026 iii. Jon Piper of 30 Oak Road to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026 iv. Lynn Salinger of 75 Pleasant Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026 v. Ellen Quackenbush of 206 Prairie Street to the new Tax Relief Evaluation Task Force with a corrected APP#10, Section VII(d)and(e) exception for a term ending April 30, 2026 vi. Abby White of 851 Monument Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026 vii. Shannon Sweeney of 1443 Main Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026 viii. <i>Reappoint</i> Jennifer Hurley-Wales of 66 Old Marlboro Road to the West Concord Junction Cultural District Committee for a term ending May 31, 2028 ix. <i>Reappoint</i> Keith Bergman of 56 White Avenue to the Concord Municipal Affordable Housing Trust (CMAHT) for a term ending May 31, 2027 x. <i>Reappoint</i> Michael Lawson of 1695 Lowell Road to the Concord Municipal Affordable Housing Trust (CMAHT) for a term ending May 31, 2027 <p>Town Manager Appointment with Select Board Approval:</p> <ul style="list-style-type: none"> i. Rebecca Woodward of 295 Annursnac Hill Road to the Transportation Advisory Committee for a three-year term ending May 31, 2028.
V.	6:30 PM	<p>Open Public Forum: Discuss 2229 Main Street Report – Support Letter to EPA</p> <p>Presenter: Paul Boehm, 2228 Main Street Committee Chair</p>
VI.	7:15 PM	<p>Public Hearing for a New Liquor License for Dario's Concord, 10 Concord Crossing</p> <p>Presenter: Attorney Andrew Sprow and Elmer Melendez, Owner</p>
VII.	7:25 PM	<p>FY26 Town Operating Budget Update</p> <p>Presenter: Anthony Ansaldi, Chief Financial Officer</p>

VIII.	7:40 PM	Concord250 Executive Committee Update: Parade Plan Presenters: Sue McCrory and John Arena, 250 th Parade Subcommittee
IX.	7:55 PM	Discuss and Approve MCI Wastewater Correspondence Letter Presenter: Megan Zammuto, Deputy Town Manager
X.	8:05 PM	Discuss and Approve Grant of Easement Plan: <ul style="list-style-type: none"> - Dover Street and Darton Street Project - Sunnyside Lane Water Main Easement - 192-196 Sudbury Road Sidewalk Presenters: Alan Cathcart, Public Works Director; Steve Dookran, Town Engineer; Jeff Murawski, Water & Sewer Superintendent
XI.	8:15 PM	Discuss and Vote on Warrant for Peabody School Presenter: Kerry Lafleur, Town Manager
XII.	8:20 PM	Town Manager's Report
XIII.	8:25 PM	Chair's Report
XIV.	8:30 PM	Select Board Liaison Reports
XV.		Adjournment

** Times are approximate and subject to change*

Upcoming Meetings:

Monday, February 24, 2025

Monday, March 3, 2025

Monday, March 17, 2025



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.



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 10, 2025

2

Open Reconvene Select Board Meeting

Requested by: SB Chair

Action Sought: Approve Call to Order

Proposed Motion(s)

Motion: Move to Open 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 10, 2025

3

Consent Agenda

Requested by: SB Chair

Action Sought: Approve

Proposed Motion(s)

Motion: Move to Approve Consent Agenda:

Consent Agenda:

- i. Minutes: February 3, 2025
- ii. Town Accountant Warrants: January 16, 2025; January 23, 2025
- iii. Gift Acceptance:
- iv. One Day Liquor Licenses:
 - a. Wines and Malt Beverages Only for Amy Caggiano of the Auxiliary of Emerson Hospital on Saturday, April 5, 2025 from 7:00 PM – 10:00 PM for “Emersong” Annual Acapella Festival at 51 Walden Performing Arts Center, 51 Walden Street



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 10, 2025

4

Select Board Appointments

Requested by: SB Chair

Action Sought: Approve

Proposed Motion(s)

Move to Approve Select Board Nominations and Reappointments:

Select Board Appointments and Reappointments:

- i. Frank (Rich) Feeley of 347 Lexington Road, to the new Tax Relief Evaluation Task Force with a corrected APP#10, Section VII(d) and (e) exception for a term ending April 30, 2026
- ii. Kathi O’Neil of 171 Deacon Hanes Road to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
- iii. Jon Piper of 30 Oak Road to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
- iv. Lynn Salinger of 75 Pleasant Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
- v. Ellen Quackenbush of 75 Pleasant Street to the new Tax Relief Evaluation Task Force with a corrected APP#10, Section VII(d) and (e) exception for a term ending April 30, 2026
- vi. Abby White of 851 Monument Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
- vii. Shannon Sweeney of 1443 Main Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
- viii. *Reappoint* Jennifer Hurley-Wales of 66 Old Marlboro Road to the West Concord Junction Cultural District Committee for a term ending May 31, 2028
- ix. *Reappoint* Keith Bergman of 56 White Avenue to the Concord Municipal Affordable Housing Trust (CMAHT) for a term ending May 31, 2027
- x. *Reappoint* Michael Lawson of 1695 Lowell Road to the Concord Municipal Affordable Housing Trust (CMAHT) for a term ending May 31, 2027

Board Action

Motion	Second	In favor	Opposed	Disposition



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 10, 2025

Re: One Day Liquor License for Amy Caggiano of the Auxiliary of Emerson Hospital

Included in your meeting packet is a One Day Liquor License application for Wines and Malt Beverages for Amy Caggiano of the Auxiliary of Emerson Hospital for "Emersong" Annual Acapella Festival on Saturday, April 5, 2025 from 7:00 PM to 10:00 PM at 51 Walden Performing Arts Center, 51 Walden Street.

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

Please reach out with any questions.

RECEIVED
JAN 21 2025

TOWN OF CONCORD
APPLICATION FOR ONE DAY SPECIAL LICENSE
FOR THE SALE OF WINES & MALT BEVERAGES/ALL ALCOHOLIC BEVERAGES
TOWN OF CONCORD
TOWN MANAGER'S OFFICE

Fee: \$75.00/per day - One Day All Alcoholic and/or Wines & Malt Beverages Only Amount Paid \$ 75.⁰⁰

The undersigned hereby applies for a One Day Special License in accordance with the provisions of the Statutes relating hereto:

CR#
3858

NAME: (please print) Amy Caggiano
COMPANY or organization: Auxiliary of Emerson Health
ADDRESS: 133 ORNAC, Concord, MA 01742
TELEPHONE: 781-454-6034
DATE(S) APPLIED FOR: April 5, 2025
EVENT: "Emersong" Annual Acapella Festival
HOURS OF OPERATION: 7:00-10:00 PM
PREMISES TO BE LICENSED: 51 Walden
ADDRESS OF PREMISE LICENSED: 51 Walden St, Concord, MA 01742

License is for the Sale of: All Alcoholic Beverages
Wines & Malt Beverages Only
Wines Only
Malt Beverages Only

The Licensed Activity or Enterprise is: For Profit
Non-Profit

Are the bartenders TIPS or equivalently trained? Yes No

Will there be people in attendance that are under the age of 21? Yes No

Is this the first one day special license secured by this organization? Yes No

If no, number of consecutive years licensed?
2017, 2018, 2019, 2020, 2023, 2024

Will there be more than 100 people in attendance? Yes No

If yes, the applicant agrees to contact the Police Department to determine whether traffic control coverage is necessary.
The traffic control coverage is provided at the expense of the applicant.

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 acknowledgment 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 Board of Selectmen, 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.

Signature of Applicant: Amy Caggiano Date: Jan. 21, 2025

For questions call Karen McCarthy 978-314-9697
mccarthypp@aol.com



TOWN OF CONCORD
APPOINTMENT POLICY
EXEMPTION

As a representative of the appointing authority for the **TAX RELIEF EVALUATION TASK FORCE** here by acknowledge the exemption of Ellen Quackenbush from the Dual Committee Appointment and Committee Transfers requirements as set out in the APP#10, Section VII(d) and (e) for the following reason(s):

A short term committee need with specific past experience and expertise that benefits the task force for a term to expire April 30, 2026.

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

Signed: _____

Appointing Authority: Select Board Chair

Date: February 10, 2025



TOWN OF CONCORD
APPOINTMENT POLICY
EXEMPTION

As a representative of the appointing authority for the **TAX RELIEF EVALUATION TASK FORCE** here by acknowledge the exemption of Frank (Rich) Feeley from the Dual Committee Appointment and Committee Transfers requirements as set out in the APP#10, Section VII(d) and (e) for the following reason(s):

A short term committee need with specific past experience and expertise that benefits the task force for a term to expire April 30, 2026.

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

Signed: _____

Appointing Authority: Select Board Chair

Date: February 10, 2025



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 10, 2025

5

Open Public Forum: Discuss 2229 Main Street Report – Support Letter to EPA

**Presenter: Paul Boehm, 2228 Main Street
Committee Chair**

Requested by: SB Chair

Action Sought: Open Public Forum

Proposed Motion(s)

Motion: Open Public Forum

Additional Information

Board Action

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



The 2229 Main Street Advisory Task Force: Report and Recommendations

Public Hearing
February 10, 2025

Analysis and Recommendations for
Possible Acquisition of the 2229 Main
Street Site Property

Executive Summary

A Report to the Concord Select Board

December 16, 2024

by

2229 Main Street Advisory Task Force

Task Force Members

Paul Boehm, Chair
Carrie Flood, Vice Chair
Frank (Rich) Feeley, Clerk
Court Booth
Kurt Herman
Pamela Hill
Gary Kleiman
Pamela Rockwell
David Ropeik
Karl Seidman

Town Staff

Christopher Carmody
Megan Zammuto

Select Board Liaison

Terri Ackerman



46 acres Total
ca. 20 areas developable
20+ acres of open space/natural resources
Available for development in 2029-2030



Location and Surrounding Properties

Site is adjacent to housing and active and passive recreation facilities



The Bottom Line- Our Recommendation

On October 15, 2024, the Task Force voted unanimously to make the following recommendation to the Select Board:

“The 2229 Main Street Task Force recommends that the Select Board move forward on the path towards potential acquisition of the 2229 Main Street property. In order to both take advantage of the opportunities for meeting the multiple needs of the Town as well as to more fully control the use of the property, the Task Force recommends that, while final remediation is still underway at the site, the Select Board should:

- 1) Formally express to the EPA an interest in potentially acquiring the property,*
 - 2) Direct Town Counsel to enter into negotiations with the EPA and DOJ and other parties to determine whether terms and conditions regarding financial matters and liability protections that the Select Board deem favorable to the Town can be achieved.*
 - 3) In parallel to the legal negotiations, include the Site in a multi-site planning process through which the specific uses and costs of development at the 2229 Main Street property can be determined.”*
-

This is essentially a “conditional recommendation” to acquire the Site at a later date to be determined and under certain conditions, i.e., when all of the legal, financial, and other determinative detail become fully known and are acceptable to the Select Board. These details can only be fully clarified through proceeding with formal discussions and negotiations with the Federal and State agencies and potentially with private parties.

Findings (4 areas)

- 1. Legal Issues:** With Town Counsel’s assistance we have identified all of the important legal issues that need to be resolved and found that there are suitable pathways for their resolution to the benefit of the Town.
 - ▶ Liens
 - ▶ Legacy liability protections
 - ▶ Method of acquisition
- 2. Safety and Health Risks (HHRA):** With assistance from outside consultant, Task Force determined that site will meet all state and federal health and safety standards for human health risks based on residential reuse criteria, **assuming** the cleanup proceeds as planned,
- 3. Needs and Reuse:** Building on to the “Master Plan” from the 2021 “Reuse Report”, the Task Force identified numerous important needs (and opportunities) of the Town and the public, some of which can be satisfied by reuse and development of the 2229 Main Street property. Once cleanup is sufficient for Town acquisition, the vast majority of the developable site would be safe for reuse and development.



Findings (4 areas)

4. **Ownership:** The Task Force

- ▶ Examined obligations of the Town as an owner, including:
 - Institutional Control Management
- ▶ The costs to provide a foundation for development of the site.
- ▶ Estimated potential tax revenues from private reuse; and
- ▶ Investigated grant and other funding sources that Concord might be able to access to offset any costs associated with acquiring and owning the site.



Nets Steps, Milestones, and Timeline

<u>Action/Milestone</u>	<u>Timing</u>
2025 (Initial Steps)	
1. Select Board Considers Recommendations	Q1, CY 2025
2. Select Board Issues "Letter of Interest" to EPA	Q1, CY 2025
3. Select Board Estimates Costs of Negotiations	Q1, CY 2025
4. Select Board Directs Town Counsel to Begin Negotiations	Q1, CY 2025
5. Select Board Initiates Site Reuse Planning	2025
2026-2027 (Actions)	
6. Select Board Implements Public Communication/Outreach Plan	2026-2027
7. Town Manager Develops Initial Site IC Management Plan and Budget	2026-2027
8. Town Manager pursue quotes for liability insurance	2026-2027
9. Town develops site preparation suggestions for <i>de maximis</i>	2026
10. Planning Board Develops warrant articles to adopt revised zoning	2026-2027
12. Site development budget and capital plan	2026-2028
13. Town begins outreach to interested 3 rd parties	2026-2027
14. Decision on Acquisition Made (Pending Completion of Cleanup)	2026-2027
2025-2030 (Ongoing and Milestones)	
15. Negotiations and Planning Continue	2025-2027
16. Site Cleanup Continues	2025-2029
17. 2229 MSOC Monitors Cleanup	2025-2029
18. "Remediation Completion" Report by EPA	2028/29
19. Institutional Controls Finalized by RPs and EPA	2028/29
20. Insurance policy in place	2029
21. Town concludes negotiations and acquires the site	2029
22. Post-Acquisition Site development initiated	2030



Institutional Controls

1. Prohibiting or Restricting Excavation in Areas where Soil Greater than 10 feet below ground surface exceeds Performance Standards
2. Prohibition on Pumping and Consumption of Contaminated Groundwater Until Cleanup Levels are Met
3. Prohibiting Disturbance of Extraction Wells and Groundwater Treatment System
4. Preventing Unacceptable Exposure to, and Disturbance of the Holding Basin Area.
5. Evaluation of vapor intrusion into possible future structures

Analysis and Recommendations for Possible Acquisition of the 2229 Main Street Site Property

Executive Summary

A Report to the Concord Select Board

December 16, 2024

by

2229 Main Street Advisory Task Force

Task Force Members

Paul Boehm, Chair
Carrie Flood, Vice Chair
Frank (Rich) Feeley, Clerk
Court Booth
Kurt Herman
Pamela Hill
Gary Kleiman
Pamela Rockwell
David Ropeik
Karl Seidman

Town Staff

Christopher Carmody
Megan Zammuto

Select Board Liaison

Terri Ackerman





Aerial photo of the 2229 Main Street Site November 11, 2024

Conservation area including the sphagnum bog in the foreground. Site cleanup (excavation, filling, and holding basin construction) shown in the clearing. Powder Mill Woods to the left.

Dedication

The report is dedicated to the late Carrie Flood, a long-time resident of Concord who provided over 35 years of dedicated service to the Town, and who served on this Task Force until her passing in August 2024. We honor her civic passion, her long service to the Town, and her contribution to the Task Force as Vice Chair.

Executive Summary

Purpose and The Assignment

In May 2023, the Concord Select Board appointed 9 members to the newly formed, 2229 Main Street Advisory Task Force (the Task Force) and charged the Task Force with making a recommendation on whether the Town should acquire the property at 2229 Main Street also referred to as the NMI/Starmet Superfund site. As stated in the Select Board's charge to the Task Force (see Appendix 1 for full text):

"The purpose of the 2229 Main Street Advisory Task Force is to recommend to the Select Board whether the Town should acquire the property at 2229 Main Street. Would this be a sensible business decision, and if so, how, when, and under what conditions should the Town acquire it?"

Although a Special Town Meeting in April 2015 authorized the Select Board *"..to acquire or take the Site by eminent domain, under terms and conditions agreeable to the Selectmen"*... at a future time, if and when the Select Board voted to do so, much additional information and detail was needed in several areas to support such a decision. The Select Board directed the Task Force to investigate and report on several important sets of issues providing the foundation for its recommendation:

"...to consider potential uses for the site as well as potential risk, liability, timing, costs, institutional controls, liens and other legal matters. The job of the Task Force is to thoroughly research these matters, seek public input, and then make recommendations to the Select Board".

The Work

To undertake this assignment the Task force focused and organized its work around four major topics.

- Legal Aspects – considered the potential legal pathways to acquisition and legal mechanisms by which the Town can reduce liabilities and risks of ownership.
- Human Health Risk analysis - worked with the Town's consultant hired to complete an independent Human Health Risk Assessment to assess remaining health risk after cleanup
- Reuse considerations - researched the potential for municipal uses of the site, private market interest in new uses and community needs to inform reuse options and scenarios.
- Ownership issues – researched the Town's obligations as an owner, estimated Town infrastructure and services costs under different reuse scenarios and potential funding sources and tools to help address these costs.

Work in these areas built on the foundation provided by the [NMI-Starmet-Re-use-Planning-Committee-Final-Report---April-2021](#), but the additional engagement of Town Counsel on legal issues and an outside consultant, Roux Associates for human health risk, enabled a much more detailed investigation of each of these areas. Task Force members were assigned to thoroughly research each of these four workstreams and bring those results to the entire Task Force for discussion. In doing so each workstream developed sets of questions that they needed to address and to develop methods to gather information. These questions, methodologies and sources of information are described in Sections 4 through 8 of this report.

As examples, methods of data collection included:

- Accessing publicly available information
- Relying on information from previous Town committee reports
- Consulting with Town of Concord officials
- Discussions with contractors and potentially interested private developers
- Consulting with officials from other Towns, which had acquired and developed remediated Superfund sites
- Consultations with Town counsel
- Others

The Task Force met bimonthly from May 11, 2023 until October 15, 2024; a total of 35 times.

The Bottom Line- Our Recommendation

On October 15, 2024, the Task Force voted unanimously to make the following recommendation to the Select Board:

“The 2229 Main Street Task Force recommends that the Select Board move forward on the path towards potential acquisition of the 2229 Main Street property. In order to both take advantage of the opportunities for meeting the multiple needs of the Town as well as to more fully control the use of the property, the Task Force recommends that, while final remediation is still underway at the site, the Select Board should:

- 1) Formally express to the EPA an interest in potentially acquiring the property,*
- 2) Direct Town Counsel to enter into negotiations with the EPA and DOJ and other parties to determine whether terms and conditions regarding financial matters and liability protections that the Select Board deem favorable to the Town can be achieved.*
- 3) In parallel to the legal negotiations, include the Site in a multi-site planning process through which the specific uses and costs of development at the 2229 Main Street property can be determined.”*

This is essentially a “conditional recommendation” to acquire the Site at a later date to be determined and under certain conditions, i.e., when all of the legal, financial, and other determinative detail become fully known and are acceptable to the Select Board. These details can only be fully clarified through proceeding with formal discussions and negotiations with the Federal and State agencies and potentially with private parties.

How and why did the Task Force arrive at this recommendation? The purpose of this report is to present the findings and rationale for this recommendations of the Task Force.

Summary of Findings and Basis of Our Recommendation

After conducting extensive work by the four workstreams aligned with the above topics, the Task Force developed and considered a set of *decision criteria* (described in Section 9) to support the strength of any potential recommendation and then evaluated several possible recommendations (Section 10). Our work led to the following overarching conclusions in each of the major topical areas, which, in turn led us to the positive recommendation, cited above:

Legal Issues: With Town Counsel’s assistance we have identified all of the important legal issues that need to be resolved and found that there are suitable pathways for their resolution to the benefit of the Town. These issues include understanding, identifying, or resolving/negotiating:

- Site ownership-Property Title
- Property Liens
- Potential Methods of Town acquisition
- Liability Issues and risks, which may relate to:
 - known pollutants on the site,
 - presently unknown ‘legacy’ pollutants,
 - maintenance of Institutional Controls,
 - the possibility of future claims or regulatory developments,
 - and other liabilities that exist on all Town properties
- Legal risk mitigation methods

The Task Force found that strong liability protections can be available to the Town through several mechanisms that the EPA affords municipalities who acquire Superfund sites. Such protections are only established and enforceable as a result of legal negotiations.

Details of these issues and pathways to resolution are described in Section 4.

Safety and Health Risks: Through a rigorous independent study conducted by Roux Associates, the consultant to the Town, with oversight by the Task Force, a “post-cleanup” human health risk assessment (HHRA) was conducted (see Sections 5 and Appendix 5.1). Roux used projected post-cleanup conditions at the Site and actual data from areas that have been cleaned up. After review of results, the Task Force concluded that, assuming the cleanup proceeds as planned, all parts of the site - with certain use restrictions in place based on “Institutional Controls” (see Sections 7 and 12 and Appendix 7.1) - will meet all state and federal health and safety standards for human health risks based on residential reuse.

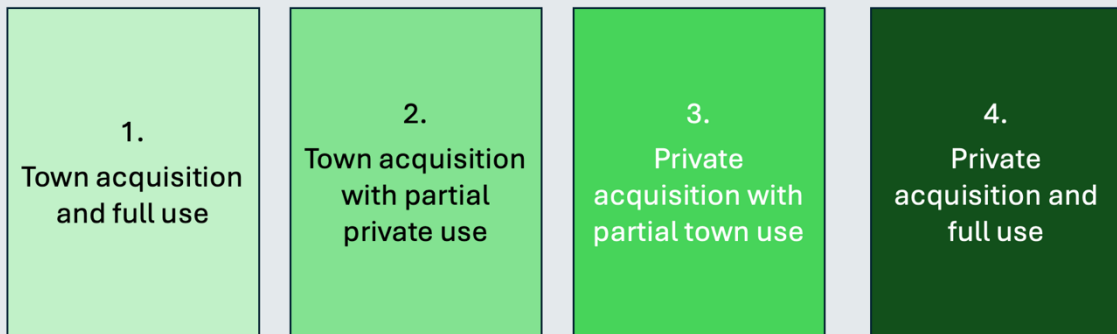
The HHRA process builds in many layers of “conservatism” to assess whether Site cleanups are highly protective of human health. The HHRA methodology purposefully includes conservative assumptions unlikely to actually occur. The Task Force is confident that the HHRA was performed using well-established methodologies to evaluate potential human health exposures and risks.

Needs and Reuses: Through extensive interviews, conducted research, updating information, and building on to the “Master Plan” from the 2021 “Reuse Report”, the Task Force identified numerous important needs of the Town and the public, some of which can be satisfied by reuse and development of the 2229 Main Street property. The findings of HHRA supported the additional conclusion that, once cleanup is sufficient for Town acquisition, the vast majority of the developable site would be safe for reuse and development.

The Task Force assessed both public and private sector need/demand for various uses to ensure that options would not only be feasible, but also desirable. Possible uses include both municipal

and private development to meet these needs as well as a large unique ecological habitat that would provide conservation areas for passive recreation. In its recommendation, the Task Force suggested that, even though current estimates are that the Site will not be available for development until 2029/2030, planning for Site reuse should begin in the near future in parallel with the legal negotiations.

A range of reuse scenarios



Building on the ‘Master Plan’ concept in the 2021 report, the 2229 Main Street Task Force also considered how current and potential zoning considerations could influence reuse decisions.

Several different ownership scenarios are possible, depending on the Task Force’s recommendations and on the Select Board’s decisions on acquisition. The acquisition decision and details about subsequent ownership would probably have the largest impact on potential redevelopment uses.

Further details are provided in Section 6 of this report and in Appendices 6.1 and 6.2.

Ownership: In order to determine and report on the Town’s obligations and potential costs of ownership, the Task Force examined:

- The responsibilities of managing and ensuring compliance with the Institutional Controls (ICs) established as part of the site’s clean-up plan.
- The estimated costs in managing the ICs as described in Section 12 of this report.
- The likely infrastructure improvements needed and associated costs for Concord to prepare the site for reuse regardless of the specific uses that are derived from Site

planning (i.e., roads and sidewalks stormwater and wastewater systems, and distribution networks to connect to water, electric and telecommunication services).

- Additional Town operating costs to maintain new town-owned infrastructure at the site and to provide town services to uses at the site.
- Potential tax revenues from private reuse; and
- Grant and other funding sources that Concord might be able to access to offset any costs associated with acquiring and owning the site.

Through an understanding of obligations and responsibilities the Task Force is confident that the Town can responsibly become a good steward and manager of the site after taking ownership, including, but not limited to safeguarding the remediation systems that will be left in place at the site as defined by the Institutional Controls (see Section 7) that will be part of the final cleanup of the Site. The Task Force developed a proposal for how the Town might organize and assign responsibilities to ensure that these Institutional Controls in place were well-managed. (see Section 12).

In addition, we have jump-started the budgeting process, should the Town move to acquire the site, by estimating some of the initial infrastructure costs needed for development of the site. These preliminary estimates will need to be updated as more detailed reuse plans are developed.

Cleanup Status: Final remediation of the Site is well underway, as briefly summarized in Section 2 of the report. And will take place over the next 4-5 years with all aspects of the remediation related to reuse of the Site completed by ca. 2029 and turnover to a new owner at that time. In the Task Force's opinion, as well as that of our sister committee, the 2229 Main Street Oversight Committee, through its close scrutiny of plans and progress, we are confident that the site will be remediated to residential standards as required by the Consent Decree binding all responsible parties. That progress needs to be monitored and confirmed. The site will be turned over to the new owner only after cleanup goals have been met.

Additional Comment: Through informal conversations with EPA and DOJ staff the Task Force is confident that the relationship with the Federal and State agencies and their desire to see the Town take ownership of the Site can lead to a favorable set of conditions for acquisition.

Structure of the Report

This report has three basic parts. The first is *Introduction*. Sections 1,2,3 (above) provide an overall introduction to and context for the Task Force's work and presents brief, summarized background information on the NMI/Starmet site (2229 Main Street), the Town's involvement, and remediation activities to date.

The *Findings* of the Task Force, representing the result of our research and consultations with others is then presented in the second part of the report - Sections 4-8 - through details of the four areas of investigation, relevant to meeting the goals set by Select Board for the Task Force.

The third part of the report includes the Task Force's *Recommendations and Next Steps*. This final group presents not only our recommendations to the Select Board, addressing the overall charge to the Task Force, but also provides advice on a series of recommended next steps including suggested Institutional Control Management and Risk Communication Plans.



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 10, 2025

6

**Public Hearing for New Liquor License for
Dario's Concord, 10 Concord Crossing**

**Presenter: Attorney Andrew Sprow and
Elmer Melendez, Owner**

Requested by: SB Chair

Action Sought: Approve

Proposed Motion(s)

Motion: Approve New Liquor License for Dario's Concord

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 10, 2025

Re: Application for New Liquor License – Dario’s Concord, 10 Concord Crossing

Included in your meeting packet is an ABCC Liquor License application for a new All-Alcohol On-Premise Liquor License for Dario’s Concord, to be located at 10 Concord Crossing. The applicant is Elmer Melendez, who is a current liquor licensee in Town at Bandoleros. Mr. Melendez is represented by Attorney Andrew Sprow. They are both here tonight to present and answer questions on the application.

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.

LAW OFFICES OF
STEVEN M. VAILLANCOURT

279 Main Street, Fitchburg, MA 01420

(978) 353-8608

Licensed in MA and NH

Steven M. Vaillancourt, Esq.

Daniel G. Saltzman, Esq. (Admitted in MA)
Andrew Sprow, Esq. (Admitted in MA)

Direct: (978) 578-7851
Facsimile: (603) 589-1193
andrew@vaillancourtlaw.com

January 17, 2025

By Hand

Ms. Shannon McAndrew
Senior Administrative Assistant
Town of Concord
22 Monument Square
Concord, MA 01742



**Re: Application for a New Liquor License;
Applicant: Darios Concord Inc.**

Dear Ms. McAndrew:

Enclosed please find Application for a New License along with attendant documentation in behalf of Darios Concord Inc. Also enclosed is a check to the Town of Concord in the amount of \$200.00. Further, enclosed is a separate ABCC Change of Manager Application to fulfill the municipal requirement for the appointment of an Alternate Manager of Record. Kindly file in your usual manner and please do not hesitate to contact the undersigned should there be any questions.

Thank you for your courtesy and attention.

Very truly yours,

A handwritten signature in black ink that reads "Andrew Sprow".

Andrew Sprow, Esq.

AVS/
enclosures
cc: Mr. Elmer Melendez

Listing of Documents Filed

Application for a New License Darios Concord Inc.

1. Application for New License (with Continuation Pages);
2. Corporate Vote;
3. ABCC Monetary Transmittal Form;
4. ABCC Filing Fee Payment Confirmation;
5. Articles of Organization;
6. Statement of Change of Supplemental Information Contained in Article VIII of Articles of Organization;
7. CORI Authorization Forms and Driver's Licenses (Elmer Melendez; Robert Novacek);
8. Proof of Citizenship for Robert Novacek (US Passport);
9. Supporting Financial Records;
10. Commercial Lease of Premises;
11. Floor Plan of Premises;
12. Certificate of Tax Compliance – Massachusetts Department of Revenue
13. TIPS Certification Forms (Robert Novacek; Elmer Melendez)

(N.B. - Certificate of Compliance from the Massachusetts Department of Unemployment Assistance is not filed with this application as the applicant has not, as of yet, hired any employees.)

Your Information

Payment

Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: b28d185e-897f-4cf1-9316-5dbf3610507d

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Darios Concord Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.18

Total Amount Paid: \$204.18

Date Paid: 11/14/2024 10:01:44 AM EDT

Payment On Behalf Of

License Number or Business Name:
Darios Concord Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Steven

Last Name:
Vaillancourt

Address:
279 MAIN ST.

City:
FITCHBURG

State:
MA

Zip Code:
01420

Email Address:
steve@vaillancourtlaw.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

APPLICATION FOR A NEW 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 checked="" 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 type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

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

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.

Applicant seeks an on premises, all alcoholic beverages license for restaurant and bar to be opened at 10 Concord Crossing (a/k/a 178 Sudbury Road), Concord, MA 01742. The business concern intends to operate a full service restaurant and bar serving lunch and dinner, which may also offer takeout service. The restaurant will be Italian fare themed. The intended hours of operation are as follows: Sunday through Thursday from 11:00 a.m. until 9:00 p.m.; Friday and Saturday from 11:00 a.m. until 10:00 p.m.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name	<input type="text" value="Darios Concord Inc."/>	FEIN	<input type="text" value="93-4351391"/>
DBA	<input type="text" value="Darios Concord"/>	Manager of Record	<input type="text" value="Robert Novacek"/>
Street Address	<input type="text" value="10 Concord Crossing, Concord, MA 01742"/>		
Phone	<input type="text" value="(978) 413-3959"/>	Email	<input type="text" value="famelendez6@gmail.com"/>
Alternative Phone	<input type="text"/>	Website	<input type="text"/>

3. 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. You must also submit a floor plan.

Total Square Footage:	<input type="text" value="6,100"/>	Number of Entrances:	<input type="text" value="6"/>	Seating Capacity:	<input type="text" value="186"/>
Number of Floors	<input type="text" value="1"/>	Number of Exits:	<input type="text" value="6"/>	Occupancy Number:	<input type="text" value="221"/>

4. APPLICATION CONTACT

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

Name:	<input type="text" value="Andrew Sprow, Esq."/>	Phone:	<input type="text" value="(978) 578-7851"/>
Title:	<input type="text" value="Attorney at Law"/>	Email:	<input type="text" value="andrew@vaillancourtlaw.com"/>

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	11/02/2023
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

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, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

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

Name of Principal	Residential Address	SSN	DOB
Elmer Melendez	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President, Treasurer, and Director	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Robert Novacek	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<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

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<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

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<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

APPLICATION FOR A NEW LICENSE

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
See Continuation Page 6 Attached Hereto			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
See Continuation Page 6 Attached Hereto			

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. 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

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	\$250,000.00
C. Other * (Please specify below)	\$500,000.00
D. Total Cost	\$750,000.00

*Other Cost(s): (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
Elmer Melendez (personal funds)	\$250,000.00
Period RT LLC (contribution by landlord pursuant to lease)	up to \$500,000.00
Total	\$750,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<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.

Applicant's principal, Elmer Melendez, has contributed personal funds from his banking accounts in the amount of \$250,000.00. Said funds shall be expended on fixtures, furniture, equipment and the like. Pursuant to the terms of Paragraph 4 of the Lease and in support of the business venture, Landlord, Period RT LLC, shall provide up to \$500,000.00 as a "Tenant Improvement Allowance" which funds shall be used to renovate the physical premises, and to outfit and repair existing fixtures, furniture, and equipment.

9. 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?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
Have you ever been convicted of a state, federal, or military crime? Yes No
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
		See Affidavit Hereto Attached	

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
		See Continuation Page 10C.		

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

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 11.

Yes No

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

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

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, 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 licenses?

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, 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

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

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

Applicant's principal has successfully owned and operated restaurant and bar facilities in the local vicinity since 2007.

APPLICANT'S STATEMENT


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

of Darios Concord Inc.
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 01/15/2025

Title: President

Continuation Page

Application for a New License
Darios Concord Inc.

3. Description of the Premises

Premises consist of a single floor located on street level. There is a bar dining area along with three further dining areas containing a total of 186 seats. Premises include kitchen, food preparation area, cook line area, dishwashing room, walk-in freezer, walk-in cooler, beer cooler, wine cellar, three service stations, two mechanical rooms, three storage rooms, men's restroom, women's restroom, family restroom, employees' restroom, and office. There are six points of ingress and egress with four being located at the front of the premises and two being located at the rear of the premises. Patron parking is provided for in the lot located at Concord Crossing which is adjacent to the premises.

Continuation Page

**Application for a New License
Darios Concord Inc.**

6A. Interest In An Alcoholic Beverages License

<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
Elmer Melendez	Section 12 Restaurant	Melendez Magana, Inc.	Concord
Elmer Melendez	Section 12 Restaurant	Dario's On Main Inc.	Fitchburg
Elmer Melendez	Section 12 Restaurant	Tacos Tequilas Inc.	Fitchburg
Elmer Melendez	Section 12 Restaurant	Mexican Grill, Inc.	Devens

6B. Previously Held Interest In An Alcoholic Beverages License

<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
Elmer Melendez	Section 12 Restaurant	Melendez Magana, Inc.	Lunenburg
Elmer Melendez	Section 12 Restaurant	Dario's Diner, Inc.	Fitchburg

(N.B. – Melendez Magana, Inc. has ceased operations in Lunenburg and Certificate of Cancellation of Liquor License has been issued. Dario's Diner, Inc. has ceased operations in Fitchburg and the Liquor License has been surrendered to the municipality.)

Continuation Page

Application for a New License
Darios Concord Inc.

6. Proposed Officers, Stock or Ownership Interest

Criminal History

AFFIDAVIT OF ELMER MELENDEZ

I, the undersigned affiant, after being duly sworn, do depose and state as follows:

1. My name is Elmer Melendez and I reside at [REDACTED] Gardner, Massachusetts. I am the president, treasurer, the sole shareholder, and a director of Darios Concord Inc. This affidavit is submitted in support of Application for New License of Darios Concord Inc.
2. In late 2010 I was arrested and charged, in the Middlesex District Court, Concord Division, with Operating Under the Influence of Intoxicating Liquor. I was convicted of that charge in said Court. My belief is that I was also charged with a marked lanes violation. I was sentenced to a period of probation and was required to complete a driver alcohol education program in addition to the payment of assessed fines and fees. My probation was terminated following my completion of the probationary period, completion of the education program, and payment of the fines and fees.

Signed under the pains and penalties of perjury this 15TH day of
JANUARY, 2025.



Elmer Melendez

Continuation Page

Application for a New License
Darios Concord Inc.

6. Proposed Officers, Stock or Ownership Interest

10. Manager Application

Criminal History

AFFIDAVIT OF ROBERT NOVACEK

I, the undersigned affiant, after being duly sworn, do depose and state as follows:

1. My name is Robert Novacek and I reside at [REDACTED] Lunenburg, Massachusetts. I am the applicant for liquor license manager and am a director of Darios Concord Inc. This affidavit is submitted in support of Application for New License of Darios Concord Inc.

2. In 1994 I was arrested and charged, in the Bristol County District Court, Fall River Division, with operating under the influence of liquor, operating to endanger, compulsory insurance violation, and possession of a class B controlled substance. A guilty finding was entered with regard to the operating under the influence of liquor charge on March 6, 1995. On that same date each of the other listed charges were continued without a finding for a one year probationary period. During the period of probation I failed to complete one of the conditions of my probation which was an educational component and each of the continued without a finding charges was converted to conviction status. My probation based upon these charges was terminated by the court. I have been previously approved as a liquor license manager by the ABCC with the existence of the charges listed in this affidavit.

Signed under the pains and penalties of perjury this 15TH day of

JANUARY, 2025.



Robert Novacek

Continuation Page

Application for a New License
Darios Concord Inc.

10. Manager Application

C. Employment Information (Robert Novacek)

<u>Dates</u>	<u>Position</u>	<u>Employer</u>	<u>Supervisor</u>
05/2023 - Present	Dir. of Operations	Dario's On Main Inc. 655 Main Street Fitchburg, MA 01420	Elmer Melendez
09/2018 – 05/2023	Director of Food and Beverage	Boston Billiard Club & Casino 55 Northeastern Blvd Nashua, NH 03062	Kurt Pearson
04/2018 – 09/2018	General Manager	Applebee's Grill & Bar 251 Main Street Leominster, MA 01453	Mike Callendarillo
03/2014 – 04/2018	General Manager	Applebee's Grill & Bar 50 Drum Hill Road Chelmsford, MA 01824	Mike Callendarillo
01/2005 – 03/2014	General Manager	Olive Garden Restaurant 3 Orchard Hill Park Drive Leominster, MA	Karen Charlesworth

ENTITY VOTE

The Board of Directors or LLC Managers of Entity Name

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

For the following transactions (Check all that apply):

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

"VOTED: To authorize Name of Person

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

"VOTED: To appoint Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

ELMER MELENDEZ
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

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

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:
\$250.00

Identification Number: 001718586 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

DARIOS CONCORD INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CWP	0.01	10,000	100	10,000

ARTICLE IV

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

ARTICLE V

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

Other lawful provisions, and if there are no provisions, this article may be left blank.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: MARK S MUELLER

Number and street: 1205 CENTRAL STREET

Address 2:

City or town: LEOMINSTER

State: MA

Zip code: 01453

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	ELMER MELENDEZ	
TREASURER	ELMER MELENDEZ	
SECRETARY	ELMER MELENDEZ	
DIRECTOR	ELMER MELENDEZ	

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

FULL SERVICE RESTAURANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 1205 CENTRAL STREET

Address 2:

City or town: LEOMINSTER State: MA Zip code: 01453
Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 1205 CENTRAL STREET

Address 2:

City or town: LEOMINSTER State: MA Zip code: 01453

Country: UNITED STATES

Which is:

- its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

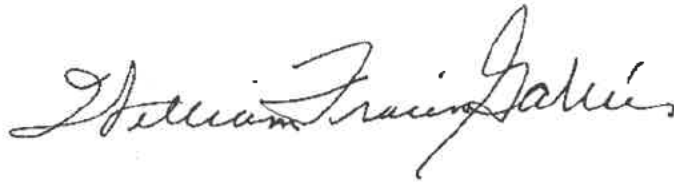
Signed this 2 Day of November, 2023 at 15:11 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

JOYCE WOODS

THE COMMONWEALTH OF MASSACHUSETTS

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

November 02, 2023 03:56 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

D
PC

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Statement of Change of Supplemental
Information Contained in Article
VIII of Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02 and Section 8.45; 950 CMR 113.17)

(1) Exact name of the corporation: Darios Concord Inc.

(2) Current registered office address: 1205 Central Street, Leominster, MA 01453
(number, street, city or town, state, zip code)

(3) The following supplemental information has changed:

(check appropriate box)

Names and addresses of the directors, president, treasurer and secretary (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Elmer Melendez

Treasurer: Elmer Melendez

Secretary: Elmer Melendez

Director(s): Elmer Melendez; Robert Novacek

Fiscal year end: _____
(month, day)

Principal office address: _____
(number, street, city or town, state, zip code)

Type of business in which the corporation intends to engage:

Other:

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

Signed by:



(signature of authorized individual)

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 16th day of August, 2024.

THE COMMONWEALTH OF MASSACHUSETTS

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

October 07, 2024 01:14 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
 CHAIRMAN

CORI REQUEST FORM

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>		LICENSEE NAME:	Darios Concord Inc.	CITY/TOWN:	Concord
---	--	----------------	---------------------	------------	---------

APPLICANT INFORMATION

LAST NAME:	Melendez	FIRST NAME:	Elmer	MIDDLE NAME:	O.
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	El Salvador		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:		WEIGHT:	
				EYE COLOR:	Green
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:					
FORMER ADDRESS:					
CITY/TOWN:	[REDACTED]				

PRINT AND SIGN

PRINTED NAME:	Elmer Melendez	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	--

NOTARY INFORMATION

On this JANUARY 15, 2025 before me, the undersigned notary public, personally appeared Elmer Melendez
 (name of document signer), proved to me through satisfactory evidence of identification, which were 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



Steven M. Vaillancourt
 NOTARY PUBLIC
 Commonwealth of Massachusetts
 My Commission Expires
 October 5, 2029

DIVISION USE ONLY

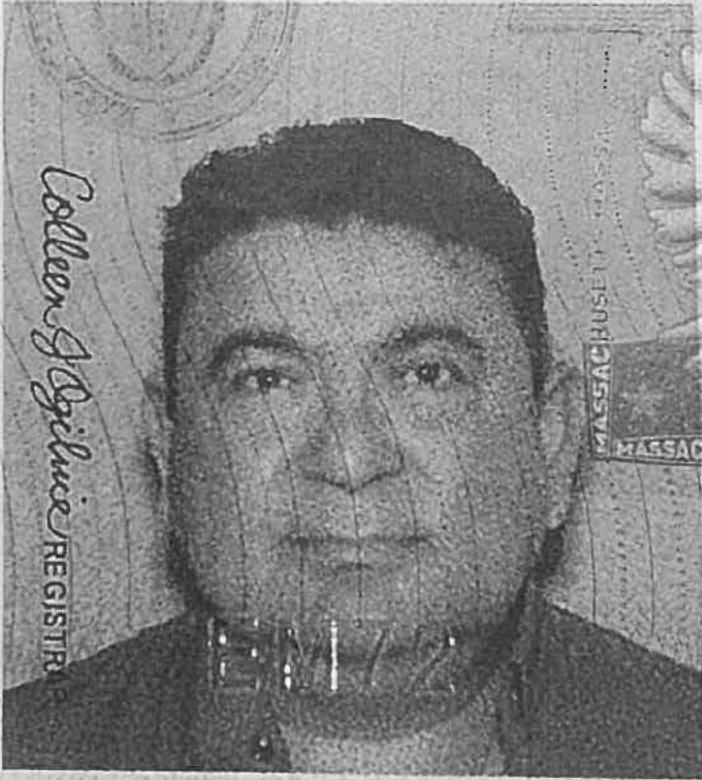
REQUESTED BY:	
	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCII. 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 DCII via mail or by fax to (617) 650-4614.

MASSACHUSETTS LIMITED-TERM

DRIVER'S LICENSE

USA
EM77



Colleen Spilner
REGISTRAR

4a ISS
06/04/2024

4b EXP
03/09/2025

9 CLASS 12 REST
D NONE

4d NUMBER
3 [REDACTED]

1 MELENDEZ
2 ELMER OVIDIO

8 [REDACTED]

[REDACTED]

[REDACTED]

5 DD 06/04/2024 Rev 02/22/2016



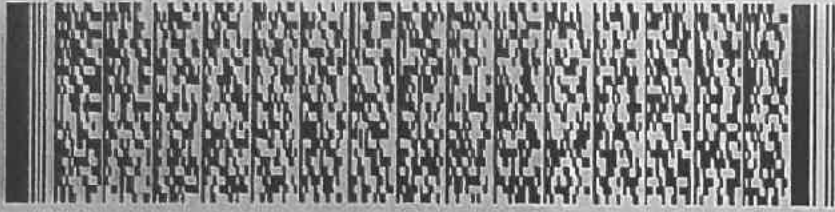
24157S870
762020601

www.mass.gov/rmv
MA 02/22/2016

07/26/1972

CLASS -

D: Small vehicle less than
26,001 lbs, except school
bus.



ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE

CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK.





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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>	LICENSEE NAME: Darios Concord Inc.	CITY/TOWN: Concord
---	------------------------------------	--------------------

APPLICANT INFORMATION

LAST NAME: Novacek	FIRST NAME: Robert	MIDDLE NAME: Richard
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Chicago, Illinois	
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]	
FORMER ADDRESS:	[REDACTED]	
CITY/TOWN:	[REDACTED]	

PRINT AND SIGN

PRINTED NAME: Robert Novacek	APPLICANT/EMPLOYEE SIGNATURE: [Handwritten Signature]
------------------------------	---

NOTARY INFORMATION

On this JANUARY 15, 2025 before me, the undersigned notary public, personally appeared Robert Novacek
(name of document signer), proved to me through satisfactory evidence of identification, which were 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.

[Handwritten Signature]
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.





Steven M. Vaillancourt
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 5, 2029

MASSACHUSETTS DRIVER'S LICENSE
NOT FOR FEDERAL ID

4a ISS 09/10/2023 4d NUMBER [REDACTED]
4b EXP 10/31/2028 3 [REDACTED]
CLASS D 12 REST NONE 9a END NONE

1 **NOVACEK**
2 **ROBERT R**
9 [REDACTED]

Colleen Spillane







22255115
27900601

www.mass.gov/rmv
MA 02/22/2016
10/31/1983
CLASS -
D: Small vehicle less than
26,001 lbs, except school
bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE

CHANGE OF ADDRESS, PRINT BELOW, PERMANENT INK



We the People

Of the United States

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



[Handwritten Signature]
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA



Type / Type / Tipo: **p** / Code / Code / Código: **USA** / Passport No. / No. de Pasaporte / No. de Pasaporte: [REDACTED]
Surname / Nom / Apellido: **NOVACEK**
Given Names / Prénoms / Nombres: **ROBERT R**
Nationality / Nationalité / Nacionalidad: **UNITED STATES OF AMERICA**
Date of birth / Date de naissance / Fecha de nacimiento: [REDACTED]
Place of birth / Lieu de naissance / Lugar de nacimiento: **ILLINOIS, U.S.A.**
Date of issue / Date de délivrance / Fecha de expedición: **26 Jan 2016**
Date of expiration / Date d'expiration / Fecha de caducidad: **25 Jan 2026**
Endorsements / Mentions Spéciales / Añotaciones: **SEE PAGE 27**
Sex / Sexe / Sexo: **M**
Authority / Autorité / Autoridad: **United States**
Department of State
USA



ELMER O MELENDEZ

Deposit Account Information

Account: CK-XXXXXXXX1053
 Current Balance: \$237,885.46
 Status: Active
 Titles: [REDACTED]
 Elmer O Melendez

Class Code: 110
 Ownership: Joint
 Rate: 0.683%
 Nick Name:
 Available Balance: \$237,885.46
 ODP/OD Limit/Sweep: Y
 Total Limit: \$1,500.00
 Limit Available: \$1,500.00

Closeout Balance: \$237,896.32

Account: CK-XXXXXXXX0517
 Current Balance: \$36,025.17
 Status: Active
 Titles: [REDACTED]
 Concord Bandoleros

Class Code: 150
 Ownership: Authorized Signer
 Rate: 0.000%
 Nick Name: [REDACTED]
 Available Balance: \$36,025.17
 ODP/OD Limit/Sweep: Y
 Total Limit: \$2,500.00
 Limit Available: \$2,500.00

Closeout Balance: \$36,025.17

Account: CK-XXXXXXXX1041
 Current Balance: \$16,071.27
 Status: Active
 Titles: [REDACTED]

Class Code: 150
 Ownership: Authorized Signer
 Rate: 0.000%
 Nick Name: [REDACTED]
 Available Balance: \$16,071.27
 ODP/OD Limit/Sweep: Y
 Total Limit: \$2,000.00
 Limit Available: \$2,000.00

Closeout Balance: \$16,071.27

Account: CK-XXXXXXXX4755
 Current Balance: \$6,848.50
 Status: Active
 Titles: [REDACTED]

Class Code: 150
 Ownership: Authorized Signer
 Rate: 0.000%
 Nick Name: [REDACTED]
 Available Balance: \$6,848.50
 ODP/OD Limit/Sweep: Y
 Total Limit: \$2,500.00
 Limit Available: \$2,500.00

Closeout Balance: \$6,848.50

Account: CK-XXXXXXXX1772
 Current Balance: \$102,254.13
 Status: Active
 Titles: [REDACTED]

Class Code: 150
 Ownership: Authorized Signer
 Rate: 0.000%
 Nick Name: [REDACTED]
 Available Balance: \$102,254.13
 ODP/OD Limit/Sweep: Y
 Total Limit: \$2,500.00
 Limit Available: \$2,500.00

Closeout Balance: \$102,254.13

Account: CK-XXXXXXXX8958
 Current Balance: \$10,637.52
 Status: Active
 Titles: [REDACTED]

Class Code: 150
 Ownership: Authorized Signer
 Rate: 0.000%
 Nick Name: [REDACTED]

Elmer O. Melendez

Available Balance: \$10,637.52
ODP/OD Limit/Sweep: Y
Total Limit: \$2,500.00
Limit Available: \$2,500.00

Closeout Balance: \$10,637.52

Account: CK-XXXXXXXX7142
Current Balance: \$17,882.47
Status: Active
Titles: [REDACTED]

Class Code: 150
Ownership: Authorized Signer
Rate: 0.000%
Nick Name: [REDACTED]
Available Balance: \$17,882.47
ODP/OD Limit/Sweep: Y
Total Limit: \$2,100.00
Limit Available: \$2,100.00

Closeout Balance: \$17,882.47

Account: CK-XXXXXXXX7159
Current Balance: \$3,435.21
Status: Active
Titles: [REDACTED]

Class Code: 150
Ownership: Authorized Signer
Rate: 0.000%
Nick Name: [REDACTED]
Available Balance: \$3,435.21
ODP/OD Limit/Sweep: Y
Total Limit: \$2,500.00
Limit Available: \$2,500.00

Closeout Balance: \$3,435.21

Account: SV-XXXXXXXX3868
Current Balance: \$41,497.20
Status: Active
Titles: Elmer O Melendez

Class Code: 200
Ownership: Joint
Rate: 0.050%
Nick Name: [REDACTED]
Available Balance: \$41,492.20
ODP/OD Limit/Sweep: N
Total Limit: \$0.00
Limit Available: \$0.00

Closeout Balance: \$41,497.53

Account: SV-XXXXXXXX0498
Current Balance: \$131.08
Status: Active
Titles: [REDACTED]

Class Code: 250
Ownership: Authorized Signer
Rate: 0.050%
Nick Name: [REDACTED]
Available Balance: \$131.08
ODP/OD Limit/Sweep: N
Total Limit: \$0.00
Limit Available: \$0.00

Closeout Balance: \$131.08

Account: SV-XXXXXXXX1033
Current Balance: \$513.33
Status: Active
Titles: [REDACTED]

Class Code: 250
Ownership: Authorized Signer
Rate: 0.050%
Nick Name: [REDACTED]
Available Balance: \$508.33
ODP/OD Limit/Sweep: N
Total Limit: \$0.00
Limit Available: \$0.00

Closeout Balance: \$513.34

Account: SV-XXXXXXXX4747
Current Balance: \$516.60
Status: Active
Titles: [REDACTED]

Class Code: 250
Ownership: Authorized Signer
Rate: 0.050%
Nick Name: [REDACTED]
Available Balance: \$516.60
ODP/OD Limit/Sweep: N
Total Limit: \$0.00
Limit Available: \$0.00

Closeout Balance: \$516.61

Account: SV-XXXXXXXX1764
Current Balance: \$1,321.71
Status: Active
Titles: [REDACTED]

Class Code: 250
Ownership: Authorized Signer
Rate: 0.050%
Nick Name: [REDACTED]
Available Balance: \$1,316.71
ODP/OD Limit/Sweep: N
Total Limit: \$0.00
Limit Available: \$0.00

Closeout Balance: \$1,321.72

Account: SV-XXXXXXXX8966
Current Balance: \$646.78
Status: Active
Titles: Elmer O. Melendez

Class Code: 255
Ownership: Authorized Signer
Rate: 3.500%
Nick Name: [REDACTED]
Available Balance: \$641.78
ODP/OD Limit/Sweep: N
Total Limit: \$0.00
Limit Available: \$0.00

Closeout Balance: \$647.15

Account: SV-XXXXXXXX0770
Current Balance: \$508.87
Status: Active

Class Code: 255
Ownership: Authorized Signer
Rate: 3.500%



WORKERS
CREDIT UNION

Banking that works.

Titles: [REDACTED]

Nick Name: [REDACTED]
Available Balance: \$503.87
ODP/OD Limit/Sweep: N
Total Limit: \$0.00
Limit Available: \$0.00

Closeout Balance: \$509.16

Totals for Deposit Accounts

Current Balance:	\$476,175.30	Available Balance:	\$476,150.30
Closeout Value:	\$476,187.18	Deposit AWR:	0.350%
Number of Accounts:	15		

Totals for All Accounts

Deposit Balance:	\$476,175.30	Deposit AWR:	0.354%
		Number of Accounts:	15

*** End of Report ***

LEASE

This lease is made by and between Period RT LLC, a Massachusetts limited liability company ("Landlord"), and Darios Concord Inc, a Massachusetts corporation ("Tenant").

WHEREAS, the parties hereto desire to enter into a leasing transaction relating to the premises described below, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration for their mutual agreements contained herein, and intending to be bound hereby, the undersigned hereby agree as follows:

1. Agreement to Lease: Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the provisions hereinafter set forth, the following premises (the "Premises"):

Approximately 6,100 rentable square feet of space, as shown on the floor plan attached as Exhibit A hereto (with the boundary of the Premises outlined in green), consisting of the first floor of the building (the "Building") located at 10 Concord Crossing, Concord, Massachusetts (a/k/a 178 Sudbury Road, Concord, Massachusetts) (the Building, along with the buildings located at 26-34 Concord Crossing, 25-39 Concord Crossing, and 23-25 Love Lane, and also along with all associated land, as shown on the site plan attached as Exhibit B hereto [with the boundary of such land outlined in yellow], are in combination referred to herein as the "Property"). The Premises are known as 10 Concord Crossing, First Floor, Concord, Massachusetts.

The Premises are leased together with the non-exclusive right to use, in common with all others entitled thereto, the common driveways, parking spaces (excluding parking spaces that are from time to time designated on site as reserved for use by others), and walkways on the Property that serve the Premises. Notwithstanding the foregoing, however, Landlord reserves the rights (a) to place, temporarily or permanently, in, over, upon or under the Premises, in such manner as will not unreasonably interfere with Tenant's use of the Premises, utility fixtures, lines, pipes, wires, conduits, ducts and the like, to serve the Premises and/or other portions of the Property, and to replace, maintain and repair all utility fixtures, lines, pipes, wires, conduits, ducts and the like, now or hereafter located in, over, upon and under the Premises that serve other portions of the Property, and (b) to alter the layout, modify the use, or otherwise change in any respect the common driveways, parking areas, and walkways, and any of the other common areas of the Property. The Premises are leased subject to all existing encumbrances of record, if any.

2. Term. The term of this lease shall begin on the Commencement Date (as defined below) and shall expire on the last day of the tenth Lease Year (as defined below). For the purposes hereof,

"Commencement Date" shall mean February 1, 2024; and

“Lease Year” shall have the following meaning: the first Lease Year shall be the period commencing on the Commencement Date and continuing until the date that is one day prior to the first anniversary of the Rent Commencement Date (as defined in Section 3 below), provided that if the Rent Commencement Date falls on a day other than the first day of a calendar month, then the first Lease Year shall also include the remainder of the calendar month that contains the first anniversary of the Rent Commencement Date (the first Lease Year will be approximately 18 months); and each subsequent Lease Year shall be the period of one year commencing on the day immediately following the conclusion of the preceding Lease Year.

If (but only if) Tenant is not in default in the performance, fulfillment or observance of any of the provisions of this lease, both as of the date of exercise of the below described options and as of the commencement of an Extension Term (as defined below), Tenant may at its option extend the term of this lease two times for a period of exactly five years each (each, an “Extension Term”) by written notice that is actually received by Landlord at least 12 months prior to the expiration of the then term of this lease. Tenant shall have no option to extend the term of this lease, and at Landlord’s election any purported extension shall be void, unless Tenant has the right to extend and does extend the term of this lease strictly in accordance with the provisions of the preceding sentence. If the term of this lease is extended as provided above, all of the provisions of this lease shall be applicable during each Extension Term, except that the base rent will increase as provided in paragraph (a)(ii) of Section 3 below, the security deposit will increase as provided in Section 21 below, and there shall be no further option to extend the term of this lease after the second Extension Term. The term of this lease, determined in accordance with the foregoing provisions of this Section 2, including the original term and any Extension Terms, and subject to earlier termination as provided in other provisions of this lease, is herein sometimes referred to as the “Term.”

3. Rent. Tenant shall pay rent to Landlord during the Term in accordance with the following:

(a) (i) During the term of this lease, Tenant shall pay to Landlord base rent at the following rates:

Lease Year 1 prior to the Rent Commencement Date: zero
Lease Year 1 on and after the Rent Commencement Date: \$5,845.83 per month for months 1 through 6 of such period, and \$11,691.67 per months for months 7 through 12 of such period
Lease Year 2: \$11,691.67 per month
Lease Year 3: \$11,691.67 per month
Lease Year 4: \$11,691.67 per month
Lease Year 5: \$11,691.67 per month
Lease Year 6: \$13,216.67 per month
Lease Year 7: \$13,216.67 per month
Lease Year 8: \$13,216.67 per month
Lease Year 9: \$13,216.67 per month
Lease Year 10: \$13,216.67 per month

For the purposes hereof, "Rent Commencement Date" shall mean the date that is the earlier of (i) August 1, 2024, or (ii) the first date on which any portion of the Premises is open for business for operation of the Permitted Use (as defined in Section 6 below). At such time as the Rent Commencement Date is established, the parties shall execute a written instrument acknowledging the Rent Commencement Date, in substantially the same form as attached to this lease as Exhibit C, but the failure of either party to execute such instrument shall not affect the Rent Commencement Date or any other provision of this lease. Base rent shall be pro-rated for any partial calendar month that includes the Rent Commencement Date. All base rent shall be payable in monthly installments in advance on the first day of each calendar month during the Term, without previous demand therefor, except that the base rent for the first full month that begins on or after the Rent Commencement Date shall be paid simultaneously with the execution of this lease (Landlord shall not be required to hold such prepaid rent in a separate account or to account for interest on such prepaid rent), and except that the base rent for the partial month, if any, that includes the Rent Commencement Date shall be paid on the Rent Commencement Date.

(ii) Unless Landlord and Tenant shall agree upon and fix the base rent payable for an Extension Term by mutual agreement in writing not less than nine months prior to the date of commencement of such Extension Term, such base rent shall be at Market Rent, determined as follows: Landlord shall give Tenant notice of the rental figure (or figures) that Landlord proposes as Market Rent for such Extension Term. If Tenant shall disagree with Landlord's Market Rent figure (or figures), Tenant shall give notice of Tenant's objection to Landlord within 30 days after Tenant's receipt thereof (and if Tenant fails to give such notice of objection to Landlord within such 30-day period, Tenant shall be deemed to have accepted Landlord's Market Rent figure or figures, which shall be the base rent for such Extension Term). If Tenant gives such notice of objection to Landlord within such 30-day period, Landlord and Tenant shall then submit the matter for arbitration to and under the rules and regulations of the American Arbitration Association offices in Boston, Massachusetts for the determination of Market Rent for the Premises (including increases during the term of such Extension Term) based upon then current rent for comparable (as to location, visibility, access and surroundings) restaurant space in the 10 mile area of Concord Crossing, Concord, Massachusetts. Notwithstanding the foregoing, however, the monthly base rent for such Extension Term shall in no event be less than the monthly base rent payable to Landlord for the last Lease Year prior to the start of such Extension Term. Each party shall bear its own costs of such arbitration, including legal fees, and the parties shall each bear one-half (1/2) of the arbitrator's fees and the other direct expenses of such arbitration. The decision upon such arbitration shall be binding upon the parties and may be entered in any court of record in Massachusetts. If such Extension Term shall commence before the conclusion of such arbitration, Tenant shall temporarily pay to Landlord a base rent determined upon Landlord's proposed rental figure until the Market Rent is fixed by arbitration as aforesaid, whereupon if Tenant has paid excess rent then Landlord shall reimburse any excess rent to Tenant or credit such excess to any unpaid obligation of Tenant to Landlord, or if Tenant has underpaid any rent, Tenant shall then pay such underpaid rent to Landlord.

(b) Tenant shall pay to Landlord, as additional rent hereunder, for all periods during the Term, the following amounts:

(i) With respect to any fiscal year included in whole or in part in the Term on and after the Rent Commencement Date, Tenant shall pay to Landlord Tenant's Share (as defined below) of any and all real estate taxes (including, without limitation, all betterment and other assessments) imposed, assessed or levied upon the Building (or any portion thereof) with respect to such fiscal year. Tenant shall pay Tenant's Share of such taxes in advance in monthly installments, which installments shall be due and payable on the same dates as the base rent payable hereunder, and which installments shall be in such amounts as are, in Landlord's reasonable judgment, required to pay said taxes at least 20 days prior to their due dates, with a final adjustment to be made as soon as all bills are available for the applicable tax fiscal year, which is usually in the month of April (and such adjustment shall be made even if the Term has then expired or otherwise terminated). If the Rent Commencement Date shall occur, or the Term shall end, on a date other than the last day of a fiscal year, Tenant, for such fiscal year, shall pay to Landlord only such portion of Tenant's Share of such taxes for the whole fiscal year as shall be proportionate to the portion of such fiscal year contained within the Term on or after the Rent Commencement Date. The provisions of this subparagraph (i) above are predicated upon the present system of taxation in the Commonwealth of Massachusetts; if taxes upon rentals or otherwise pertaining to the Building shall be substituted, in whole or in part, for the present ad valorem real estate taxes and/or assessed in addition thereto, then Tenant's obligation to pay such taxes shall be based upon such substituted and/or additional taxes.

(ii) On and after the Rent Commencement Date, Tenant shall pay to Landlord the monthly amount that Landlord establishes at or around the beginning of each calendar year as Tenant's Share of those common area expenses for the Building that Landlord charges to tenants of the Building (not including common area expenses that are covered in other provisions of this lease, such as real estate taxes or snow removal charges). Such monthly payments shall be due and payable on the same dates as the base rent payable hereunder, and shall be subject to increase by up to a maximum of 10% each year (effective as of January 1 of each year) as determined by Landlord, based upon actual costs. In addition, such payments shall be subject to increase by more than 10% in any year if Landlord provides a statement with an explanation of such increase. If the Rent Commencement Date shall occur, or the Term shall end, on a date other than the first or last day of a calendar month, then Tenant, for such calendar month, shall pay to Landlord only such portion of such monthly payment as shall be proportionate to the portion of such calendar month that is contained within the Term on or after the Rent Commencement Date.

(iii) Tenant shall pay to Landlord 27.5% of Landlord's total charges for removal of snow and ice from the Property (including the walkways, driveways, and parking areas and the roof and gutters of the buildings on the Property) during the Term. Tenant's portion of such charges shall be payable within 15 days after each time that Landlord submits an invoice for Tenant's portion of such charges to Tenant (and such payment shall be due, as to charges incurred during the Term, even if the Term has expired or otherwise terminated when the invoice for Tenant's portion of such charges is issued or when payment of such invoice is due).

For the purposes hereof, "Tenant's Share" shall be 50%. Landlord and Tenant agree that the amount of base rent set forth above in this lease and the Tenant's Share figure set forth above (as well as Tenant's portion of snow and ice removal charges set forth above) shall not be subject to challenge or adjustment, even if it is determined after the date hereof that the floor area measurements used in establishing such base rent, such Tenant's Share figure, and/or such Tenant's portion of snow and ice removal figure are inaccurate. Tenant agrees that Tenant has had the opportunity to verify such measurements, and that Tenant is satisfied with the same.

(c) All payments of rent hereunder shall be made payable to Landlord or to such nominee as may be designated in writing by Landlord from time to time, shall be paid without offset or deduction, and shall be sent to such address or transmitted by electronic payment as Landlord may designate in writing from time to time. Landlord initially designates "Period RT LLC" as the party to whom rent shall be paid, and designates that rent shall be transmitted by electronic payment by direct deduction from Tenant's bank account on the first business day of each calendar month, and Tenant shall, prior to the Commencement Date, complete and return to Landlord the standard ACH payment form used by Landlord so that Landlord can establish such direct deduction arrangements with Tenant's bank.

(d) It is the intention of the parties hereto that the obligations of Tenant and Landlord under this lease shall be separate and independent covenants and agreements, and that the base rent, the additional rent, and all other sums payable by Tenant to or on behalf of Landlord shall continue to be payable in all events, notwithstanding any breach or alleged breach of any provisions of this lease by Landlord.

4. Condition of the Premises.

(a) Commencing on February 1, 2024, Tenant accepts the Premises in their present condition, "as is," without representation or warranty, express or implied, in fact or in law, by Landlord and without recourse to Landlord as to the nature, condition or usability thereof, and Tenant agrees that Landlord has no work to perform in or on the Premises.

(b) Following the Commencement Date, at Tenant's sole cost and expense (except as otherwise expressly provided in paragraph (c) of this Section 4), Tenant shall undertake with all due diligence the improvements to the Premises as will be mutually agreed by Landlord and Tenant, to be described in a writing signed by Landlord and Tenant and attached to this lease (the "Initial Tenant Improvements"), which shall be undertaken by Tenant in accordance with all requirements of paragraph (b) of Section 5 below and paragraph (b) of Section 7 below. Tenant hereby acknowledges that its agreements set forth in the preceding sentence are major inducements to Landlord to enter into this lease, and that Landlord accepted a reduced monthly base rent amount in recognition of Tenant's proposed investment in the Premises as provided in this Section 4. Accordingly, Tenant's obligations under the foregoing provisions of this Section 4 may be specifically enforced by Landlord, without exception, it being acknowledged and agreed by Tenant that any breach of such obligations shall be a material breach of this lease.

(c) Landlord shall, in the manner provided in this paragraph (c), provide to Tenant up to (but not more than) a total of \$500,000.00, for Tenant's direct costs actually paid by Tenant

for the Initial Tenant Improvements (the "Tenant Improvement Allowance"). Following Tenant's final payment for the Initial Tenant Improvements, Tenant shall submit a signed, written request to Landlord outlining all costs incurred for same, together with (i) evidence reasonably acceptable to Landlord of the amount Tenant is seeking payment for (e.g. paid prior invoices, etc.), (ii) copies of signed lien waivers from all TI Contractors (as defined below) covering all work and materials which were the subject of the Initial Tenant Improvements, (iii) a certification from Tenant's contractor and architect that the Initial Tenant Improvements have been performed substantially in accordance with the plans and specifications approved by Landlord, and (iv) such other documents and information as Landlord may reasonably request. Provided Tenant is not in default in the performance, fulfillment or observance of any of the provisions of this lease, beyond the expiration of any applicable grace periods, at the time Tenant submits such foregoing written request (and again when the Premises is open for business, if later than the request), Landlord shall, subject to paragraph (q) of Section 22 below, pay the amount requested within 30 days following the later of Landlord's receipt of such request (including the lien waivers and other materials described in the immediately preceding sentence) or the date the Premises is open for business for operation of the Permitted Use. For the avoidance of doubt, Tenant shall not be entitled to any unused portion of the Tenant Improvement Allowance.

5. Covenants. Tenant covenants and agrees with Landlord that throughout the Term Tenant:

(a) Will procure all approvals of any nature, including, without limitation, all permits, licenses, orders, variances and the like (collectively referred to as "Approvals"), required or appropriate for any use to be made of the Premises by Tenant;

(b) Will not undertake any work on or to the Premises except in accordance with paragraph (b) of Section 7 below, and will comply with the following in connection with any such work: will pay promptly when due the entire cost of any work to the Premises undertaken by Tenant so that the Property shall at all times be free of liens for labor and materials; will procure all necessary Approvals before undertaking any such work; will perform all of such work in a good and workmanlike manner, employing materials of good quality and complying with all Applicable Laws (as defined below); will not allow any contractor, subcontractor or supplier who provides any services, materials, equipment or other goods in connection with such work (each such contractor, subcontractor or supplier is hereinafter referred to as a "TI Contractor") to record with any registry of deeds or any Land Court registry district any notice of contract, notice of lien, or other encumbrance of any nature that relates to or affects in any manner the Property or any portion thereof; will not allow any TI Contractor to provide any services, materials, equipment or other goods in connection with such work unless (i) upon the request of Landlord, such TI Contractor shall deliver to Landlord a written instrument in favor of Landlord and in a form reasonably acceptable to Landlord pursuant to which such TI Contractor releases (either retrospectively or prospectively, or both) any and all liens and claims that such TI Contractor may have against Landlord or the Property or any portion thereof with respect to or in connection with such work, and (ii) such TI Contractor shall have delivered to Landlord certificates of insurance and bonds evidencing such insurance coverage (including, without limitation, liability insurance and worker's compensation

insurance) and bonding coverage as Landlord may reasonably require; and will save Landlord harmless and indemnified from all injury, loss, claims or damages to any person or property occasioned by or arising out of such work, including, without limitation, reasonable attorneys' fees; for the purposes of this lease, "Applicable Laws" shall mean, with respect to any matter referred to in this lease, all laws applicable with respect thereto, including, without limitation, all applicable constitutional provisions, statutes, ordinances, codes, by-laws, treaties, regulations, rulings, decisions, rules and determinations of any legislative, executive, judicial or other governmental body or authority;

(c) Will refrain from doing anything, taking any action or failing to act in such a manner that will cause any increase in the fire insurance rates pertaining to the Premises or the Building, and will, at Tenant's sole expense, comply with any rules, regulations or recommendations of the National Board of Fire Underwriters, any rating bureau or any similar association;

(d) Will take whatever measures are necessary to ensure that floor load limitations are not exceeded in the Premises; will not install any equipment in or on the Premises that could cause the electrical service to the Premises to be overloaded; and will not dispose of grease or any other improper substance through the sewer system that serves the Premises;

(e) Will keep the Premises adequately heated for the protection of the plumbing and other systems therein and to prevent other cold weather damage thereto;

(f) Will not store goods on, or post notices or other written or printed materials on, any portion of the Property outside of the boundaries of the Premises; and will not place any decoration, structure or other object on the exterior of the Premises or the Building, without the prior written consent of Landlord;

(g) Will, at Tenant's own cost and expense, be responsible for the removal of all ordinary trash, refuse and the like from the Premises to the dumpster on the Property, and will pay to Landlord, on the same dates as the base rent payable hereunder, a monthly amount equal to 50% of the total monthly charges for use of, or otherwise associated with, such dumpster; and will, at Tenant's own cost and expense, be responsible for the removal of all construction debris and the like directly from the Premises to an off-site location without use of such dumpster;

(h) Will permit Landlord and Landlord's designees to enter the Premises at reasonable times and upon reasonable notice to show the Premises to prospective purchasers, lenders or lessees (except that prospective lessees will be shown the Premises only during the last 12 months of the Term), and will permit Landlord and Landlord's designees to enter the Premises, at reasonable times and upon reasonable notice (except that no notice shall be required in an emergency), for such purposes as may be necessary or appropriate to allow Landlord to inspect the same, and to perform Landlord's obligations and/or enjoy Landlord's rights hereunder;

(i) Will pay, on or before the respective due dates, all taxes, charges, assessments or impositions levied, assessed or imposed at any time on Tenant's fixtures, equipment, supplies or other property in, on or about the Premises;

(j) Will comply with all Applicable Laws pertaining to the condition of the Premises or Tenant's use and occupation of the Premises, or otherwise relating to the Premises (including, without in any way limiting the generality of the foregoing provisions of this sentence, the Americans with Disabilities Act, zoning laws, and liquor license laws);

(k) Will not use any electronic equipment or other device that might be objectionable to other occupants of the Property during normal business hours, such as speakers, flashing lights, or other devices that may be seen or heard outside of the Premises, and without limitation of the foregoing, will not allow any music to be played in the Premises that may be heard outside of the Premises; and will not take any action in or about the Premises, nor permit any use of the Premises or the maintenance of anything therein, that constitutes a nuisance to any other occupant of any portion of the Property. Despite the statements in this subparagraph, the Landlord acknowledges that the Tenant intends to have a piano and/or keyboard artist provide music in the entrance area and dining room. In no event shall the music exceed 70 decibels; and

(l) Will deliver to Landlord, at any time and from time to time upon Landlord's request, such financial information relating to Tenant as Landlord may reasonably request, Tenant hereby acknowledging that this covenant is a material inducement to Landlord to enter into this lease.

6. Use of Premises. Tenant shall have the right to use the Premises for the following use (the "Permitted Use") and for no other purposes: restaurant serving Italian cuisine, including alcoholic beverages as authorized by the intended Liquor License referred to in Section 23 below, it being agreed that service of any other food/cuisine shall not be a Permitted Use hereunder. In the event Tenant wishes to change the type of food/cuisine being served, Tenant shall notify Landlord in writing. Tenant acknowledges that Landlord makes no representation that the Permitted Use is allowed by applicable zoning laws or other Applicable Laws, and it shall be Tenant's responsibility to obtain all Approvals required under Applicable Laws to use the Premises for the Permitted Use. Tenant agrees that Tenant's restaurant at the Premises shall be open for business promptly following its receipt of a certificate of occupancy (estimated to be about seven months after the Commencement Date), and thereafter such restaurant shall be kept open for business and fully operational daily (at least 360 days per year) throughout the Term for the following minimum hours of operation: 11:00 a.m. to 11:00 p.m. Tenant hereby acknowledges that its agreements set forth above in this Section 6 are major inducements to Landlord to enter into this lease, and that Tenant's obligations under the foregoing provisions of this Section 6 may be specifically enforced by Landlord, without exception, it being acknowledged and agreed by Tenant that any breach of such obligations shall be a material breach of this lease.

7. Maintenance, Repairs and Alterations. The parties agree as follows:

(a) Tenant shall keep and maintain the entire Premises and all parts thereof, other than the Landlord Elements (as defined below) thereof, in as good order, repair and condition as the same are in on the date hereof or in such better condition as the same may be put in hereafter, reasonable wear and tear excepted and damage by fire and other insured casualty excepted, but damage by fire and other insured casualty is not excepted with respect to (i) the costs of repair of such damage up to the amount of any applicable insurance policy deductible, and (ii) any improvements, additions or alterations constructed or installed by or on behalf of Tenant; and Tenant shall make all such repairs and improvements, whether ordinary or extraordinary, foreseen or unforeseen, as may be required to keep the Premises, other than the Landlord Elements thereof, in the order, repair and condition required pursuant to the foregoing provisions of this sentence. Further, Tenant shall be responsible for the maintenance, repair, and (if necessary) replacement of the heating, ventilation and cooling (HVAC) systems that exclusively serve the Premises (including, without limitation, any portion of such systems located outside of the Premises). Landlord shall be responsible for the maintenance, repair and (if necessary) replacement of the following (the "Landlord Elements"): the roof, exterior walls (excluding windows, window frames, doors, and door frames of the Premises, all of which shall be Tenant's responsibility), foundation and structural elements of the Building, except that any modification made to the foregoing by or on behalf of Tenant (subject to the consent of Landlord) shall not be considered to be part of the Landlord Elements. Notwithstanding any provision herein to the contrary, Tenant shall be responsible for the maintenance, repair and (if necessary) replacement of any portion of the Premises that is damaged by any act of Tenant or Tenant's employees, agents, contractors, customers or other invitees. Without limitation of the foregoing, Tenant shall keep the Premises in a clean and sanitary condition and will, at Tenant's own cost and expense, be responsible for the regular (at least quarterly) maintenance and servicing of the HVAC systems that serve the Premises, the grease trap(s) located in the Premises, and the exhaust hood(s) located in the Premises, and will provide reasonable written proof of each such regular maintenance and service to Landlord.

(b) Tenant shall not make any structural alterations, improvements or additions to the Premises, without on each occasion obtaining Landlord's prior written consent thereto, which consent may be withheld in Landlord's sole discretion (alterations, improvements or additions to the Premises are sometimes collectively referred to herein as "Alterations"). Tenant shall not make any non-structural Alterations to the Premises without on each occasion obtaining Landlord's prior written consent thereto, which consent shall not be unreasonably withheld, provided that no approval from Landlord shall be required if (but only if) all of the following three conditions are satisfied: all of such Alterations are cosmetic in nature, the aggregate cost of such Alterations (for any one project) does not exceed \$5,000, and Tenant gives prior written notice of such Alterations to Landlord. Upon the request of Landlord, Tenant shall provide Landlord with plans and specifications and such other documents as may be reasonably required by Landlord in connection with any such requested consent. If Landlord consents in writing to any such Alterations, then (i) any such consent may be subject to any reasonable conditions imposed by Landlord, (ii) such work shall be performed with reasonable diligence in accordance with any plans and specifications approved by Landlord, (iii) such work shall be conducted in such a manner as will not interfere with the use and enjoyment by other

tenants of the Building of the portions of the Building occupied or used by them, and (iv) if as a result of any such Alterations, or as a result of any application by Tenant for (or issuance of) any Approval relating to any such Alterations, Landlord is required to undertake any improvements, additions or alterations to any portion of the Property (for example, if Alterations proposed to be made by Tenant trigger the requirement of a code upgrade to other portions of the Building), then Tenant shall be responsible for payment of the entire cost of the improvements, additions or alterations that Landlord is so required to undertake, and Tenant shall pay to Landlord the estimated amount of such cost upon Landlord's request (and in any event prior to the time that Tenant commences Tenant's Alterations), with a reconciliation between the estimated cost and the actual cost to be made by Landlord and Tenant (with payment by Tenant of any shortfall, or refund by Landlord of any overpayment) when such actual cost is finally determined. All Alterations shall be performed in accordance with paragraph (b) of Section 5 above, shall not in any event impair the safety of the structure nor diminish the value of the Premises as then constituted, and shall remain upon the Premises and at the expiration or earlier termination of the Term shall be surrendered with the Premises as a part thereof, provided, however, that (except as may be otherwise agreed by Landlord in writing in connection with such consent) Landlord may, at Landlord's election, require Tenant to restore the Premises to their condition as existed prior to such Alterations, at Tenant's expense, upon such expiration or earlier termination of the Term.

(c) Tenant shall at the expiration or earlier termination of the Term remove Tenant's personal property (including, without limitation, Tenant's trade fixtures that are not affixed to the Premises and that may be removed without material damage or injury to the Premises, but excluding all other fixtures, which latter fixtures shall remain on the Premises unless Landlord, at Landlord's election, requires Tenant to remove the same) and peaceably yield up the Premises in the condition required pursuant to paragraphs (a) and (b) of this Section 7 above, and Tenant shall repair any damage or injury done to the Premises by the installation or removal of any of Tenant's trade fixtures or other personal property. Any personal property of Tenant that remains upon the Premises after the expiration or earlier termination of the Term may be removed by Landlord and stored or disposed of (or destroyed) at Tenant's expense, and/or, at Landlord's election, may be sold by Landlord (at Tenant's expense) at public auction or private sale, and the net proceeds thereof shall be first applied to any sums due to Landlord hereunder, and the balance, if any, shall be paid to Tenant.

8. Utilities. Tenant shall pay, as they become due, all charges for water/sewer, electricity, gas, telephone and other utility services provided to the Premises. Tenant acknowledges that the cost of electricity provided to the Premises will include, without limitation, electricity provided to Tenant's HVAC systems. Landlord shall not be liable for any interruption of electricity, gas, water, sewer, telephone or any other utility service supplied to the Premises.

9. Liability. Tenant shall hold Landlord and Landlord's agents harmless and shall indemnify Landlord and Landlord's agents from all expenses, losses, claims, damages, obligations or liabilities of whatever nature (including, without limitation, court costs and reasonable attorneys' fees) incurred by Landlord or any of Landlord's agents arising at any time (whether before, at or after the expiration or earlier termination of the Term): (a) from any act or omission of Tenant or Tenant's subtenants or assignees or the employees, agents, contractors,

customers or other invitees of any of the foregoing, with respect to the Premises or the Property, (b) in connection with the use or occupation of the Premises by any of the foregoing, or the business conducted thereat by any of the foregoing, (c) from any default by Tenant hereunder, or (d) in any other respect at or in connection with the Premises during the Term, except, in the case of (b) or (d) above, for expenses, losses, claims, damages, obligations or liabilities arising from the omission, fault, negligence or other misconduct of Landlord on or about the Premises or on or about any elevators, stairways, hallways or other appurtenance used in connection therewith.

10. Insurance. Tenant shall maintain insurance during the Term, at Tenant's sole expense, as follows:

(a) Tenant shall maintain comprehensive public liability insurance, in responsible companies qualified to do business in Massachusetts, that insures Landlord and Landlord's management agent, if any (each as an additional insured party) against all claims for injuries to persons (including death) occurring in or about the Premises or the Property in the amount of at least \$3,000,000 per incident, and against all claims for damage to or loss of property occurring in or about the Premises or the Property in the amount of at least \$1,000,000 per incident.

(b) In addition to the foregoing, Tenant shall maintain fire and comprehensive casualty insurance in an amount equal to the full replacement cost with respect to Tenant's own fixtures, furnishings, equipment, inventory or other personal property located in or on the Premises; and Tenant shall keep all improvements, additions, or alterations constructed or installed by or on behalf of Tenant insured for all risk insurance (including builder's risk coverage during all construction periods) on a replacement cost basis with coverage amounts equal to the full replacement cost thereof.

(c) A copy of any insurance policy obtained by Tenant pursuant to the preceding provisions of this Section 10, or a certificate thereof, shall be delivered to Landlord upon the commencement of this lease, and renewals thereof shall be delivered to Landlord promptly upon receipt by Tenant and in any event not later than 15 days prior to the expiration of any such policy. Each such policy shall provide for at least 30 days written notice to Landlord of any modification or termination thereof, or such shorter notice (but not less than ten days) as is the maximum available from the insurance company.

In addition, without limiting the provisions of paragraph (b) of Section 5 above, Tenant will not allow any agent or contractor of Tenant to provide any services on the Premises or the Property unless such agent or contractor shall have delivered to Landlord certificates of insurance evidencing such insurance coverage (including, without limitation, liability insurance and worker's compensation insurance) as Landlord may reasonably require.

11. Release and Waiver of Subrogation. Landlord and Tenant each hereby releases the other, **but only** to the extent of any insurance proceeds received by the releasor under policies that contain the clause or endorsement referred to below, from any and all liability or responsibility to the other (or to anyone claiming through or under them by way of subrogation

or otherwise) for any loss or damage to property caused by fire or any other insured casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the released party or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force only with respect to loss or damage occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the rights of the releasor to recover thereunder. Landlord and Tenant hereby agree that they shall each cause such a clause or endorsement to be included in their respective fire/casualty policies, if obtainable, provided that the other party shall pay any additional premium that may be charged therefor. For the avoidance of doubt, it is noted that the release set forth in the first sentence of this Section 11 does not apply to loss or damage that is not covered by insurance proceeds received by the releasor, specifically including (as outside the scope of such release) loss or damage up to the amount of any applicable insurance policy deductible.

12. Signs. Tenant shall not install or attach any signs or (if any sign is installed by Tenant) expand or otherwise modify any signs anywhere on the Premises or anywhere else on the Property unless both (a) the location and design of such sign are approved in writing by Landlord, and (b) such sign complies with all Applicable Laws relating thereto. If Tenant installs (or modifies) any signs in accordance with the foregoing provisions of this Section 12, such installation (or modification) and such signs shall be at Tenant's sole cost and expense, and Tenant shall, at Tenant's sole cost and expense, maintain and keep in good repair any signs so installed (or modified), and shall keep all of the same in compliance with the requirements of all Applicable Laws. At Landlord's election, upon expiration or earlier termination of the Term, Tenant shall remove all of Tenant's signs and shall promptly repair any damage related to the removal of said signs. For the purposes of this lease, "signs" shall mean and include any sign, placard, structure, device, light, letter, word, model, banner, pennant, insignia, trade flag, or representation that is designed to be seen from outside the Premises and that advertises or announces any message or information.

13. Assignment or Subletting. Tenant shall not assign or pledge this lease nor permit any assignment or pledge of this lease by mortgage, operation of law or otherwise, and shall not sublet all or any portion of the Premises nor permit occupation of the whole or any part thereof by another, by license or otherwise, without, on each occasion, first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, provided the proposed assignee or subtenant, in Landlord's sole discretion, has a similar or greater net worth and financial capability as Tenant (and Tenant shall provide information as to the proposed assignee or subtenant as may reasonably be required by Landlord to make such determination). If Tenant requests any consent to an assignment or sublease (for the purposes of this Section 13 below, "sublease" shall include any permission to occupy the whole or any part of the Premises, by license or otherwise), Tenant shall reimburse Landlord on demand for any reasonable costs that Landlord may incur in connection with such requested consent, including reasonable attorney's fees. If Landlord grants any consent to an assignment or sublease, then (i) such consent shall be subject to any conditions required by Landlord, (ii) the proposed subtenant or assignee must execute and deliver to Landlord a written instrument by which such subtenant or assignee agrees to be bound by the provisions of this lease (including, without limitation, Section 6 above), (iii) Tenant shall pay to Landlord, as additional rent, immediately upon Tenant's receipt of the

same or any installment thereof, the full amount of any consideration given for any such assignment, and/or the full amount of the excess, if any, of the rent received under any such sublease (including base rent and additional rent) over the amount of rent payable hereunder (calculated on an equitably proportionate basis, if only a portion of the Premises is subleased), (iv) such consent shall not relieve Tenant from Tenant's obligations under this lease, and Tenant shall remain primarily liable for the prompt and timely payment and performance of all of Tenant's obligations hereunder, jointly and severally with the subtenant or assignee, and (v) such consent shall not relieve any guarantor of Tenant's obligations under this lease from such guarantor's obligations under such guarantor's guaranty, and such guarantor shall remain liable for all obligations under such guaranty, including, without limitation, with respect to guaranteed obligations that are or were to be paid, performed or observed, according to the provisions of this lease, after the date of such assignment or sublease. For the purposes of clause (iii) of the preceding sentence, at Landlord's election, the amount of consideration given for any assignment or the amount of the excess rent received under any sublease shall be determined based upon an objective analysis of all payments made to or for Tenant by the assignee or the subtenant, without regard to how such payments are characterized by Tenant or by the assignee or the subtenant. If at any time Tenant's interest in this lease is held by a corporation, partnership, limited liability company, trust or other entity, the transfer (whether direct or indirect, including, without limitation, transfers involving the ownership of a holding company) of a controlling interest of such corporation, partnership, limited liability company, trust or other entity (whether at one time or in the aggregate) shall be deemed to constitute an assignment of this lease for the purposes hereof.

14. Subordination to Mortgages. Tenant shall from time to time, upon request of Landlord, subordinate this lease to any mortgage on the Premises (or any portion thereof) and to any renewal, modification, replacement or extension of any such mortgage and to any and all advances made or to be made thereunder. If this lease is so subordinated or is otherwise subordinate to any mortgage, no entry under any such mortgage or sale for the purpose of foreclosing the same or repossession or other action pursuant to such mortgage shall give Tenant any right to terminate this lease or the term hereof. Upon request of Landlord, any such mortgagee or any new owner or possessor, Tenant shall attorn to the mortgagee or new owner or possessor, and shall agree in writing with any of said parties to so attorn. If any mortgagee elects, by written notice given to Tenant (either before or after a foreclosure), to have this lease and the interest of Tenant hereunder superior to any such mortgage, then this lease and the interest of Tenant hereunder shall be deemed superior to such mortgage.

15. Estoppel Certificates. Recognizing that Landlord may find it necessary or desirable to establish to third parties, such as lenders (or prospective lenders), purchasers (or prospective purchasers) or the like, the then current status of performance hereunder, Tenant, on the written request of Landlord or of any other interested party made from time to time, will promptly furnish a written statement in form reasonably satisfactory to Landlord and/or such other party as to the status of any matter pertaining to this lease.

16. Damage by Fire or Other Casualty. The parties agree as follows:

(a) If at any time during the Term the Premises shall be damaged or destroyed by fire or other insured casualty, then, unless the Term is terminated as provided in paragraph (b) of this Section 16 below, Landlord shall use reasonable efforts to repair and restore the damaged or destroyed portions of the Premises (but excluding any property that belongs to Tenant and excluding any improvements, additions or alterations constructed or installed by or on behalf of Tenant) to substantially the same condition they were in immediately prior to the damage or destruction. Notwithstanding the foregoing, Landlord's obligation to repair and restore the Premises after damage or destruction caused by any fire or other insured casualty (i) shall not require Landlord to expend any amount in excess of the net insurance proceeds actually recovered by Landlord with respect to such damage or destruction of the Premises, and (ii) shall be subject to zoning laws and all other Applicable Laws then in effect.

(b) If at any time during the Term the Premises shall be damaged or destroyed by fire or other casualty to such extent that the same are rendered unfit for occupancy by Tenant and cannot reasonably be expected to be repaired or restored within 180 days after such fire or other casualty, then Landlord may terminate the Term by giving written notice of such termination to Tenant within 45 days after the date of such damage or destruction, in which case the Term shall terminate on the last day of the calendar month in which such notice is given.

17. Takings. If the whole or any substantial part of the Premises shall be permanently taken by eminent domain, which shall be deemed to include a voluntary conveyance in lieu of a taking (any of which is hereinafter referred to as a "taking"), and if such taking materially and adversely affects the use of the Premises by Tenant for the Permitted Use, then, at the election of either Landlord or Tenant, exercisable by written notice given to the other within 60 days after the date of the filing of the notice of such taking, the term of this lease shall terminate as of the date when Tenant is required to vacate the portion of the Premises so taken, and such election (if exercised by either party) shall be valid notwithstanding that the interest of the party exercising the same may have been fully divested by such taking. If, following any taking, the term of this lease is not terminated as provided above, this lease shall remain in effect with respect to all portions of the Premises not taken, and if such taking materially and adversely affects the use of the Premises by Tenant for the Permitted Use, then for the time that Tenant is required to vacate the portion of the Premises that is taken (for the remainder of the Term, in the case of a permanent taking), a just proportion of the rent payable hereunder, according to the nature and extent of the portion of the Premises so taken, shall be abated. Landlord reserves all rights to damages with respect to any portion of the Premises taken by eminent domain, and Landlord shall be entitled to all awards with respect thereto, then or thereafter accruing, and Tenant grants to Landlord all of Tenant's rights, if any, to such damages and awards, except that Tenant shall retain Tenant's rights with respect to the value of Tenant's personal property that may be compensable by separate award and with respect to Tenant's relocation expenses. Tenant further agrees to execute and deliver to Landlord such further instruments of assignment as Landlord may reasonably request to more fully effectuate the foregoing provisions of this Section 17.

18. Self-Help. If Tenant shall default in the performance or observance of any agreement or obligation of Tenant contained in this lease, and shall not cure such default within

10 days after written notice from Landlord specifying the default, Landlord may, at Landlord's option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of Tenant, and make any necessary payments in connection therewith, including, without limitation, reasonable attorneys' fees and other costs in connection with any legal action that may be brought; and any amounts so paid by Landlord shall be deemed paid for the account of Tenant, and shall be added to the rent due hereunder; and Tenant shall pay the same upon demand, together with interest thereon at the Lease Interest Rate (as defined below). Notwithstanding the foregoing, Landlord may cure any such default as aforesaid prior to the expiration of said 10-day period, but after written or oral notice to Tenant if the giving of such notice is practical in the circumstances, if the curing of such default prior to the expiration of said period is reasonably necessary to protect the Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. For the purposes hereof, "Lease Interest Rate" shall mean the lesser of (a) 18% per annum, or (b) the maximum interest rate that Landlord is permitted to charge to Tenant under Applicable Laws (if there is any such maximum under Applicable Laws).

19. Default. The parties agree as follows:

(a) Each of the following shall be an Event of Default hereunder:

(i) The failure of Tenant to pay any rent due hereunder (either base rent or additional rent), which failure continues for seven days after written notice thereof is given by Landlord to Tenant.

(ii) The failure of Tenant to perform any other obligation of Tenant hereunder (other than the payment of rent), which failure continues for 10 days after written notice thereof is given by Landlord to Tenant, except that if such obligation cannot reasonably be expected to be performed within such 10-day period, such 10-day period shall be extended for up to 20 additional days if (but only if) Tenant commences performance of such obligation within 10 days after the date of said notice and prosecutes such performance until completion with all due diligence (which completion must in any event be achieved within 30 days after the date of said notice or such failure shall be deemed to be an Event of Default hereunder).

(iii) Any party liable for the obligations of Tenant hereunder (whether liable as Tenant, as a guarantor or otherwise) shall be liquidated, terminated or dissolved (if such party is an entity) or shall die (if such party is an individual).

(iv) Any party liable for the obligations of Tenant hereunder (whether liable as Tenant, as a guarantor or otherwise) shall make an assignment for the benefit of creditors, or a receiver of any property of any such party shall be appointed, or a petition in bankruptcy or any other proceeding under any law for relief of debtors shall be filed by or against any such party, provided that in the case of any involuntary receivership or involuntary petition in bankruptcy or other such proceeding, the same shall not be deemed to be an Event of Default hereunder if it is dismissed within 45 days from the date of its filing.

(v) The leasehold estate hereby created shall be taken on execution or other process of law.

(vi) Any sale, lease, or other transfer shall be made of all or a substantial part of the assets or ownership interest of Tenant or any guarantor.

(vii) Tenant vacates or abandons the Premises.

(viii) Tenant fails to pay when due any rent due hereunder (either base rent or additional rent) on three or more occasions during any 12 month period (regardless of whether such failures have been cured in accordance with clause (i) immediately above).

Upon the occurrence of any Event of Default, Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter and without prior demand or prior notice, terminate the term of this lease by notice in writing (such termination to be effective forthwith, or on a later date stated in said notice, if any), and/or with or without process of law enter into and upon the Premises or any part thereof in the name of the whole and repossess the same and expel Tenant and those claiming through or under Tenant and remove Tenant's and their effects, without being deemed guilty of any manner of trespass and without prejudice to any remedies that might otherwise be used for arrears of rent or other preceding breach of this lease, and upon entry as aforesaid or on the date of termination pursuant to the foregoing notice, whichever occurs first, the term of this lease shall terminate. In the case of any such termination of the term of this lease, and without limiting Tenant's liability for any default by Tenant hereunder prior to such termination, Tenant shall indemnify Landlord against (y) loss of the rent herein provided (including both base rent and additional rent) for the period from the time of such termination to the scheduled expiration of the Term as in effect immediately prior to such termination, and (z) expenses of Landlord incurred in connection with such default or in connection with the reletting of the Premises, including, without limitation, reasonable attorney's fees, broker's fees, expenses of repairing and putting the Premises in good order and condition and preparing the same for re-rental, and expenses of removing, storing, disposing of (or destroying), and/or selling any personal property of Tenant remaining on the Premises after the termination of the Term. Landlord may relet the whole or any part of the Premises for any rent then obtainable, giving such concessions of rent and making such special repairs, alterations, decorations, and paintings for any new tenant as it may in its sole and absolute discretion deem advisable (all of which, without limitation, Tenant shall be liable for pursuant to this paragraph (a)) and may collect and receive the rents therefor. If Landlord fails to relet the Premises, or if the Premises are relet and a sufficient sum is not realized therefrom after payment of all of Landlord's expenses of reletting to satisfy the payment, when due, of rent reserved under this lease for any monthly period, then Tenant shall pay Landlord a sum equal to the amount of rent due under this lease for each such monthly period, or if the Premises have been relet, Tenant shall pay any deficiency on the rent (which for the avoidance of doubt, Landlord has the right to collect in monthly installments or upon reletting at any time a lumpsum equal to the excess of the rent that would have accrued for the balance of the term). No action of Landlord in accordance with the foregoing or failure to relet or to collect rent under such reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

(b) In the event of an Event of Default or any other default on the part of Tenant hereunder, whether or not Landlord shall elect to terminate the term of this lease, in addition to all other rights and remedies of Landlord, Tenant agrees that Tenant shall pay to Landlord any expenses incurred by Landlord in connection with such default, including, but not limited to, reasonable attorneys' fees (whether or not formal legal action is commenced).

(c) In addition to the rights and remedies provided in this Section 19, Landlord shall have all other rights and remedies available at law or in equity for any default by Tenant under the provisions of this lease. The rights and remedies that Landlord may have under this lease or at law or in equity shall be cumulative and shall not be deemed to be inconsistent with each other, and any two or more of such rights and remedies may be exercised at the same time or in such order as Landlord may determine in Landlord's sole discretion. Without limiting the generality of the foregoing, following an Event of Default hereunder, if Landlord shall elect to terminate the term of this lease, Landlord may at any time or times thereafter commence one or more lawsuits against Tenant, or amend any lawsuit then pending, in order to enforce the rights and remedies provided herein or available at law or in equity, and specifically (but without limiting the generality of the foregoing) to enforce Tenant's obligation to indemnify Landlord against loss of the rent herein provided for the period from the time of such termination to the scheduled expiration of the Term as in effect immediately prior to such termination (Tenant hereby acknowledging that Landlord shall be entitled to recover at any time for all loss of rent and other payments up to that time. Further, in order to assure Landlord that funds will be immediately available to Landlord to satisfy at least a portion of such indemnification obligation, at the time of such termination of the term of this lease Tenant shall deposit with Landlord, as security for such indemnification obligation (and in addition to any security deposit hereunder), funds equal in amount to 50% of the aggregate rent herein provided (including both base rent and additional rent) for the period from the time of such termination to the scheduled expiration of the Term, and Landlord may, from time to time, use or apply the whole or any part of such deposit to satisfy Tenant's said indemnification obligation or any other obligation of Tenant to Landlord (but nothing herein shall be construed to limit Landlord's recovery or Tenant's liability in any way in connection with said indemnification obligation). Except to the extent used by Landlord in accordance with the foregoing, the remainder of such deposit, if any, shall be returned to Tenant, without interest, after the date of the scheduled expiration of the Term.

20. Hazardous Matter. The parties agree as follows:

(a) Without limiting the generality of the provisions of paragraph (j) of Section 5 above, Tenant shall not use, maintain, generate, allow or bring on the Premises (or any other portion of the Property) or transport or dispose of on or from the Premises (or any other portion of the Property) any Hazardous Matter (as defined below), except in accordance with all Applicable Laws. In no event shall Tenant cause or permit any Hazardous Matter to be released on or into the Property. Tenant shall not bring or allow any Hazardous Matter to, on or in the Premises without first providing to Landlord all so-called MSDS sheets relating thereto and demonstrating to Landlord that such Hazardous Matter will be used by Tenant in accordance with all Applicable Laws, and if Landlord objects to Tenant's use of such Hazardous Matter, then Tenant shall not bring or allow such Hazardous Matter to, on or in the Premises. For the purposes hereof, "Hazardous Matter" shall mean (i) Hazardous Waste, Hazardous Materials, and

Oil, as such terms are defined in Chapters 21C, 21D and 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as amended from time to time, (ii) radioactive material, (iii) asbestos, and (iv) any other chemical, material or other matter that is or may be hazardous to health and that is regulated by any Applicable Law.

(b) Without limiting the generality of the provisions of Section 9 above, Tenant shall hold Landlord harmless and shall indemnify Landlord from the costs of all fines or penalties imposed by any governmental authority, the costs of any clean-up activities at the Property required or proposed by any governmental authority or otherwise undertaken by Landlord, and the claims of all other third parties (including reasonable attorneys' fees in connection with each of the foregoing costs or claims) arising from any failure by Tenant to comply with paragraph (a) of this Section 20.

(c) Tenant shall deliver to Landlord, within 10 days after Tenant receives the same, copies of all letters, inquiries, summons, subpoenas, complaints, restraining orders, and any other written communication received by Tenant, and a written description of any oral communication received by Tenant, which written or oral communication relates to Tenant's compliance or non-compliance, or the compliance or non-compliance of the Premises, with any Applicable Laws relating to Hazardous Matter.

21. Security Deposit. Simultaneously with the execution of this lease, Tenant shall pay to Landlord a security deposit in the amount of \$13,216.67. In the event the term of this lease is extended as provided in Section 2 above, for each Extension Term the security deposit will be increased to equal one month's base rent for the last Lease Year of such Extension Term, and Tenant shall pay to Landlord the difference between the security deposit then held and the new security deposit amount on or before the commencement date of such Extension Term. Such security deposit shall be held by Landlord as security for the full performance by Tenant of the provisions of this lease. If Tenant defaults with respect to any of the provisions of this lease, including, but not limited to, the payment of rent or other sums due hereunder, Landlord may, but shall not be required to, use or apply the whole or any part of the security deposit to the extent necessary or appropriate to pay any overdue rent or other sum or to otherwise cure such default. In the event that Landlord shall so use or apply the whole or any part of the security deposit pursuant to the terms of the preceding sentence, Tenant shall on demand promptly restore said security deposit to its full amount. Landlord shall not be required to hold said security deposit in a separate account nor to account for interest on said security deposit. Except to the extent used by Landlord in accordance with the foregoing, the security deposit shall be returned to Tenant, without interest, after the termination of this lease. Nothing in this Section 21 shall be construed to limit Landlord's recovery or Tenant's liability in any way in the event of any default by Tenant under this lease. Landlord from time to time may transfer the security deposit to any successor landlord, to be held by such successor as the security deposit hereunder on the above terms, and on such transfer to such successor, the transferring Landlord thereupon and without more shall be relieved from all further liability to Tenant with respect to the security deposit, and Tenant thereafter shall look only to such successor for the return of the security deposit.

22. Miscellaneous. The parties agree as follows:

(a) No consent or waiver by Landlord to or of any breach in the performance by Tenant of Tenant's agreements hereunder shall be construed as a consent or waiver to or of any other breach in the performance by Tenant of the same or any other agreement. No acceptance by Landlord of any rent or other payment hereunder, even with the knowledge of a breach by Tenant, shall be deemed a waiver thereof, nor shall any acceptance of rent or other such payment in a lesser amount than is herein required to be paid by Tenant, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any other manner other than as a payment on account by Tenant. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant or to declare Tenant in default, no matter how long such failure may continue, shall not be deemed to be a waiver by Landlord of any of Landlord's rights hereunder, and Landlord shall not be deemed to have waived any of Landlord's rights hereunder unless such waiver is contained in a written instrument signed by Landlord (and then only to the extent expressly waived in such written instrument). This lease may be amended only by a written instrument signed by the party or parties to be bound thereby.

(b) If Tenant continues to occupy the Premises after expiration of the Term or after the termination of this lease or the term hereof, Tenant shall have no more rights than a tenant at sufferance, but shall be liable for rent during such occupancy at a per diem rate equal to 200% of the aggregate per diem rental rate in effect hereunder immediately prior to such expiration or termination (including both base rent and additional rent), and shall be liable for any loss or expense incurred by Landlord due to such holding over. Nothing in this paragraph shall be construed to permit such holding over.

(c) If any provision of this lease or the application thereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this lease and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

(d) The provisions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit any assignment by Tenant except in accordance with the provisions of Section 13, and no assignee of Tenant shall have any rights hereunder unless the assignment to such assignee was accomplished in accordance with said Section 13. Wherever in this lease reference is made to either of the parties, it shall be held to include and apply to the heirs, legal representatives, successors and permitted assigns of such party as if in each case so expressed, unless the context requires otherwise and regardless of the number or gender of such party. Notwithstanding the foregoing, it is agreed that the liability of any party who is a Landlord hereunder (whether the original Landlord or any successor Landlord) shall be limited to defaults occurring or arising during the period for which such party shall have been a Landlord, and such party shall not be liable for defaults occurring or arising at any time before such party obtained such party's interest as Landlord or after such party disposed of such party's interest as Landlord.

(e) If Landlord shall at any time be one or more individuals, or a joint venture, partnership (general or limited), corporation, limited liability company, trust or trustees of a trust, or other entity, it is specifically understood and agreed that there shall be no personal liability of Landlord or any joint venturer, partner (general or limited), shareholder, officer, director, member, manager, trustee, beneficiary or other owner under any of the provisions hereof or otherwise arising out of the use or occupation of the Premises by Tenant. In the event of a breach or default by Landlord of any of Landlord's obligations under or in connection with this lease or any claim against Landlord otherwise arising out of the use or occupation of the Premises by Tenant, Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of Tenant's remedies, and it is expressly understood and agreed that Landlord's liability in connection therewith shall in no event exceed the loss of such equity interest. Further, Landlord shall have no responsibility or liability for any failure of Landlord to fulfill any of Landlord's obligations under this lease if such failure is caused by accident, inability to obtain supplies, labor or materials, or any other cause beyond the reasonable control of Landlord; and any such failure (regardless of cause) shall not be construed as an eviction of Tenant, actual or constructive, nor entitle Tenant to an abatement of rent, nor release Tenant from prompt fulfillment of Tenant's obligations under this lease. In no event shall Landlord be liable for any indirect or consequential damages to Tenant resulting from any failure by Landlord to fulfill Landlord's obligations set forth in this lease or otherwise. In addition, in no event shall Landlord be liable for any loss of or damage to any of Tenant's property, except as otherwise required by law. Without limitation of the foregoing, Landlord disclaims, to the maximum extent permitted by law, any obligation or responsibility, express or implied, with regard to the security or safety of the Premises or the Property or the acts of vandals, trespassers, other tenants or other third parties.

(f) Tenant warrants and represents that Tenant has dealt with no broker or agent in connection with this lease or the Premises other than Access Commercial. In the event of any brokerage or similar claim of any party against Landlord predicated upon dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless from and against all expenses, losses, claims, damages, obligations or liabilities of whatever nature (including, without limitation, court costs and reasonable attorneys' fees) incurred by Landlord arising from such claim. Landlord agrees to pay brokerage fees to Access Commercial with respect to this lease in accordance with a separate agreement.

(g) In the event Tenant fails to pay when due any rent or other payments due under this lease, which failure continues for five days, then Tenant shall pay to Landlord, as additional rent, both (i) a late payment charge in an amount equal to \$150, and (ii) interest on such overdue amount from the date such amount becomes due to the date on which same is paid at an annual interest rate equal to the Lease Interest Rate (as defined in Section 18 above). Further, in addition, in the event that any check representing any rent or other payment due under this lease is returned for insufficient funds or any electronic transfer of funds representing any rent or other payment due under this lease is not completed because of insufficient funds or processing error by Tenant's bank, then Tenant shall pay to Landlord an administrative fee equal to Landlord's then current charge for a "bounced" payment, which administrative fee is currently \$25.

(h) Landlord agrees that, upon Tenant's paying the rent and performing and observing the agreements, obligations, and other provisions hereunder on Tenant's part to be performed and observed, Tenant shall and may have, hold and enjoy the Premises during the Term without any manner of hindrance from Landlord or anyone claiming under Landlord, subject to the provisions of this lease.

(i) This lease shall constitute the entire agreement between the parties relative to the Premises, and no oral statements and no prior written matter not specifically incorporated herein shall be of any force or effect; and, without limiting the generality of the foregoing, Tenant acknowledges that Landlord makes and has made no representation or warranty of any nature regarding the Premises, including, without limitation, any representation or warranty as to the potential revenue that may be derived from Tenant's operations at the Premises or as to the amount of revenue that has been derived from the operations of any prior occupants of the Premises.

(j) The section headings throughout this lease are for convenience and reference only, and the words therein shall in no way be held to define or describe the scope or intent of this lease or in any way affect this lease.

(k) No copy of this lease or any portion hereof shall be recorded in any registry of deeds or any Land Court registry district.

(l) Time is of the essence under this lease.

(m) Neither the vacating of the Premises by Tenant nor the delivery of keys to or the acceptance of keys by Landlord or any employee or agent of Landlord shall operate as a termination of the term of this lease or a surrender or an acceptance of surrender of the Premises.

(n) The provisions of paragraph (c) of Section 7 and the provisions of Sections 9, 19, 20, 21 and 22 of this lease shall survive the expiration or termination of the Term and shall survive the termination of this lease. Nothing in this paragraph (n) shall be construed to relieve Landlord or Tenant at any time of their respective obligations under other provisions of this lease. If two or more parties are named herein as Tenant, their obligations hereunder shall be joint and several.

(o) Tenant represents and warrants to Landlord that Tenant and each individual who has a direct or indirect ownership interest in Tenant or who exercises any management control over Tenant is not (i) in violation of any laws relating to terrorism or money laundering, (ii) among the individuals or entities identified on any list published by the U.S. Treasury Department Office of Foreign Assets Control or by any Executive Order of the President of the United States or by any other governmental body, organization, agency, unit or authority for the purpose of identifying suspected terrorists, or (iii) otherwise banned or blocked from engaging in transactions in United States of America.

(p) This lease is to be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without application of principles of conflict of laws.

(q) Landlord and Tenant acknowledge and agree that in the event any executive order is issued by the Commonwealth of Massachusetts specifically in connection with COVID-19 (a "COVID Executive Order") which results in an absolute prohibition of in-person dining in restaurants in Concord, Massachusetts or statewide on a general basis (and not specifically directed to Tenant or its business) ("Absolute Prohibition") such that Tenant cannot operate its business at the Premises for the Permitted Use, then Tenant shall not be required to pay base rent during the period of such Absolute Prohibition until such Absolute Prohibition is rescinded, no longer in effect, or otherwise no longer prohibits Tenant from operating its business at the Premises for the Permitted Use (provided, however, Tenant shall continue to pay all additional rent and other costs contemplated hereunder during any Absolute Prohibition). In the event Tenant does not pay any base rent during any Absolute Prohibition, at Landlord's option, Landlord may require Tenant to extend the Term of this lease 1.5 days for each day Tenant did not pay base rent during an Absolute Prohibition, and the base rent during any such extension shall be the base rent for the last month of the then Term (and Tenant shall execute an amendment in a form acceptable to Landlord to reflect same). For the avoidance of doubt, any partial restrictions associated with any COVID Executive Orders (for example, a COVID Executive Order requiring that restaurants reduce their occupancy capacity by a certain percentage) shall not trigger Tenant's right to not pay base rent under this paragraph (q). Additionally, notwithstanding anything to the contrary in paragraph (c) of Section 4 above, Landlord shall not be required to pay the Tenant Improvement Allowance while Tenant is not paying base rent under this paragraph (q), and the due date for paying such Tenant Improvement Allowance shall automatically be extended day-for-day for each day Tenant is not paying base rent as aforesaid.

23. Liquor License Contingency. Commencing on or before the date of this lease, Tenant shall, at Tenant's sole expense, use all due diligence to obtain a license to pour all alcoholic beverages at the Premises (the "Liquor License"). If, despite Tenant's due diligence, the Liquor License is not Finally Issued (as defined below) on or prior to the Contingency Deadline Date (as defined below), then this lease shall automatically terminate at the close of business on the Contingency Deadline Date (as the same may be extended as provided below). In the event of such termination, Tenant shall withdraw and terminate its application for the Liquor License, Landlord shall return to Tenant the security deposit and prepaid rent previously paid by Tenant to Landlord hereunder, without interest, and this lease shall thereafter be null and void, except for any provisions hereof that survive termination of this lease. For the purposes hereof, the Liquor License shall be deemed to be "Finally Issued" when both (y) the Liquor License is formally granted by the applicable governmental authorities, and (z) any appeal period applicable to the granting of the Liquor License has expired without the filing of an appeal (or with any such appeal having been dismissed or defeated, without any further right of appeal). For the purposes hereof, the "Contingency Deadline Date" shall mean 90 days after the Commencement Date of this lease, except that if the Liquor License is not Finally Issued on or before such Contingency Deadline Date, but the application for the Liquor License is then still pending and has not been denied, then at Landlord's election, the Contingency Deadline Date shall be extended one or more times, up to a maximum aggregate extension not exceeding three months, in which event Tenant shall, until the final Contingency Deadline Date, continue to use all due diligence to cause the Liquor License to be Finally Issued.

24. Lease Not Binding until Signed. Presentation of this lease to Tenant does not constitute an offer to lease; and Landlord shall not be bound by this lease unless and until this lease is executed and delivered by Landlord.

[signatures on next page]

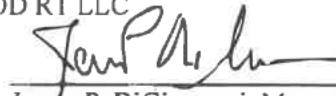
Delivery of any signature (whether handwritten, facsimile stamp, electronic, or otherwise) on this lease by any method, including without limitation, by fax, e-mail, or other electronic transmission, shall be as fully effective as delivery of an original handwritten signature in person.

EXECUTED under seal this 1 day of ^{Fb.} ~~January~~, 2024.

LANDLORD:

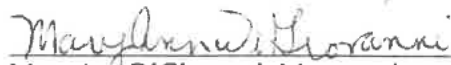
PERIOD RT LLC

By:



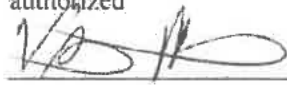
James P. DiGiovanni, Manager, hereunto duly authorized

By:



Mary Ann DiGiovanni, Manager, hereunto duly authorized

By:



Vincent G. MacNutt, Manager, hereunto duly authorized

TENANT:

DARIOS CONCORD INC

By:



Elmer Melendez, President, hereunto duly authorized

EXHIBIT A

See attached floor plan.

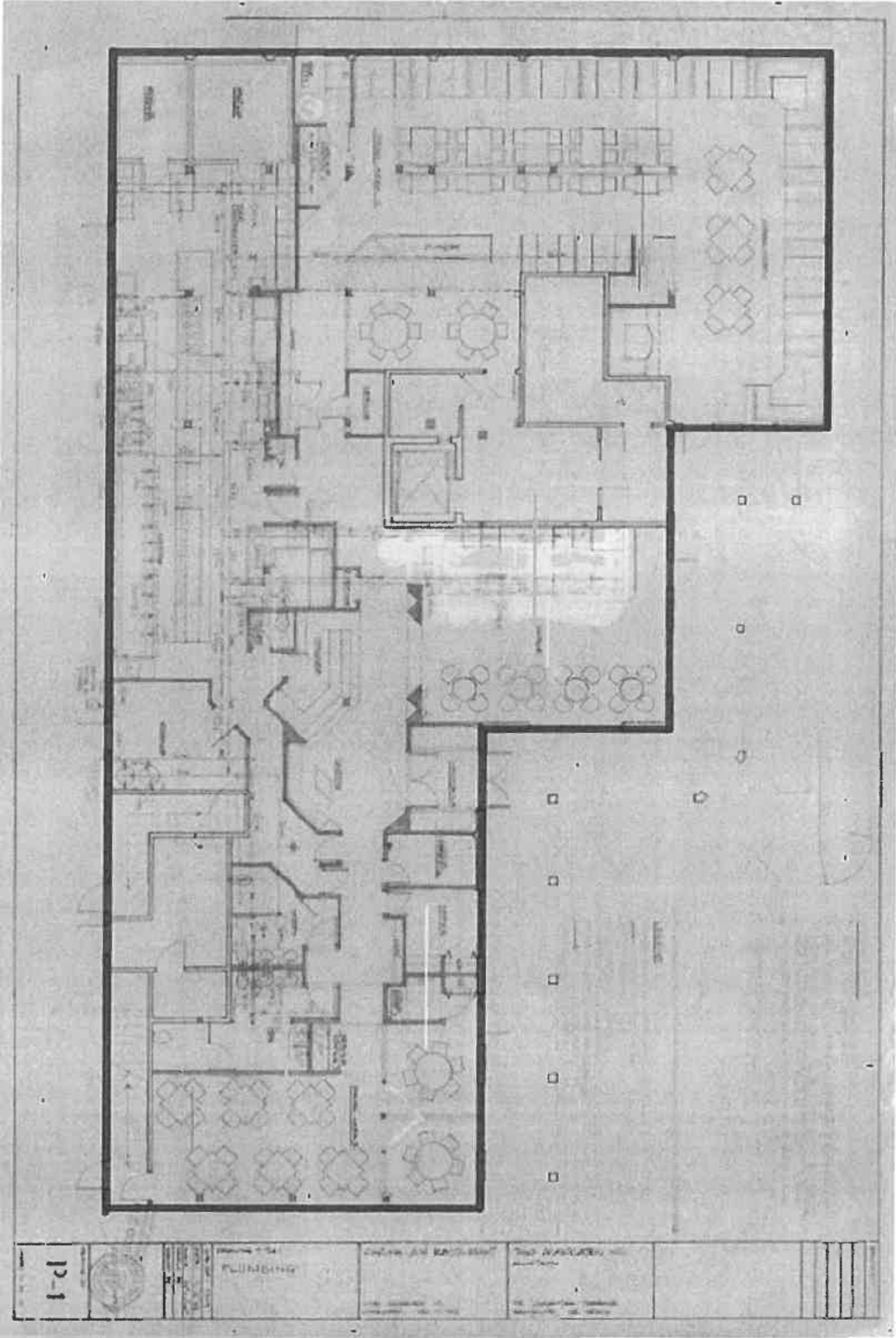


EXHIBIT B

See attached site plan.

EXHIBIT C

See attached form of Rent Commencement Date acknowledgment.

ACKNOWLEDGMENT OF RENT COMMENCEMENT DATE

Reference is made to that certain Lease dated _____, 2024 by and between Period RT LLC, a Massachusetts limited liability company, and Darios Concord Inc, a Massachusetts corporation (the "Lease").

WHEREAS, pursuant to Section 3(a) of the Lease, the parties are to execute a written instrument acknowledging the Rent Commencement Date (as defined in the Lease) after such date is established, and such date has been established.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the undersigned hereby acknowledge and agree that the Rent Commencement Date [is/was] on _____, 2024.

Delivery of any signature (whether handwritten, facsimile stamp, electronic, or otherwise) on this document by any method, including without limitation, by fax, e-mail, or other or electronic transmission, shall be as fully effective as delivery of an original signature in person.

EXECUTED under seal this _____ day of _____, 2024.

LANDLORD: PERIOD RT LLC

By: _____
James P. DiGiovanni, Manager, hereunto duly
authorized

By: _____
Mary Ann DiGiovanni, Manager, hereunto duly
authorized

By: _____
Vincent G. MacNutt, Manager, hereunto duly
authorized

TENANT: DARIOS CONCORD INC

By: _____
Elmer Melendez, President, hereunto duly
authorized

GUARANTY OF LEASE

This Guaranty of Lease ("this Guaranty") is made by the undersigned ("Guarantor") with respect to the lease executed on or about this date between Period RT LLC, a Massachusetts limited liability company, as Landlord, and Darios Concord Inc, a Massachusetts corporation, as Tenant, relating to premises located at 10 Concord Crossing, Concord, Massachusetts (a/k/a 178 Sudbury Road, Concord, Massachusetts) (such lease, as the same may be amended in accordance with its terms, is hereinafter referred to as the "Lease"). Any capitalized term used herein that is not defined herein shall have the meaning ascribed to such term in the Lease.

WHEREAS, in order to induce Landlord to enter into the Lease, Guarantor (who is the sole owner of Tenant) has agreed to execute and deliver this Guaranty; and

WHEREAS, the execution and delivery of this Guaranty is a condition required by Landlord for Landlord's agreement to enter into the Lease;

NOW, THEREFORE, in consideration for One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Landlord to enter into the Lease with Tenant, and intending to be bound hereby, Guarantor hereby unconditionally guarantees to Landlord the full and punctual payment, performance and observance of all of the terms, covenants, conditions and agreements contained in the Lease to be paid, performed and observed by Tenant (the "Guaranteed Obligations"). The liability of Guarantor under this Guaranty shall be primary, and Guarantor agrees that Guarantor may be joined in any action against Tenant in connection with the Lease and that recovery may be had against Guarantor in such action or in any independent action against Guarantor without Landlord first pursuing or exhausting any remedy or claim against Tenant. If for any reason Tenant has no legal existence or is otherwise under no legal obligation to honor Tenant's undertakings in connection with the Lease, this Guaranty shall nevertheless be binding on Guarantor to the same extent as if Guarantor at all times had been the tenant named in the Lease.

This Guaranty is an absolute, unconditional, unlimited and continuing guaranty of the full and punctual payment, performance and observance by Tenant of the Guaranteed Obligations and not of their collectability only, and is in no way conditioned upon any requirement that Landlord first attempt to collect any of the Guaranteed Obligations from Tenant, or upon any other contingency whatsoever. Upon any default by Tenant in the full and punctual payment, performance and observance of the Guaranteed Obligations, the liabilities and obligations of Guarantor hereunder with respect to such Guaranteed Obligations as are then in default shall, at the option of Landlord, become forthwith due and payable to Landlord without demand or notice of any nature, all of which are expressly waived by Guarantor. Payments or performance by Guarantor hereunder may be required by Landlord on any number of occasions. Guarantor expressly waives notice of non-payment, non-performance or non-observance by Tenant under the Lease, and further waives all other notices and all demands and suretyship defenses and all other defenses in the nature thereof. The obligations of Guarantor hereunder shall in no way be affected or limited by reason of the granting by Landlord of any indulgence to Tenant, or by Landlord's pursuit or failure to pursue against Tenant or any other party any remedy available to

Landlord under the Lease or at law or in equity, and to this end (but without limiting the generality of the foregoing) Guarantor gives to Landlord full authority in Landlord's sole discretion to vary, exchange, release or discharge, wholly or partially, or delay in or abstain from perfecting and enforcing, any security or guaranty or other means of obtaining payment of, any of the Guaranteed Obligations that Landlord now has or acquires after the date hereof.

The failure of Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms or provisions of the Lease or to exercise any right in connection therewith shall not be construed or deemed to be a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect. Receipt by Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed to be a waiver of such breach. The rights and remedies of Landlord under the Lease, this Guaranty, and under applicable law, shall not be exclusive, and may be exercised individually or in any combination and in such order as Landlord may determine in Landlord's sole discretion. No exercise by Landlord of any such right shall be deemed to be a waiver of any other right. No failure by Landlord to assert any right, no matter how long such failure may continue, shall constitute a waiver of such right. Landlord shall not be deemed to have waived any of Landlord's rights unless such waiver is set forth in a written instrument signed by Landlord, and then only to the extent specifically set forth therein. No provision of this Guaranty can be changed, waived, discharged or terminated except by an instrument in writing signed by Landlord and Guarantor expressly referring to the provision of this Guaranty to which such instrument relates.

Guarantor agrees that this Guaranty shall continue to be effective and/or shall be reinstated, notwithstanding any prior termination resulting from a payment made with respect to any of the Guaranteed Obligations, if at any time any payment made or value received with respect to any of the Guaranteed Obligations is rescinded or must otherwise be returned by Landlord due to the insolvency, bankruptcy or reorganization of Tenant, or otherwise, all as though such payment had not been made or such value had not been received. Guarantor further agrees that Guarantor waives any right that Guarantor may have against Tenant, arising as a result of payment or other performance by Guarantor under this Guaranty, whether arising by way of any right of subrogation, contribution, reimbursement or otherwise, until all Guaranteed Obligations have been irrevocably satisfied in full.

This Guaranty shall remain and continue in full force and effect following, and shall apply to, any renewal, modification, amendment or extension of the Lease, whether or not Guarantor shall have received any notice of or consented to such renewal, modification, amendment or extension.

Guarantor shall be liable for and shall indemnify Landlord from all costs and expenses in connection with the enforcement of the Lease and/or the enforcement of this Guaranty, including, without limitation, court costs and reasonable attorneys' fees, in addition to any other amounts that may be due under the terms of the Lease and/or this Guaranty.

This Guaranty is intended to take effect as a sealed instrument to be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without application of principles of conflict of laws. The provisions of this Guaranty shall be binding

upon Guarantor and the heirs, legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of Landlord and the successors and assigns of Landlord.

Delivery of any signature (whether handwritten, facsimile stamp, electronic, or otherwise) on this Guaranty by any method, including without limitation, by fax, e-mail, or other electronic transmission, shall be as fully effective as delivery of an original handwritten signature in person.



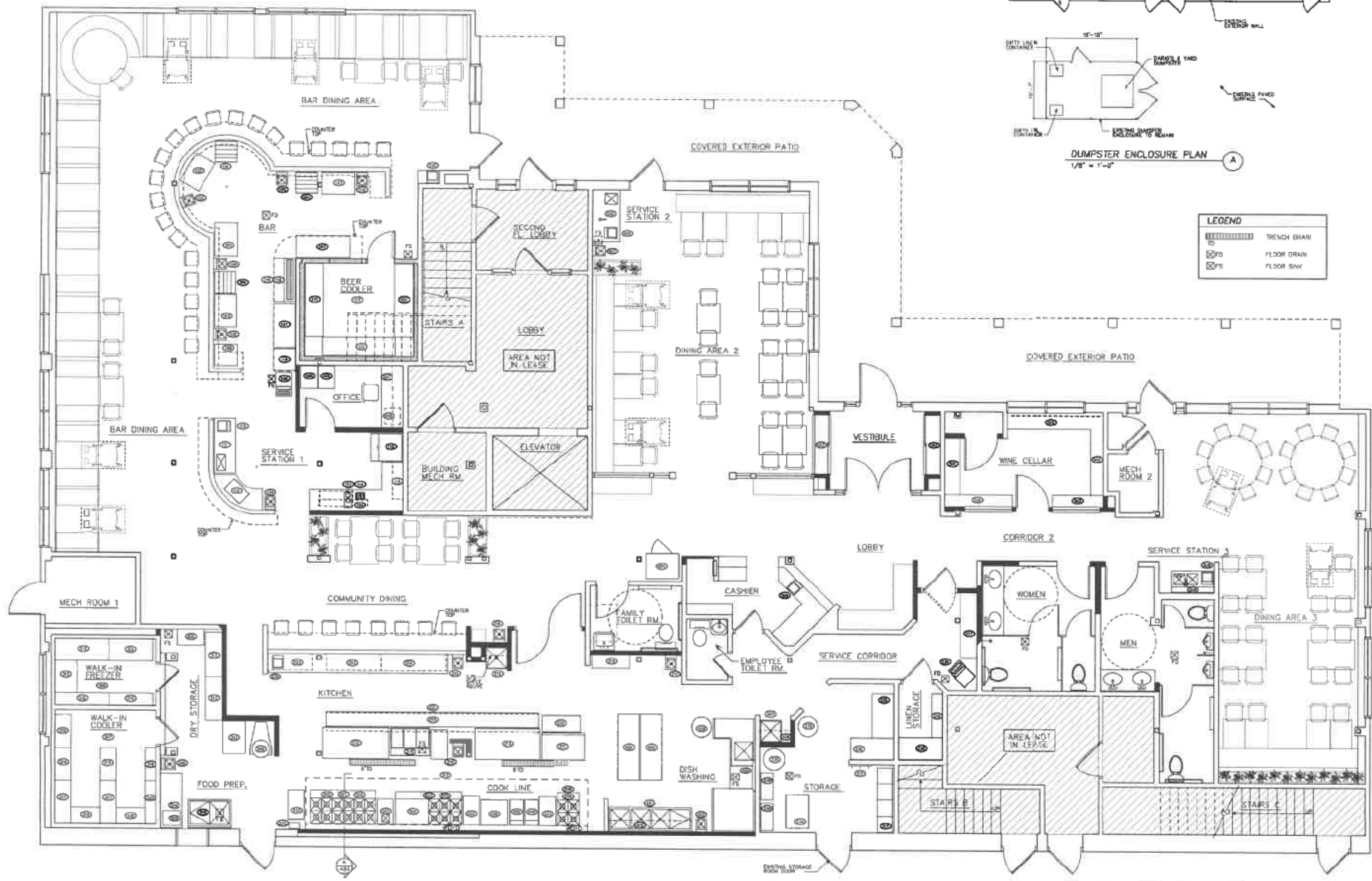
Fb.

EXECUTED under seal this 1 day of ~~January~~, 2024.

GUARANTOR:


Elmer Melendez

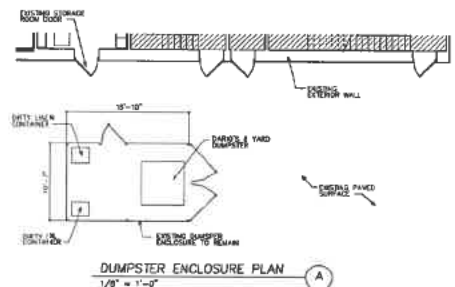
3505663.1 06203.000



FOOD SERVICE FLOOR PLAN
1/8" = 1'-0"

NOTE:
REFER TO SHEET FS2.1 FOR
EQUIPMENT SCHEDULE.

CONSTRUCTION SET
ISSUED FOR BUILDING PERMIT
JULY 26, 2024



DUMPSTER ENCLOSURE PLAN
1/8" = 1'-0"

LEGEND

	TRENCH DRAIN
	FLOOR DRAIN
	FLOOR SINK

LORIGAN ARCHITECTS
377 Main Street
Fitchburg, MA 01420
Voice 878.686.3012
info@loriganarchitects.com

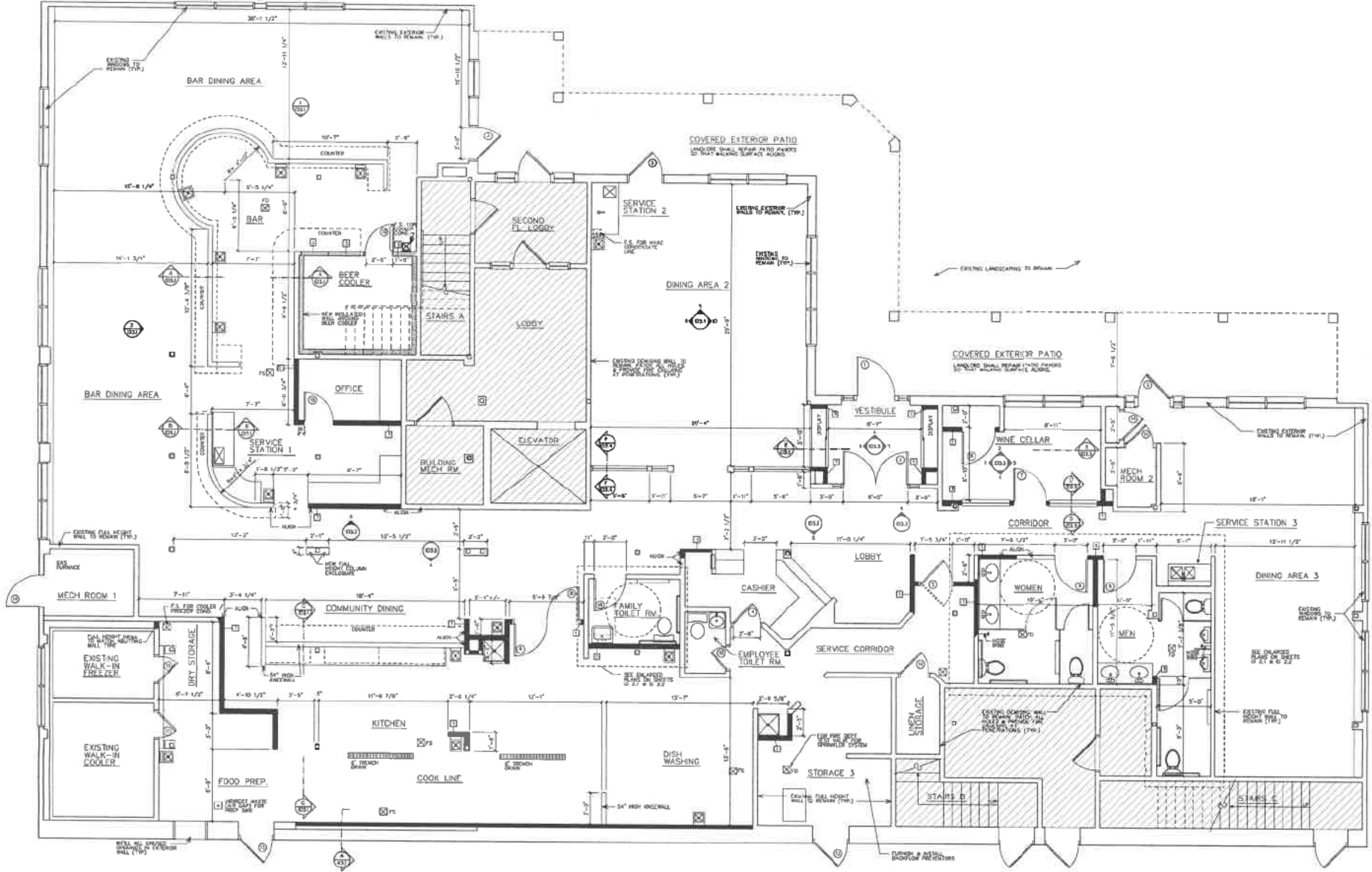


NO.	DATE	BY	DESCRIPTION
1	07-26-24	WAL	ISSUED FOR PERMIT

PROJECT 23081
PROPOSED RESTAURANT REMODEL
FOR
DARIO'S RISTORANTE
AT CROSSING
IN CONCORD, MA

PROJECT ARCHITECT ©
DRAWN BY: WAL
DATE: 07-26-24

FOOD SERVICE
FLOOR PLAN
FS1.1



PROPOSED FLOOR PLAN
 1/4" = 1'-0"

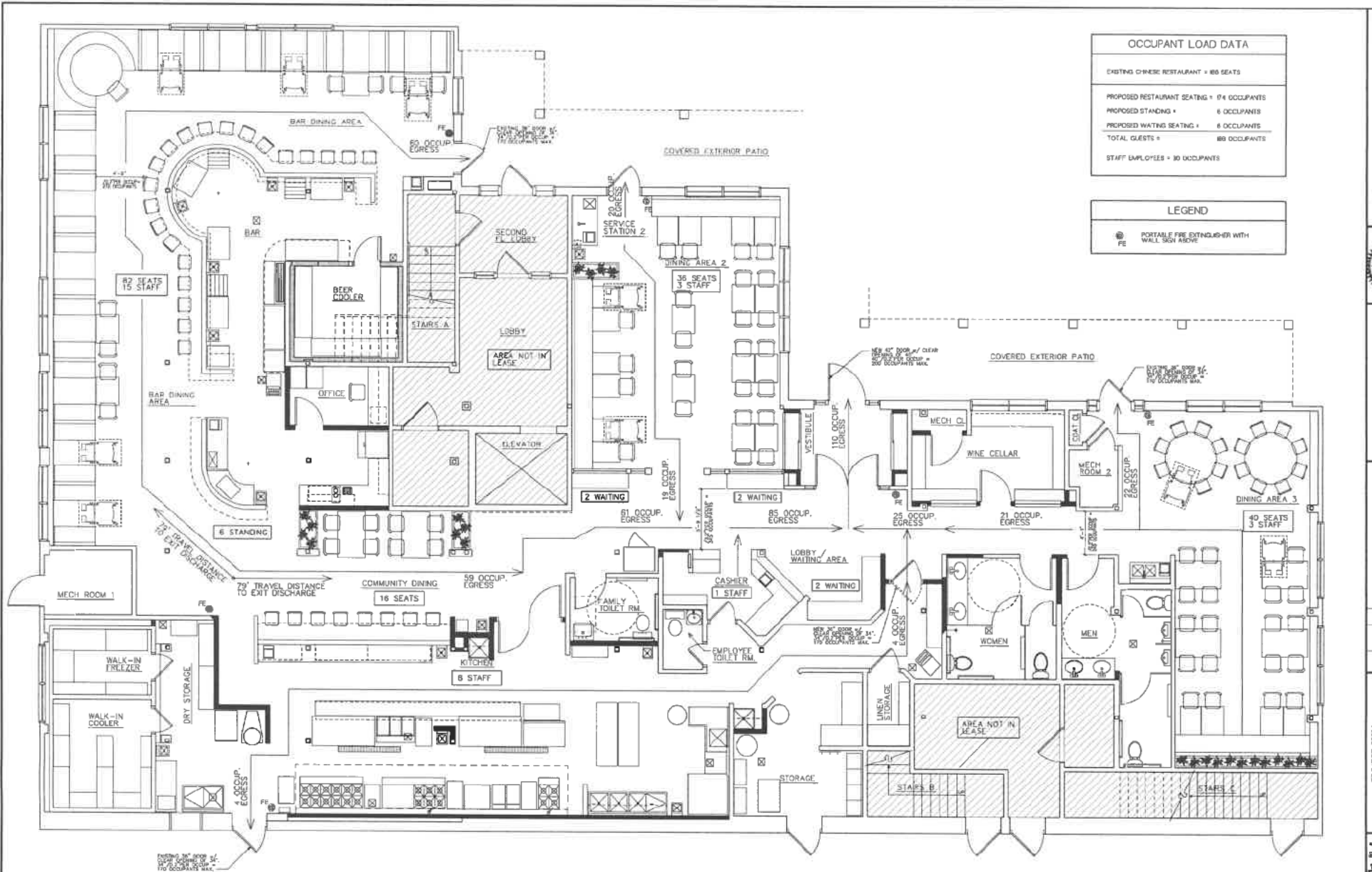
CONSTRUCTION SET
 ISSUED FOR BUILDING PERMIT
 JULY 29, 2024



NO.	DATE	BY	DESCRIPTION
1	07-29-24	ML	ISSUE FOR BUILDING PERMIT

PROJECT 23051
 PROPOSED RESTAURANT REMODEL
DARIO'S RISTORANTE
 10 CONCORD CROSSING
 CONCORD, MA

PROJECT NUMBER: 23051
 DRAWN BY: ML
 DATE: 07-29-24



OCCUPANT LOAD DATA	
EXISTING CHINESE RESTAURANT	= 80 SEATS
PROPOSED RESTAURANT SEATING	= 84 OCCUPANTS
PROPOSED STANDING	= 6 OCCUPANTS
PROPOSED WAITING SEATING	= 6 OCCUPANTS
TOTAL GUESTS	= 89 OCCUPANTS
STAFF EMPLOYEES	= 30 OCCUPANTS

LEGEND	
	PORTABLE FIRE EXTINGUISHER WITH WALL SIGN ABOVE

EGRESS - LIFE SAFETY PLAN
1/4" = 1'-0"



NO.	DATE	BY	DESCRIPTION

PROJECT 2001
PROPOSED RESTAURANT REMODEL
FOR
DARIO'S RISTORANTE
AT CROSSING
10 CONCORD, MA

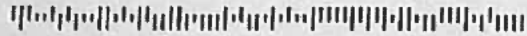


PROJECT DOCUMENT
DRAWN BY: DATE
WAL 07-23

EGRESS LIFE SAFETY PLAN



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DARIOS CONCORD INC
[REDACTED]

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, 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 COMPLETION

This certifies that

Robert Novacek

is awarded this certificate for

TIPS Off-Premise and Alcohol Delivery Training

Hours
3.00

Completion Date
11/16/2023

Expiration Date
11/15/2026

Certificate #
OFF-000030

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)

TIPS Off-Premise & Delivery

Issued: 11/16/2023
Certificate #: OFF-000030310658

Robert Novacek
170 Island Rd.
Lunenburg MA 01462

CERTIFIED

Expires: 11/15/2026



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the



ID # 22404032
CARD # 22836553

ServSafe Alcohol® ADVANCED CERTIFICATE



ELMER MELENDEZ

NAME

8/31/2022

DATE OF EXAMINATION

Card expires three years from the date of examination (four years in Maryland). Local laws apply.



ID # 22404033
CARD # 22836554

ServSafe Alcohol® ADVANCED CERTIFICATE



MAGANA MELENDEZ

NAME

8/31/2022

DATE OF EXAMINATION

Card expires three years from the date of examination (four years in Maryland). Local laws apply.

**TOWN OF CONCORD
SELECT BOARD**

LEGAL NOTICE

Notice is hereby given that a Public Hearing will be held during the Select Board meeting at the Town House, Select Board Room (2nd Floor) at 22 Monument Square and via Zoom on Monday, February 10, 2025 at 6:00 PM for the application of Dario's Concord Inc., DBA Dario's Concord, located at 10 Concord Crossing, for a new On-Premise All Alcohol Liquor License.

Please view the Select Board meeting agenda at www.concordma.gov ahead of the meeting to confirm the time of the Hearing. Any questions on the application may be directed to the Concord Town Manager's Office, Shannon McAndrew at smcandrew@concordma.gov or 978-318-3003.

By order of the Select Board

Mark Howell, Clerk

Town requirement - Alt. Manager of Record

Listing of Documents Filed

Change of Manager
Darios Concord Inc.

1. AMENDMENT – Change of Manager (with Continuation Page);
2. Applicant's Statement;
3. Entity Vote;
4. CORI Authorization Form and Driver's License (Gloria Marlenis Melendez de Giron);
5. Proof of Citizenship for Gloria Marlenis Melendez de Giron (US Passport);
6. TIPS Certification (Gloria Melendez de Giron)



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
Darios Concord Inc.	Concord	

2. APPLICATION CONTACT

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

Name	Title	Email	Phone
Andrew Sprow, Esq.		andrew@vaillancourtlaw.com	(978) 578-7851

3A. MANAGER INFORMATION

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

Proposed Manager Name	Gloria Marlenis Melendez de Giron	Date of Birth	[REDACTED]	SSN	[REDACTED]
Residential Address	[REDACTED]				
Email	[REDACTED]	Phone	[REDACTED]		
Please indicate how many hours per week you intend to be on the licensed premises	35	Last-Approved License Manager	Robert Novacek		

3B. CITIZENSHIP/BACKGROUND INFORMATION

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

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
		See Continuation Page		

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 [Signature] Date 01/15/2025

Continuation Page

Application for a New License
Darios Concord Inc.

10. Manager Application

C. Employment Information (Gloria Marlenis Melendez de Giron)

<u>Dates</u>	<u>Position</u>	<u>Employer</u>	<u>Supervisor</u>
2023 - Present	General Manager	Dario's On Main 655 Main Street Fitchburg, MA 01420	Robert Novacek
2020 - 2023	Chef	Olive Garden Restaurant 2590 S. Pleasant Valley Rd. Winchester, VA 22601	Royden Lippincott
2017 - 2020	Chef	Olive Garden Restaurant 3 Orchard Hill Park Dr. Leominster, MA 01453	James Miller
2009 - 2017	Chef	Olive Garden Restaurant 2590 S. Pleasant Valley Rd. Winchester, VA 22601	Royden Lippincott

APPLICANT'S STATEMENT

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

of
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:
Title:

Date:

ENTITY VOTE

The Board of Directors or LLC Managers of
Entity Name
duly voted to apply to the Licensing Authority of
City/Town and the
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,



Corporate Officer /LLC Manager Signature

ELMER MELENDEZ
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
 CHAIRMAN

CORI REQUEST FORM

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: Darios Concord Inc. CITY/TOWN: Concord

APPLICANT INFORMATION

LAST NAME: Melendez de Giron FIRST NAME: Gloria MIDDLE NAME: Marlenis
 MAIDEN NAME OR ALIAS (IF APPLICABLE): Melendez PLACE OF BIRTH: El Salvador
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED: Massachusetts
 GENDER: FEMALE HEIGHT: WEIGHT: EYE COLOR: Brown
 CURRENT ADDRESS:
 CITY/TOWN:
 FORMER ADDRESS:
 CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: Gloria Melendez de Giron APPLICANT/EMPLOYEE SIGNATURE: *Gloria Melendez de Giron*

NOTARY INFORMATION

On this JANUARY 15, 2025 before me, the undersigned notary public, personally appeared Gloria Melendez de Giron
 (name of document signer), proved to me through satisfactory evidence of identification, which were 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:
 SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:
 The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. 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 DCII via mail or by fax to (617) 660-4614.



Steven M. Vaillancourt
 NOTARY PUBLIC
 Commonwealth of Massachusetts
 My Commission Expires
 October 5, 2029

MASSACHUSETTS

DRIVER'S
LICENSE



Gloria Mariens



4a ISS 01/11/2024

4d NUMBER

4b EXP 10/13/2028

3 CLASS 12 REST

D NONE

NONE

1 MELENDEZ DE GIRON
2 GLORIA MARIENS

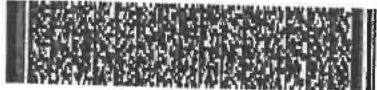
M. A. Adams



240115105
411870031



www.mass.gov/rmv
MA 62222016
10/13/1988
CLASS -
D: Small vehicle less than
26,001 lbs, except school
bus.



ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE

CHANGE OF ADDRESS. PRINT BELOW, PERMANENT INK.

We the People

Of the United States,

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



88
M. Melendez

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE



UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. de Pasaporte

P USA

Surname / Nom / Apellidos

MELENDEZ DE GIRON

Given Names / Prénoms / Nombres

GLORIA MARLENIS

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

EL SALVADOR

Date of issue / Date de délivrance / Fecha de expedición

24 Jan 2020

Date of expiration / Date d'expiration / Fecha de caducidad

23 Jan 2030

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

F

Authority / Autorité / Autoridad

United States

Department of State



CERTIFICATE OF COMPLETION


This certifies that


Gloria Melendez de Giron

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

 Hours
3.00

 Completion Date
11/17/2023

 Expiration Date
11/16/2026

 Certificate #
ON-000030308226


Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78739 | www.360training.com

← (OUT HERE)

(OUT HERE) →

 On-Premise
Issued: 11/17/2023
Certificate #: ON-000030308226

Gloria Melendez de Giron
37 Vine St.#2
Leominster MA 01453

CERTIFIED

Expires: 11/16/2026

 | 

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



Concord Select Board Meeting
AGENDA ACTION REQUEST
Monday, February 10, 2025

7

FY26 Town Operating Budget Update

**Presenter: Anthony Ansaldi, Chief
Financial Officer**

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 10, 2025



THE TOWN OF
CONCORD
MASSACHUSETTS

Agenda

- Discuss FY26 Operating Budget Update
- Discuss FY26 Operating Budget for Joint Accounts
- Overview of the Town FY26 Budget Calendar
- Review FY26 Departmental Requests



THE TOWN OF
CONCORD
 MASSACHUSETTS

Finance Committee Final Guideline for FY26

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%

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
- ✓ 2/10/25 – FY26 Operating Budget Update for Select Board



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Summary

Town Government Operating Budget								
Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change	Reductions	Recommended FY26 Budget	FY25-26 % Change
General Government								
		Total: General Government	\$ 6,002,619	\$ 6,263,861	4%	\$ 434,268	\$ 5,829,593	-2.88%
Finance								
		Total: Finance	\$ 2,599,727	\$ 2,729,176	5%	\$ 35,317	\$ 2,693,859	3.62%
Planning & Land Management								
		Total: Planning & Land Management	\$ 2,628,721	\$ 2,463,717	-6%	\$ (124,569)	\$ 2,588,286	-1.54%
Human Services								
		Total: Human Services	\$ 3,488,951	\$ 3,698,610	6%	\$ 58,957.00	\$ 3,639,653	4.32%
Public Safety								
		Total: Public Safety	\$ 12,106,896	\$ 12,759,495	5%	\$ 168,932.00	\$ 12,590,563.00	3.99%
Public Works								
		Total: Public Works	\$ 5,112,219	\$ 5,555,695	9%	\$ 168,760.40	\$ 5,386,934.60	13.64%
Unclassified								
		Total: Unclassified	\$ 806,506	\$ 815,892	1%	\$ (134,108.00)	\$ 950,000	17.79%
Total Town Government								
		Total: Town Government	\$ 32,745,639	\$ 34,286,446	4.49%	\$ 607,557.00	\$ 33,678,889.00	2.85%
							\$ 33,678,889.00	Guidelines
							\$ -	Delta



THE TOWN OF
CONCORD
MASSACHUSETTS

FY26 Reductions

- FTE Reductions
 - 2.5 FTE
 - Human Resources (1) Temp Services Management Specialist/Consultant
- FTE Staffing Salary Adjustments
- Elimination of all Vehicle Allowances
- Elimination of Overtime for all departments, except Public Safety and Public Works
- Reduction in Fire Department overtime
- Library Impact – Sunday Closure
- Adjusting expense accounts to align with historical spending



THE TOWN OF
CONCORD
MASSACHUSETTS

FY26 Recommendations

- An immediate hiring freeze (pause) and before positions are approved to be posted, they must be presented by the department head to a tripartite panel consisting of the Town Manager, CFO and Asst. TM/HR Director to evaluate necessity and if funding is sustainable.
- Beginning July 1st, the only take-home cars that should be allowed is Public Safety (Police & Fire) and the Director of Public Works. The vehicles that were assigned to these individuals should become “pool” vehicles for use by other departments. This will create a savings in gasoline, electricity, and future capital request for vehicles that we weren’t able to fund this year and will continue to be a challenge for funding in future years.
- Beginning July 1st, we reduce the number of P-Cards that currently are assigned to staff.
- During FY26, evaluate every department to determine if they are staffed appropriately.
- Consider consolidation of services with Concord Public Schools.



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

General Government

Town Government Operating Budget								
Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change	Reductions	Recommended FY26 Budget	FY25-26 % Change
General Government								
1	A	Town Managers Office	\$ 864,166	\$ 999,501	16%	\$ 187,940	\$ 811,561	-6.09%
	B	Human Resources	\$ 481,562	\$ 660,629	37%	\$ 37,470	\$ 623,159	29.40%
	C	Information Systems	\$ 1,828,904	\$ 1,597,970	-13%	\$ (154,028)	\$ 1,751,998	-4.21%
	D	Town Meetings & Reports	\$ 100,000	\$ 134,100	34%	\$ 12,000	\$ 122,100	22.10%
	E	Facilities Administration	\$ 2,077,139	\$ 2,246,419	8%	\$ 320,926	\$ 1,925,493	-7.30%
	F	Parks & Playgrounds	\$ 110,848	\$ 75,278	-32%	\$ 18,960	\$ 56,318	-49.19%
	G	Resource Sustainability	\$ 140,000	\$ 149,964	7%	\$ 11,000	\$ 138,964	-0.74%
	H	Visitor's Center	\$ -	\$ -	0%	\$ -	\$ -	
	I	Adjustment	\$ -	\$ -	0%	\$ -	\$ -	
		Sub-total:	\$ 5,602,619	\$ 5,863,861	5%	\$ 434,268	\$ 5,429,593	-3.09%
2	A	Legal Services	\$ 400,000	\$ 400,000	0%	\$ -	\$ 400,000	0.00%
		Total: General Government	\$ 6,002,619	\$ 6,263,861	4%	\$ 868,535	\$ 5,829,593	-2.88%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Finance

Town Government Operating Budget								
Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change	Reductions	Recommended FY26 Budget	FY25-26 % Change
Finance								
	3 A	Finance Administration	\$ 756,342	\$ 670,289	-11%	\$ 36,771	\$ 633,518	-16.24%
	B	Treasurer - Collector	\$ 476,700	\$ 509,196	7%	\$ 13,571	\$ 495,625	3.97%
	C	Town Accountant	\$ 392,374	\$ 484,281	23%	\$ (30,168)	\$ 514,449	31.11%
	D	Assessors	\$ 442,730	\$ 494,106	12%	\$ 5,346	\$ 488,760	10.40%
	E	Town Clerk	\$ 457,834.00	\$ 495,628.00	8%	\$ 2,697	\$ 492,931	7.67%
	F	Elections	\$ 60,289	\$ 60,261	0%	\$ 6,000	\$ 54,261	-10.00%
	G	Registrars	\$ 13,458	\$ 15,415	15%	\$ 1,100	\$ 14,315	6.37%
		Total: Finance	\$ 2,599,727	\$ 2,729,176	5%	\$ 35,317	\$ 2,693,859	3.62%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Planning & Land Management

Town Government Operating Budget								
Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change	Reductions	Recommended FY26 Budget	FY25-26 % Change
Planning & Land Management								
4	A	Planning Administration	\$ 631,968	\$ 661,788	5%	\$ (1,993)	\$ 663,781	5.03%
	B	Natural Resources	\$ 456,982.00	\$ 475,997.00	4%	\$ 35,100	\$ 440,897	-3.52%
	C	Inspections	\$ 608,664	\$ 585,385	-4%	\$ 6,456	\$ 578,929	-4.89%
	D	Health	\$ 598,077	\$ 582,603	-3%	\$ 19,140	\$ 563,463	-5.79%
	E	Economic Vitality & Tourism	\$ 329,887	\$ 157,944	-52%	\$ (180,129)	\$ 338,073	2.48%
	F	141 Keyes Road	\$ 3,143	\$ -	-100%	\$ (3,143)	\$ 3,143	0.00%
		Total: Planning & Land Management	\$ 2,628,721	\$ 2,463,717	-6%	\$ (124,569)	\$ 2,588,286	-1.54%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Human Services

Town Government Operating Budget								
Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change	Reductions	Recommended FY26 Budget	FY25-26 % Change
Human Services								
5	A	Library	\$ 2,505,138	\$ 2,684,668	7%	\$ 87,496.00	\$ 2,597,172	3.67%
	B	Senior Services						
		B1. Senior Services	\$ 670,851	\$ 742,132	11%	\$ 40,535.00	\$ 701,597	4.58%
		B2. Harvey Wheeler Community Cent.	\$ 67,277	\$ -	-100%	\$ (72,074.00)	\$ 72,074	7.13%
	C	Recreation Services						
		C1. Recreation	\$ -	\$ -	0%	\$ -	\$ -	
		C2. Hunt Recreation Center	\$ -	\$ -	0%	\$ -	\$ -	
	D	Human Services	\$ 97,738	\$ 103,578	6%	\$ -	\$ 103,578	5.98%
	E	Veteran's Services	\$ 84,525	\$ 95,082	12%	\$ -	\$ 95,082	12.49%
	F	Ceremonies & Celebrations	\$ 63,422	\$ 73,150	15%	\$ 3,000.00	\$ 70,150	10.61%
		Total: Human Services	\$ 3,488,951	\$ 3,698,610	6%	\$ 58,957.00	\$ 3,639,653	4.32%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Public Safety

Town Government Operating Budget								
Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change	Reductions	Recommended FY26 Budget	FY25-26 % Change
Public Safety								
6	A	Police Department	\$ 5,232,210	\$ 5,717,143	9%	\$ 28,650.00	\$ 5,688,493	8.72%
	B	Animal Control Office	\$ 29,393	\$ 31,100	6%	\$ 200.00	\$ 30,900	5.13%
	C	Police - Fire Station	\$ 40,406	\$ -	-100%	\$ (52,918.00)	\$ 52,918	30.97%
	D	Fire Department	\$ 6,789,002	\$ 6,996,552	3%	\$ 180,400.00	\$ 6,816,152	0.40%
	E	Emergency Management	\$ 14,194	\$ 14,700	4%	\$ 12,600.00	\$ 2,100	-85.21%
	F	West Concord Fire Station	\$ 1,691	\$ -		\$ -	\$ -	-100.00%
		Total: Public Safety	\$ 12,106,896	\$ 12,759,495	5%	\$ 168,932.00	\$ 12,590,563.00	3.99%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Public Works

Town Government Operating Budget								
Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change	Reductions	Recommended FY26 Budget	FY25-26 % Change
Public Works								
	7 A	Public Works Admin	\$ 458,696	\$ 519,252	13%	\$ 25,500.00	\$ 493,752	7.64%
	B	Engineering	\$ 693,132	\$ 777,094	12%	\$ 79,551.00	\$ 697,543	0.64%
	C	Highway Administration	\$ 2,031,753	\$ 2,092,871	3%	\$ 20,596.00	\$ 2,072,275	1.99%
	D	Winter Maintenance	\$ 655,500	\$ 655,500	0%	\$ -	\$ 655,500	0.00%
	E	Parks & Trees	\$ 873,271	\$ 1,062,067	22%	\$ 59,511.00	\$ 1,002,556	14.80%
	F	Cemetery	\$ 282,838	\$ 398,691	41%	\$ -	\$ 398,691	40.96%
	G	133/135 Keyes Rd	\$ 75,000	\$ -		\$ (10,424.00)	\$ 10,424	-86.10%
	H	Street Lighting	\$ 42,029	\$ 50,220	19%	\$ (5,973.60)	\$ 56,194	33.70%
		Total: Public Works	\$ 5,112,219	\$ 5,555,695	9%	\$ 168,760.40	\$ 5,386,934.60	13.64%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Update

Unclassified

Town Government Operating Budget								
Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change	Reductions	Recommended FY26 Budget	FY25-26 % Change
Unclassified								
	8	Employee Wellness	\$ 25,000				\$ -	
	A	Unused Sick Leave	\$ -				\$ -	
	B	Public Safety Disability	\$ -				\$ -	
	C	Employee Assistance Program	\$ -				\$ -	
		Sub-total:	\$ 25,000	\$ -			\$ -	
	9	Reserve Fund	\$ 200,000	\$ 200,000	0%	\$ (50,000.00)	\$ 250,000	25%
	10	Salary Reserve Fund	\$ 581,506	\$ 615,892	6%	\$ (84,108.00)	\$ 700,000	20%
	11	Land Fund	\$ -	\$ -	0%		\$ -	
		Total: Unclassified	\$ 806,506	\$ 815,892	1%	\$ (134,108.00)	\$ 950,000	17.79%



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating Budget Summary

Town Government Operating Budget								
Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change	Reductions	Recommended FY26 Budget	FY25-26 % Change
General Government								
		Total: General Government	\$ 6,002,619	\$ 6,263,861	4%	\$ 434,268	\$ 5,829,593	-2.88%
Finance								
		Total: Finance	\$ 2,599,727	\$ 2,729,176	5%	\$ 35,317	\$ 2,693,859	3.62%
Planning & Land Management								
		Total: Planning & Land Management	\$ 2,628,721	\$ 2,463,717	-6%	\$ (124,569)	\$ 2,588,286	-1.54%
Human Services								
		Total: Human Services	\$ 3,488,951	\$ 3,698,610	6%	\$ 58,957.00	\$ 3,639,653	4.32%
Public Safety								
		Total: Public Safety	\$ 12,106,896	\$ 12,759,495	5%	\$ 168,932.00	\$ 12,590,563.00	3.99%
Public Works								
		Total: Public Works	\$ 5,112,219	\$ 5,555,695	9%	\$ 168,760.40	\$ 5,386,934.60	13.64%
Unclassified								
		Total: Unclassified	\$ 806,506	\$ 815,892	1%	\$ (134,108.00)	\$ 950,000	17.79%
Total Town Government								
		Total: Town Government	\$ 32,745,639	\$ 34,286,446	4.49%	\$ 607,557.00	\$ 33,678,889.00	2.85%
							\$ 33,678,889.00	Guidelines
							\$ -	Delta



THE TOWN OF
CONCORD
 MASSACHUSETTS

FY26 Operating – Joint Accounts

Line No.	Item No.	Department	FY25	FY26	FY25-26 % Change
Joint Accounts (Town - Concord Public Schools)					
12	A	Group Insurance	\$ 8,000,000	\$ 9,405,564	17.57%
	B	Property/ Liability Insurance	\$ 539,412	\$ 617,087	14.40%
	C	Unemployment	\$ 140,760	\$ 143,575	2.00%
	D	Worker's Compensation	\$ 176,149	\$ 193,764	10.00%
	E	Social Security & Medicare	\$ 1,028,735	\$ 905,172	-12.01%
		sub-total:	\$ 9,885,056	\$ 11,265,162	
13	A	Retirement Assessment, General Fund	\$ 4,349,746	\$ -	
	B	Retirement Assessment, Pension Rese	\$ 1,650,000	\$ 1,650,000	0.00%
		sub-total:	\$ 5,999,746	\$ 1,650,000	
14	A	Debt Service, Within Levy Limit			
		A1. Town, Principal & Interest	\$ 3,576,699	\$ 4,533,436	26.75%
		A2. CPS, Principal & Interest	\$ 806,651	\$ 904,470	12.13%
		A3. Interest on Short-Term Notes	\$ 70,000	\$ -	-100.00%
		sub-total:	\$ 4,453,350	\$ 5,437,906	
	B	Debt Service, Excluded from Levy Limit			
		B1. Town, Principal & Interest	\$ 303,794	\$ 295,294	-2.80%
		B2. CPS, Principal & Interest	\$ 6,286,880	\$ 7,670,889	22.01%
		B3. Interest on Short-Term Notes	\$ -	\$ -	
		sub-total:	\$ 6,590,674	\$ 7,966,183	
		total: Joint Accounts	\$ 26,928,826	\$ 26,319,251	
				\$ 32,511,099	



THE TOWN OF
CONCORD
 MASSACHUSETTS

Town Government FTE Count

Town Government FTE Count									
			FY24'	FY25'	FY25 vs FY24	FY26 Request	FY26 vs FY25	FY26 Budget Rec.	FY26 Rec. vs FY25
General Government									
1	A	Town Managers Office	5.00	7.00	2.00	7.00	0.00		
	B	Human Resources	5.90	6.00	0.10	6.00	0.00		
	C	Information Systems	9.00	9.70	0.70	8.00	-1.70		
	D	Town Meetings & Reports	0.00	0.00	0.00	0.00	0.00		
	G	Resource Sustainability	1.00	1.00	0.00	1.00	0.00		
	H	Visitor's Center	0.00	0.00	0.00	0.00	0.00		
	E	Economic Vitality & Tourism	3.18	2.00	-1.18	2.00	0.00		
Total: General Government			24.08	25.70	1.62	24.00	-1.70	21.75	-3.95
Finance									
3	A	Finance Administration	6.00	5.00	-1.00	5.00	0.00		
	B	Treasurer - Collector	4.00	4.00	0.00	4.00	0.00		
	C	Town Accountant	3.00	4.00	1.00	4.00	0.00		
	D	Assessors	4.38	4.38	0.00	4.38	0.00		
	E	Town Clerk	5.52	5.00	-0.52	5.00	0.00		
	F	Elections	0.98	0.00	-0.98	0.00	0.00		
	G	Registrars	0.00	0.00	0.00	0.00	0.00		
Total: Finance			23.88	22.38	-1.50	22.38	0.00	22.38	0.00



THE TOWN OF
CONCORD
 MASSACHUSETTS

Town Government FTE Count

Town Government FTE Count									
Planning & Land Management									
4	A	Planning Administration	6.00	6.00	0.00	6.50	0.50		
	B	Natural Resources	5.41	4.00	-1.41	4.00	0.00		
	C	Inspections	6.51	5.75	-0.76	5.75	0.00		
	D	Health	5.00	5.00	0.00	5.00	0.00		
		Total: Planning & Land Management	22.92	20.75	-2.17	21.25	0.50	20.75	0.00
Human Services									
5	A	Library	31.38	31.38	0.00	31.38	31.38		
	B	Senior Services							
		B1. Senior Services	10.86	9.86	-1.00	8.86	-1.00		
		B2. Harvey Wheeler Community Cent.	1.00	1.00	0.00	1.00	0.00		
	C	Human Services	1.00	1.00	0.00	2.00	1.00		
	D	Veteran's Services	0.46	0.46	0.00	0.46	0.00		
	E	Ceremonies & Celebrations	0.00	0.00	0.00	0.00	0.00		
		Total: Human Services	44.70	43.70	-1.00	43.70	0.00	43.95	0.25



THE TOWN OF
CONCORD
 MASSACHUSETTS

Town Government FTE Count

Town Government FTE Count									
Public Safety									
6	A	Police Department	49.03	49.03	0.00	49.03	0.00		
	B	Animal Control Office	0.00	0.00	0.00	0.00	0.00		
	C	Fire Department	50.04	50.04	0.00	50.04	0.00		
		Total: Public Safety	99.07	99.07	0.00	99.07	0.00	99.07	0.00
Public Works									
7	A	Public Works Admin	4.00	5.00	1.00	5.00	0.00		
	B	Engineering	6.23	6.00	-0.23	6.00	0.00		
	C	Highway Administration	12.80	19.00	6.20	19.00	0.00		
	D	Winter Maintenance	1.72	0.00	-1.72	0.00	0.00		
	E	Parks & Trees	7.84	8.00	0.16	8.00	0.00		
	F	Cemetery	2.24	2.00	-0.24	2.00	0.00		
	G	Street Lighting	0.00	0.00	0.00	0.00	0.00		
	E	Facilities Administration	9.00	8.00	-1.00	9.00	1.00		
	F	Parks & Playgrounds	2.00	2.00	0.00	0.00	-2.00		
		Total: Public Works	45.83	50.00	4.17	49.00	-1.00	49.00	-1.00
		Total: Town Gov't	260.48	261.60	1.12	259.40	-2.20	256.90	-4.70
								net:	-2.50



THE TOWN OF
CONCORD
 MASSACHUSETTS

Town Government FTE Count

Town Government FTE Count							
Town Government, FTE Count							
	FY24'	FY25'	FY25 vs FY24	FY26 Request	FY26 vs FY25	FY26 Budget Rec.	FY26 Rec. vs FY25
Internal Service, FTE:	42.28	42.58	0.30	40.88	-1.70	39.13	-3.45
External Service, FTE:	<u>218.20</u>	<u>219.02</u>	<u>0.82</u>	<u>218.52</u>	<u>-0.50</u>	<u>217.77</u>	<u>-1.25</u>
Total: FTE	260.48	261.60	1.12	259.40	-2.20	256.90	-4.70



THE TOWN OF
CONCORD
MASSACHUSETTS

Thank you!

Questions?



Concord Select Board Meeting
AGENDA ACTION REQUEST
Monday, February 10, 2025

8

**Concord250 Executive Committee Update:
Parade Plan**

**Presenters: Sue McCrory and John Arena,
250th Parade Subcommittee**

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 10, 2025

9

**Discuss and Approve MCI Wastewater
Correspondence Letter**

**Presenter: Megan Zammuto, Deputy Town
Manage**

Requested by: SB Chair

Action Sought: Approve

Proposed Motion(s)

Motion: Move to Approve MCI Wastewater Correspondence Letter

Additional Information

Board Action

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



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
DIVISION OF CAPITAL MANAGEMENT & MAINTENANCE
ONE ASHBURTON PLACE, 15TH FLOOR
(617) 727- 4050

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

MATTHEW J. GORZKOWICZ
SECRETARY

ADAM BAACKE
COMMISSIONER

August 28, 2024

Town of Concord Select Board Chair Mary Hartman
Members of the Concord Select Board
22 Monument Square
Concord, MA 01742

Dear Chair Hartman and Members of the Town of Concord Select Board:

Pursuant to St. 2024, c. 140, s. 193, I write to offer to convey the wastewater treatment facility located at Massachusetts Correctional Institution, Concord ("MCI Concord") to the Town of Concord, subject to the successful negotiation of a land disposition agreement, including establishing consideration to be paid by the Town, if any, and the following conditions:

1. The wastewater treatment facility will be restricted to operation by the Town as a public utility, and the conveyance will be subject to a reversionary interest if the Town ceases to use the facility as a public utility;
2. DCAMM is satisfied that the Town's operational plan for the facility will prioritize and satisfy the wastewater needs of nearby and adjacent Commonwealth and other public facilities, including, but not limited to: (a) the Northeastern Correctional Center located at 976 Barretts Mill Road, (b) the State Police Barracks Concord located at 906 Elm Street, and (c) the Massachusetts Department of Transportation Elm Street Facility located at 936 Elm Street (collectively, the "Adjacent Commonwealth Facilities"), on a long-term basis;
3. The metes and bounds of the parcel to be conveyed will be determined by DCAMM, following the completion of a survey;
4. The conveyance will be subject to such easements for access and utilities as determined to be necessary by DCAMM;
5. The conveyance will be subject to all other terms and conditions deemed necessary by DCAMM to ensure the productive redevelopment of the MCI Concord site and the continued use of nearby parcels by the Commonwealth;

6. The conveyance will occur at a time mutually agreeable to the Town and DCAMM, but not before DCAMM has accepted a complete, unrestricted Transfer Request 1 Form from the Department of Correction relative to the MCI Concord site;
7. Following the conveyance, the Town shall provide wastewater treatment services to the Commonwealth, at a cost not to exceed the lesser of: (a) the cost for wastewater treatment services attributable to the Adjacent Commonwealth Facilities prior to the closure of MCI Concord, calculated on a per cubic foot basis and adjusted for inflation, or (b) the non-residential service rate established by the Town; and
8. Following the conveyance, the Town shall provide wastewater treatment services to the MCI Concord site, as needed, during and after redevelopment, at the applicable prevailing service rates established by the Town.

This offer will expire on February 24, 2025.

Following the acceptance of this offer, the parties must reach agreement on all material terms of conveyance within 180 days of acceptance. If the parties do not reach such agreement, this offer shall terminate. The parties agree to negotiate all terms in good faith, and this deadline may be extended with the written consent of both parties.

Please do not hesitate to contact me with any questions or concerns. We look forward to a successful negotiation and redevelopment of the MCI Concord site.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam Baacke', with a long horizontal line extending to the right.

Adam Baacke

Commissioner

Cc: Town Manager Kerry A. Lafleur
Deputy Town Manager Megan Zammuto

ANDERSON KREIGER

MINA S. MAKARIOUS

mmakariious@andersonkreiger.com

T: 617.621.6525

F: 617.621.6625

February 10, 2025

VIA EMAIL

Commissioner Adam Baacke
Division of Capital Management & Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02114

Re: MCI Concord Wastewater Treatment Facility

Dear Commissioner Baacke:

I write in my capacity as Town Counsel for the Town of Concord (the “Town”) in response to your August 28, 2024, offer to convey the wastewater treatment facility (the “Facility”) located at the Massachusetts Correctional Institution, Concord (“MCI Concord”) pursuant to St. 2024, c. 140, § 193. The Town wishes to express its gratitude for the offer to convey the Facility to the Town, and for your and your team’s significant work with the Town to date to address how make this conveyance possible.

As you are aware, acceptance of the offer to convey the Facility to the Town will require a vote of the Concord Town Meeting as well as formal approval of a land disposition agreement (“LDA”) by its Select Board. To that end, the Select Board met on February __, 2025 and voted **[by a _ to _ vote]** to direct the Town Manager, the Town’s Director of Public Works and me to continue discussions with the Division of Capital Management & Maintenance (“DCAMM”) on the terms of a mutually agreeable LDA. The Select Board also voted to recommend that the 2025 Concord Annual Town Meeting appropriate \$ [] for the purposes of the Town’s further due diligence regarding the Facility and negotiation of an LDA.

Per our past discussions with DCAMM, we trust that this commitment by the Select Board is sufficient for the Town to continue negotiations with DCAMM regarding the items identified in your August 28, 2024 letter, among others, that would be address in the LDA.

In addition, as your August 28, 2024 letter and our subsequent conversations with DCAMM make clear, it is in the Commonwealth’s, the Town’s and the public’s best interest that DCAMM and the Town fully discuss and agree on other important issues of responsibility for the financial and operational future of the Facility before any conveyance takes place, including the following:

1. The current operational and environmental status of the Facility and the land on which it sits, including the need for repairs or capital investments, site assessment or remediation, or other work to ensure the Facility serves both the Town's and the Commonwealth's future needs.
2. The allocation of financial responsibility for such work between the Town, the Commonwealth and any other parties.
3. The allocation of liability for pre-existing conditions at the Facility, including environmental conditions.
4. Adequate planning for the transfer of Facility operations to the Town, including, for example, training for Town employees or contractors who will manage the Facility, transfer of Facility records, and transfer of any applicable warranties to the Facility.
5. The need for permits or other approvals from other Commonwealth or Town agencies, and the federal government, to maintain Facility operations.

We look forward to working with you to address these issues with the goal of presenting a fully negotiated LDA to the Select Board and a request to Town Meeting to authorize the conveyance by the Town's 2026 Annual Town Meeting, which will most likely occur between April and May 2026. To begin our work towards that goal, we would request a meeting with your team in March 2025 at which we can discuss open issues for negotiation, assignment of LDA drafting work, and commit to a schedule for negotiations. Please let us know dates that your team is available for that meeting at your earliest convenience.

We look forward to continuing to work with you on this project.

Sincerely,

Mina S. Makarious

cc:

Mary Hartman, Chair, Concord Select Board
Kerry Lafleur, Town Manager, Town of Concord
Alan Cathcart, Director of Public Works, Town of Concord
Megan Zammuto, Deputy Town Manager, Town of Concord



THE TOWN OF
CONCORD
MASSACHUSETTS

Office of the Town Manager
Concord, Massachusetts 01742

Kerry A. Lafleur
Town Manager
Town House
P.O. Box 535
22 Monument Square
www.concordma.gov
(978) 318-3000

To: Select Board
From: Kerry Lafleur, Town Manager; Megan Zammuto, Deputy Town Manager
CC: Alan Cathcart, Director of Public Works
Date: February 10, 2025
Re: MCI Concord Wastewater Treatment Facility

On August 28th, the Select Board received the enclosed correspondence from the Division of Capital Asset Management and Maintenance (DCAMM) regarding the potential conveyance of the wastewater treatment facility at MCI Concord to the Town of Concord, contingent upon the successful negotiation of a land disposition agreement.

Enclosed is a draft response, prepared in coordination with Town Counsel, which outlines key financial and operational responsibilities that must be addressed before any conveyance can proceed. The letter also requests a meeting next month to begin discussions on outstanding issues related to the negotiation.



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 10, 2025

10

Discuss and Approve Grant of Easement Plan:

- **Dover Street and Darton Street Project**
- **Sunnyside Lane Water Main Easement**
- **192-196 Sudbury Road Sidewalk**

Presenters: Alan Cathcart, Public Works Director; Steve Dookran, Town Engineer; Jeff Murawski, Water & Sewer Superintendent

Requested by: SB Chair

Action Sought: Approve

Proposed Motion(s)

Motion: Move to Approve Grant of Easement Plan:

- Dover Street and Darton Street Project
- Sunnyside Lane Water Main Easement
- 192-196 Sudbury Road Sidewalk

Additional Information

Witness my hand and seal as of the date first written above.

WOMBAT REAL ESTATE INVESTMENTS, LLC

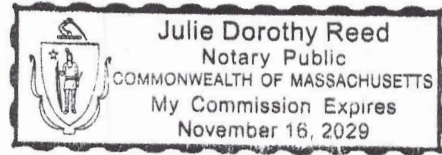
By: Tracy L Barron
Name:
Title: co-owner

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Then personally appeared before me, the undersigned notary public, ^{Tracy}~~which was personal knowledge~~ BARRON, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as co-owner of Wombat Real Estate Investments, LLC, as aforesaid.

Julie D. Reed
Notary Public
My Commission Expires:



ACCEPTANCE OF EASEMENT AGREEMENT

We, being a majority of the undersigned members of the Select Board of the Town of Concord, Massachusetts, hereby approve and do hereby accept the foregoing Easement Agreement.

TOWN OF CONCORD
SELECT BOARD

Mary Hartman, Chair

Mark Howell, Clerk

Terri Ackerman

Cameron McKennitt

Wendy Rovelli

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ___ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, Members of the Town of Concord Select Board, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose as the foregoing named members of the Select Board of the Town of Concord, a municipal corporation.

Notary Public
My commission expires

EXHIBIT A

PLAN

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2024, by and between **WOMBAT REAL ESTATE INVESTMENTS, LLC**, a Massachusetts limited liability company with an address of 7 Simon Willard Lane, Concord, Massachusetts 01742 ("Grantor"), and the **TOWN OF CONCORD, MASSACHUSETTS**, acting by and through its Select Board, a municipal corporation with an address of 22 Monument Square, Concord, Massachusetts 01742 ("Town").

WHEREAS, pursuant to that certain deed dated June 12, 2024, recorded with the Middlesex South District Registry of Deeds (the "Registry") at Book 82902, Page 278, as "Parcel II" and "Parcel III", Grantor is the owner of certain parcels of land known and numbered as 20 Darton Street and 4A Shore Drive in the White Pond neighborhood in Concord, Massachusetts (the "Grantor's Land"), which Grantor's Land is shown as "Parcel ID 3300" and "Parcel ID 3311" on that certain plan entitled "Dover St. & Darton St. – Roadway Grading and Drainage Concept Plan" dated December 6, 2024, prepared by the Town of Concord Engineering Department (the "Plan"), a copy of which Plan is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Grantor has agreed to convey to the Town, and the Town has agreed to accept both, an access and drainage easement and a water supply easement, over a portion of the Grantor's Land shown as "20.0' Drainage & Water Supply Easement" and "20.0' Drainage Easement" relative to Parcel ID 3300 and "Drainage Easement on Entire Parcel" relative to Parcel ID 3311 on the Plan (the "Easement Area"), on the terms more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantor hereby grants the Town a permanent, non-exclusive easement on, over, under, through, across, within, and upon the Easement Area, for the benefit of the Town and its employees, agents, representatives, contractors, and invitees.
2. Such right and easement shall be utilized for the following purposes (collectively, the "Permitted Use"): (i) location, placement, installation, construction, operation, maintenance,

repair, removal and replacement of drainage facilities, water supply pipes, and appurtenances of every type and kind, including but not limited to underground pipes, conduits and manholes, for the purpose of surface and subsurface drainage and drinking water; and (ii) the permanent right of entry upon and passage over the Grantor's Land and said Easement Area with any and all material and equipment necessary from time to time for all purposes stated herein and uses incidental thereto.

3. In exercising its rights hereunder, the Town shall use reasonable efforts to minimize any interference with the Grantor's use of the Grantor's Land. The Town hereby agrees to properly maintain and keep in good order any drainage and water supply facilities installed in the Easement Area. Whenever any surface is disturbed by the Town by authority of this Agreement, the surface shall be restored to substantially its condition prior to such disturbance to the extent practicable and to the extent that the surface is not impacted by a drainage and a water supply facility permitted hereunder.

4. The Grantor agrees not to use the Easement Area in any manner that might materially interfere with the uses or purposes of this Agreement.

5. The Grantor agrees not to alter the Easement Area in any manner that might affect the structural integrity, useful life, and access for inspection and maintenance of the drainage and water supply facilities.

6. The Grantor agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Grantor's Land that will interfere with Town's perpetual easement without the prior written consent of the Town. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void.

7. The Grantor shall not be entitled to relocate the Easement Area without the express prior written consent of the Town. Any such relocation shall be at the Grantor's sole cost and expense, and shall not materially or adversely affect the Permitted Use.

8. All rights and privileges granted herein, including all benefits and burdens, shall run with the Grantor's Land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, and legal representatives.

9. The Grantor warrants and represents that it has the sole and exclusive right to grant the easement described herein, and that there are no mortgages or encumbrances of record or otherwise on the Grantor's Land that will negatively impact this Agreement and the rights and easements established hereby.

10. If any term or provision of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining terms and provisions will remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts shall together constitute one and the same Agreement.

11. The Grantor warrants and represents that the individual executing this Agreement is duly authorized and fully qualified to execute this Agreement on its behalf.



CONCORD PUBLIC WORKS

135 KEYES ROAD
CONCORD, MASSACHUSETTS, 01742-1601

ALAN H. CATHCART
DIRECTOR

TEL: 978-318-3201
FAX: 978-287-4762

February 4, 2025

Ms. Mary Hartman
Chairperson
Town of Concord
Select Board

Re: Request for Consideration to Accept Utility Easement - 20 Darton St and 4A Shore Dr

Dear Ms. Hartman:

At a recent Public Works Commission meeting held on January 15, 2025, the Commission approved the following motion: *"to have the Director forward a recommendation to the Selectboard, on behalf of the Public Works Commission, requesting consideration of an acceptance of an easement on land at 20 Darton Street and 4A Shore Drive as detailed on a plan entitled "Dover St. & Darton St., Roadway Grading and Drainage Concept Plan", reviewed by the Town Engineer (dated December 6, 2024), subject to minor modifications or amendments as might be requested by the grantor, Wombat Real Estate Investments, LLC with the understanding that said easement may be required to support a roadway and drainage project that would improve existing conditions as outlined in a "Petition for Temporary Repairs in a Private Way in White Pond Watershed – Dover Street and Darton Street" dated February 1, 2024."*

Background:

Under Article 18 of the 2024 ATM, the Selectboard was provided with a one-year authorization to acquire easements transferred to the Town without a fee for various access, passage, and utility purposes as required by permits, utility and infrastructure agreements, or memoranda of understanding.

Dover Street and Darton Street, private roads located within the White Pond watershed, are subject to recurring flooding issues. In response to a petition submitted by residents of the area to the Public Works Commission in accordance with the *Private Ways in White Pond Watershed: Temporary Repairs* bylaw, CPW's Engineering Division has been developing stormwater design concept plans to address this longstanding flooding and related road condition problem. The most favorable concept plan would require the installation of stormwater infrastructure within two privately owned parcels (20 Darton Street and 42 Shore Drive). While these parcels are currently on the market, the current owner, Wombat Real Estate Investments, LLC, has expressed

a willingness to grant the attached easement to the Town prior to such sale. A memorandum (dated January 8, 2025) titled “*Dover St and Darton St Project Update*”, prepared by Public Works Engineer, Samiksha Poudel and issued to the Public Works Commission has been attached and provides additional background regarding this matter.

Request:

Acceptance of easement on land at 20 Darton Street and 4A Shore Drive as detailed on a plan entitled “Dover St. & Darton St., Roadway Grading and Drainage Concept Plan”, reviewed by the Town Engineer (dated December 6, 2024).

Sincerely,



Alan H. Cathcart, Director
Concord Public Works

Attachments:

1. Easement Agreement signed by Wombat Real Estate Investments, LLC.
2. Easement Plan prepared by CPW Engineering for 20 Darton St & 4A Shore Dr.
3. Memorandum entitled “Dover St and Darton St Project Update” (dated January 8, 2025)

133 Keyes Road
Concord, MA 01742



DATE: January 08, 2025

MEMORANDUM

TO: Public Works Commission
VIA: Alan H. Cathcart, Public Works Director
VIA: Stephen Dookran, PE, Town Engineer
FROM: Samiksha Poudel, EI, Environmental Engineer - Stormwater
SUBJECT: Dover St and Darton St Project Update

Overview:

CPW Engineering continues to work on addressing the persistent flooding and road condition problem identified at the intersection of Dover Street and Darton Street. The following provides an update of ongoing efforts with key considerations related to legal, technical, and logistical aspects of this project encountered to date.

Background

Dover Street and Darton Street, private roads located within the White Pond watershed, are subject to recurring flooding issues. In response, residents submitted a petition to the Public Works Commission under the *Private Ways in White Pond Watershed: Temporary Repairs* bylaw, requesting the Town's assistance in making temporary repairs. The petitioners proposed a preliminary design plan (attached) that would accommodate up to a 2-year, 24-hour rainfall event but the total cost of the construction and the significant maintenance costs (i.e. semi-annual inspections, annual jetting...) may far exceed the benefit from such a system that mitigates only floods caused by the 2-year storm. These factors prompted CPW to explore alternative solutions that could potentially provide for a more effective and robust solution that could prove to be more cost effective and acceptable to the neighborhood.

Current Actions and Updates:

- **Petition Process and Ownership Review:**
 - CPW is actively reviewing questions regarding ownership responsibilities of the proposed drainage system, required easements, and related items with Town Counsel. Depending on the complexity of the final design, the Town is considering taking ownership of the proposed stormwater system in a manner like other utilities such as water supply. This would also allow for necessary and routine maintenance. Consequently, the Town is proceeding with acquiring an easement described below.
- **Design Funding and Consulting Services:**
 - An appropriation of ARPA (American Rescue Plan Act) funds was made to secure consulting services for the development of plans and documentation necessary for the project.
 - CPW Engineering has executed a contract with HSI/IMEG for engineering services related to this project including surveying, field investigations and engineering design and cost estimation.
- **Draft Easement Language:**



- CPW Engineering prepared an easement plan and has been collaborating with Town Counsel to develop easement language for the properties at 20 Darton St and 4A Shore Dr that would be impacted by the construction of the proposed stormwater system. This language has been submitted to and received concurrence from the owner of the two properties.

Project Development and Approvals:

1. Legal Coordination:

- Finalize and present easement documentation to owner (Grantor) of 20 Darton St and 4A Shore Dr for signature.
- Provide signed easement documents to the Select Board for formal administrative “acceptance” as Grantee.

2. Project Development:

- HSI/IMEG has scheduled to perform soil borings and other geotechnical investigations, and a topographic survey in the coming weeks. This work will ensure that all designs account for existing site constraints and long-term sustainability.
- Prepare concept plans for review by the Town and abutters.
- Once the concept plan is finalized, prepare the final design for construction bid. The final design is expected to be completed by summer.

3. Town Meeting Action: Staff are working with the Town’s Chief Financial Officer on an FY26 budget request for the project construction anticipated in the range \$150K to \$200K. While there is no formal town meeting action required in applying the Temporary Repairs bylaw and the construction cost will be recovered through a betterment assessment, the budget approval will require a vote at the town meeting.

4. Community Engagement – Public Hearing:

- Communicate project updates and progress to petitioners and residents that may be subject to the plan of work and associated betterment.
- If 60% of impacted properties accept the plan of work and proposed betterment, vote of Public Works Commission will need to be made to ratify project.

Significant progress has been made towards addressing the long-standing flooding issue at the Dover Street and Darton Street intersection. The engineering design by HSI/IMEG, and collaboration with legal counsel and local property owners are essential for the project’s success. CPW will continue coordinating with stakeholders, including residents, Town Counsel, and the consulting firm, to ensure the project progresses efficiently. Updates will be provided to the Commission as the project advances.

Attachments:

1. Preliminary Plan by Columbia Design Group, LLC
2. Easement Plan prepared by CPW Engineering for 20 Darton St & 4A Shore Dr.



Property Address: 20 Darton Street, Concord, Massachusetts

EASEMENT AGREEMENT

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WHEREAS, the Grantor has agreed to convey to the Town, and the Town has agreed to accept both, an access and drainage easement and a water supply easement, over a portion of the Grantor’s Land shown as “20.0’ Drainage & Water Supply Easement” and “20.0’ Drainage Easement” relative to Parcel ID 3300 and “Drainage Easement on Entire Parcel” relative to Parcel ID 3311 on the Plan (the “Easement Area”), on the terms more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantor hereby grants the Town a permanent, non-exclusive easement on, over, under, through, across, within, and upon the Easement Area, for the benefit of the Town and its employees, agents, representatives, contractors, and invitees.
2. Such right and easement shall be utilized for the following purposes (collectively, the “Permitted Use”): (i) location, placement, installation, construction, operation, maintenance,

repair, removal and replacement of drainage facilities, water supply pipes, and appurtenances of every type and kind, including but not limited to underground pipes, conduits and manholes, for the purpose of surface and subsurface drainage and drinking water; and (ii) the permanent right of entry upon and passage over the Grantor's Land and said Easement Area with any and all material and equipment necessary from time to time for all purposes stated herein and uses incidental thereto.

3. In exercising its rights hereunder, the Town shall use reasonable efforts to minimize any interference with the Grantor's use of the Grantor's Land. The Town hereby agrees to properly maintain and keep in good order any drainage and water supply facilities installed in the Easement Area. Whenever any surface is disturbed by the Town by authority of this Agreement, the surface shall be restored to substantially its condition prior to such disturbance to the extent practicable and to the extent that the surface is not impacted by a drainage and a water supply facility permitted hereunder.

4. The Grantor agrees not to use the Easement Area in any manner that might materially interfere with the uses or purposes of this Agreement.

5. The Grantor agrees not to alter the Easement Area in any manner that might affect the structural integrity, useful life, and access for inspection and maintenance of the drainage and water supply facilities.

6. The Grantor agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Grantor's Land that will interfere with Town's perpetual easement without the prior written consent of the Town. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void.

7. The Grantor shall not be entitled to relocate the Easement Area without the express prior written consent of the Town. Any such relocation shall be at the Grantor's sole cost and expense, and shall not materially or adversely affect the Permitted Use.

8. All rights and privileges granted herein, including all benefits and burdens, shall run with the Grantor's Land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, and legal representatives.

9. The Grantor warrants and represents that it has the sole and exclusive right to grant the easement described herein, and that there are no mortgages or encumbrances of record or otherwise on the Grantor's Land that will negatively impact this Agreement and the rights and easements established hereby.

10. If any term or provision of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining terms and provisions will remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts shall together constitute one and the same Agreement.

11. The Grantor warrants and represents that the individual executing this Agreement is duly authorized and fully qualified to execute this Agreement on its behalf.

Witness my hand and seal as of the date first written above.

WOMBAT REAL ESTATE INVESTMENTS, LLC

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

Then personally appeared before me, the undersigned notary public, _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as _____ of Wombat Real Estate Investments, LLC, as aforesaid.

Notary Public
My Commission Expires:

ACCEPTANCE OF EASEMENT AGREEMENT

We, being a majority of the undersigned members of the Select Board of the Town of Concord, Massachusetts, hereby approve and do hereby accept the foregoing Easement Agreement.

TOWN OF CONCORD
SELECT BOARD

Mary Hartman, Chair

Mark Howell, Clerk

Terri Ackerman

Cameron McKennitt

Wendy Rovelli

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this __ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, Members of the Town of Concord Select Board, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose as the foregoing named members of the Select Board of the Town of Concord, a municipal corporation.

Notary Public
My commission expires

EXHIBIT A

PLAN

ASSIGNMENT OF WATER MAIN EASEMENT

WHEREAS, **AWMW, LLC**, a Massachusetts limited liability company with a principal address at 233 Independence Road, Concord, Massachusetts 01742, reserved a water main easement over portions of land in Concord, Massachusetts abutting and located on property known and numbered as **50 Sunnyside Lane (f/k/a 5-B Sunnyside Lane), 7-A Sunnyside Lane, and 49 Pond Street** as such easement is more particularly described in the Declaration of Reservation of Water Main Easement dated and recorded with the Middlesex South District Registry of Deeds in Book 80495, Page 154 (the “Declaration”);

WHEREAS, in the Declaration, AWMW, LLC reserved the exclusive right to assign and/or convey any and all rights, easements, and obligations contained in the Declaration to the Town of Concord by and through its Publics Works Commission or successor department;

WHEREAS, AWMW, LLC has completed installation of the Water Facilities, as more particularly described in the Declaration, and is ready to assign its easement rights reserved in the Declaration to the Town of Concord, acting by and through its Publics Works Commission;

WHEREAS, the **TOWN OF CONCORD**, a Massachusetts municipal corporation, acting by and through its Public Works Commission, with an address of 135 Keyes Road, Concord, Massachusetts 01742, is willing to accept the assignment of AWMW, LLC’s easement rights reserved in the Declaration;

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

- 1) AWMW, LLC hereby assigns any and all rights, easements, and obligations contained in the Declaration to Town of Concord by and through its Publics Works Commission;
- 2) AWMW, LLC hereby represents and warrants that as of the date hereof, it is in full compliance with the terms and obligations under the Declaration and hereby indemnifies and agrees to protect, defend and hold the Town of Concord harmless from and against any and all claims, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees, charges and disbursements) incurred or suffered by the Town in connection with the obligations of AWMW, LLC under the Declaration arising or accruing prior to the date hereof.
- 3) Upon the recording of this Assignment with the Registry of Deeds, AWMW, LLC shall no longer have any obligation to maintain or repair the Water Facilities, as more particularly described in the Declaration;

Executed as a sealed instrument as of _____ day of _____, 2025.

Grantor:
AWMW, LLC

Grantee:
TOWN OF CONCORD
By and through its Town Manager

By: _____
Mark H. White, Manager
Authorized Signatory

By: _____
Kerry Lafleur, Town Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex County

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Mark H. White, and proved to me through satisfactory evidence of identification, which was my own personal knowledge of identity of the signatory to be the person whose name is signed above, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Manager and authorized signatory of AWMW, LLC.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex County

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Kerry Lafleur, Town Manager, and proved to me through satisfactory evidence of identification, which was:

- _____ a valid driver’s license or other state or federal government document bearing a photographic image,
- _____ oath or affirmation of a credible witness known to me who knows the above signatory, or
- _____ my own personal knowledge of identity of the signatory to be the person whose name is signed above,

to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose as Town Manager.

Notary Public
My commission expires:



CONCORD PUBLIC WORKS

WATER & SEWER DIVISION
135 KEYES ROAD
CONCORD, MASSACHUSETTS 01742-1601
www.concordma.gov

JEFFREY A. MURAWSKI
SUPERINTENDENT

Tel: 978-318-3250
Fax: 978-318-3204

February 5, 2025

Mary Hartman, Chairperson
Town of Concord
Select Board

Re.: Request for Consideration to Accept Water Main Easement – Sunnyside Lane and Unnamed Way

Dear Ms. Hartman:

The purpose of this letter is to request that the Select Board authorize the acceptance of a Water Main Easement as shown on the attached "Grant Of Easement For Water Utility" Exhibit A plan titled "Water Main Extension As-Built For Sunnyside Lane in Concord, MA", dated September 6, 2022, prepared by Stamski and McNary, Inc. This easement is for the purpose of granting rights to the Town to a water utility easement within Sunnyside Lane and the "Unnamed Way", as more particularly described in the attached Declaration of Reservation of Water Main Easement, recorded with the Middlesex South District Registry of Deeds in Book 78203, Page 58, and shown as "Lot 2093 containing 0.2296 acres, more or less" and "Lot 5B containing 0.2505 acres, more or less" (collectively, the "Property"). Said easement is being granted by AWMW, LLC at no cost to the Town. Authority for authorizing acceptance of such easements was granted to the Select Board during the 2024 Annual town meeting under Article 18 "Select Board to Accept Easements" through July, 2025. See passage of article below:

***ARTICLE 18.** To authorize the Select Board, until July 1, 2025, to acquire on behalf of the Town easements for the following purposes: roads, sidewalks, vehicular, bicycle or 22 pedestrian access or passage, water, drainage, sewer, fiber-optic cable, electricity and other utilities, where such easements are acquired at no cost to the Town and are required pursuant to a land use permit, site plan review, agreement for utility or drainage, agreement for construction, use, operation and maintenance of infrastructure, or memorandum of understanding.*

This general article allows the acceptance of easements by the Select Board, at no cost to the town, throughout the year as they come up until the date specified in the article (in this case, July 1, 2025). This article also gives authorization for easement acceptance related to enterprise funds. This general article provides the flexibility to address land interests in project (public and private) development in a timelier fashion and reduces the need for temporary legal instruments. Passage will help with the execution of easements being contemplated for the installation of new traffic signal equipment being currently designed for the improvements at the Main St./Baker Ave. intersection.

Background:

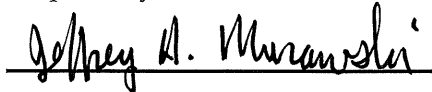
Sunnyside Lane and the "Unnamed Way" between Sunnyside Lane and Pond Street, both private roads in Concord, Massachusetts, include built water infrastructure (water main, valves, fittings, hydrants and appurtenances), tested, approved and accepted by the CPW – Water & Sewer Division. Pursuant to M.G.L. c.187, s.5, (Installation of public utility services for abutting owners on private ways authorized) AWMW, LLC is legally entitled to issue said Water Main Easement granting the Town the perpetual easement and right of access over the Easement Area to pass along and over such areas and to temporarily use and access such areas with

equipment and, from time to time, to inspect, repair or reconstruct the Water Facilities that are maintained within the Easement Area.

Request:

Acceptance of easement on land at Sunnyside Lane and Unnamed Way as detailed on a plan entitled "Water Main Extension As-Built For Sunnyside Lane in Concord, MA", dated September 6, 2022, reviewed by the Water & Sewer Superintendent, and authorize the Town Manager to execute the Assignment of Water Main Easement and Grant of Easement For Water Utility as "Grantee" on behalf of the Town.

Respectfully,

A handwritten signature in black ink that reads "Jeffrey A. Murawski". The signature is written in a cursive style and is positioned above a horizontal line.

Jeffrey A. Murawski, P.E.
Water & Sewer Superintendent

Attachments:

1. Assignment of Water Main Easement
2. Declaration of Reservation of Water Main Easement
3. Grant of Easement for Water Utility

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 8/20/2024 9:25:29 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
114824	EASEMENT		80495/154	07/27/2022	1.00
Property-Street Address and/or Description					
5B SUNNYSIDE LN					
Grantors					
AWMW LLC					
Grantees					
AWMW LLC					
References-Book/Pg Description Recorded Year					
78203/58 DEED 2021					
Registered Land Certificate(s)-Cert# Book/Pg					

Middlesex South Registry of Deeds
Electronically Recorded Document

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

Recording Information

Document Number : 114824
Document Type : EASE
Recorded Date : July 27, 2022
Recorded Time : 02:25:48 PM

Recorded Book and Page : 80495 / 154
Number of Pages(including cover sheet) : 7
Receipt Number : 2837619
Recording Fee (including excise) : \$105.00

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 07/27/2022 02:25 PM
Ctrl# Doc# 00114824
Fee: \$.00 Cons: \$1.00

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

Property Addresses: 5-B Sunnyside Lane, 49 Pond Street, and 7-A Pond Street, Concord, MA 01742

DECLARATION OF RESERVATION OF WATER MAIN EASEMENT

WHEREAS, AWMW, LLC, a Massachusetts limited liability company having a principal place of business of 233 Independence Road, Concord, MA 01742 (hereinafter sometimes referred to as "Declarant") is the owner of the land in Concord, Middlesex County, Massachusetts known and numbered as **5-B Sunnyside Lane, 7-A Pond Street, and 49 Pond Street**, as more particularly described in Exhibit A attached hereto, by deed dated June 29, 2021 and recorded with the Middlesex South District Registry of Deeds in Book 78203, Page 58; and

WHEREAS, the Declarant is improving property located at the end of Sunnyside Lane and Pond Street and as part of the improvement of that land the Declarant will be installing water lines to connect to the Town of Concord public water system; and

WHEREAS, the Declarant and the Town of Concord desire to connect the existing water main lines currently located within the boundaries of Sunnyside Lane and Pond Street; and

WHEREAS, 5-B Sunnyside Lane, 7-A Pond Street, and 49 Pond Street are the only lots abutting the relevant portion of the Unnamed Way connecting Sunnyside Lane and Pond Street that are not currently owned by the Town;

WHEREAS, the Declarant intends to assign its rights in this Declaration to the Town of Concord by and through its Public Works Commission;

NOW, THEREFORE, the Declarant, for itself, its heirs, successors and assigns as the owner of 5-B Sunnyside Lane, 7-A Pond Street, and 49 Pond Street, does hereby establish and impose the following:

1. Scope of Easement:
 - a. Within the limits of the Water Main Easement Area within the Unnamed Way as shown on the Easement Sketch Plan attached hereto as Exhibit B, the Declarant, its successors or assigns shall have a perpetual exclusive right and easement to construct, install, inspect, repair, replace, operate, and forever maintain water mains, valves, manholes, pipes, conveyances, and lines for the transmission of water to lots abutting Sunnyside Lane, Pond Street, and the Unnamed Way and other related facilities or appurtenances, including but not limited to, fire hydrants and other associated fire suppression equipment (collectively the "Water Facilities").
 - b. The Declarant, its successors or assigns shall have a perpetual right and easement of access over the Unnamed Way and the 10' Wide Water Main Easement area located on

5-B Sunnyside Lane and 49 Pond Street (as shown on the attached Easement Sketch Plan) to pass along and over such areas and to temporarily use and access such areas with equipment and, from time to time, to inspect, repair, or reconstruct the Water Facilities that are maintained within the Unnamed Way. The Declarant, its successors or assigns shall provide reasonable notice to the owners of 5-B Sunnyside Lane, 7-A Pond Street, and 49 Pond Street of its intent to repair, maintain, or reconstruct the Water Facilities prior to any such act that may materially interfere with the use of 5-B Sunnyside Lane, 7-A Pond Street, and 49 Pond Street, provided however, that no such notice shall be required in the event of an emergency. Access to and construction, reconstruction, maintenance, or repair of the Water Facilities shall be scheduled in a manner that does not unreasonably impact the residents of Sunnyside Lane or Pond Street, except in the event of emergency repair or inspection. Following any construction, reconstruction, maintenance, or any repair, Declarant, its successors or assigns shall restore any and all disturbed surface areas as reasonably practical to the their condition prior to such work;

- c. The Declarant, its successors or assigns shall have the right and the obligation to maintain all elements of the Water Facilities in good and working order, including, without limitation, flushing the water lines and other related maintenance activities. Such maintenance obligations do not include maintenance of the surface of Sunnyside Lane or Pond Street, with the exception of Declarant's obligation to restore any disturbed area requires for access as described in Paragraph b above.
- d. To the extent reasonably possible, the Declarant, its successors or assigns shall not modify or change the grade of the Unnamed Way or the 10' Wide Water Main Easement area and in no event shall the Declarant, its successors or assigns modify or change the grade of 5-B Sunnyside Lane and 49 Pond Street outside of the 10' Wide Water Main Easement area. The Declarant confirms that all work will be conducted in a good and workmanlike manner and the removal of equipment and/or debris resulting from Grantee's activities will be the responsibility of the Declarant, its successors or assigns and will occur promptly.
- e. All work performed by Declarant, its successors or assigns, Declarant's agents, employees, or contractors shall be performed at the Declarant's sole cost and expense and at the Declarant's risk.
- f. Within the 10' Wide Water Main Easement area, the owners of 5-B Sunnyside Lane and 49 Pond Street shall not (i) construct, install, or place structures and improvements (including but not limited to sheds, fences, and/or pavement), and/or (ii) plant trees, shrubs, and/or other decorative plantings. If the owner(s) of 5-B Sunnyside Lane and/or 49 Pond Street (i) construct, install, or place structures and improvements, and/or (ii) plant trees, shrubs, and/or other decorative plantings within the 10' Wide Water Main Easement area, then the Declarant, its successors or assigns shall have the right to remove the structures, improvements, pavement, or plants within the 10' Wide Water Main Easement area and the owners of 5-B Sunnyside Lane and/or 49 Pond Street would solely be responsible for the restoration of the 10' Wide Water Main Easement area once work related to the Water Facilities had been completed.

2. Representation:

The Declarant represents and warrants that it is lawfully authorized to execute this Declaration.

3. Successors and Assigns

All covenants and agreement that are contained in this Declaration shall be deemed and shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the respective successors, assigns, transferees of the Declarant as the owner of 5-B Sunnyside Lane, 7-A Pond Street, and 49 Pond Street and all persons claiming under them.

The Declarant shall have the exclusive right to assign and/or convey any and all rights, easements, and obligations contained in this Declaration to the Town of Concord by and through its Public Works Commission or successor department. Upon said assignment and/or conveyance of such rights, easements, and obligations to the Town of Concord, the Declarant shall no longer have any obligation or responsibility to maintain or repair the Water Facilities.

4. Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

5. Amendments

No amendments or modifications to this Declaration shall be effective without the prior written agreement of the Declarant, its successors or assigns and the then owners of 5-B Sunnyside Lane, 7-A Pond Street, and 49 Pond Street. No waiver of any provision hereof shall be enforceable unless in writing, and a waiver of any of the covenants, conditions, or agreements hereof on one occasion shall not be construed as a waiver of any other occasion of the same of any other covenant, condition, or agreement hereof.

[remainder of page left intentionally blank; signature page to follow]

EXECUTED AS A SEALED INSTRUMENT, this 25th day of July, 2022.

AWMW, LLC

Mark H. White
Mark H. White, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 25th day of July, 2022, before me the undersigned notary public, personally appeared Mark H. White, proved to me through satisfactory evidence of identification which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed as Manager of AWMW, LLC.

Richard J. Lane II
Notary Public
My commission expires: Oct. 16, 2026

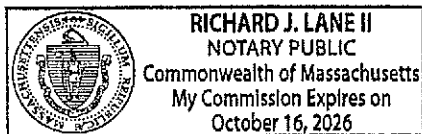


Exhibit A
Property Descriptions

5-B Sunnyside Lane

The land in Concord, Massachusetts known and numbered as 5-B Sunnyside Lane, shown as Lot 5B on the plan entitled "Definitive Subdivision Plan for Sunnyside Lane in Concord, MA" dated January 5, 2022, most recently revised July 7, 2022, by Stamski & McNary, Inc., and recorded with the Middlesex South District Registry of Deeds as Plan No. 501 of 2022

Containing 10,912 square feet of land.

7-A Pond Street

The land in said Concord known and numbered as 7-A Pond Street and shown as Lots 34 and 35 on the plan entitled "Plan of Land in Concord, Mass.," by E.N. Montague, Civil Engr., dated December 30, 1935, recorded with the Middlesex South District Registry of Deeds as Plan No. 110 of 1936 in Book 6010, Page 71, and further bounded and described as follows:

SOUTHERLY	by the proposed street shown on said plan, 100 feet;
WESTERLY	by Lot 33, 135 feet;
NORTHERLY	by the shore of Warner's Pond, 100 feet; and
EASTERLY	by Lot 36, 135 feet;

Containing, according to measurements of said plan, 13,500 square feet.

49 Pond Street

The land, with the buildings and improvements thereon, in Concord, Massachusetts known and numbered as 49 Pond Street and shown as Lot 43-2 on the plan of land entitled "Plan of Land in Concord, Massachusetts (Middlesex County), For: Bentley Building Corp." dated June 16, 2021, by Stamski and McNary, Inc., recorded with the Middlesex South District Registry of Deeds as Plan No. 553 of 2021.

Containing 10,957 square feet, more or less, according to said plan.

For Grantors' title, see deed of DIGI, LLC dated June 29, 2022 and recorded with the Middlesex South District Registry of Deed in Book 78203, Page 58.

GRANT STREET
(50' WIDE)

N37°48'14"W 885.97'

S34°42'55"W
33.74'

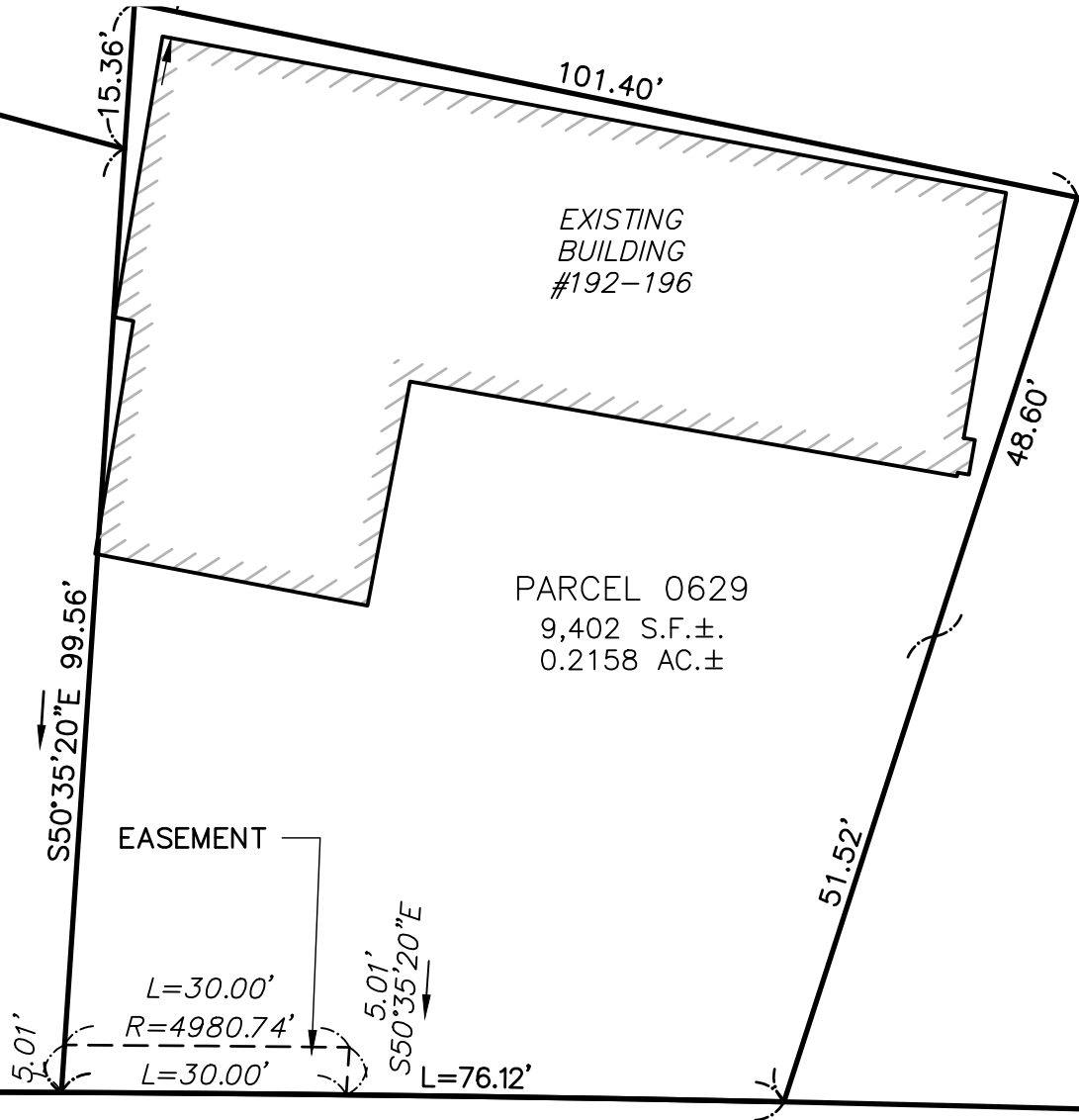
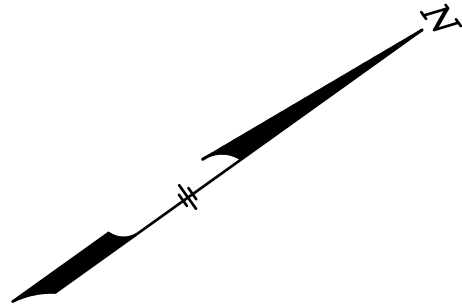
L=100.78'

L=176.90', R=4975.74'

SUDBURY ROAD

(1910 COUNTY LAYOUT - VARIABLE WIDTH)

N/F
CS&M CONCORD
LLC



EASEMENT PLAN
IN

CONCORD, MASSACHUSETTS
(MIDDLESEX COUNTY)

FOR: TOWN OF CONCORD
SCALE: 1"=20' JANUARY 13, 2023

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

(6752Awork.dwg) 194 Sudbury Road SM-6752A



Property: Sunnyside Lane and Unnamed Way, Concord, MA 01742

GRANT OF EASEMENT FOR WATER UTILITY

(SUNNYSIDE LANE, CONCORD, MIDDLESEX COUNTY, MASSACHUSETTS)

This Grant of Easement (this “Easement”) is made this ____ day of ____, 2025 by AWMW, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts, having a principal address at 233 Independence Road, Concord, Massachusetts 01742 (“Grantor”) to and in favor of the Town of Concord, a Massachusetts municipal corporation, acting by and through its Public Works Commission, with an address of 135 Keyes Road, Concord, Massachusetts 01742 (the “Grantee”).

WHEREAS, Grantor is the owner of certain land in Concord, Middlesex County, Massachusetts known and numbered 42 and 50 Sunnyside Lane by a deed of DIGI, LLC dated June 29, 2021 and recorded with the Middlesex South District Registry of Deeds (the “Registry”) in Book 78203, Page 58, and shown as “Lot 2093 containing 0.2296 acres, more or less” and “Lot 5B containing 0.2505 acres, more or less” (collectively, the “Property”) on the plan of land entitled “Definitive Subdivision Plan for Sunnyside Lane in Concord, MA” dated January 5, 2022, most recently revised July 7, 2022, prepared by Stamski & McNary, Inc., and recorded with the Registry as Plan No. 501 of 2022 (the “Subdivision Plan”); and

WHEREAS, Grantor reserved the right to grant a water utility easement within Sunnyside Lane and the Unnamed Way to the Town of Concord as more particularly described in: (i) Declaration of Reservation of Water Main Easement recorded with the Registry in Book 80495, Page 154 (the “Declaration”), (ii) deed for the sale of 31 Sunnyside Lane, shown as “Lot 1 containing 0.3731 acres, more or less” on the Subdivision Plan, said deed recorded with the Registry in Book 81217, Page 274, (iii) deed for the sale of 61 Sunnyside Lane, shown as “Lot 5A-3 containing 0.5676 acres, more or less” on the Subdivision Plan, said deed recorded with the Registry in Book 82547, Page 367, and (iv) deed for sale of 47 Sunnyside Lane, shown as “Lot 5A-2 containing 0.4382 acres, more or less” on the Subdivision Plan, said deed recorded with the Registry in Book 82915, Page 310, and (v) deed for sale of 41 Sunnyside Lane, shown as “Lot 5A-1 containing 0.2842 acres, more or less” on the Subdivision Plan, said deed recorded with the Registry in Book 83245, Page 24;

WHEREAS, Grantor has the right to grant an easement within the entire width and length of Sunnyside Lane and the Unnamed Way and the boundaries of the easement area are shown as

“Limit of Water Utility Easement” (the “Easement Area”) on an Easement Plan entitled “Water Main Extension As-Built for Sunnyside Lane in Concord, MA For: AWMW, LLC, Scale: 1”=20”, prepared by Stamski and McNary, Inc., dated September 6, 2022 and attached hereto as Exhibit A (the “Easement Plan”).

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) paid, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Scope Of Easement: Grantor hereby grants to Grantee a water utility easement in, on, over, under, across and through the Easement Area (the “Easement”).

a. Within the Easement Area, the Grantee shall have the perpetual exclusive easement and right to construct, install, inspect, repair, replace, operate and forever maintain water mains, valves, manholes, pipes, conveyances, and lines for the transmission of water to the lots serviced by the Town of Concord water main constructed in Sunnyside Lane and the Unnamed Way, and other related facilities or appurtenances, including but not limited to, fire hydrants and other associated fire suppression equipment (collectively the “Water Facilities”), provided the same do not interfere with or limit the access to or residential use of the lots abutting Sunnyside Lane and the Unnamed Way. Within the Easement Area, Grantee shall have the perpetual easement and right of access over the Easement Area to pass along and over such areas and to temporarily use and access such areas with equipment and, from time to time, to inspect, repair or reconstruct the Water Facilities that are maintained within the Easement Area. Grantee shall provide reasonable advanced notice to Grantor, or its successors or assigns, of its intent to repair, maintain, or reconstruct the Water Facilities prior to any such act that may materially interfere with the use of the residential properties shown on the Subdivision Plan, provided however, that no such notice shall be required in the event of an emergency. Access to, and construction, reconstruction, maintenance, or repair of the Water Facilities shall be scheduled in a manner that does not unreasonably impact the residents of Sunnyside Lane, or Pond Street, except in the event of emergency repair or inspection. Following any construction, reconstruction, maintenance, or repair, any and all disturbed surface areas shall be restored to their prior condition, as reasonably practical, by Grantee and at Grantee’s sole expense within a reasonable time.

b. Grantee shall have the right and the obligation to maintain all elements of the Water Facilities in good and working order, including, without limitation, flushing the water lines and other related maintenance activities. Such maintenance obligations do not include maintenance of the surface of Sunnyside Lane and Unnamed Way, with the exception of Grantee’s obligation to restore any disturbed surface area required for access as described in Section 1(a).

c. To the extent reasonably possible, Grantee shall not modify or change the grade of Sunnyside Lane or Unnamed Way, and in no event shall Grantee modify or change the grade on Grantor’s Property outside of the Easement Area. Grantee confirms that all work will be

conducted in a good and workmanlike manner and the removal of equipment and/or debris resulting from Grantee's activities will be the responsibility of Grantee and will occur promptly.

d. All work performed by Grantee, or Grantee's agents, employees, or contractors shall be performed at Grantee's sole cost and expense and at Grantee's risk.

2. 10' Wide Water Utility Easement:

In the Declaration, the Grantor reserved a perpetual right and easement of access over the 10' Wide Water Utility Easement area located on 50 Sunnyside Lane (formerly 5-B Sunnyside Lane) and 49 Pond Street (as shown on the Easement Plan) and the Grantor has assigned such rights, easements and obligations in the 10' Wide Water Utility Easement to Grantee pursuant to that certain Assignment of Water Main Easement recorded simultaneously herewith.

3. Grantor Improvements:

The Grantor shall not make any improvements to the Easement Area or portions of the Property abutting the Easement Area that would materially or adversely affect the Grantee's rights granted hereunder, without prior written consent of the Grantee, which shall be in Grantee's sole discretion.

4. Change of Grade, Excavations and Drilling:

The Grantor shall not change the grade, elevation or contour of any part of the Easement Area or conduct any drilling activities in the Easement Area without prior written consent of the Grantee.

5. Representations:

Grantor represents and warrants that it is lawfully authorized to execute this Easement, and Grantee represents and warrants that it is lawfully authorized to accept this Easement. The Grantor further represents that, except for the mortgage with the Bank (as defined herein), there are no mortgages or encumbrances of record or otherwise on the Property that may affect the right and authority of the Grantor to grant this Easement, the Easement itself and the rights and easements established hereby.

6. Acceptance of Easement by Mortgagee:

Enterprise Bank & Trust Company, having its principal place of business in 222 Merrimack Street, Lowell, MA 01852 (the "Bank"), holder of a first mortgage on the Property of Grantor being dated August 9, 2022 and recorded with the Registry in Book 80556, Page 502, for good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby joins in this Grant of Easement and agrees with Grantee that Bank shall hold said mortgage and, in the event of foreclosure thereof, the mortgaged premises, subject to the rights and easements contained herein; provided, however, that the rights of Bank under said mortgage shall not otherwise be affected.

7. Acceptance of Easement by the Grantee:

The acceptance of this Easement by the Grantee is authorized pursuant to a vote taken under Article 18 of the 2024 Town Meeting Warrant, and that vote of the Town of Concord Select Board dated [____]. **[NTD: To be completed]**

8. Relocation of Easement:

The Grantor shall not relocate any part or parts of the Easement Area without the express written consent of the Grantee. Any relocation of the Easement Area shall be at the Grantor's sole cost and expense.

9. Successors and Assigns:

All covenants and agreements that are contained in this Easement shall be deemed and shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the respective successors, assigns, transferees of the parties hereto and all persons claiming under them. It is understood and agreed that from and after any conveyance or transfer of any property covered by this Easement, the transferee shall be liable for the performance or observance of, and shall have the benefit of, said covenants and agreements.

10. Governing Law:

This Easement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

11. Amendments:

No amendments or modifications of this Easement shall be effective without the prior written agreement of Grantor and Grantee, or their successors or assigns. No waiver of any provision hereof shall be enforceable unless in writing, and a waiver of any of the covenants, conditions or agreements hereof on one occasion shall not be construed as a waiver on any other occasion of the same of any other covenant, condition, or agreement hereof.

12. Notice:

Any notice to Grantor shall be delivered to AWMW, LLC at 233 Independence Road, Concord, Massachusetts 01742, or to such other name and address as Grantor's successors shall notify the Grantee in writing, by first-class mail and by certified mail. Any notice to Grantee shall be delivered to Grantee at the address first set forth above by certified mail.

13. Entire Agreement:

This Easement constitutes the full and final expression of the agreement between the parties and contains all terms of their agreement. This Easement supersedes all prior understandings between the parties in connection with the subject matter hereof, whether oral or written. If any provision of this Easement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable because of the conflict of such provision with any constitution or statute or rule or public policy or for any other reason, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this Easement shall be reformed and construed as if such

invalid, inoperative and unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

14. Counterparts:

This Easement may be executed in any number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

[remainder of page left intentionally blank; signature page to follow]

IN WITNESS HEREOF, the parties hereto have executed this Easement under seal.

GRANTOR:
AWMW, LLC

GRANTEE:
TOWN OF CONCORD
By and through its Town Manager

By: _____
Mark H. White, Manager
Authorized Signatory

By: _____
Kerry Lafleur, Town Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex County

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Mark H. White, and proved to me through satisfactory evidence of identification, which was my own personal knowledge of identity of the signatory to be the person whose name is signed above, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as an authorized signatory of AWMW, LLC.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex County

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Kerry Lafleur, and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed above, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose as Town Manager of the Town of Concord.

Notary Public
My commission expires:



CONCORD PUBLIC WORKS

133 KEYES ROAD
CONCORD, MASSACHUSETTS 01742-1601
www.concordma.gov

ENGINEERING DIVISION

Tel: 978-318-3210

Fax: 978-318-3245

February 5, 2025

Ms. Mary Hartman
Chairperson
Town of Concord
Select Board

RE: Request for Consideration to accept sidewalk Easement - 192-196 Sudbury Road

Dear Ms. Hartman:

The purpose of this letter is to request that the Select board accept a sidewalk easement as shown on the attached plan titled "Easement Plan" dated January 13th, 2023, and prepared by Stamski & McNary, Inc. This easement is for the purpose of relocating a portion of the public sidewalk along Sudbury Road on a private parcel (Parcel ID:0629) located at 192-196 Sudbury Road to avoid the taking of a public shade tree. Said easement is being granted by Toombs Realty at no cost to the Town. Authority for acquiring acceptance of such easements was granted to the Select Board during the 2024 Annual Town Meeting under Article 18 "Select Board to Accept Easements" through July 1, 2025. See passage of article below.

***ARTICLE 18.** To authorize the Select Board, until July 1, 2025, to acquire on behalf of the Town easements for the following purposes: roads, sidewalks, vehicular, bicycle or 22 pedestrian access or passage, water, drainage, sewer, fiber-optic cable, electricity and other utilities, where such easements are acquired at no cost to the Town and are required pursuant to a land use permit, site plan review, agreement for utility or drainage, agreement for construction, use, operation and maintenance of infrastructure, or memorandum of understanding.*

This general article allows the acceptance of easements by the Select Board, at no cost to the town, throughout the year as they come up until the date specified in the article (in this case, July 1, 2025). This article also gives authorization for easement acceptance related to enterprise funds. This general article provides the flexibility to address land interests in project (public and private) development in a timelier fashion and reduces the need for temporary legal instruments. Passage will help with the execution of easements being contemplated for the installation of new traffic signal equipment being currently designed for the improvements at the Main St/Baker Ave intersection.

Background

In 2022 the owner of 192-196 Sudbury Road (Toombs Realty) approached Public Works requesting to improve the deteriorated sidewalk adjacent to their property in conjunction with their planned improvements to their parking lot and frontage. Public Works agreed that the sidewalk needed repairs but given other town needs at the time, it was not a high priority. In addition, an adjacent street tree that had caused significant heaving of the existing sidewalk limited the Town's ability to make low-cost repairs/improvements to the sidewalk while staying within the limits of the right of way and meeting ADA standards.

Toombs Realty offered to split the cost of the construction of sidewalk improvements totaling \$5,200, with the Town contributing half (\$2,600). In addition, Toombs Realty was willing to grant the Town the necessary easement at no cost to the Town to re-route a portion of the sidewalk on private property to avoid impacts to the adjacent street tree.

The sidewalk was successfully constructed during the 2023 construction season at which time the Town entered a license agreement until the easement could be approved. Upon acceptance of the sidewalk easement, Public Works will obtain required signatures on the easement agreement and then officially register the easement with the registry of deeds.

Request:

Acceptance of a sidewalk easement on land at 192-196 Sudbury Road as detailed on a plan titled “Easement Plan” dated January 13, 2023, and with the terms contained in the Easement Agreement.

Sincerely,



Stephen Dookran, PE
Town Engineer

Attachments:

1. Easement Plan dated January 13, 2023, drafted by Stamski and McNary, Inc.
2. 192-196 Sudbury Road – Easement Agreement

IN WITNESS WHEREOF, said Enterprise Bank & Trust Company has caused its corporate seal to be hereto affixed and this instrument to be signed and delivered in its name and behalf by its duly authorized officer this _____ day of _____, 2024.

Enterprise Bank & Trust Company

By: _____

Hereunto duly authorized

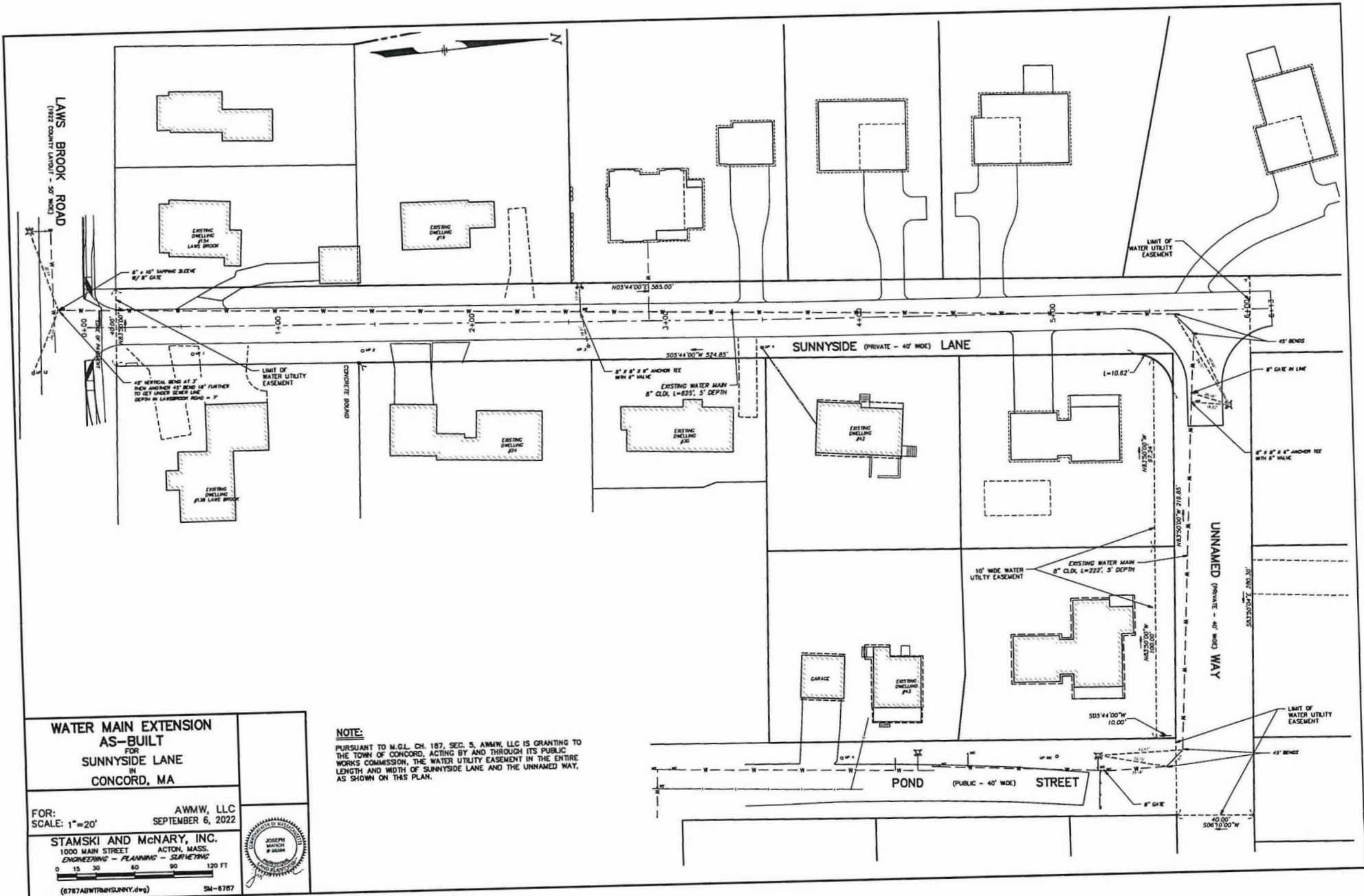
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, being _____, 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 as his/her free act and deed as _____ of Enterprise Bank & Trust Company and.

Notary Public
My Comm. Expires:

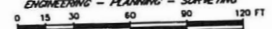
Exhibit A
Plan
(to be attached)



**WATER MAIN EXTENSION
AS-BUILT
FOR
SUNNYSIDE LANE
IN
CONCORD, MA**

FOR: AWMW, LLC
SCALE: 1"=20' SEPTEMBER 6, 2022

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



(6787ABWTRMNSUNNY.dwg) SM-6787



NOTE:

PURSUANT TO M.G.L. CH. 187, SEC. 5, AWMW, LLC IS GRANTING TO THE TOWN OF CONCORD, ACTING BY AND THROUGH ITS PUBLIC WORKS COMMISSION, THE WATER UTILITY EASEMENT IN THE ENTIRE LENGTH AND WIDTH OF SUNNYSIDE LANE AND THE UNNAMED WAY, AS SHOWN ON THIS PLAN.



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 10, 2025

11

Discuss and Vote on Warrant for Peabody School

Presenter: Kerry Lafleur, Town Manager

Requested by: SB Chair

Action Sought: Approval

Proposed Motion(s)

Motion: Move to Vote on Warrant for Peabody School

Presenter: Kerry Lafleur, Town Manager

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

To: Select Board
From: Kerry A. Lafleur, Town Manager
Date: February 8, 2025
Subject: Transfer of Peabody School

At its meeting on February 4, 2025, the Concord School Committee voted as follows:

To “unanimously declare that the three parcels of land known collectively as the “Peabody School Property” and comprised of 1231 Old Marlboro Road (Parcel ID 3000), 78 Old Pichard Road (Parcel ID 2999), and 68B Powder Mill Road (Parcel ID 2991-7), are no longer necessary for public school purposes and recommends the transfer of care, custody, management and control of said parcels to the Select Board.”

As you may recall, while the School Committee is able to declare property under its care as surplus, only Town Meeting has the authority to transfer property from the School Committee to the Select Board, as such we are seeking to place a warrant article on the 2025 Annual Town Meeting warrant seeking such transfer.

In addition, I recommend that the warrant article also seek a funding appropriation to cover carrying costs for the property for the period of July 1, 2025 – June 30, 2026 (FY26). A subsequent warrant article can be submitted if needed to cover expenses beyond FY26, as needed. At this time, we estimate a need for \$68,926, as detailed below, though we are still awaiting additional information from our insurer, regarding the actual cost to insure a vacant property. One option which may reduce the insurance expense would be to temporarily relocate a Town operation, such as Facilities, to this location.

It is also important to note, that we have been advised by School Administration that the elevator is currently is only operational through use of a part on loan from the manufacturer until March 2025. The permanent repair of the elevator is estimated at \$30,000+. Until the elevator is repaired, any reuse of the property is restricted to the first floor.

Further, it is also important to note that a title examination is required to determine whether or not any or all of the parcels being surplus carry Article 97 protection, which requires a further process to change use.

Given the interest in transferring ownership of this property, we recommend the following warrant article, as drafted by Town Counsel:

To determine if the Town will vote to authorize the transfer of the care, custody, management, and control of three parcels of land known collectively as “Peabody School Properties” and comprised of 1231 Old Marlboro Road (Parcel ID 3000), 78 Old Pickard Road (Parcel ID 2999), and 68B Powder Mill Road (Parcel ID 2991-7), to the Select Board, and further to raise and appropriate, or transfer from available funds, a sum of \$70,000 to cover utility, maintenance, insurance, legal and any other costs associated with funding operations for the period of July 1, 2025 – June 30, 2026 (FY26), or take any other action relative thereto.

Item	Cost, fully occupied	Cost, pro-rated (40%)
Utilities, Natural Gas	\$ 57,331	\$ 22,932
Utilities, Electric	\$ 23,496	\$ 9,398
Utilities, Septic Pumping	\$ 3,190	\$ 1,595
Other, Maintenance		\$ 5,000
sub-total:		\$ 38,926
Property Insurance	\$ 20,906	\$ 20,000
Legal, inc. title exam		\$ 10,000
sub-total:		\$ 30,000
total:		\$ 68,926

Supplemental Materials:

- Certified vote of the School Committee, February 6, 2025
- Memorandum from Town Counsel, entitled “Transfer of former Peabody School parcels,” dated January 14, 2025.

**CONCORD PUBLIC SCHOOLS
CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT**

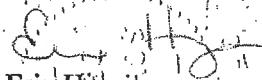
120 MERIAM ROAD CONCORD, MA 01742 PHONE: 978.318.1500 FAX: 978.318.1537
www.concordps.org

February 6, 2025

To Whom It May Concern:

I certify that on February 4, 2025, the Concord School Committee unanimously declared that the three parcels of land known collectively as the "Peabody School Property" and comprised of 1231 Old Marlboro Road (Parcel ID 3000), 78 Old Pickard Road (Parcel ID 2999), and 68B Powder Mill Road (Parcel ID 2991-7), are no longer necessary for public school purposes and recommends the transfer of care, custody, management, and control of said parcels to the Select Board.

Sincerely,



Erin Higgins
Secretary, Concord School Committee

**ANDERSON
KREIGER**

PRIVILEGED AND CONFIDENTIAL

MEMORANDUM

To: Kerry Lafleur, Town Manager
Town of Concord

Released to Superintendent Hunter & members
of the CPS School Committee

From: Mina Makarious
Carlos R. Rosende

January 17, 2025

Kerry Lafleur

Re: Transfer of former Peabody School parcels

Date: January 14, 2025

On behalf of the Superintendent of Schools, you asked us to advise on the process for transferring three parcels of land comprising the former Peabody School from the School Committee to the Select Board for other uses.

The Peabody School consists of three separate parcels of land known collectively as the “Peabody School Properties”: 1231 Old Marlboro Road (Parcel ID 3000), 78 Old Pickard Road (Parcel ID 2999), and 68B Powder Mill Road (Parcel ID 2991-7). The School Committee is considering the transfer of the Peabody School Properties (the “Properties”) to the Select Board to be used for non-school purposes. As described in greater detail below, such transfer will require a vote of the School Committee as well as a Town Meeting Vote. Depending on any restrictions that may be contained in the deeds for the Properties, the transfer may also implicate Article 97 of the Massachusetts Constitution, adding several steps to the transfer process, including the need for special legislation by the General Court.

G.L. c. 40, § 15A

This statute establishes the procedure by which the Town may dispose of land held for a specific purpose, and it applies to the transfer of land from one town committee or department to another where the land is to be put to a different use. *See Carroll v. Select Board of Norwell*, 493 Mass. 178, 182-83 (2024) (explaining the requirements of c.40, § 15A). Section 15A requires that the board or officer having charge of land held for a specific purpose “determine that such land is no longer needed for such purpose” and give notice of that determination to the Select Board. The transfer must then be approved by a 2/3 vote of Town Meeting.

Accordingly, to “transfer the care, custody, management and control” of the Properties to the Select Board, the School Committee must determine that the land is no longer needed for public school purposes, and then recommend the transfer of the Properties to the Select Board.

The School Committee could fulfill these requirements by voting to pass the following form of vote:

Massachusetts Teachers Association
PRIVILEGED AND CONFIDENTIAL
March 4, 2019

The School Committee declares that the three parcels of land known collectively as the “Peabody School Property” and comprised of 1231 Old Marlboro Road (Parcel ID 3000), 78 Old Pickard Road (Parcel ID 2999), and 68B Powder Mill Road (Parcel ID 2991-7), are no longer necessary for public school purposes and recommends the transfer of care, custody, management, and control of said parcels to the Select Board for **[DESCRIBE USE IF DETERMINED]**.

Once the School Committee declares that the Properties are no longer needed for school purposes and provides notice to the Select Board, the Town may take up a warrant article transferring the care, custody, management, and control of the Properties to the Select Board.¹ The text of a Town Meeting warrant article that would authorize the transfer is below:

To determine if the Town will vote to authorize the transfer the care, custody, management, and control of three parcels of land known collectively as the “Peabody School Properties” and comprised of 1231 Old Marlboro Road (Parcel ID 3000), 78 Old Pickard Road (Parcel ID 2999), and 68B Powder Mill Road (Parcel ID 2991-7), to the Select Board for **[DESCRIBE USE IF DETERMINED]**, or take any other action relative thereto.

Deed Restrictions

Chapter 40, § 15A states that “no such transfer [under §15A] shall be valid if it is in violation of any term or condition of the title of the city or town to such land.” Thus, a title exam on each of the Properties to determine what restrictions exist as a matter of record on each. In addition, lands dedicated to a use described in Article 97 of the Amendments to the Massachusetts Constitution (“Article 97”), which include recreation and park land, cannot be put to a different use “except by laws enacted by a two thirds of each branch of the general court.” The process for seeking “release” of land protected by Article 97 is described in G.L. c. 3, § 5A and 310 CMR XX.00 (published in draft form in November 2024), and has multiple steps including review by the Executive Office of Energy and Environmental Affairs and culminating in a vote of the Massachusetts House and Senate. We would be happy to provide further input on that process.

¹ The School Committee vote does not need to precede the Town Meeting vote under *Harris v. Town of Wayland*, 392 Mass. 237, 244 n.11 (1984), but as the language of the statute contemplates this order of events, we recommend the School Committee vote occur prior to the Town Meeting vote.



Concord Select Board Meeting
AGENDA ACTION REQUEST
Monday, February 10, 2025

12

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

Operations Report

2025 Volume 3/February 7, 2025

General Administration

Update: Cell Tower Project at 755 Walden Street

The Concord Landfill, located at 755 Walden Street, has been designated as the preferred site for a new cell tower following the approval of Article 38, *Citizen Petition: Citizen Support for a New Cell Tower Located at the Landfill*, at the 2024 Town Meeting. This location previously housed an AT&T tower in the early 2000s, which was removed around 2003-2004. Improving cell service in Concord is a key goal of the Select Board for Fiscal Year 2025, and the establishment of a new tower at this site aligns with the town's efforts to enhance connectivity and address coverage gaps.

In October 2024, the Town issued a Request for Proposals (RFP) seeking a qualified provider to construct and operate a new cell tower at the site. Three proposals were received in January 2025 from American Tower, Cellco Partnership d/b/a Verizon Wireless, and Wireless Edge Towers. A selection team appointed by the Town Manager carefully reviewed the proposals based on the criteria outlined in the RFP. After a thorough evaluation, Wireless Edge Towers was selected as the most advantageous proposal. The Wireless Edge Towers submission demonstrated superior technical expertise, a strong track record with similar projects, and a well-documented plan to accommodate at least five major wireless carriers. Additionally, Wireless Edge expressed a commitment to working closely with the Town to refine specifications and ensure the project meets local needs.

On February 5, the Town Manager formally notified Wireless Edge of their selection. The next steps in the process include finalizing a lease agreement and an application to the Zoning Board of Appeals for a special permit. The Town will continue to provide updates as the project progresses.

Concord250

The 2025 Patriots Day Parade on Saturday, April 19 is a little over eight weeks away. Town Staff and 250 Committee members continue to meet regularly to finalize details for the weekend and other Concord 250 related events. A drone show is planned for the evening of the 19th and a group is also working on family friendly activities between the parade and the drone show.



Community members and others can find out about Concord250 related

events and logistical details by signing up for [Concord250 - Stay Connected notifications](#).

Health Division

Community Health Updates

Public Health Nurse Moira Carter, along with interns, has been continuing work on the 2024 Community Health Needs Assessment (CHNA), analyzing data and putting together a summary report. Moira has also been busy distributing COVID-19 at-home tests to the Council on Aging (COA), Libraries, and Emergency Assistance Shelter to ensure easy access for residents. Tests are also available at the Health Department Office at 141 Keyes Road.

Moira continues to collaborate with Emerson's Mental Health Working Group and recently partnered with the COA to give a talk on mental health awareness. She's also supporting the "Yellow Tulip Project," which focuses on reducing stigma around mental health and connecting residents with resources. Keep an eye out this spring for yellow tulips blooming at the Beede Center and COA as part of this initiative. On top of all that, Moira attended MEMA's "Before Help Arrives" training to support preparedness efforts ahead of Concord's 250th celebration.

Behind the Scenes: Health Department Staff

The rest of the Health Department team has been focused on a range of projects. Staff are comparing Concord's permit fees with those of surrounding towns, updating local tobacco retailers on the new Tobacco-Free Generation bylaw, and coordinating food vendor permits for the upcoming 250th celebration. The team is also completing Incident Command System (ICS) training to strengthen emergency preparedness.

In addition, staff have been involved in the Concord Behavioral Health Collaborative meetings and working to finalize the septic system at the new middle school.

Economic Vitality

Food Safety Training

This program is presented by the Economic Vitality and Health Divisions with training led by Berger Food Consulting. There are a total of three trainings scheduled: 2/1, 2/11, and 3/4. The training proved to be very popular and the next two classes are fully enrolled with 34 students each.



Participants include staff of local businesses, members of churches, and members of social clubs that frequently host programming where food is served. The training is a manager level certification in food safety and allergen awareness. The Massachusetts food code now requires all food establishments to have a certified manager on site at all times. This training adds capacity to local businesses and various venues to host events and other programming.

The Food Safety Equipment grant program deadline was last Friday and applications are now being processed. Two types of grants will be awarded to over a dozen groups — to farm stands and to businesses who will be serving food at the 250th and other events.

Town Engineer

Main street/Baker Ave/Cottage Street Intersection Traffic Signal

The traffic signal control cabinet at the intersection was struck and damaged by a motor vehicle on Thursday morning and disabled the signal operations entirely. The Highway and Grounds Division put out temporary stop signs on the Baker Ave and Cottage St approaches as well as warning signs on Main St. CPW's signal maintenance contractor (Electric Light) determined that the signal cabinet and controller could not be repaired and placed the signal lights on flashing yellow for the Main St approaches and flashing red for

Baker Ave and Cottage St approaches while a new controller cabinet was being acquired and installed. The pedestrian crossing signals were not operable as well during this time. Considerable traffic backups and delays on Cottage St and Baker Ave were observed during the rush hour times. A new controller cabinet was installed and the signals were back in operation at the end of day, Friday. The Town will be pursuing the recovery of costs from the insurance of the vehicle involved. It should be noted that the damaged traffic box is one that was painted decoratively by an artist last year under a program sponsored by the West Concord Junction Cultural District Committee.

Main Street - National Grid's Gas Leaks

This past week, National Grid completed a repair on Main St near the Walden St intersection. However, there appears to be another leak in the area which will make it the third gas leak since Main St was repaved last fall. It is regrettable that National Grid did not seize the opportunity to upgrade their gas infrastructure when CPW Engineering notified them of plans and schedules for the intersection and street paving projects. Engineering continues to work with National Grid on final street restoration requirements and timing for the locations of the leaks with the hopes that the work will be completed before the 250th events. The paving at the Walden St intersection needs to be completed with enough curing time for the installation of the patterned crosswalks.

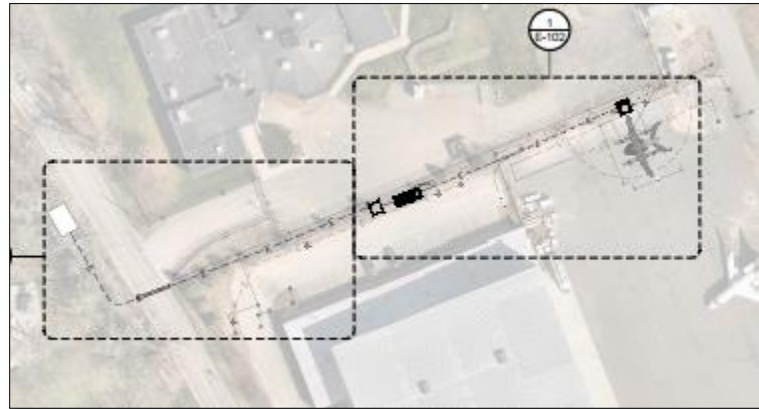
Virginia Road Trench for Beta Technologies

CPW worked to expedite the laying of electrical conduits in Virginia Road to help Beta Technologies implement its high speed electric charger project at the Hanscom Field Airport. Beta wrote: *"This project is part of our aircraft charging network expansion contracted with the United States Department of Health and Human Services, the purpose of which is to support the enhancement of public health preparedness by creating new aero-mobility solutions for distributing Medical Countermeasures (MCM). These network locations are in close proximity to pre-identified major medical facilities."* CPW recognized the regional benefits of this project and in order for Beta to meet its obligations to DHHS, CPW agreed to issue a road opening

permit during its winter permit shutdown period. CMLP will continue to work with Beta to energize the system.

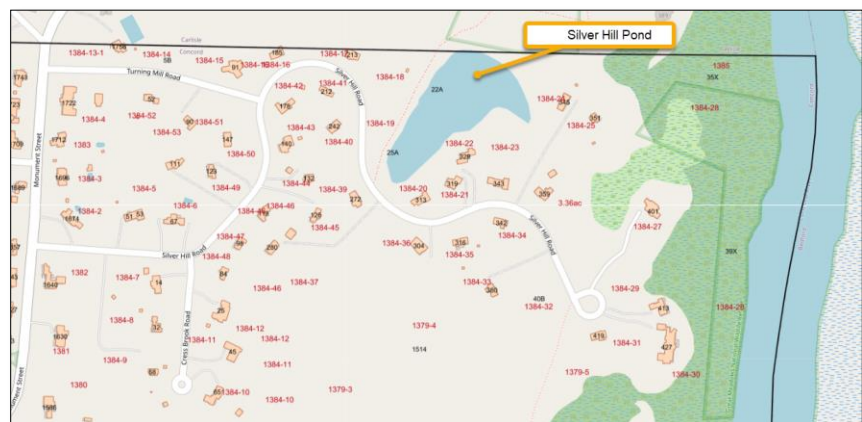
Parking Meter Removal

The contractor, K.B. Arruda Construction, has removed all the meter posts on Thoreau St, Commonwealth Ave, and Church St. Concrete restoration of the holes in the sidewalk has started but is being hampered by freezing temperatures. The concrete work will continue on the warmer days in the week of February 3rd but the removal of the remaining approximately 60 % of the meter posts which are in the downtown area may not occur until the end of March when less freezing is expected. Traffic cones have been placed to mark the locations where the sidewalk needs to be restored.



Silver Hill Rd Neighborhood Improvement Project

All the work related to the replacement of water main, service pipes and hydrants in the 1st phase of this neighborhood project has been completed. The pipe trenches are temporarily paved to get through the winter. Remaining drainage work and road reconstruction will resume in the spring. The design of the 2nd phase of the project is being finalized and will go through permitting by the Natural Resources Commission before going out to bid. CPW Engineering will be meeting with neighborhood residents who are interested in discussing the water quality in the Silver Hill Pond.



Fire Department

Calls for Service

From January 23 to February 6, the fire department responded to a total of 209 calls. Including a 2-alarm fire on Cottage Lane at approximately 11:30 pm on January 30th. There were no injuries. Mutual aid was received from Acton, Bedford, Sudbury, Lincoln, Lexington, Wayland, Weston, Boxborough, and Hanscom fire departments as well as PRO EMS.

Staff

Lieutenant Will Rolfe attended a two-week course, January 12 – 24 at the National Fire Academy in Emmitsburg, Maryland. The course, Command and Control of Fire Department Operations at Natural and Manmade Disasters, is part of a series of Command-and-Control courses designed to prepare incident commanders to manage various types of incidents.



Department of Fire Services Grant received

Concord fire was awarded just over \$15,000 for equipment. The grant is for water rescue equipment, an inflatable boat, and fire gear.

Fire Prevention

Open burning season has started, and the fire prevention division has been managing that permitting process. Fire prevention has been busy with inspections and reviewing fire protection system plans. The Concord Middle School project is nearing completion and last week fire prevention conducted the first two inspections of several needed for fire protection equipment.

Police Department

Calls for Service

Thursday January 30th thru Wednesday February 5th, 2025

- LOG ITEMS: 553
- TRAFFIC ENFORCEMENT: 52
- MOTOR VEHICLE STOPS: 64
- MOTOR VEHICLE CRASHES AND/OR PAPER EXCHANGES: 9
- ARRESTS: 1

Personnel News

Tim McGonagle was sworn in as the departments' newest Sergeant.



Concord Select Board Meeting
AGENDA ACTION REQUEST
Monday, February 10, 2025

13

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 10, 2025

14

Select Board Liaison Reports

Requested by: SB Chair

Action Sought: None

Proposed Motion(s)

Motion: None Anticipated

Additional Information

Board Action

School Committee (2/4)

- Held budget hearing on both CPS and CCRSD budgets. Budget proposals remain the same as those presented Jan 7th mtg. Related Town Meeting warrant articles approved
 - Proposed CPS budget is \$47,632,034, representing a \$1,116,321 or 2.40% increase over FY25 (which matches Fin Com guideline).
 - The total proposed CCRSD budget is \$40,479,952, representing a \$1,505,045 or 3.86% increase over FY25. After netting of relevant revenues and based on Concord's 76.63% of students (859 students as of 10/1/24), Concord's assessment is projected to be \$27,282,355, representing a \$1,141,447 or 4.37% increase over FY25.
- Concord School Committee voted to declare the three parcels of land representing Peabody School as no longer necessary for public school purposes and recommended the transfer of care, custody, management, and control of said parcels to the Select Board.
- Additional warrant articles reviewed and approved for Town Meeting:
 - Authorize the Facilities Rental Revolving Fund - enable CPS to deposit rental fees from users of school property into this revolving fund, and use these funds to help offset utilities, custodial and maintenance costs for the district's school buildings. Currently estimated at approximately \$15K (mostly outside groups), could increase with new middle school next year.
 - Authorize the establishment of a Non-Resident Tuition Revolving Fund - allows CPS to receive tuition fees for students from other districts, and apply those fees to help offset costs of our district's special education programs (similar to existing CCRSD fund).
 - Authorization for Extended Contract Limits for Leases and Curriculum - supports more favorable contract terms for CPS, authorizes extended contract terms of up to five years for bus leases and curriculum licenses and subscriptions
 - CCRSD Amenities Building - Request to authorize borrowing of \$1,850,000 for the purpose of constructing an amenities building with ADA compliant public restrooms and concessions space, including the costs of engineering, design, site preparation, excavation, subsurface materials, and construction. Concord and Carlisle Approval shall be contingent upon passage of a Proposition 2 ½ debt exclusion referendum
- New Concord CPC application for Amenities Building – During a concurrent meeting, the CPC discussed receipt of the new application for the Amenities Building. The School Committee was informed (by Alexa who attended the CPC sessions) that the CPC declined (4 in favor, 5 against) to consider an off-cycle review and potential funding of the application.

West Concord Advisory Committee (2/5)

- Continued to update 2010 West Concord Master plan with detailed status on all 77 recommendations. Committee expects to complete review on March 5th and forward to MCI Advisory Committee to provide feedback on status and priority of all outstanding project recommendations.

Liaison Report-Terri Ackerman-2/10/25

Permanent Memorial Subcommittee of the 250th

- Discussed how to start the public conversation. Goal is to reach and get input from as many people in Town as possible. Challenge is to reach different age groups, interest groups and other demographics, and to earn the support of the entire community. The memorial will be a gift to the Town.
- There seems to be community agreement on the statement of purpose, but not on the specific design or location of the memorial. To date, the committee has received 1 conceptual design, which has generated some controversy.
- Polly Reeve is heading up a working group, beginning Feb 6, to prepare a presentation to bring the public up to speed, including why this is important, how the committee made decisions, and why we need this meeting with the public. Inviting public input and critique is crucial, as is dispelling misinformation. For example, Subcommittee decision to use narrative, instead of symbolism, drove the physical design. Physical site restraints were also key to driving the design. Those decisions may need to be re-examined.
- Kate James will pull together a list of local sculptors to discuss at a future meeting.

Light Plant

- Seven candidates indicated interest in the open Light Plant Board role. Jason Burger interviewed all seven, and shared interview notes with Kerry and myself. Kerry and I will be conducting interviews with a subset of the candidates and collaborating with Jason on a decision.
- At the upcoming Board meeting February 12, expected topics to be covered include how solar payments may work under time-of-use rates, and a discussion around alternatives to non carbon-emitting energy, as some recent solar and wind contracts have been abandoned by developers leaving holes in our power portfolio.

Historical Commission

- Submitted nomination for proposed full time member

Library

- Working with Committee to submit nominations for proposed Associate and Full members



Concord Select Board Meeting
AGENDA ACTION REQUEST

Monday, February 10, 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

Map 2229 Main Street Project

Correspondence

Sue Felshin 19 Sunnyside Lane

Miguel Echavarri 255 Commonwealth Ave

Paul Macone 33 Grove Street

Additional Information

Board Action

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

Dear Select Board,

I submitted the correspondence below to the Town Meeting Study Committee stating my objections to their recommendation of clickers for Town Meeting. I ask you to override their recommendation and/or reverse your adoption of it. Clickers are an unverifiable, unauditable method of voting. (They would also cost the town money which we can ill afford this year.)

Regards,
Sue Felshin
19 Sunnyside Lane

P.S. I am a member of the Planning Board but I am speaking for myself.

On 2/7/25 11:39 AM, Sue Felshin wrote:

Dear TMSC,

I understand that you have recommended the use of clickers for all votes at this year's Annual Town Meeting. I ask you to reverse this ill-advised decision because clickers are an unverifiable, unauditable method of voting.

Your decision was based on public support, not least from your survey. But your survey was biased, which poisons the responses gathered from it. The TMSC survey pointed out the benefits of clickers, remote TM, and other options while neglecting to mention the detriments of each option (some or all detriments, depending on the question).

But even if the majority of townspeople are in favor of secret voting, we should not use clickers because they produce an unverifiable, unauditable vote. Over the last quarter century, many jurisdictions have moved to systems with paper records (such as our own optical ballots), particularly

jurisdictions that are interested in fair, reliable voting. This is not because of actual security breaches but because of the possibility of security breaches. With clickers, it is *unknowable* whether they are accurate and secure, and it is *unknowable* that no problem has occurred. Unless, of course, we were to use clickers that produce a paper record, but it would be quite time-consuming and probably very expensive to conduct audits. I am aware of a so-called "audit" of clickers that would be conducted before each session of TM, but I followed up and found it has nothing to do with auditing votes but is rather a technology test to see whether clickers are transmitting accurate data when tested (like VW diesel cars emitting legal levels during testing).

I see that the recommendation has moved from using clickers for just close votes to using them for all votes. If this is because most voters value secret ballots (or so you believe), then the change makes some sense. But do not claim this is "more cost effective". That would be falling prey to the sunk costs fallacy. If we rent or buy clickers, then we have spent the money and it is irretrievably gone. It doesn't "get cheaper" if we use clickers in more circumstances; we would still have spent exactly the same amount of money.

Clickers are not "more transparent" or "more reliable" than our tellers. We can watch our tellers count votes. I have been both a voter and a teller, and I can attest that many voters carefully watch the tellers take down votes. The voter at the end of each row can often hear the two tellers confer over the count. More than one teller would have to secretly communicate their dishonesty to each other, and arrange a way to collude, in order to distort a vote. On the other hand, a single bad actor with sufficient technological know-how could subvert a clicker system. Clickers might contribute to a *feeling* of transparency, but if so, it would only be because technology is abstruse and complex and because most people misunderstand what it does and how it works. In particular, people incorrectly think that "people can make mistakes ..." (i.e., our tellers) "...

but technology can't" -- even though technology is built by people and is much more complicated with more opportunities for things to go wrong, and we can't watch a computer program work.

Both secret ballots and open ballots have long histories of use in the United States and in the colonial period. It is interesting to consider the pros and cons of each. In small, homogeneous societies, everyone knows everyone's business so there is little point in attempting secrecy. In large, diverse societies, there are more opportunities for differing points of view, oppression, and discrimination, and secret ballots can be a way to partially counteract this. I see a worse problem here than open voting as a form of oppressing opinion: As I'm sure you all know, most decisions in Concord happen at the committee level and by the time an issue reaches Town Meeting, there is little opportunity for changes -- certainly not for changes that the TM voters can be well-informed about if there is any complexity involved. Significant changes are a disaster in the case of a town or school budget or major capital project, but often not so serious for a smaller expenditure or an advisory matter. However, Massachusetts Town Meeting treats all articles the same. With secret ballots, people could feel freed to vote down budgets "just to send a message" about overspending or because they genuinely think their lives will be better with lower taxes but a bankrupt town and discredited schools. In fact, I would expect such articles to fail at least once. You have perhaps noticed that I am saying that Town Meeting *is* a problem, since some of articles are too dangerous to let fail. It's a problem, but secret ballots can only make it worse. The TMSC would serve the town well by trying to address *this* problem rather than by feel-good measures like clickers that will result in degrading our town governance.

In sum, please reverse your decision to recommend clickers because they are an unverifiable, unauditible method of voting.

Thank you for your attention.

Regards,
Sue Felshin
19 Sunnyside Lane

P.S. I am a member of the Planning Board but I am speaking for myself.

P.P.S. I will be forwarding a copy of this correspondence to the Select Board.

Cc: 'Kath, Ryan (NBCUniversal)' <Ryan.Kath@nbcuni.com>

Subject: Benchmarking FTEs: Concord vs Danvers | Detailed FTE Tables

Dear Select Board and FinCom Members,

I wish to share some **observations** based on salary tables that I received via public records requests submitted to the towns of Concord and Danvers(1). I hope these observations and supporting data may inform the FTE debate and provide insight on where to trim ~\$700K from Concord's budget.

Caveat: I selected **Danvers** as a benchmark because (like Concord) it has both light and water plants. And while Danvers has a larger population with 28K residents, compared to Concord's 18K, it has approximately the same number of FTEs; Danvers has 320 while Concord has 316 FTEs(2).

The first notable observation is a **discrepancy** between Concord's Town Manager's Office (TMO) and Danvers. Concord has ten FTEs compared to Danvers three(3). At \$1.1M, Concord salaries are 2.5x greater than Danvers. Not shown but notable is that Concord doesn't adequately fund TMO salaries. For example, in FY25 TMO was budgeted \$780K to cover \$1.1M in salaries(3).

Town Manager's Office, Concord FTEs & salaries compared to Danvers

FTEs - Concord Town Manager's Office			FTEs - Danvers Town Manager's Office		
Concord Population = ~18K			Danvers Population = ~28K		
Has Electric Light and Water Services			Has Electric Light and Water Services		
Job Title Description	Yearly Salary	FTE	Job Title Description	Yearly Salary	FTE
Town Manager	\$ 237,544	1	Acting Town Manager	\$181,920	1
Deputy Town Manager	\$ 161,890	1			
Assistant Town Manager/ Interim HR Director(2)	\$ 160,555 ±	±	Asst. Town Manager/ Communications Director	\$147,603	1
Sustainability Director	\$ 114,026	1			
Economic Vitality Manager	\$ 104,050	1			
Community Services Coordinator	\$ 99,996	1			
Communications Manager(3)	\$ 96,122	1			
			Procurement Specialist(5)	\$90,030	±
Risk & Compliance Programs Manager	\$ 88,787	1			
Management Specialist	\$ 77,485	1			
Executive Assistant to the Select Board(1)	\$ 81,120	1			
Executive Assistant to the Town Manager(1)	\$ 81,120	1	Executive Secretary to Town Manager	\$90,030	1
Total (4)	\$ 1,142,140	10	Total w/out Procurement Specialist(6)	\$419,552	3
(1) = base rate \$39/hour x 2,080 hours			(5) Procurement in Concord is included in Finance		
(2) Salary and FTE captured by HR, not included in Total			(6) For comparison reasons, Procurement has been excluded from total		
(3) In Danvers this position is part of Asst Town Manager's role					
(4) TMO budgeted FY25 at \$760K, short by ~\$344K					

Another discrepancy is with Concord's **Human Resources Department**. As with the Town Manager's Office, this department is far larger than Danvers with 7 versus 3 FTEs. Similar to the TMO, HR salaries are also 2.5x greater than Danvers. Further, Danvers highest paid HR employee is their director who makes \$118K, compare this to Concord which has two employees making over \$160K and \$176K. Why does Concord need two such highly paid staff members within Human Resources? (refer to below chart)

Human Resources, Concord FTEs & salaries compared to Danvers

Concord HR Department			Danvers HR Department		
Job Title Description	Yearly Salary	FTE	Job Title Description	Yearly Salary	FTE
HR Management Specialist/Consultant(1)	\$ 176,800	1.00			
Asst. Town Manager/ Interim HR Director	\$ 160,555	1.00	HR Director	\$ 118,481	1.00
Asst. HR Director	\$ 91,642	1.00	Asst. HR Director(2)	\$ 92,053	1.00
Management Analyst	\$ 83,803	1.00			
Human Resources Generalist	\$ 82,464	1.00			
Human Resources Generalist	\$ 79,258	1.00			
			Benefits Coordinator(3)	\$ 68,221	1.00
Senior Administrative Specialist	\$ 58,963	1.00			
Total	\$ 733,484	7.00	Total	\$ 278,755	3.00
(1) Doesn't include ~\$3,300 available housing allowance or other reimbursements. Is classified as a Full-Time Temp Employee			(2) Recently changed from HR Generalist		
			(3) Position maybe vacant. Position on website and budget book but not in salary table. Salary estimated by taking total department budget of \$278k shown in budget book and subtracting HR Director & assistant director salaries		

A look at the **top ten salaries** in Concord show that an **HR Project Manager** is among the highest paid FTE in Concord. This salary is **on-par** with the Chief of Police and the Director of Public Works. It should be noted that these positions oversee large departments with significant staff, equipment, supplies and responsibilities; the HR project manager isn't even required to work in Massachusetts, the position is based in Florida. Why is it necessary to compensate this position as much as department heads who have greater responsibilities? This seems to defy logic?

Top 10 Salaries in Concord

Concord Job Description	Concord Salary
Town Manager	237,544
Director of CMLP	230,082
Assistant Director of CMLP	180,966
Fire Chief	180,780
Assistant Director of CMLP	177,424
HR Mgt Specialist/Consultant(1)	176,800
Director of Public Works	176,800
Police Chief	176,800
Deputy Town Manager	161,890
Chief Financial Officer	161,760
(1) Doesn't include \$3,300/month housing reimbursement	

I would like to end this letter by **asking** the Town to start re-releasing **detailed** FTE tables that used to be the norm. For example, the FY24 budget book showed 28 active categories for the General Fund going back 10 years. Today, it only releases data on 11 categories and makes no distinction between General and Enterprise Funds. And based on a recent SB meeting, the Town will not provide historical FTE data beyond FY24. Respectfully, this is a significant lowering of the bar and if allowed, severely reduces public transparency which is a creeping problem with Town government(4). **Can** we get the detailed tables and if not, **can** the Town tell us why not and **how** this reduced transparency benefits Town Meeting voters and taxpayers?

Prior FTE Tables as posted by Concord Budget Books

Town Government Full-Time Equivalents (FTEs) 10-Year Budget History											
Budget Unit	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24 Proposed
Town Manager's Office	5.48	6.01	5.53	5.53	5.00	5.50	5.50	5.88	6.00	5.00	5.00
Human Resources*	4.00	4.00	4.00	4.07	4.00	4.00	4.00	4.01	5.21	5.28	5.90
Information Systems	3.23	3.25	3.34	3.75	3.75	4.99	5.75	5.75	6.75	7.75	9.00
Town Meeting and Reports	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

To the Select Board. My last letter was withheld from SB Correspondence which unfortunately is not the first time. I would like this one to be included. **If (once again) my request is denied can you explain why?** On a personal note, this is somewhat embarrassing for a town that's approaching it's 250th Anniversary of the Shot Heard Around the World.

Sincerely,

Miguel Echavarri

Homeowner – 255 Commonwealth Ave

978-333-0385

Footnotes

1. Requests were for salary tables outputted from the Town's ADP system.
2. FTEs were determined by counting all employees listed as 1.00 in the FTE fields of the ADP salary output tables.
3. The Economic Vitality Manager position may be funded by the Planning Department. If so, why aren't those funds part of the TMO salary budget?
4. The FY24 budget book showed 5 FTEs in the Town Manager's Office when it was (in fact) 7 FTEs. The public wasn't aware the office had grown by two that year. The TMO now stands at 10 FTEs yet the public wasn't fully aware of this growth because the FY25 book was never published.

From: Paul <mac.one@comcast.net>

Sent: Wednesday, February 5, 2025 11:21 AM

To: Kaari Tari <ktari@concordma.gov>

Subject: Slide for Public Comments

Hi Kaari,

Is it possible to have a slide (I make available) that can be put up on the Zoom screen during the citizens comments (while I make a comment) section at the beginning of a Select Board Meeting? If so, can I submit the slide before noon on Monday (day of the meeting) It would seem to be a simple task.

Thanks!

Paul Macone

Concord Town Manager's Office Compared to Danvers

FTEs - Concord Town Manager's Office

Concord Population = ~18K
Has Electric Light and Water Services

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FTEs - Danvers Town Manager's Office

Danvers Population = ~28K
Has Electric Light and Water Services

Job Title Description	Yearly Salary	FTE
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Asst. Town Manager/ Communications Director	\$147,603	1
Procurement Specialist(5)	\$90,030	1
Executive Secretary to Town Manager	\$90,030	1
Total w/out Procurement Specialist(6)	\$419,552	3

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**Concord
HR vs
Danvers**

**Top 10
Salaries in
Concord**

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