



## CONCORD BOARD OF HEALTH

141 Keyes Road  
Concord, MA 01742  
Phone: (978) 318-3275



**Public Health**  
Prevent. Promote. Protect.

### SEPTIC SYSTEM BETTERMENT LOAN PROGRAM

#### Financial Assistance Septic Betterment Loans Available

The Concord Board of Health is pleased to announce that applications are available through the Septic Betterment Loans of up to \$30,000 to help offset some of the costs associated with the replacement of a FAILED onsite sewage disposal system. These loans are offered at a two percent (2%) interest rate, to be paid back over 10 years.

#### Loan Criteria

Existing Septic Systems must be in failure. Documentation may be a report from a certified inspector or copies of pumping records showing pumping over four (4) times per year. Sewage backup or breakout is also an indicator of failure, as witnessed by the Board of Health agent.

FAILED Title 5 Inspection Report, or failure documentation, must be filed with the Concord Board of Health office prior to or with the Septic Betterment Loan Application.

Although a credit check is not required, all real estate taxes, water bills, and any other municipal accounts must be paid and up to date.

#### Application Process

- Filing Fee: A non-refundable filing fee of \$100 is required at the time of submitting the Septic Loan Application.
- Agreement Creation: If the application is approved, a Betterment Agreement will be prepared for the homeowner.
- Recording Responsibility: The homeowner is responsible for the recording and associated costs for recording the Betterment Agreement with the Middlesex South Registry of Deeds. This can be done in person at the registry or by mail.
  - Recording Requirements: Please review the Registry of Deeds “Recording Requirements” to ensure timely processing.  
*Registry of Deeds  
Southern Middlesex District  
208 Cambridge Street, P.O. Box 68  
Cambridge, MA 02141-0001*

- **Reimbursement Condition:** Recording of the Betterment Agreement must be completed before any loan reimbursements will be processed.

Proof of recording must be submitted to the Board of Health.

### **Loan Reimbursement Payments**

Upon approval of the Betterment Application and recording of the Betterment Agreement, along with sign-off by the Town Assessors, the Town will be able to process loan reimbursement payments directly to either the homeowner or the vendor.

- For reimbursement to the vendor: The Board of Health requires an invoice or bill from the contractor that clearly details the work performed and the associated charges.
- For reimbursement to the homeowner: The Board of Health requires both an invoice or bill from the contractor, as well as proof of payment made by the homeowner.

Before any reimbursement is processed, the homeowner must inform the Board of Health of the reimbursement type, specifying whether it is to be directed to the vendor or the homeowner.

### **Loan Repayment Terms and Schedule**

- **Repayment Term and Schedule:**
  - The homeowner agrees to repay the loan over a period of ten years.
  - Repayment is made through annual installments, included with the first municipal tax bill of each calendar year.
  - The first payment is due in the year following the completion of the system and issuance of a certificate of compliance.
- **Interest Rate:**
  - Interest on the loan is calculated annually at a rate of 2% per year on the outstanding principal balance.
  - Interest begins accruing from the 30th day after the Board of Assessors commits the betterment assessment to the Town collector of taxes.
- **Prepayment Option:** The homeowner may repay the entire loan amount before the end of the term without incurring any penalty.

- **Conditions for Repayment:** The repayment amounts are included on the municipal tax bill and are subject to collection in the same manner as property taxes.
- **Repayment Upon Sale:** If the homeowner sells the property before the loan is fully repaid, they must either:
  - **Pay Off the Loan:** Settle the outstanding balance of the loan at the time of sale.
  - **Transfer the Loan:** Obtain approval from the Board of Health to leave the loan with the property, ensuring that the new owner agrees to assume the repayment obligations. The Town must be notified of the transfer and the new owner must agree to the terms of the Betterment Agreement.

## Community Septic Management Program Description

Across Massachusetts, failing cesspools and septic systems are a leading cause of contaminated drinking water, tainted shellfish beds, weed-choked lakes and ponds and polluted beaches. In 1995, the Department of Environmental Protection with the help of key stake-holders revised Title 5 of the State Environmental Code to protect the health of Massachusetts citizens and the state's natural resources. This was the first time the state's septic system rules were revised since 1978. The revised code reflects a new understanding of the impact of septic systems on the subsurface environment, groundwater and surface waters like rivers, lakes and ponds. Title 5 requires inspection of private on-site sewage disposal systems before properties using them are sold, expanded or undergo a change in use. Systems deemed to be failed are required by Title 5 to be repaired, replaced, or upgraded to protect the public health and the environment.

To help homeowners comply with the revised Title 5 rules, the Commonwealth has invested approximately \$164 million dollars in various assistance programs aimed to either upgrade septic systems, building community systems, or new sewers. The Community Septic Management Program (CSMP) was developed through the collaboration of the Department of Environmental Protection (DEP), the Executive Office of Administration and Finance, the Office of the State Treasurer, and the Department of Revenue. Funding for the Program was provided by the 1996 Open Space Bond Bill which authorized DEP to spend \$30 million dollars to assist homeowners in complying with Title 5. DEP will use the appropriation to fund loans to communities through the Massachusetts Water Pollution Abatement Trust (the Trust). Using the State Revolving Fund (SRF) loans from the Trust, communities can provide betterment loans to assist homeowners who must address septic system failures.



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### Application for Septic Loan

\$100 Filing Fee (Non- Refundable)

(Please make check made payable to the Town of Concord)

Address of Property \_\_\_\_\_

Name of Owner(s) \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Owner's Mailing Address (if different) \_\_\_\_\_ Date \_\_\_\_\_

You must have documentation that states the septic system is in failure.

- Attach copy of "failed" inspection report to loan application, or
- Attach copies of records showing pumping over 4 times per year

Which system components do you need to repair or replace?

- Pipe from building to tank
- Septic Tank
- Pump Chamber
- Distribution Box
- Leaching Facility
- Other \_\_\_\_\_

**The Maximum Value of a Septic Betterment Loan is \$30,000.**

If the Board of Health approves this application, I the undersigned, hereby agree to sign a Betterment Loan Agreement with the Town of Concord for the purposes of repairing, replacing, and/or upgrading the failed septic system. The costs that may be included in the loan amount may include, but not be limited to:

- A. Performing soil and percolation tests and other necessary site analyses;
- B. Specification of the failed system components to be repaired, replaced, and/or upgraded;
- C. Design of the system or components to be repaired, replaced, and/or upgraded;
- D. Obtaining all applicable federal, state, and local permits and approvals required to complete the work;
- E. Seeking bids and awarding contracts for assessment, design, consulting and construction work and materials in accordance with applicable laws, regulations, and requirements;
- F. Minimizing any disruption of utility services, and reasonably restoring the property to as near its original condition as practicable; and
- G. Engaging such other services and procuring such other materials as, within the reasonable discretion of the Board of Health, shall be necessary to complete the work in a good and workmanlike manner.

I am aware that these costs will be treated as a municipal betterment lien on my property tax bill, and that this loan is contingent on the availability of funds and approval by the Board of Health.

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Name of Applicant

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Date of Application

# **EXAMPLE CONTRACT**

**BETTERMENT AGREEMENT BETWEEN**  
**MR. AND MRS. SMITH**  
**AND THE TOWN OF CONCORD, MASSACHUSETTS**  
**FOR IMPROVEMENTS TO THE SEPTIC SYSTEM**  
**LOCATED AT (Street #, Street Name), CONCORD**  
**MA**

This Agreement is entered into by and between the Town of Concord Board of Health ("BOH"), by its Public Health Director and **Mr. and Mrs. Smith (the "Owner")** this \_\_\_\_ day of \_\_\_\_\_, **202X**.

WHEREAS, the 1996 Annual Town Meeting authorized the BOH, through its Health Administrator/Director, to sign enforceable agreements with property owners in order to ensure compliance with Title 5; and

WHEREAS, the Owner owns residential property, including improvements thereon, known as and numbered **(Street #, Street Name, Massachusetts, 01742 (Assessors Parcel #))** and described in a deed recorded with the Middlesex County Registry of Deeds in Book and Page **xxxx/xxx**, (the "Property"); and

WHEREAS, the Owner has petitioned the BOH to make findings pursuant to M.G.L., Ch. 111, s. 127B½ and

WHEREAS, the BOH has made findings, pursuant to M.G.L. Ch. 111, s. 127B½ that the on-site subsurface sewage disposal system serving the Property (the "Failed System"), exhibits one or more of the failure criteria set forth in Title 5 of the State Environmental Code, 310 CMR 15.000 ("Title 5"), such findings being made by the BOH prior to or during the course of proceedings conducted pursuant to M.G.L. Ch. 111, s. 127B½; and

WHEREAS, the BOH has adopted an Order requiring the Owner to repair, replace or upgrade the Failed System to comply with the requirements of said Title 5; and

WHEREAS, the Owner has, pursuant to M.G.L. Ch. 111, s. 127B½, applied to the Town for financial assistance to repair, replace and/or upgrade the Failed System; and

WHEREAS, the Town intends to provide financial assistance to the Owner in the form of a Betterment Agreement made pursuant to said M.G.L. Ch. 111, s. 127B½; and

WHEREAS, the parties intend by this Betterment Agreement to cause the repair, replacement and/or upgrade of the Failed System to comply with Title 5 and other applicable public health and environmental laws and to complete other work directly or indirectly related thereto (the "Project" as described in Section 4 hereof); and

WHEREAS, the Owner intends to have the Project performed by one or more persons under contract to complete the Project (the "Contractor(s)"); and

WHEREAS, the public purpose of the Project is to protect the public health, safety, welfare and the environment by the repair, replacement and/or upgrade of the Failed System;

NOW THEREFORE, the parties, for and in consideration of mutual covenants and other good and valuable consideration, do hereby agree to the terms of this Agreement, as set forth below.

## Section 1: The Agreement

- 1.1: The Owner agrees to complete one of the following corrective actions on or before **(date of 6mo from signed agreement):**
- (A) Upgrade the System to maximum feasible compliance in accordance with Section 310 CMR 15.404 of Title 5, or
  - (B) Bring the Property into compliance with Title 5 in a manner approved by the BOH.
- 1.2: The BOH agrees to certify the corrective action taken by the Owner by issuing a certificate of compliance in accordance with Section 310 CMR 15.021 of Title 5.
- 1.3: The Town agrees to provide financial assistance in an amount up to **\$30,000** to be advanced in partial payments from time to time by the Town to the Owner pursuant the terms of this Agreement.
- 1.4: The Owner agrees to repay, with interest as set forth herein, all sums provided to Owner by the Town over a ten-year period. The amount to be repaid shall be included on and paid with the first municipal tax bill of each calendar year, beginning in the year following the system completion and the issuance of a certificate of compliance.
- Interest on the amounts advanced by the Town to Owner shall be computed annually at the rate of two percent (2%) per anum on the outstanding principal balance, accruing from the 30th day after the Board of Assessors commits the betterment assessment to the Town collector of taxes.
- 1.5: Prepayment in full of all amounts advanced hereunder may be made by the Owner without penalty.
- 1.6: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may only be amended or modified by a written modification.

## Section 2: Installment Payments

- 2.1: The Town shall make advances of funds to Owner and/or Contractor, pursuant to the terms of this Agreement, from time to time to pay for the Project. Such advances shall be made solely for the purposes set forth in this Agreement.
- 2.2: The obligation of the Town to advance all or any part of the financial assistance for repair, replacement and/or upgrade of the Failed System is subject to the following:
- (A) Inspection of the Failed System by a representative of the BOH or by a DEP Certified Septic System Inspector, as deemed necessary by the BOH.
  - (B) Submission by Owner or Contractor on behalf of the Owner of plans approved by the BOH for the Project. In the event Owner seeks an installment payment to pay for field work and preparation of plans for the Project, Owner shall (i) solicit a bid or bids for the necessary field work and plan preparation from registered professional engineers or registered sanitarians, (ii) submit documentation of these bids to the Town and (iii) specify Owner's choice of an engineer or sanitarian. The BOH may approve an installment payment not to exceed the amount of the selected bid. An installment payment for field work and plan preparation shall be made by check

payable jointly to Owner and the engineer or sanitarian and shall be payable upon presentation and approval of the selected bid.

- (C) Submission to BOH by Owner of the bid or bids for the Project in accordance with the plans from a licensed (including, but not limited to, a Disposal System Installer's Permit), insured, septic system contractors, which bids shall contain detailed breakdowns of the cost of the Project by tasks;
- (D) Confirmation by BOH that the contractor for the construction of the Project (the "Contractor") selected by Owner has a valid Disposal System Installer's Permit in effect for the time period covering the System upgrade financed under this Betterment Agreement;
- (E) Review by BOH of a Project Budget based on the bid submitted by the Contractor;
- (F) Execution of a construction contract between the Owner and the Contractor pursuant to the plans and specifications which have been previously approved by the BOH;
- (G) Issuance by the BOH of a Disposal System Construction Permit with respect to the Project.

### **Section 3: Conditions for Payment**

- 3.1 : All requests for payment shall be filed with the Concord Health Division, 141 Keyes Road, Concord, MA 01742. An invoice or bill from the Contractor that clearly indicates what work was performed and the charge for that work shall accompany each request for payment.
- 3.2 : The Owner may pay the Contractor for the work performed, and then apply to the Town for reimbursement. However, every application to the Town for reimbursement shall be accompanied by proof of payment to the Contractor (i.e., cancelled check) and a copy of the invoice or bill from the Contractor.
- 3.3 : Installment payments of the financial assistance are to be made by the Town under the following conditions:
  - (A) An installment payment for field work and preparation of plans shall be made to the Owner and engineer or sanitarian in accordance with Subsection (B) of Section 2.2.
  - (B) A reasonable time before the date on which any other installment payment is requested to be made, the Contractor shall give notice to Owner and Town specifying the total installment payment requested. Such notice shall consist of a detailed request describing the value of the completed items of work. The Town may request the Owner to provide further documentation in support of a request for an installment payment. Upon approval of any requested installment payment, the Town shall issue a check payable jointly to Owner and Contractor, which check shall be forwarded by Town to Owner.
  - (C) Town may require as a condition of any installment payment that Owner submit satisfactory evidence that there are sufficient remaining funds to pay for completion of the Project in accordance with the approved plans.
  - (D) Prior to making an installment payment, the BOH may cause the Project to be

inspected to verify that the work items described in the request have been actually completed. In any case, the Contractor shall provide verification that the work referred to in the installment request has been completed in accordance with the approved plans.

- (E) Prior to paying the final installment, the Contractor shall provide verification that all work has been completed in accordance with the approved plans, a sworn certificate that all material men, subcontractors and employees have been paid for work on or materials supplied for the Project and the BOH shall have issued a Certificate of Compliance for the Project.

#### **Section 4: Scope of Work for Project**

4.1: The Owner and the Contractor, pursuant the Disposal System construction Permit issued by the BOH, shall determine the Scope of the Work necessary to bring the Failed System into compliance with Title 5. Such Scope of Work may include, but not be limited to:

- (A) Performing soil and percolation tests and other necessary site analysis;
- (B) Specification of the Failed System components to be repaired, replaced and/or upgraded;
- (C) Design of the System or components thereof to be repaired; replaced and/or upgraded;
- (D) Obtaining all applicable federal, state, and local permits and approvals required to complete the Work;
- (E) Seeking bids and awarding contracts for assessment, design, consulting and construction work and materials in accordance with applicable laws, regulations and requirements;
- (F) Minimizing any disruption of utility service, and reasonably restoring the Property to as near its original condition as practicable; and
- (G) Engaging such other services and procuring such other materials as shall be reasonably necessary to complete the Project in a good and workmanlike manner.

4.2: All such Work shall be performed pursuant to written contracts and agreements, copies of which shall be incorporated by reference into this Agreement.

#### **Section 5: Town's Right to Inspect**

The Owner agrees to allow the Town, including its' BOH, Public Health Director, and other officials, employees, and agents to enter onto the Property, as is reasonably necessary and upon reasonable notice, to test, examine, and inspect the Project to verify the completion and adequacy of Work.

#### **Section 6: Covenant Not to Sue**

The Owner covenants and agrees not to sue the Town for any claims of damage to or loss of property of the Owner or others, or for breach of warranty regarding the performance or

condition of the Project, or for injury, illness or death arising out of the performance of any contractors or agents engaged to perform the Work. This Covenant Not to Sue provision shall have no application to causes of action which may have arisen prior to the execution of this Agreement, or to causes of action that are unrelated to this Agreement, or to causes of action against any person or entity other than the Town.

## **Section 7: Owner's Representations and Warranties to the Town**

7.1: The Owner represents and warrants to the Town that:

- (A) **Title** - The Owner has good record title to the Property, subject only to the Encumbrances of Record;
- (B) **Permits and Compliance with Law** - All work connected to the project shall be performed in compliance with all applicable Legal Requirements (as hereinafter defined) and that Owners shall cause their contractor and subcontractors to so comply. "Legal Requirements" shall include without limitation all laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental or quasi-governmental entities, subdivisions, agencies authorities or instrumentalities and the appropriate offices, departments, boards and commissions thereof. Legal Requirements shall include without limitation all laws related to health, safety and Environmental Laws. "Environmental Laws" means any and all present and future federal, state and local laws, ordinances, regulations, policies and any other requirements of any Governmental Agency relating to health, safety, the environment or to any Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation Recovery Act (RCRA), the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Clean Water Act, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E; the Massachusetts Toxic Use Reduction Act, M.G.L. c. 211; and the Underground Storage Tank Petroleum Cleanup Fund, M.G.L. c. 211, each as hereafter amended from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing.
- (C) **Insurance** - The Owner and Contractor have procured or will procure insurance in such forms and in such amounts as shall be satisfactory to the Town. Certificates of Insurance shall be attached as Exhibits to this Agreement.

7.2: The Owner shall indemnify and hold harmless the Town from and against loss, expense, or liability (including costs of defending any claim), directly or indirectly from the falsity, inaccuracy, or breach of any of the above representations and warranties.

## **Section 8: Owner's Obligations**

During the term of this Betterment Agreement, the Owner agrees that the Owner shall comply with all of the terms and conditions of this any related agreement and that the Owner shall:

- (A) **Completion of Project** - Cause the Project to be promptly completed in a manner in accordance with the approved plans and with the Project Budget and in compliance

with all applicable laws, regulations, codes, and ordinances and notify the Town when the Project is complete.

- (B) **Records and Cooperation with Town** - Keep complete records relating to the Project, which records shall be available for inspection and copying by the Town, and cooperate fully with any audit of the Project if so requested by Town.
- (C) **Performance of Other Obligations** - Perform all the Owner's obligations and agreements under any present or future Mortgage or other Covenant of Agreement which encumbers the Property.
- (D) **Use of Financial Assistance** - The financial assistance is provided for the public purpose of protecting the public health, safety, welfare, and the environment. The Owner shall use the proceeds of the financial assistance solely for costs included in the Project Budget and ensure that the proceeds are not used for any other purpose.

### **Section 9: Events of Default**

9.1: The Owner shall be in default under this Agreement upon the occurrence of any one or more of the following events:

- (A) **Sale, Transfer, or Assignment Without Approval** - The Owner assigns or transfers any money advanced or to be advanced hereunder to any person or entity not approved by the Town.
- (B) **Cessation of Construction** :- The Owner or Contractor ceases construction of the Project for more than 30 consecutive calendar days. The BOH may waive this event of default upon application of the Owner and a demonstration that such cessation occurred because of an Act of God, governmental order or restriction, fire, or other casualty, or other causes beyond Owner's reasonable control.
- (C) **False Representations or Warranties** - Any representation or warranty made herein shall prove to be false or inaccurate in any material respect.
- (D) **Breach of an Obligation** - The Owner defaults in the performance of any of Owner's obligations contained herein.

9.2: Upon Owner's default, the Town shall have no further obligations to make any further installment payments and all amounts advanced by Town to Owner shall become immediately due and payable.

### **Section 10: Town's Rights on Default**

Upon owner's default, the Town of Concord shall have no further obligation to make any further installment payments and all amounts advanced by Town of Concord shall become immediately due and payable.

### **Section 11: Notice of Betterment Agreement**

Upon execution of this Agreement by the Owner and the Town, a Notice of this Agreement shall be recorded as a Betterment and shall be subject to the provisions of M.G.L. Ch.80 relative to apportionment, division, reassessment, and collection of assessment, provided however, that the lien which shall arise pursuant to M.G.L. Ch. 111, s. 127B·½ shall take effect by operation of law on the

day immediately following the due date of such assessment or apportioned part of such assessment. The Betterment Lien, if any, shall be deemed to secure all amounts advanced hereunder, together with interest thereon, and shall include costs of collection and reasonable attorneys' fees.

### **Section 12: Improvements to the Property**

Any alterations or improvements to the Property resulting from the Project are the property of the Owner, and the Town shall bear no responsibility for the conditions of the improvement or its maintenance.

### **Section 13: Cancellation of the Agreement by the Owner**

The Owner may by written notice to the BOH and the Treasurer of the Town cancel Owner's further obligations for repayment under this Agreement at any time prior to the end of ten (10) calendar days following notice in writing to the Town of the Owner's proposed successful construction bid, based on the Owner's evaluation of the proposed scope and cost estimate of the System upgrade derived from the field work, project design and the successful construction bid. However, in the event of such cancellation, the Owner shall remain liable for repayment of all sums advanced by the Town to Owner pursuant to this Agreement. All sums advanced by the Town to Owner shall be repaid within the term set forth in Section 1 hereof. Upon application of the Owner, the BOH may revoke the Order for Improvements, provided however, that the Owner shall remain liable to comply with the provisions of Title V.

### **Section 14: Personal Obligation of the Owner**

In addition to those remedies available to the Town, regarding the assessment and collection of betterments, the Owner shall be personally liable for the repayment of the amounts advanced, and the total direct and indirect costs incurred by the Town in the contemplation and the performance of this Agreement or the Project. After written request of Owner, in connection with the purchase or transfer of the Owner's entire interest in the Property, the Town shall permit the assumption of the personal liability hereunder by said purchaser or transferee and shall release the personal liability of the Owner. The assumption and release of liability hereunder shall be in writing and shall be executed prior to the purchase or transfer by the Owner, the Purchaser, or Transferee and the Treasurer of said Town.

### **Section 15: Notice**

Any notice required to be given by the Owners to the BOH under this Agreement shall be made in writing and shall be delivered either by in-hand delivery or by prepaid, first class mail to: Public Health Director, Concord Board of Health, 141 Keyes Road, Concord, MA 01742. Notice shall be deemed given on the day it is hand delivered or three (3) days after the date of posting of first class mail.

### **Section 16: Funding for the Agreement**

The obligations of the Town are expressly contingent upon funding. In the event that funding for the Town's obligation is unavailable, upon notice to the owner this Agreement may be canceled by the Town and all obligations of the Town shall be null and void.

**Section 17: Enforcement of Laws**

Nothing in this Agreement shall be deemed to stop or affect a waiver or otherwise act as a bar or defense to any legal proceeding by the Town relating to the System or Property.

**Section 18: Severability**

In the event that one or more provisions of this Agreement are deemed unenforceable by a court of competent jurisdiction, the Agreement, except as deemed unenforceable, shall remain in full force and effect.

**Section 19: Governing Law**

This Agreement shall be governed by Massachusetts law.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement as an instrument under seal this \_\_\_\_ day of \_\_\_\_\_, 202X.

**APPROVED BY THE OWNER OF THE PROPERTY:**

_____	_____
Mr. Smith	Date Signed
_____	_____
Mrs. Smith	Date Signed

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss \_\_\_\_\_, 202X

On this \_\_\_\_ day of \_\_\_\_\_, 202X, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

\_\_\_\_\_  
Notary Public                      My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss \_\_\_\_\_, 202X

On this \_\_\_\_ day of \_\_\_\_\_, 202X, before me, the undersigned notary public, personally appeared

\_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**APPROVED BY THE TOWN OF CONCORD BOARD OF HEALTH:**

*By the Agent of the Board of Health:*

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Melanie Dineen, Public Health Director

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Date Signed