



OLD NORTH BRIDGE

TOWN OF CONCORD

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

Select Board Agenda

Monday, February 12, 2024 at 6:00 PM

Town House, Select Board Room, 22 Monument Square

Join Zoom Meeting

<https://us02web.zoom.us/j/88253638601?pwd=YWpWbmcyQlBtUTVGNGRHZk0rWG1QQT09>

Meeting ID: 882 5363 8601

Passcode: 908955

Dial In Toll-Free: 877 853 5257

#	Time*	Agenda Item
I.	6:00 PM	Consent Agenda <ul style="list-style-type: none"> a. Meeting Minutes: January 29, 2024 b. Town Accountant Warrants: January 25, 2024; February 1, 2024; February 8, 2024 c. Late Tour Guide License Renewals: Donna White; Jeanmarie Williams d. One Day Liquor License for the First Parish Church for Wines and Malt Beverages Only for a Cabaret Style Concert on Saturday, February 17, 2024 at 20 Lexington Road from 7:00 PM to 9:00 PM e. Sunday Entertainment Licenses: <ul style="list-style-type: none"> i. Symphonic Orchestra Concert for the Concord Orchestra on Sunday, March 24, 2024 at 2:00 PM at 51 Walden Performing Arts Center ii. Symphonic Orchestra Concert for the Concord Orchestra on Sunday, May 19, 2024 at 2:00 PM at 51 Walden Performing Arts Center
II.	6:05 PM	Select Board Approval of Massachusetts Interlocal Insurance Agency Trust Agreement Presenter: Kerry Lafleur, Town Manager
III.	6:15 PM	Public Hearings for Grant of Location Requests for Comcast Pole Petitions: <ul style="list-style-type: none"> a. 100 Domino Drive b. 1861 Sudbury Road Presenter: Cathy Maloney, Comcast Senior Manager of Government & Regulatory Affairs

IV.	6:25 PM	Select Board Acceptance of Public Art Proposals: a. Painting of Traffic Signal Boxes in West Concord b. Poetry Phone Installation in West Concord Presenter: Mimi Graney, Economic Vitality Manager
V.	6:35 PM	Town Manager's Report
VI.	6:45 PM	Chair's Report
VII.	6:50 PM	Select Board Liaison Reports
VIII.	7:00 PM	Joint Select Board, Concord-Carlisle Regional School Committee, and Concord School Committee Meeting to Review Regional School District and Concord School District Budgets and Capital Plans
IX.		Communications and Documents of Interest for Information but Not Discussion
X.		Adjournment

**Times are approximate and subject to change*

Upcoming Meetings:
Monday, February 26, 2024 Monday, March 4, 2024 Monday, March 18, 2024



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

**Town of Concord
Select Board
Minutes
January 29, 2024**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting both in-person at 22 Monument Square on the 2nd floor in the Select Board Room and via Zoom at 6:00 PM on January 29, 2024.

Present were: Henry Dane, Chair; Mary Hartman, Clerk; Terri Ackerman, Linda Escobedo, and Mark Howell

Call to Order

Select Board Chair Henry Dane called the meeting to order at 6:00 PM.

Public Comment

Karl Liebich, 12 Deer Grass Lane, appeared before the Select Board as a member of the White Pond Task Force and urged the Board to follow up on the recommendations of the Task Force.

Josh Galper, 65 Stone Root Lane, appeared before the Select Board to comment on the minority report that was submitted by two members of the White Pond Task Force

Jennifer Parker, 247 Laws Brook Road, appeared before the Select Board as a member of the White Pond Task Force and echoed Mr. Liebich's comment that the recommendations of the task force be implemented to safeguard the future of the pond.

Consent Agenda

- a. Meeting Minutes
 - i. December 18, 2023; January 2, 2024; January 8, 2024
- b. Town Accountant Warrants: January 11, 2024; January 18, 2024; January 25, 2024
- c. Late Tour Guide License Renewals: John J. Feeley, Jr.; Jennifer Toth; Aiden Webb; Neville Webb
- d. Gift Acceptances:
 - i. Friends of the Concord-Carlisle Fields in the amount of \$50,000.00 to the Friends of Concord-Carlisle Fields/Field Maintenance Gift Account
 - ii. Barrow Bookstore in the amount of \$1,250.00 to the War Memorial Gift Fund for the George Dugan Soldiers Monument Project
 - iii. Concord-Carlisle Community Chest in the amount of \$6,000.00 to the Concord Recreation School Year Childcare Scholarship Gift Account
 - iv. Sprint Spectrum, LLC for an Equipment Shed valued at more than \$500.00 located at 40Y Annursnac Hill Road to house public safety equipment
 - v. Alcott School Parent Teacher Group in the amount of \$1,794.00 to the Concord Recreation Scholarship Fund from the total raised during their annual Turkey Trot
- e. Disband the White Pond Task Force for having completed the work outlined in their charge
- f. Accept the Resignation of the Town Accountant

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Ms. Escobedo asked that the gift acceptance from the Friends of the Concord-Carlisle Fields in the amount of \$50,000.00 be removed from the Consent Agenda.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the Consent Agenda, with the exception of the gift acceptance from the Friends of the Concord-Carlisle Fields.

Further discussion on the removal of the gift acceptance from the Friends of the Concord-Carlisle Community Fields ensued. Ms. Escobedo asked who is going to be managing the funds from the gift and specifically, what it will be for.

Chair Dane noted that the gift specifically deals with the maintenance of the artificial turf and under the Intermunicipal Agreement between the Town and the Concord-Carlisle Regional School District, the Town can decide if it would like to continue with the artificial turf or natural grass, which this gift could dictate and have further discussion on.

Town Manager Kerry Lafleur noted that she would like to have a report put together on this topic for the Select Board, as there are many different groups involved in the management.

Ms. Hartman also thanked the Town Accountant Mary Barrett for her work in the Town over the years considering her resignation.

Ms. Lafleur commented that Ms. Barrett will be assuming the role of the Assistant Town Accountant, as she would like to continue with the Town but in a less demanding position.

Town Manager's Report

Town Manager Kerry Lafleur presented the Weekly Operations Report for the week ending January 26, 2024. The full Weekly Operations Report is available on the Town Manager's webpage on the Town website: <https://concordma.gov/3499/2024-Town-Manager-Weekly-Operation-Report>.

Deputy Town Manager Megan Zammuto provided an update on the removal of the parking meters in Town, in which the Engineering Department is putting together a scope of work for the removal and repair and once this has been completed, staff can decide if this is a project that can be performed in-house or if the Town will need to seek a vendor to perform the work. Ms. Zammuto then presented on the MCI Concord closure announcement. The full presentation is included in the Select Board meeting packet.

Ms. Ackerman asked how long the State was discussing this closure and why was the Town notified so late.

Ms. Zammuto responded that the site will be vacated by June 30, 2024 but the disposition of the property by DCAMM will be a multi-year endeavor.

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Ms. Ackerman asked if this will also include the Farm property.

Ms. Zammuto responded that as included in the Budget, it states MCI Concord, so we are not sure at this time.

Ms. Hartman emphasized Ms. Zammuto's advise that the town speak with one voice when negotiating with DCAMM regarding the disposition of the property.

Ms. Ackerman then asked for clarification on whether DCAMM will be transferring the wastewater treatment facility to the Town.

Ms. Zammuto responded that DCAMM may transfer the facility, but the Town does not know if this will happen, if the Town will have to pay, etc.

Mr. Dane commented that he found it surprising that the State would propose a closure as such without consideration and consultation of the Town, as the Town will be seriously impacted by the closure.

Ms. Ackerman agreed and noted that she felt similarly with the announcement of the Temporary Shelter and feels that if the State were communicating better that the Town could be better prepared.

Mr. Howell commented that at this stage it is important to focus on the Master Plan process to focus on the MCI Concord site specifically and gathering the various ideas to become organized.

**Public Hearing for a Grant of Location Request for a
Gas Main Petition at 398 Simon Willard Road**

Upon a motion duly made and seconded, it was UNANIMOUSLY
voted: to open the Public Hearing for a Grant of Location request for a Gas Main Petition
at 398 Simon Willard Road.

Mary Mulrone of National Grid appeared before the Select Board to present the Gas Main Petition.

Ms. Hartman noted that the petition is for an extension of a gas main, so this may be one of the last petitions that the Select Board receives due to participation in the Fossil Fuel-Free Program.

Deputy Town Manager Megan Zammuto noted that the Fossil Fuel-Free Program may not prevent requests as such in the future, but the Board may receive less of them. Ms. Zammuto also noted that the program is not yet in effect, which she believes will begin in March, but will confirm.

Ms. Mulrone stated that the work should not take more than 7 days to perform, weather permitting and if there are no other gas emergencies within the Town.

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Pamela Dritt, 13 Concord Greene, urged the Select Board to deny the request due to most of the Town's preference to not expand fossil fuel infrastructure.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to close the Public Hearing for a Grant of Location request for a Gas Main Petition at 398 Simon Willard Road.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the Grant of Location request for a Gas Main Petition at 398 Simon Willard Road.

Town Caucus – Public Hearing Room, Town House

The Select Board adjourned the meeting to attend the Town Caucus, held in the Public Hearing Room and via Zoom at the Town House. The Select Board Meeting resumed following the Caucus.

Chair's Report

Chair Dane reported on:

- Environmental Impact Review for Hanscom North Airfield – To be discussed at an upcoming Hanscom Field Advisory Committee meeting on February 20, 2024, which then will be presented to MEPA on March 15, 2024.
- Attended the MEMA Public Safety Review meeting for the 250th Anniversary Celebration.
- Received the official 501C 3 qualification from the IRS to qualify the Concord 250th Corporation as an official non-profit corporation to help fund the 250th Anniversary Celebration through private and institutional tax deductible contributions, in which an official P.O. Box has been established for contributions, at P.O. Box 250, Concord, MA 01742.
- Tricentennial Markers have been removed and there has been feedback received on that decision.
- The Concord School Committee has received 26 nominations for possible names for the Concord Middle School, which have been posted online for residents to review before the next School Committee meeting on February 6, 2024.

Select Board Liaison Reports

Ms. Ackerman reported on:

- Public Works Commission – Having discussions on the Stormwater Enterprise Fund article that is proposed for the 2024 Annual Town Meeting
- 2229 Main Street Oversight Committee – Meeting more frequently again as the cleanup of the 2229 Main Street site advances quickly.

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- PEG Access Advisory Committee – Working to improve simultaneous live meeting capacity in rooms at the Town House and improving the acoustics in the Public Hearing Room.

Ms. Hartman reported on:

- West Concord Junction Cultural District Committee – Hosting a convocation of art groups within Town to share ideas and collaborate on work. Update that all Public Art displays that are in the Public Way will need the approval of the Select Board. Several projects in process in West Concord will need this approval including the painting of traffic signal boxes, a poetry phone booth, and a mural outside the Outfitters building.
- Agriculture Committee – Hosting a forum in the spring to discuss climate change impacts on local farms and the unintended consequences that the residential tax exemption has had on rental housing for employees.
- Municipal Light Board – Hosting a forum on February 28, 2024 on their purchased power portfolio, which will be held in the Public Hearing Room at the Town House from 5:00 PM to 7:00 PM.
- Planning Board – Approved the one-story commercial development at 768 Elm Street. Still working on the Economic Feasibility Study in relation to the MBTA Communities Act to determine if the Town can exceed the 10% affordable component of housing within the overlay district.

Ms. Escobedo reported on:

- Concord Housing Development Corporation – Issued their RFPs for Junction Village and Assabet River Bluff. However, they will hold an additional meeting to discuss the implications of the MCI Concord closure on the RFP for Junction Village.
 - o Lee Smith, Chair of the CHDC, appeared before the Select Board and commented on the additional meeting to discuss the impact of the MCI Concord closure on the RFP for Junction Village, noting that with the future of the property unknown, the development and scope of the project could become very different.
- Joint Housing Committee – Members of the affordable housing stakeholders in Town attended the recent Public Hearing to provide testimony, in which the Select Board also submitted written testimony for.
- Historical Commission – Working on the Historic Preservation Plan Scope and Schedule

Mr. Howell reported on:

- Personnel Board – Voted on final language to be included in the Annual Town Meeting Warrant for the Personnel Bylaw amendments.
- Board of Health – Beginning to discuss regulations for private wells in relation to those wells that may be connected to groundwater associated with the superfund sites.
- Natural Resources Commission – Approved the charge for the new Warners Pond Task Force.
- Middle School Building Committee – The project is continuing to move along well.
- DEI Commission – Beginning to discuss the designs and goals of an incident management system, working with the Police Department and other stakeholders.

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January 29, 2024
Update on the Fiscal Year 2025 Budget and Capital**

Chief Financial Officer Anthony Ansaldi appeared before the Select Board to present the final Fiscal Year 2025 Budget and Capital plan. The full presentation is included in the Select Board meeting packet. Mr. Ansaldi noted that the general government portion of the budget saw an increase of 12%, largely due to the implementation of the Classification and Compensation Plan that was approved at the 2023 Annual Town Meeting. Mr. Ansaldi continued and added that the new estimate for Free Cash is now around \$8,000,000.00.

Town Manager Kerry Lafleur also explained that the Town is working to move toward a centralized management of facilities, so utilities and building maintenance for any Town building are now processed through the facilities administration budget.

Discuss Appointment of a Select Board Designee to serve on the Warners Pond Task Force

Mr. Howell, Select Board Liaison to the Natural Resources Commission, opened the discussion on the appointment of a Select Board designee to serve on the recently formed subcommittee of the Natural Resources Commission – Warners Pond Task Force. Mr. Howell volunteered to serve in this role if there were no objections from the other Board members.

The Select Board concurred and thanked Mr. Howell for his willingness to serve in an additional committee role.

Ms. Hartman noted that the charge currently notes an Ex-Officio member from MCI Concord and asked if this will be impacted with the closure.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to appoint Mark Howell to serve as the Select Board designee to the Warners Pond Task Force for a term to expire December 31, 2024, or at the completion of the work of the task force.

Review and Approve Select Board Entry for the 2023 Annual Town Report

Select Board Chair Henry Dane opened the discussion on the draft that he prepared for the Select Board entry in the 2023 Annual Town Report. Mr. Dane noted that a few suggested edits were received by other Board members, which then were reviewed.

Ms. Hartman noted that the termination of the assisted living development at Junction Village was terminated the prior year, so should be removed from this report.

The Select Board discussed suggested edits regarding the statement on the adoption of the Residential Tax Exemption, wanting to be sure that the language provided is clear.

Adjournment

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Upon a motion duly made and seconded, it was UNANIMOUSLY
voted: to adjourn the meeting at 9:12 PM.

Meeting Materials:

[Select Board Meeting Packet for January 29, 2024](#)

[Select Board Meeting Recording for January 29, 2024](#)

DRAFT



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

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: February 12, 2024

Re: One Day Liquor License for the First Parish Church

Included in your meeting packet is an application for a One Day Liquor License for Donald B. Miller on behalf of the First Parish Church. The First Parish Church is applying for the service of Wine and Malt Beverages Only for a Cabaret Style Concert to be held on Saturday, February 17, 2024 from 7:00 PM to 9:00 PM at 20 Lexington Road.

This application is complete with payment and TIPS Certifications.

RECEIVED
FEB 05 2024

CS

PAID

TOWN OF CONCORD
TOWN MANAGER'S OFFICE

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

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:

NAME: (please print) DONALD B. MILLER
COMPANY or organization: FIRST PARISH IN CONCORD
ADDRESS: 401 RUTLAND ST., CARLISLE, MA 01741
TELEPHONE: 978-610-6298
DATE(S) APPLIED FOR: FEBRUARY 17, 2024
EVENT: CABARET STYLE CONCERT
HOURS OF OPERATION: 7:00 PM - 9:30 PM
PREMISES TO BE LICENSED: PARISH HALL AND PARLOR OF CHURCH
ADDRESS OF PREMISE LICENSED: 30 LEXINGTON ROAD, 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? UNKNOWN

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.

* IF ESTIMATES EXCEED 100, WE WILL CONTACT POLICE. DEM

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: Donald B Miller Date: 1/31/24



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

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: February 12, 2024

Re: Sunday Entertainment License for the Concord Orchestra

Included in your meeting packet is an application for two Sunday Entertainment Licenses for the Concord Orchestra. The Concord Orchestra is applying for two dates:

- March 24, 2024
- May 19, 2024

The Concord Orchestra will be performing at the 51 Walden Performing Arts Center at 51 Walden Street from 2:00 PM to 5:00 PM for both performances.

This application is complete with payment.

TOWN OF CONCORD

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

Fee payable to "Town of Concord":

\$50.00

Fee payable to "Commissioner of Public Safety":

\$2.00 (1:00 PM - Midnight) or
\$5.00 (before 1:00 PM)

Application Date:

1/23/24

Applicant Name (print):

Jane Barley

Applicant Address:

460 Garfield Rd

Concord MA 01742

Name of Organization:

The Concord Orchestra

Telephone #:

978-430-0367

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

Sunday Entertainment License for:

Symphonic Orchestra Concerts

(insert description of Entertainment)

in or on the property at

51 Walden St. Street

on

3/24/24 + May 19, 2024 from 2 PM to 5 PM
(date)

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

Town Fee Paid

\$ 100

State Fee Paid

\$ 4

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

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



PAID

RECEIVED
JAN 25 2024

TOWN OF CONCORD
TOWN MANAGER'S OFFICE



TOWN OF CONCORD
HUMAN RESOURCES DEPARTMENT
55 CHURCH STREET
CONCORD, MASSACHUSETTS 01742

TEL: 978-318-3025
FAX: 978-318-3393
hr@concordma.gov

MEMORANDUM

TO: Concord Select Board Members

CC: Kerry A. Lafleur, Town Manager

FROM: Jessica Porter, Assistant Town Manager/Interim HR Director

RE: FY2025 Health Insurance Coverage for Town/School Employees and Retirees

DATE: February 8, 2024

The Town is working on securing coverage for July 1, 2024 (FY2025) for all active Town/School Employees and Retirees.

As you are aware, the Town renewed its health insurance plans through Minuteman Nashoba Health Group (MNHG) on July 1, 2023. Due to the group's overall medical and pharmacy claims, health care trends, and the level of the MNHG health insurance trust fund, all active plan rates saw a 13.75% increase. This level of increase is not sustainable for the Town **or** for employees and retirees. This past September, the Board voted to authorize us to obtain quotes from other insurance providers.

With that in mind, the Town convened the Insurance Advisory Committee (IAC) in fall 2023, to research other options for insurance benefits available to our employees and retirees. For reference, the IAC is an employee committee established pursuant to Massachusetts General Law 32B, Section 3, for the purpose of providing recommendations to the Town on group health insurance plans and recommendations from municipal employees on group health plan benefits. The membership of the IAC includes one appointed member from each union group, one retiree representative and several ex-officio members representing the interests of non-union employees.

Throughout fall 2023 and into January 2024, the IAC met a total of six times reviewing various options, including the Group Insurance Commission (GIC), the Massachusetts Interlocal Insurance Association (MIIA), and contracting directly with various carriers. During the course of our work, we also learned that MNHG voted to dissolve effective June 30, 2024, making it imperative to find alternative health insurance coverage for the coming fiscal year.

At its most recent meeting, the IAC voted to recommend that the Town move its health coverage to the MIIA Group Health Insurance Plans, **effective July 1, 2024 (FY25)**. The Town accepted this recommendation, and a memorandum of agreement has been fully executed by each union. MIIA offers plans exclusively through BCBS, so for those employees currently enrolled

in one of our MNHG BCBS plans, they should expect a near seamless transition. For those employees enrolled in one of the Harvard Pilgrim or Tufts health plans, staff will be providing ample information over the coming weeks to assist them with finding the best plan for their needs.

In the coming weeks, employees will see extensive communications from me with rates, materials, information about the new plans, and scheduled information sessions where employees and retirees can come and ask questions. We understand that change is often difficult, and our goal is to make this transition as seamless as possible for everyone.

At this time, there is no change to Dental, Vision, Flexible Spending, Disability or Life Insurance. This only affects health insurance.

In order to formalize our transition to the MIIA plans, the Select Board will need to vote and sign the attached MIIA Health Benefits Trust Agreement. This document has been reviewed by me, our consultant Sue Shillue, and town counsel. Signatures are required in two places, once on page 28 and once on page 33. The Town Manager will also need to sign on page 33, and the document will need to be notarized.

Please do not hesitate to contact me should you have any questions.

-Jess



Massachusetts Interlocal Insurance Association
3 Center Plaza, 6th Floor
Boston, MA 02110
617-426-7272 or 800-882-1498
www.emiia.org

MIIA Health Benefits Trust Agreement

Town of Concord

MIIA Health Benefits Trust**Agreement**

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MIIA Health Benefits Trust Agreement

This Massachusetts Interlocal Insurance Association, Inc., Health Benefits Trust Agreement (the "Agreement"), dated as of **July 1, 1992**, is made by and among Participating Governmental Units of the Commonwealth of Massachusetts which are now or hereafter parties signatory to this Agreement and listed in Appendix A hereof, as may be amended from time to time, and those Trustees listed in Appendix B hereof, as may be amended from time to time.

WITNESSETH:

All capitalized terms in these Recitals shall have the meanings set forth in Section 1.01 of this Agreement.

WHEREAS, certain Participating Governmental Units desire to pool together to provide health benefits to their employees and retirees by self-insuring for employee and retiree health benefits for the purpose of controlling the cost of the health benefits provided to those employees and retirees and their dependents; and

WHEREAS, Massachusetts General Laws Chapter 32B, Section 12 authorizes governmental units to pool together for the purpose of providing employee health benefits; and

WHEREAS, Contributions will be paid from time to time by Participating Governmental Units to the Trustees, which Contributions will be held by the Trustees in trust for the exclusive benefits of the Participating Governmental Units, their employees and retirees in the Trust, and from which Contributions the Trustees will pay health benefits to Subscribers and Qualified Dependents; and

WHEREAS, the Participating Governmental Units desire the Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute and otherwise administer the Contributions paid hereunder by each Participating Governmental Unit for Coverage and to pay health benefits to Subscribers and Qualified Dependents on behalf of each Participating Governmental Unit, and the Trustees have indicated their willingness to do so, all pursuant to the terms of this Agreement; and

WHEREAS, the Trustees and the Participating Governmental Units desire to establish the terms and conditions under which the Trust shall be operated;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Participating Governmental Units do hereby give and assign in trust the sums of money paid from time to time by the Participating Governmental Units and all income and profits therefrom to the Trustees for the purposes set forth in this Agreement and the

Trustees hereby accept the trusts herein contained and the sums of money paid from time to time by the Participating Governmental Units to the Trustees for the purposes set forth in this Agreement and declare that they will administer, manage, collect, receive, dispose of and distribute such Trust property for the benefit of the Participating Governmental Units as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this Agreement, as follows:

ARTICLE I
DEFINITIONS

1.01 Definitions

The terms defined in this Section and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement and of any amendment or supplement hereto shall have the respective meanings specified in this Section 1.01 or said preambles.

"Administrator" means that person or entity employed or appointed by the Trustees to be responsible for the daily activities of the Trust.

"Agreement" means this Health Benefits Trust Agreement, as set forth herein and as amended or restated from time to time.

"Assessment" means the amount charged to Participating Governmental Units pursuant to Section 7.03 of this Agreement to satisfy any deficit in the Trust in any Trust Year.

"Contact Person" means the person designated by each Participating Governmental Unit to be responsible for contacts with the Trust in accordance with Section 3.04(e) hereof.

"Contribution" means that sum or sums of money determined by the Trustees pursuant to Section 8.01 or 8.02 hereof and charged to each Participating Governmental Unit for the coverage provided hereunder to each Subscriber of that Participating Governmental Unit. When used in this Agreement, "Contribution" shall be deemed to refer to the total Contribution payable by each Participating Governmental Unit, or to any component thereof, as the context requires.

"Coverage" means the health benefits provided to Subscribers and Qualified Dependents pursuant to and in accordance with this Agreement and the Plan Document.

"Effective Date" means the date set forth in Section 11.08 hereof.

"Entry Fee" means the fee payable by a Participating Governmental Unit upon the approval by the Board of Trustees of its Application for participation in the Trust.

"General Fund" means the fund established by the Treasurer in the name of the Trustees pursuant to Section 7.02 in which the monies of the Trust are held and managed in accordance with the terms hereof.

"Participating Governmental Unit" means any "governmental unit" as that term is defined in M. G. L.. c. 32B, §2(f) which (i) has been accepted into the Trust by the Trustees, (ii) executes the Additional Signature Page to this Agreement, and (iii) pays the Entry Fee required by Section 3.03 hereof.

"Plan Document" means that document, as amended from time to time, which sets forth the health benefits available to Subscribers and Qualified Dependents as Coverage.

"Plan Year" means a fixed period of Coverage during which the Plan Document schedule of benefits is in effect. The "Plan Year" may extend for twelve (12) months or may extend for a longer or shorter period. In any event, the length of the Plan Year shall be set by the Trustees.

"Qualified Dependent" means any dependent of a Subscriber, provided the dependent is eligible for Coverage under the Plan Document and under M. G. L.. c. 32B, §2(b).

"Subscriber" means any person so designated by a Participating Governmental Unit pursuant to §3.06 hereof, and who is eligible to participate in that Participating Governmental Unit's insurance program pursuant to M. G.. L. c. 32B.

"Trust" means the Massachusetts Interlocal Insurance Association, Inc. Health Benefits Trust established by this Agreement.

"Trustee" means each person serving as a trustee hereunder from time to time pursuant to Article II hereof.

1.02 Interpretation

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this Agreement are for convenience only and shall be given no effect, meaning or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II
TRUSTEES

2.01 Composition of Board of Trustees

The Trust shall be administered by a Board of Trustees consisting of seven (7) members. The members of the Massachusetts Interlocal Insurance Association, Inc. ("MIIA") Board of Directors shall serve as the initial Trustees of the Trust. The Executive Director (or Acting Executive Director) of the Massachusetts Municipal Association shall at all times serve as one of the seven (7) Trustees. The term of three (3) of the other six (6) initial Trustees shall extend until the conclusion of the Annual Meeting of the Trustees next following the end of the Trust's first year of existence. The term of the remaining three (3) initial Trustees shall extend until the conclusion of the Annual Meeting next following the end of the Trust's second year of existence. Each member of said MIIA Board of Directors shall signify his or her acceptance of the responsibilities of Trustee by executing this Agreement or an additional signature page thereto.

At the Annual Meeting which follows the end of the Trust's first year of existence, the Trustees shall nominate and elect to the Board of Trustees three (3) individuals. It is the intent of this Trust that those three (3) individuals should be representatives of Participating Governmental Units who are willing and able to serve as Trustees. In the event that the Trustees are unable to find three (3) representative of Participating Governmental Units who are willing and able to serve as Trustees, the Trustees shall nominate and elect to serve as Trustees such other individuals as the Trustees deem suited for such office.

At the Annual Meeting which follows the end of the Trust's second year of existence, the Trustees shall nominate and elect as Trustees three (3) other individuals. The term of office of the Trustees (other than the initial Trustees, and other than the Executive Director (or Acting Executive Director) of the Massachusetts Municipal Association who shall serve as a permanent member of the Board of Trustees) shall be for three (3) years.

No Trustee shall be employed by or have any financial interest in any company providing services to the Trust, other than MIIA.

2.02 Chairman of the Board of Trustees

The President (or acting President) of the MIIA board of Directors shall serve as the initial Chairman (or acting Chairman) of the Trustees, thereafter the Chairman of the Board of Trustees shall be elected at the Board's Annual Meeting. The Executive Director

(or Acting Executive Director) of the Massachusetts Municipal Association shall serve as Secretary of the Trustees.

2.03 Procedure for Nomination and Election of Trustees

No later than sixty (60) days prior to the Annual Meeting date scheduled by the Trustees, the Secretary shall appoint a nominating committee composed of the Chairman and two (2) other Trustees. No later than thirty (30) days prior to the Annual Meeting, the nominating committee shall mail to all Trustees a report nominating as Trustee, for each position to be filled, at least one (1) person willing and able to serve as Trustee and indicating that, if a Trustee wishes to nominate another person to serve as Trustee, such nomination must be received in writing by the Secretary at least twelve (12) days prior to the Annual Meeting. At that meeting the Trustees in attendance shall elect by ballot the Trustees from those nominated in the nominating committee's report and those nominated as aforesaid by a Trustee. The nominee(s) receiving the greatest number of votes shall be deemed elected as Trustees, shall commence their terms at the conclusion of the meeting, and shall serve for the duration of their terms and until their successors are duly elected.

2.04 Resignation of a Trustee

Any Trustee may resign by providing the Chairman of the Trustees with written notification which indicates the date upon which his or her resignation shall take effect. A Trustee's resignation from the MIIA Board of Directors shall also be deemed to be a resignation as a Trustee.

2.05 Removal of a Trustee

A Trustee may be removed for cause by a two-thirds ($\frac{2}{3}$) vote of the Trustees taken at a meeting of the Trustees. No such vote shall be taken unless the subject Trustee has been provided at least one week's notice that a motion for his or her removal would be raised, along with a summary of the reasons therefor.

2.06 Substitute Trustees

In the event a Trustee resigns, is removed, or is otherwise unable to serve, the Trustees may appoint a substitute Trustee to serve until such time as a new member has been elected.

A Trustee shall, upon leaving office for any reason, forthwith turn over and deliver to the principal office of the Trust any and all records, books, documents or other property in his possession or under his control which belong to the Trust.

2.07 Committees and Task Forces

The Board of Trustees may from time to time establish one or more committees or task forces which shall serve for the period specified by the Board. The members of such a committee shall be appointed by the Secretary subject to the approval of the Board and may include individuals who are not Trustees.

The Board of Trustees may delegate to such committee or task force whatever powers and duties the Board deems appropriate excepting those powers and duties specified herein for which a two-thirds ($\frac{2}{3}$) vote of the Trustees is required.

ARTICLE III
PARTICIPATING GOVERNMENT UNITS

3.01 Eligibility

Eligibility for participation in the Trust shall be limited to Massachusetts "governmental units", as that term is defined in M. G. L. c. 32B, §2(f). In order to be eligible cities and towns must be members of the Massachusetts Municipal Association. Counties, regional school districts and other "governmental units" will be eligible if at least one member municipality holds membership in the Massachusetts Municipal Association.

3.02 Application for Participation

A governmental unit which wishes to participate in the Trust must submit an application therefor to the Board of Trustees. Such application shall be submitted in the form stipulated by the Trustees and shall include all information requested by the Trustees or by the Trust's Administrator. Said application shall be accompanied by a resolution, in substantially the form set forth in Appendix C, duly adopted by the governing body of the prospective Participating Governmental Unit.

Upon approval of the Application by the Board of Trustees and execution of this Agreement by the Participating Governmental Unit, the Participating Governmental Unit shall be bound by all terms and conditions hereof and of the Plan Document, including the payment of installments of its Contribution when due. The Participating Governmental Unit will also be required at that time to pay a one-time entry fee.

3.03 Entry Fee

A governmental unit which desires to participate in the Trust will be required to pay to the Trust a one-time Entry Fee in an amount which shall from time to time be set by

the Trustees. The Entry Fee is intended partially to defray the start-up costs associated with the development of this Trust.

3.04 Obligations, Duties and Liabilities of Participating Governmental Units

- (a) Each Participating Governmental Unit agrees to fulfill all obligations and duties established by this Agreement. The Termination or Cancellation of any Participating Governmental Unit pursuant to this Article shall not affect the obligations and duties of a Participating Governmental Unit under this Agreement.
- (b) Each Participating Governmental Unit is liable under this Agreement for the payment of contributions when due.
- (c) Each Participating Governmental Unit hereby agrees to provide appropriations for the payment of any sum assessed by the Trustees in accordance with this Agreement.
- (d) Each Participating Governmental Unit agrees that it will cooperate fully with the Administrator and any agent or employee of the Trust in relation to the purpose and powers of the Trust, including, but not limited to, underwriting matters, plan administration, cost containment and managed care. Each Participating Governmental Unit further agrees that it will communicate benefit information to Subscribers in a timely manner upon the request of the Administrator or its agent.
- (e) Each Participating Governmental Unit agrees to designate a Contact Person to be responsible for all contacts with the Trust. The Trustees and the Administrator shall not be required to contact any other individual except the Contact Person in dealing with a Participating Governmental Unit. Any notice to or any agreements with a Contact Person shall be binding upon the Participating Governmental Unit. Each Participating Governmental Unit reserves the right to change its Contact Person from time to time by giving written notice to the Trustees and the Administrator.
- (f) Each Participating Governmental Unit shall furnish to the Trustees such underwriting information as may be required by the Trustees at least sixty (60) days prior to the end of each Plan Year.
- (g) Each Participating Governmental Unit hereby acknowledges and agrees that this Agreement may be amended, altered or modified pursuant to Article IX hereof. Each Participating Governmental Unit agrees to be bound by the decision of the Trustees with respect to any coverages, limitations or exclusions contained in the Plan Document, as such may be amended from time to time by the Trustees.
- (h) Each Participating Governmental Unit hereby acknowledges and agrees that, in the event that payment of its claims is suspended by the Trust or in the event that its participation in the Trust is canceled or terminated for any reason, it will provide

written notice of such suspension or termination to the members of its Insurance Advisory Committee as soon as practicable.

3.05 Cancellation and Termination of Participation

Membership of a Participating Governmental Unit shall continue until it ceases under one of the following provisions:

(a) Cancellation.

The Board of Trustees may vote to suspend payment of the claims of any Participating Governmental Unit which has not paid its Contribution (or any component thereof) within seven (7) days of the due date for payment of said contribution. Moreover any Participating Governmental Unit that has not paid its contribution within seven (7) days of the due date for payment of said contribution shall, from that date until payment is actually received by the Trust, be charged interest at the rate of eighteen percent (18%) per annum. The membership of any Participating Governmental Unit shall be automatically canceled, without prior notice or the necessity of any action by the Trustees, for non-payment of Contributions or any component thereof. Automatic cancellation shall occur on the date 30 days following the date on which any Contribution is due and payable. The Board of Trustees may, however, in lieu of cancellation, take such other action as it deems appropriate to correct a payment delinquency. The membership of a Participating Governmental Unit will also be canceled if it allows its membership in the Massachusetts Municipal Association to lapse (or, in the case of a regional school district, a county, or other "governmental unit", if all of the member municipalities allow their membership to lapse). In such case cancellation shall be effective on the first day of the month after the date on which the Participating Governmental Unit's membership in the Massachusetts Municipal Association expires (or, in the case of a regional school district, a county, or other "governmental unit", on the first day of the month after the date on which the MMA membership of the last member city or town expires).

(b) Termination by Participating Governmental Unit.

- (i) Except as provided in subparagraph (ii) below, a Participating Governmental Unit may terminate its membership in the Trust as of the end of any Plan Year by giving written notice to the Trustees at least sixty (60) days prior to the expiration of the Plan Year.
- (ii) A Participating Governmental Unit may not terminate membership in the Trust as of a date earlier than the date two years following the Effective Date. Execution of this Agreement by the Participating Governmental Unit obligates the Participating Governmental Unit to pay Contributions for two consecutive years commencing with the Effective Date.

(c) Liability of Trust for Coverage after Termination or Cancellation.

- (i) The Trust shall have no liability for Coverage after the date of Cancellation or Termination, except as provided in the Plan Document.
- (ii) No amounts held by the Trust shall be returned to a Participating Governmental Unit following Termination or Cancellation unless approved by the Trustees.

(d) Liability of Participating Governmental Units after Termination or Cancellation.

- (i) After Termination or Cancellation, the Participating Governmental Unit shall remain liable for all Contributions due and payable by the Participating Governmental Unit for the Plan Year in which the Termination or Cancellation occurs. Moreover, if the Termination or Cancellation occurs within the two-year period immediately following the Effective Date, the Participating Governmental Unit shall be liable for all Contributions for which it would have been responsible for those two (2) Plan Years if the Termination or Cancellation had not occurred.
- (ii) After Termination or Cancellation, the Participating Governmental Unit shall remain liable for any Assessment made by the Trustees pursuant to Section 7.03 hereof for any Plan Year during which the Participating Governmental Unit participated in the Trust. Moreover, if the Termination or Cancellation occurs within the first two (2) Plan Years of a Participating Governmental Unit's participation in the Trust, the Participating Governmental Unit shall be liable for any Assessment made by the Trustees which is attributable to those two (2) Plan Years.

3.06 Subscribers

Coverage shall be provided to each individual:

- (i) who is eligible pursuant to M. G. L. c. 32B to participate in a Participating Governmental Unit's insurance program, and
- (ii) who is designated as a Subscriber by the Participating Governmental Unit.

Coverage shall be provided to the qualified Dependents of those Subscribers who subscribe for "family" coverage. The eligibility of dependents shall be determined by the Participating Governmental Units in accordance with the standards set forth in M. G. L. c. 32B, §2(b) and the Plan Document.

ARTICLE IV
ACCEPTANCE OF TRUST

4.01 Acceptance

The Trustees hereby accept the trusts imposed upon them by this Agreement and agree to perform said trusts in accordance with the terms and conditions of this Agreement. The Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust.

4.02 Future Trustees

Whenever any change shall occur in the membership of the Board of Trustees, the legal title to property hereby created by this Trust shall automatically pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall accept the office of Trustee and the terms and conditions of this Agreement in writing.

4.03 Trustees' Duties and Obligations

The Trustees shall discharge their duties and obligations under this Agreement solely in the interests of the Participating Governmental Units, with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

In performing his or her duties, each Trustee shall be entitled to rely upon information, opinions, records or other reports prepared by, or under the supervision of (i) one or more employees or agents of the Trust whom the Trustee reasonably believes to be reliable and competent in the matters presented, or (ii) legal counsel, public accountants, actuaries, physicians or other persons as to matters which the Trustee reasonably believes to be within such person's professional or expert competence, or (iii) a duly constituted sub-committee of the Trustees upon which a particular Trustee does not serve, as to matters within that sub-committee's delegated authority, which sub-committee the Trustee reasonably believes to merit confidence. However, the Trustee shall not be considered to be acting in good faith if he or she has personal knowledge concerning the matter in question that would cause such reliance to be unwarranted.

The Trustees may adopt By Laws for the management and control of the Trust, so long as such By Laws are not inconsistent or in conflict with the terms and provisions of this Agreement. The By Laws may be amended by the Trustees from time to time in the manner specified in the By Laws.

4.04 Liability of Trustees

- (a) The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them or in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.
- (b) Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and available property of the Trust for payment under such contract, or for the payment of any debt, mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participating Governmental Units, present or future, shall be personally or individually liable therefor.
- (c) Notwithstanding the provisions of (a) and (b) above, a Trustee shall be liable in connection with the performance of his or her duties hereunder if he or she has not acted (i) in good faith and (ii) in a manner he or she reasonably believes to be in the best interests of the Trust.

4.05 Indemnification

- (a) The Trust shall indemnify: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate executor, administrator, personal representative, heirs, legatees or devisees of such person (collectively, the "indemnities") against all judgments, including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys' fees and any other liabilities that may be incurred as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into if done or omitted in good faith and within what he or she reasonably believed to be the scope of his or her employment of authority and for a purpose which he or she reasonably believed to be in the best

interest of the Trust. In addition, with respect to any criminal actions or proceedings, an indemnity shall be entitled to indemnification if the actor, in addition, had no reasonable cause to believe that the conduct was unlawful. If any such claim, action, suit or proceeding is compromised or settled, no indemnity shall have a right to indemnification unless the settlement is with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to paragraph (d) of this Section.

- (b) Such indemnification shall not depend upon whether or not such person is a member of the Board of Trustees at the time that such claim, action, suit or proceeding is begun, prosecuted or threatened, nor on whether the liability to be indemnified was incurred or the act or omission occurred prior to the adoption of this Section.
- (c) The right of indemnification hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.
- (d) In each instance in which a question of indemnification hereunder arises, determination in the first instance of the right to indemnification hereunder, and of the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination finally binding upon the prospective indemnity or to preclude any prospective indemnity from requesting a reconsideration of an adverse determination based on additional evidence or from instituting legal proceedings to enforce a right of indemnification under this Section.
- (e) The indemnification provided for in this Section shall be deemed to be an expense of the Trust to which all of the Participating Governmental Units shall contribute.
- (f) The indemnification provided by this Section shall be secondary to any benefits to which the indemnity may be entitled to receive from any applicable insurance policy providing Directors and Officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust

paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a Trustee at his or her own expense.

(g)

- (i) Notwithstanding any other provision of this Section to the contrary, a prospective indemnity may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of paragraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.
- (ii) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restriction attached thereto shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.
- (iii) Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include limitations on the rate of payment and the total amount to be advanced. The Trustees may, but shall not be required to, condition any such advances upon the granting of such security as they deem appropriate.
- (iv) Any advance authorized hereunder shall be conditioned upon an undertaking by the indemnity to repay such payments if he or she shall be adjudicated to be not entitled to indemnification; provided that the Trustees may accept such an undertaking without reference to the financial ability of the indemnity to make repayment.

ARTICLE V
OPERATION OF THE TRUSTEES

5.01 Office

The principal office of the Trust shall be located at the offices of the Massachusetts Interlocal Insurance Association, wherever those offices shall from time to time be located. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings

There shall be an annual meeting of the Trustees on a day and at a place designated by the Trustees. Written notice of the time and place of the annual meeting shall be given to each Trustee at least seven days in advance of the meeting. At the annual meeting, the Trustees shall transact such business as may come before them.

The Trustees shall hold such other meetings as are necessary to accomplish the purposes of the Trust. Such meetings shall be scheduled by the Chairman of the Board. Written notice of the time and place of such meetings shall be given to each Trustee at least seven days in advance of the meeting.

The Contact Person for each Participating Governmental Unit shall be notified of each meeting and shall have the right to attend and participate in, but not to vote at, such meetings.

5.03 Voting

An affirmative vote of two-thirds ($\frac{2}{3}$) of all Trustees shall be required to:

- (a) remove a Trustee pursuant to Section 2.04 of this Agreement; or
- (b) amend this Agreement pursuant to Section 9.01 of this Agreement.

All other matters may be decided by a majority vote of those Trustees in attendance at a meeting at which a quorum of the Board is present.

5.04 Quorum

A quorum of the Board of Trustees shall consist of greater than fifty percent (50%) of the Trustees.

ARTICLE VI
PURPOSE OF THE TRUST; POWERS OF TRUSTEES

6.01 Purpose of the Trust

The purpose of the Trust is to provide health care benefits to the Subscribers, who are the employees and retirees of the Participating Governmental Units, and their dependents.

6.02 Powers of Trustees

The Trustees shall have the power to control and manage the trust and its General Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the General Fund or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Participating Governmental Units. In addition to the powers set forth elsewhere in this Agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to, the following:

- (a) To enter into an administrative services or other contract with one or more insurance companies, nonprofit hospital, medical or dental service corporations organized under chapter one hundred and seventy-six A, chapter one hundred and seventy-six B, or chapter one hundred and seventy-six E of the Massachusetts General Laws, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustees from the General Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.
- (b) To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.
- (c) To receive, hold, manage, invest and reinvest all monies which at any time form part of the trust, whether principal or income.

- (d) To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the General Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.
- (e) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
- (f) To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the By Laws or the written minutes of the Trustees' meetings.
- (g) To hire employees or independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.
- (h) To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by the By Laws or by law.
- (i) To construe and interpret this Agreement, the Plan Document and other documents related to the purposes or the Trust.
- (j) To receive from Participating Governmental Units and other relevant sources, such information as shall be necessary for the proper administration of the Trust.
- (k) To maintain bank accounts for the administration of the Trust and the General Fund and to authorize certain Trustees, the Administrator, or other appropriate persons to make payments from any appropriate account for purposes of the Trust.
- (l) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the General Fund.
- (m) To adopt By Laws, rules regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Agreement.

- (n) To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.
- (o) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the Participating Governmental Units and the Subscribers. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Secretary.
- (p) To receive Contributions or payments from any source whatsoever but such Contributions or payments may not be utilized for any purpose unrelated to the coverages herein provided or properly authorized expenses.
- (q) To pay or contest any benefit sought by a Subscriber or Participating Governmental Unit by negotiation, compromise, arbitration, or otherwise.
- (r) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.
- (s) To establish the type and scope of Coverage available to Participating Governmental Units and the Contribution rates for such Coverage.
- (t) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.03 Bonds

The Trustees may require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees and the Trust, including but not limited to individual Trustees, and the Administrator. The premium and other costs associated with such bonds shall be a proper administrative expense of the Trust.

ARTICLE VII
ESTABLISHMENT AND OPERATION OF THE GENERAL FUND

7.01 Appointment of Treasurer

The Trustees shall appoint a Treasurer to hold all Contributions and other funds of the Trust as provided in this Article VII and in Article VIII hereof.

7.02 Establishment of General Fund

The Trustees shall direct the Treasurer to establish a General Fund, which shall be an interest bearing account in the name of the Trustees and which shall consist of all income of the Trust.

The Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest or non-interest-bearing accounts. Such checking account or checking accounts shall be funded solely from the General Fund and the Trustees may authorize the Administrator to draw on such checking accounts for the payment of health benefits to Subscribers and Qualified Dependents and for administrative expenses of the Trust.

All benefit payments to or on behalf of Subscribers pursuant to and in accordance with the Plan Document and all administrative expenses of the Trust, including, but not limited to, service fees, fees of the Administrator, self-insurance bond costs, insurance premium costs, attorneys' fees, accountants' fees, taxes, compensation and expense reimbursements, as determined by the Trustees, shall be paid by the Administrator from the General Fund, as authorized and directed by the Trustees.

7.03 Reconciliation and Assessments

The Board shall determine, based upon the advice of the Administrator, within six (6) months of the last day of the Plan Year, a reconciliation of the General Fund balance for that Plan Year. In establishing the reconciled balance, the Board shall include a factor to represent the cost of the run-out of claims which were incurred as of the last day of the Plan Year but which have not been paid as of the reconciliation date.

In the event that the reconciliation shows a General Fund surplus, the Trustees will be responsible for determining its disposition.

In the event that the reconciliation shows a General Fund deficit, or in the event that the Trustees at any other time conclude that the General Fund is in a deficit situation, the Trustees may, in their sole discretion, assess the Participating Governmental Units (including Governmental Units that have terminated their participation in the Trust or have

been canceled) in amounts sufficient to resolve that deficit. The proportionate share of each Governmental Unit in any such assessment shall be based on each unit's average monthly enrollment during the period in which the deficit was incurred.

7.04 Administrator

The Massachusetts Interlocal Insurance Association, Inc. ("MIIA") shall serve as Administrator of the Trust pursuant to the terms of a separate Administrative Services Agreement. The Administrative Services Agreement shall provide for MIIA to be compensated for its duties as Administrator.

7.05 Annual Audit

The Trustees shall have an audit of the General Fund performed by a Certified Public Accounting firm within six (6) months of the last day of each Plan Year.

ARTICLE VIII
CONTRIBUTIONS

8.01 Setting of Contribution Rates

The Trustees shall determine the monthly rates for Contributions to be paid by or on behalf of the Subscribers of each Participating Governmental Unit. Those rates shall be set such that the aggregate of Contributions to the General Fund may be expected to satisfy the funding requirements of the Trust. In establishing the funding requirements of the Trust and setting the monthly rates for Contributions for the Subscribers of the Participating Governmental Units, the Trustees shall utilize the services of whatever actuaries and/or other consultants they deem appropriate.

8.02 Cost-Plus Participants

Notwithstanding the provisions of Section 8.01 or of any other provision of this Agreement, the Trustees may in their discretion allow a Participating Governmental Unit to participate in the Trust on an entirely self-funded basis. In such case the Participating Governmental Unit shall be individually responsible for the payment of all claims of its Subscribers as well as for the costs of all administrative services provided by the Trust. The Trustees, with the assistance of such actuaries or other consultants as they deem appropriate, shall devise monthly Contribution rates for such Unit which are calculated to satisfy the projected claims expense and administrative expenses of the Participating Governmental Unit. A Participating Governmental Unit that participates in the Trust on an

entirely self-funded basis will be individually responsible for all claims expenses and other expenses attributable to its participation. It will be responsible for contracting with a reinsurer for reinsurance in amounts that the Trustees deem adequate to insure the viability of said Participating Governmental Unit's account. Upon approval of its Application for participation by the Trustees it shall be required to submit to the Trust a Working Fund Deposit which equals the Board's estimate of one month of the Participating Governmental Unit's claims expense plus administrative expenses. At the time of the General Fund reconciliation described at Section 7.03, the Trustees shall perform a separate reconciliation of the account of any Participating Governmental Unit that participates on an entirely self-funded basis and the expenses of such Participating Governmental Unit shall not be included in the reconciliation of the General Fund. Such Participating Governmental Unit shall not share in a General Fund surplus nor shall it be assessed for a General Fund deficit. Any such Participating Governmental Unit shall, however, be subject to assessment at any time if the Trustees determine in their discretion that an assessment is necessary for the viability of such Participating Governmental Unit's account. Upon termination of its participation in the Trust or upon termination of the Trust, a Participating Governmental Unit that participates on a self-funded basis shall be individually responsible for the payment of all run-out claims attributable to its Subscribers as well as for such administrative expenses associated with the payment of those claims as are determined by the Trustees. In the event that, after payment of all such run-out claims and administrative expenses, a surplus remains attributable to such Participating Governmental Unit's account, the Trustees shall refund such surplus to the Participating Governmental Unit.

8.03 Deposit of Contributions

The Treasurer shall deposit all Contributions in the General Fund.

ARTICLE IX AMENDMENTS

9.01 Amendment of Agreement

The terms and provisions of this Agreement may be amended at any time by a two-thirds ($\frac{2}{3}$) vote of all of the Trustees. All of the Participating Governmental Units shall be notified of a proposed amendment within five (5) days of the Trustees' vote. Said amendment or amendments shall become effective twenty-five (25) days after the Trustees' vote unless at least one-third ($\frac{1}{3}$) of the Participating Governmental Units notify the Administrator in writing that they object to said amendment or amendments within such period.

ARTICLE X
TERMINATION

10.01 Term of the Trust

The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two-thirds ($2/3$) of the Participating Governmental Units or by two-thirds ($2/3$) of the Trustees.

10.02 Termination of the Trust

In the event of termination of the Trust, the Participating Governmental Units covenant and agree to make any provision for payment of claims against the Trust as may be required by the Trustees, including the deposit with the Trustees of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Participating Governmental Unit shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

ARTICLE XI
MISCELLANEOUS

11.01 Title to the Trust

Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Participating Governmental Unit or any official, employee, or agent of any Participating Governmental Unit nor any individual shall have any right, title, or interest in the Trust nor any right to Contribution payments made or to be made thereto, nor any claim against any Participating Governmental Unit on account thereof, except to the extent of the right of Participating Governmental Units to receive their pro rata share of any excess funds as provided hereunder.

No Participating Governmental Unit may assign any right, claim or interest it may have under this Agreement.

11.02 Execution of Documents

The Trustees may authorize any Trustee of the Administrator to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination) and all persons, partnerships, corporations, or associations may

rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

11.03 Notice

All notices, requests, demands, and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class mail, postage prepaid, or when personally delivered by hand, or when transmitted by facsimile, cable, telex, or telegraph, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands, or other communications to the Trustees and each Participating Governmental Unit shall be provided to the Administrator.

The parties hereto shall notify the Administrator as to any change in address.

11.04 Construction

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

11.05 Counterparts

This Agreement may be executed in any number of counterparts (each of which shall be deemed an original), by the Trustees and by the governing authority of each Participating Governmental Unit, by a counterpart signature page in the form attached hereto, which, together with this Agreement and all other duly executed signature pages, shall constitute the complete agreement among all the parties hereto.

11.06 General Representations of Participating Governmental Units

(a) Each Participating Governmental Unit represents that: (i) it is a body corporate and politic; (ii) it has duly accepted the provisions of M. G. L. c. 32B in accordance with Section 10 thereof; (iii) it has the power to enter into this Agreement and any other documents in connection herewith and the transactions contemplated hereunder and thereunder; (iv) the party executing the additional signature page to this Agreement on behalf of it has full power and authority to execute the same and any documents executed in connection herewith; and (v) this Agreement has been duly and validly executed and is a valid and binding agreement on the Participating Governmental Unit, enforceable in accordance with its terms.

11.07 Severability of Invalid Provisions

If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then such provision

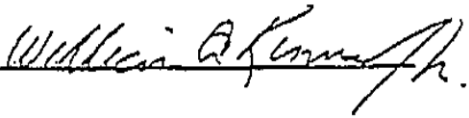
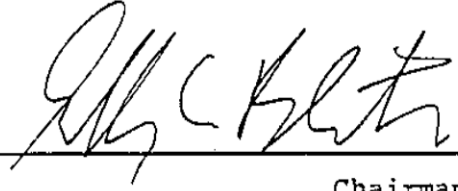
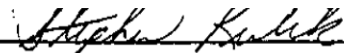
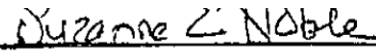
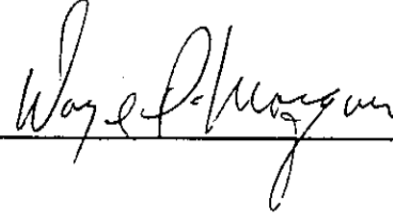

or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

11.08 Effectiveness

This Agreement shall be effective from and after July 1, 1992.

IN WITNESS WHEREOF, the Trustees have executed this MIA Health Benefits Trust Agreement.

WITNESS:

 _____	 _____ Chairman
 _____	 _____
 _____	 _____

MIIA Health Benefits Trust Agreement

Additional Signature Page

Participating Governmental Unit: Town of Concord

The above-referenced Participating Governmental Unit hereby accepts and agrees to be bound by the terms of the MIIA HEALTH BENEFITS TRUST AGREEMENT, dated July 1, 2024.

By: _____
Henry Dane, Chair

By: _____
Mary Hartman, Clerk

By: _____
Terri Ackerman, Member

By: _____
Linda Escobedo, Member

By: _____
Mark Howell, Member

Date: _____

Approved as to availability of funds:

Approved as to form:

Treasurer

Counsel

APPENDIX A
Participating Governmental Units

<u>Name</u>		<u>Name</u>	
City of Amesbury		Farmington River Regional Schools	
The Amherst/Pelham Trust		Town of Florida	
Town of Avon		Town of Foxborough	
Ayer Shirley Regional School District		Town of Freetown	
Town of Barre		Freetown Lakeville Regional Schools	
Town of Becket		Town of Georgetown	
Town of Berkley		Town of Granville	
Berkshire Regional Planning Commission		Greater Lawrence Sanitary District	
Town of Berlin		Town of Hamilton	
Berlin Boylston Regional School District		Hampden County Retirement Board	
Town of Blackstone		Town of Hardwick	
Blackstone Millville Regional School District		Haverhill Retirement Board	
Town of Boxford		Town of Hinsdale	
Town of Boylston		Town of Hopedale	
Town of <Member name>		Town of Huntington	
Bristol County		Town of Ipswich	
Town of Brookfield		Town of Lee	
Byfield Water District		Leicester Water Supply District	
Town of Chelmsford		Town of Lincoln	
Town of Clarksburg		Town of Littleton	
Town of Cohasset		Town of Ludlow	
Town of Dalton		Town of Lunenburg	
Dalton Fire District		Lunenburg Water District	
Town of Dartmouth		Lynnfield Center Water District	
Dighton Rehoboth Regional School District		Lynnfield Water District	
Town of Dracut		Manchester by the Sea	
Dracut Water Supply District		Town of Mansfield	
Town of Dunstable		Masconomet Regional School District	
Town of East Brookfield		Town of Maynard	
Town of Egremont		Town of Medfield	

Town of Essex		Town of Mendon	
Town of Merrimac		Town of Sandwich	
Middlesex County Sheriff's Office		Town of Saugus	
Town of Middleton		Town of Scituate	
Town of Millbury		Seekonk Water District	
Town of Millville		Town of Sherborn	
Town of Monson		Town of Shirley	
Town of Monterey		Shirley Water District	
Town of Montgomery		Town of Southbridge	
Town of Nahant		Southwick Tolland Granville Regional School District	
Nashoba Regional School District		Southeastern MA Dispatch District	
Town of Newbury		Town of Spencer	
City of Newburyport		Town of Sterling	
Town of Norfolk		Town of Sturbridge	
City of North Adams		Sudbury Water District	
Town of North Attleborough		Suffolk County Sheriff's Department	
Northern Middlesex Council of Governments		Town of Sunderland	
Town of Norwell		Town of Swansea	
Oxford Rochdale Sewer District		Swansea Water District	
Palmer Fire & Water District		City of Taunton	
Pathfinder Vocational Technical School		Town of Templeton	
City of Peabody		The Education Cooperative	
Town of Petersham		Three Rivers Fire District	
Pilgrim Area Collaborative		Town of Tolland	
City of Pittsfield		Town of Topsfield	
Town of Princeton		Town of Townsend	
Quaboag Regional School District		Triton Regional School District	
Ralph C. Mahar Regional School District		Town of Upton	
Raynham Center Water District		Town of Wales	
Town of Reading		Town of Walpole	
Town of Richmond		Town of Warren	
Town of Rockport		Water Supply District of Acton	
Town of Rowley		Town of West Brookfield	
Town of Royalston		Town of West Newbury	
Town of Rutland		Town of Winchendon	

Salem Beverly Water Board			City of Woburn	
			Town of Worthington	

APPENDIX B

Trustees as of July 1, 1992

Geoffrey Beckwith, Secretary
 William A. Kennedy, Jr.
 Stephen Kulik
 Wayne Marquis, Chairman
 Suzanne E. Noble
 Reginald Stapczynski

Trustees as of July 1, 2020

Paul Cohen, Chairman	Town Manager for Town of Chelmsford
Geoffrey Beckwith, Secretary	President of the MA Municipal Association
Greg Federspiel	Town Administrator for Manchester by the Sea
William Keegan	Town Manager for Town of Foxborough
Diane Kennedy	Selectman for Town of Cohasset
Kevin Dumas	Town Manager for Town of Mansfield

APPENDIX C

Form of Resolution
Town of Concord

RESOLUTION NO. _____

BY: THE GOVERNING BODY OF THE TOWN OF CONCORD

A RESOLUTION
ENTITLED

A RESOLUTION authorizing and empowering the Town of Concord to participate in the MIIA Health Benefits Trust; approving, and authorizing and directing the execution and delivery of, the MIIA Health Benefits Trust Agreement dated as of January 1, 2020 by and among the Trust and those governmental units participating in the Trust; authorizing and directing all officials, employees and agents of the Town of Concord to take any and all action necessary or appropriate to effect the participation of the Town of Concord in the Trust; making certain findings in connection with the participation of the Town of Concord in the Trust; and generally relating to the participation of the Town of Concord in the MIIA Health Benefits Trust.

RECITALS

1. Political subdivisions of the Commonwealth of Massachusetts (collectively, "Governmental Units"), including the Town of Concord, are authorized by M.G.L. c. 32B (the "Statute"), to pool together for the purpose of purchasing health insurance or self-insuring health risks.

2. Pursuant to the authority granted in the Statute, certain Governmental Units, including the Town of Concord, have determined that it is necessary and desirable to pool together for the purpose of providing health benefits to their employees retirees and their dependents, all for the public purpose of controlling the cost of providing health benefits to employees, retirees and their dependents.

3. The Town of Concord has determined that it is in their best interest to participate in the MIIA Health Benefits Trust (the "Trust") and to adopt this resolution.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF CONCORD.

SECTION 1. The participation of the Town of Concord in the MIIA Health Benefits Trust is hereby approved.

SECTION 2. The Trust Agreement, in substantially the form attached hereto as Exhibit A, is hereby approved and Town of Concord is hereby authorized and directed to execute and deliver to the Trust the Trust Agreement in substantially the form attached hereto as Exhibit A with such changes as Town of Concord may approve, such approval to be evidenced conclusively by the execution and delivery of the Trust Agreement.

SECTION 3. All officials, employees and agents of the Town of Concord are hereby authorized and directed to take any and all action necessary or appropriate to affect the participation of the Town of Concord in the Trust and to execute and deliver all documents, instruments, certificates, and opinions necessary or appropriate in connection therewith.

SECTION 4. The Recitals to this resolution are hereby declared to be, and shall at all times and for all purposes be deemed to be, the findings of the Town of Concord in connection with its decision to participate in the Trust, to make premium payments, provided for in the Trust Agreement, and execute and deliver the Trust Agreement.

SECTION 5. This resolution shall become effective immediately upon its adoption.

TOWN OF CONCORD

[SEAL]

Henry Dane, Chair

Mary Hartman, Clerk

Terri Ackerman, Member

Linda Escobedo, Member

Mark Howell, Member

Kerry A. Lafleur, Town Manager

ATTEST

Administrator/Secretary/Clerk

Date of Adoption: _____

REFERENCE TO APPENDIX C IS IN SECTION 3.02

MEMORANDUM OF AGREEMENT

between

**The Town of Concord and The Concord-Carlisle Regional School District
and**

Concord Firefighters Association

Concord Police Association

Concord Public Safety Dispatchers; Teamster Local #25

Concord Library Supervisors

Concord Library Non-Supervisory Employees

Concord Highway & Grounds

Concord Teacher's Association

Concord-Carlisle Teacher's Association

Concord-Carlisle High School Building Service Workers

Concord-Carlisle Support Staff Association/MTA Administrative Assistants Unit

Concord-Carlisle Support Staff Association/MTA Maintenance Unit; Local 1703, State Council 93

Concord-Carlisle Support Staff Association/MTA Bus Drivers Unit

Concord Public Schools Building Service Workers

Concord-Carlisle Tutors Association

The duly authorized representatives of the Town of Concord and the Concord-Carlisle Regional School District (hereinafter collectively "the Employer"), and the above referenced bargaining units (hereinafter collectively "the Unions"), in compliance with Massachusetts General Laws Chapter 150E, execute the following agreement governing health insurance for the plan year beginning July 1, 2024:

WHEREAS, the Employer will provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.

WHEREAS, the Employer convened the Insurance Advisory Committee ("IAC") to notify non-represented employees, retirees and the above Unions that it would be making certain changes to health insurance plans offered to employees and to review the proposed changes; and

WHEREAS, the Minuteman Nashoba Health Group (MNHG) notified the Town of Concord that it will no longer offer group health insurance plans to member communities after June 30, 2024, resulting in the need to identify another health insurance vendor/ carrier;

WHEREAS, the IAC held six (6) meetings to review various health insurance options, and ultimately voted to recommend to the Town and CCRSD that MIIA, the Massachusetts Inter-Local Insurance Association, be selected as the health insurance provider;

NOW THEREFORE, the Employer and the Unions jointly agree that:

1. Commencing with coverage effective July 1, 2024 (FY25), the Town and CCRSD will provide health insurance coverage through MIIA; and further the Employer's contribution rate towards health insurance shall continue to be the following for family and individual coverage:

70% for the High Deductible HMO Health Plan (HDHP)

65% for the full network Low Deductible HMO Health Plan (LDHP)

65% for the limited network Low Deductible HMO Health Plan (LDHP)

50% for the Preferred Provider Option (PPO)

2. It is understood by the parties that premium rates will be set annually by MIIA based on the group's claims cost experience, and that the premium set by MIIA will be split according to the employer and employee percentage contribution schedule in effect on July 1, 2024.
3. For each employee enrolled in a qualifying HDHP, the Employer will establish and/or continue to maintain a Health Savings Account and pay the administrative fees related to maintaining such account, so long as the employee is enrolled in an employer sponsored health insurance plan. -The Employer will make the following Plan Year contribution to that account:

\$2,000 for family plans
\$1,000 for individual plans

4. Such contribution will generally be made within the first 30 days of the start of the plan year or commencement of coverage. Contributions will not be prorated for partial Plan Years of coverage.
5. It is understood that after one year with MIIA, the parties agree to assess the costs, coverage and employee/retiree satisfaction of the MIIA plans. Based on that assessment, the parties agree to potentially explore other insurance options including, but not limited to, the Group Insurance Commission.

The terms of this Memorandum of Agreement supersede any conflicting term or terms of any collective bargaining agreement between any of the above-named bargaining units and the Town of Concord or the Concord-Carlisle Regional School District.

In accordance with Chapter 150E of the Massachusetts General Laws, this Agreement is subject to appropriation by the Employer.

This Agreement has been executed by duly authorized representatives of the Employer and the Unions.

TOWN OF CONCORD

Kerry A. Lafleur
Kerry A. Lafleur, Town Manager

CONCORD POLICE ASSOCIATION

Keith Harrington
Keith Harrington

CONCORD HIGHWAY & GROUNDS

Sean O'Connor
Sean O'Connor

CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT

Laurie Hunter
Laurie Hunter (Feb 2, 2024 07:45 EST)
Laurie Hunter, Superintendent

CONCORD FIREFIGHTERS ASSOCIATION

James Foley
James Foley

CONCORD PUBLIC SAFETY DISPATCHERS, TEAMSTERS LOCAL #25

Richard Landers
Rich Landers

CONCORD LIBRARY SUPERVISORS

Sara Dempster
Sara Dempster

CONCORD TEACHER'S ASSOCIATION

Mary Beth Stevenson
Mary Beth Stevenson

CCHS BUILDING SERVICE WORKERS

Steve Wall
Steve Wall

**CONCORD LIBRARY
NON-SUPERVISORY EMPLOYEES**

Cynthia DiRenzo
Cynthia DiRenzo

**CONCORD-CARLISLE TEACHER'S
ASSOCIATION**

Clark Whitney
Clark Whitney

CPS BUILDING SERVICE WORKERS

Jim Bozak

**CONCORD/CONCORD-CARLISLE SUPPORT STAFF ASSOCIATION/MTA ADMINISTRATIVE
ASSISTANTS**

Dorina Enes
Dorina Enes

**CONCORD/CONCORD-CARLISLE SUPPORT STAFF ASSOCIATION/MTA MAINTENANCE
UNIT, LOCAL 1703 STATE COUNCIL 93**

Paul Antonangeli
Paul Antonangeli

CONCORD/CONCORD-CARLISLE SUPPORT STAFF ASSOCIATION/MTA BUS DRIVERS UNIT

Kevin Lehner
Kevin Lehner

CONCORD-CARLISLE TUTORS ASSOCIATION

Betsey Pendergast
Betsey Pendergast

Signature: Richard Landers
Richard Landers (Jan 26, 2024 22:05 EST)
Email: rlanders@concordma.gov

Signature: Cynthia DiRenzo
Cynthia DiRenzo (Jan 30, 2024 13:03 EST)
Email: cdirenzo@minlib.net

Signature: Keith Harrington
Keith Harrington (Jan 29, 2024 11:04 EST)
Email: kharrington@concordma.gov

Signature: Mary Beth Stevenson
Mary Beth Stevenson (Feb 1, 2024 12:09 EST)
Email: mstevenson@concordps.org

Signature: Steve Wall
Steve Wall (Jan 30, 2024 12:46 EST)
Email: swall@concordcarlisle.org

Signature: Paul Antonangeli
Paul Antonangeli (Jan 29, 2024 09:33 EST)
Email: pantonangeli@concordps.org

Signature: Clark Whitney
Clark Whitney (Jan 29, 2024 06:34 EST)
Email: cwhitney@concordcarlisle.org

Signature: Kerry A. Lafleur
Kerry A. Lafleur (Jan 26, 2024 14:31 EST)
Email: klafleur@concordma.gov

Signature: James Foley
James Foley (Jan 30, 2024 14:44 EST)
Email: jfoley@concordma.gov

Signature: Sara Dempster
Email: sdempster@minlib.net

Signature: Sean O'Connor
Sean O'Connor (Feb 1, 2024 14:57 EST)
Email: soconnor@concordma.gov

Signature:
Email: jbozak@concordps.org

Signature: Kevin Lehner
Kevin Lehner (Jan 28, 2024 21:33 EST)
Email: klehner@concordps.org

Signature: Dorina Enes
Dorina Enes (Jan 29, 2024 09:22 EST)
Email: denes@concordcarlisle.org

Signature: Betsy Pendergast
Betsy Pendergast (Jan 29, 2024 10:27 EST)
Email: bpendergast@concordcarlisle.org

Signature: Laurie Hunter
Laurie Hunter (Feb 2, 2024 07:45 EST)
Email: lhunter@concordcarlisle.org

CONCORD LIBRARY SUPERVISORS

Sara Dempster

CONCORD TEACHER'S ASSOCIATION

Mary Beth Stevenson

CCHS BUILDING SERVICE WORKERS

Steve Wall

CONCORD/CONCORD-CARLISLE SUPPORT STAFF ASSOCIATION/MTA ADMINISTRATIVE ASSISTANTS

Dorina Enes

CONCORD/CONCORD-CARLISLE SUPPORT STAFF ASSOCIATION/MTA MAINTENANCE UNIT, LOCAL 1703 STATE COUNCIL 93

Paul Antonangeli

CONCORD/CONCORD-CARLISLE SUPPORT STAFF ASSOCIATION/MTA BUS DRIVERS UNIT

Kevin Lehner

CONCORD-CARLISLE TUTORS ASSOCIATION

Betsey Pendergast

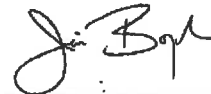
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NON-SUPERVISORY EMPLOYEES**

Cynthia DiRenzo

**CONCORD-CARLISLE TEACHER'S
ASSOCIATION**

Clark Whitney

CPS BUILDING SERVICE WORKERS



Jim Bozak

133 Keyes Road
Concord, MA 01742



DATE: 01/05/2024

MEMORANDUM

TO: Shannon McAndrew, Executive Assistant to the Select Board
VIA: Alan Cathcart, Director of Public Works
FROM: Stephen Dookran PE, Town Engineer
PREPARED BY: Justin Richardson, PE, Assistant Town Engineer
SUBJECT: Petition of Comcast of Massachusetts III, Inc. to install new coaxial cable along Commonwealth Avenue, Laws Brook Road, and Conant Street

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on Commonwealth Avenue, Laws Brook Road, and Conant Street. The applicant proposes to overlash an additional cable to the existing Comcast network from utility pole #23 Commonwealth Avenue through utility poles on Laws Brook Road to utility pole #7 Conant Street to provide service to the occupant(s) of 100 Domino Drive. Concord Public Works (CPW) Engineering Division has reviewed the attached Grant of Location petition dated November 17, 2023, and has no objection to the approval of the petition subject to the following conditions.

1. A letter is submitted by the Concord Municipal Light Plant to the Select Board stating concurrence with the work as proposed by Comcast.
2. Prior to construction, the applicant must complete a site visit with CPW to review work to be completed. CPW shall be notified at least 24 hours prior to the start of construction.
3. The applicant must remove any infrastructure deemed obsolete because of this project.
4. As-built plans must be provided to the Concord Public Works Engineering Division prior to the final closeout of the project.
5. The Applicant will remove the new coaxial cable upon completion of its service life.
6. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of surface features in the ROW is being performed. A ROW permit shall also be applied for if obstructions will be left in the ROW when no work is being performed. If a ROW permit is required, no work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.
7. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW Engineering Division for approval. This should include sidewalk closures and alternative pedestrian routes around the construction.
8. The Applicant shall notify emergency services, the school district, the post office, CPW Solid Waste for trash pickup services via email one week prior to the start of

construction. The applicant shall also notify neighborhood residents with door hangers prior to the start of construction.

9. The Applicant and its Contractor, if applicable, shall adhere to the CPW Construction and Tree Protection Standard Operating Procedures including the protection of public shade trees: “No person may plant, trim, cut, or remove a public shade tree without the prior permission of the Tree Warden and Engineering Division. This control includes the cutting of roots during construction.” The contractor shall be responsible for installing wooden tree guards with orange snow fencing on public shade trees located within the work zone.



Date: January 23, 2024

To: Shannon McAndrew, Town Manager's Office, Senior Administrative Assistant

Via: Jason Bulger, CTO & Interim CMLP Director

Via: Joe Repoff, CMLP Assistant Director

From: Jeffrey Cosgrove, CMLP Lead Electrical Engineer

Cc: Steven Dookran, CPW Town Engineer

Cc: Justin Richardson, CPW Assistant Town Engineer

Subject: Petition of Comcast of Massachusetts III, Inc. for a Grant of Location on sections of Commonwealth Ave, Laws Brook Rd, and Conant St

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on portions of Commonwealth Avenue, Laws Brook Road, and Conant Street. The applicant is proposing to overlash an additional cable to Comcast's existing network encompassing the following sections of roadway as noted below; reference plan titled "Aerial Cable Replacement Request, Domino Dr, Concord MA".

- Commonwealth Ave: Pole #23 Commonwealth Ave Elm St to Pole #14 Commonwealth Ave and from Pole #14 Commonwealth Ave to Pole #2 Laws Brook Rd
- Laws Brook Rd: Pole #2 Laws Brook Rd to Pole #9 Laws Brook Rd
- Conant St: Pole #9 Laws Brook Rd to Pole #7 Conant St

It should be noted that Comcast intends to utilize their existing underground infrastructure to cross Conant St between utility pole 7 Conant St and Domino Dr. The Concord Municipal Light Plant (CMLP) has met with Comcast on site to review the application and plans and has no objection to the approval of the petition subject to the following conditions which are supplemental to Concord Public Works requirements:

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant to review work to be completed.
2. The new aerial cable shall be installed using common industry standards and shall be set substantially at the points indicated on the plan filed with the petition. Specifically, the new aerial cable must be installed between utility poles 23 Commonwealth Ave and pole 7 Conant St. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between the proposed aerial cable and existing overhead facilities.
3. The Applicant must complete any applicable transfer work between old and new utility poles along this section of roadway during installation. Should any issues arise it is the responsibility of the Applicant to coordinate with CMLP.



4. As-built plans must be provided to the Concord Municipal Light Plant Engineering Division prior to the final closeout of the project.



85 East Belcher Road
Foxborough, MA 02035
Phone: 617-279-5880 (c)

Updated 1-18-2024

November 17, 2023

Shannon McAndrew
Executive Assistant to Select Board
Town Manager's Office
22 Monument Square
Concord, MA 01742

RE: Petition for Grant of Location for 100 Domino Drive, Concord, MA

Dear Shannon:

Enclosed please find Comcast's Petition for Installation of Cable in order to provide service to 100 Domino Drive. I have also enclosed a draft Order. Please advise when the Board will be able to hear us on this matter.

Thank you for your assistance. Please do not hesitate to contact me should you have any questions, comments, or concerns regarding any aspect hereof.

Sincerely,

Catherine Maloney

Catherine Maloney, Senior Manager of Government & Regulatory Affairs
Comcast

PETITION FOR INSTALLATION OF CABLE

Concord, Massachusetts

11/17/2023

To the Select Board of Concord, Massachusetts:

Comcast of Massachusetts III, Inc. requests permission to install cable to be owned and used by the petitioner, along and across the following public way or ways:

- *Domino Drive via Commonwealth Avenue, Laws Brook Road and Conant Street.*

Wherefore they pray that after due notice and hearing as provided by law, they be granted permission to install cable overlashed to existing strand cable as they may find necessary and in accordance with the plan filed herewith.

1. **Comcast of Massachusetts III, Inc.**

By: *Catherine Maloney*

Print name: Catherine Maloney

Title: Sr. Manager of Government and Regulatory Affairs

Telephone or e-mail contact info: (617) 279-5880 cell phone
Catherine_Maloney@comcast.com

ORDER FOR INSTALLATION OF CABLE

In Select Board of the Town of Concord, Massachusetts

Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED: that **Comcast of Massachusetts III, Inc.** be and is hereby granted permission to install cable as it deems necessary, in the public way or ways hereinafter referred to, as requested in the said petition and accompanying plan.

All construction under this order shall be in accordance with the following conditions:

Overlash an additional cable to the existing Comcast network from utility pole #23 Commonwealth Avenue to the intersection of Laws Brook Road, continue on Laws Brook Road to the intersection of Conant Street. Continue to utility pole #7 Conant Street. This request is to provide service to the occupant(s) of 100 Domino Drive. All work to be done in accordance with the Town's order of conditions.

The following are the public ways or parts of ways along which the above referred to may be installed thereon under this order:

- *Commonwealth Avenue, Laws Brook Road, Conant Street, Domino Drive*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the _____ day of _____, 2024.

Clerk of Select Board

We hereby certify that on _____, at _____ o'clock _____, at

Concord, Massachusetts, a public hearing was held on the petition of **Comcast of Massachusetts III, Inc.**

permission to install cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Select Board of the Town of Concord, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of Hearing with notice adopted by the Select Board of the Town of Concord, Massachusetts, on the _____ day of _____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk

Utility pole 23
Commonwealth Av.

The map shows a residential area with streets including Sunnyside Ln, Warner St, Pond St, Conant St, Wedgewood Cmn, Laws Brook Rd, S Brook Rd, Commonwealth Ave, Winthrop St, Maple St, and Brad St. A red line indicates the proposed aerial cable route from Utility Pole 23 on Commonwealth Ave to Utility Pole 7 on Conant St. A blue box contains the project title and details, and another red box identifies the second utility pole.

**AERIAL CABLE PLACEMENT REQUEST
DOMINO DR.
CONCORD, MA.**

Overlash additional cable to existing Comcast network from utility pole 23 Commonwealth Av. to utility pole 7 Conant St.

Utility pole 7
Conant St.

**TOWN OF CONCORD
SELECT BOARD**

PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held at the Town House in the Select Board Meeting Room, 22 Monument Square, Concord, MA on Monday, February 12, 2024 at 6:15 PM, upon the petition of Comcast of Massachusetts to install coaxial cable to be owned and used by the petitioner, along and across the following public ways or ways:

- Domino Drive via Commonwealth Avenue, Laws Brook Road, and Conant Street

The petition was filed with the Select Board on November 17, 2023, with a revised version of the petition filed on January 18, 2024.

Questions on this matter should be directed to Catherine Maloney, Senior Manager of Government and Regulatory Affairs at Comcast, via phone at 617-279-5880 or via email at Catherine_Maloney@comcast.com.

By Order of the Select Board

Mary Hartman, Clerk

**133 Keyes Road
Concord, MA 01742**



DATE: 01/05/2024

MEMORANDUM

TO: Shannon McAndrew, Executive Assistant to the Select Board
VIA: Alan Cathcart, Director of Public Works
FROM: Stephen Dookran PE, Town Engineer
PREPARED BY: Justin Richardson, PE, Assistant Town Engineer
SUBJECT: Petition of Comcast of Massachusetts III, Inc. to install new coaxial cable along Sudbury Road

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on Sudbury Road. The applicant proposes to lash an additional cable to the existing Comcast network from utility pole #125 Sudbury Road to utility pole #153-1 Sudbury Road to provide access to Comcast service to the occupants of 1861 Sudbury Road. Concord Public Works (CPW) Engineering Division has reviewed the attached Grant of Location petition dated September 18, 2023, and has no objection to the approval of the petition subject to the following conditions.

1. Prior to construction, a letter of approval from CMLP allowing the proposed construction on their infrastructure with specific installation conditions must be obtained.
2. Prior to construction, the applicant must complete a site visit with CPW to review work to be completed. CPW shall be notified at least 24 hours prior to the start of construction.
3. The applicant must remove any infrastructure deemed obsolete because of this project.
4. As-built plans must be provided to the Concord Public Works Engineering Division prior to the final closeout of the project.
5. The Applicant will remove the new coaxial cable upon completion of its service life.
6. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of surface features in the ROW is being performed. A ROW permit shall also be applied for if obstructions will be left in the ROW when no work is being performed. If a ROW permit is required, no work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.
7. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW Engineering Division for approval. This should include sidewalk closures and alternative pedestrian routes around the construction.
8. The Applicant shall notify emergency services, the school district, the post office, CPW Solid Waste for trash pickup services via email one week prior to the start of

construction. The applicant shall also notify neighborhood residents with door hangers prior to the start of construction.

9. The Applicant and its Contractor, if applicable, shall adhere to the CPW Construction and Tree Protection Standard Operating Procedures including the protection of public shade trees: “No person may plant, trim, cut, or remove a public shade tree without the prior permission of the Tree Warden and Engineering Division. This control includes the cutting of roots during construction.” The contractor shall be responsible for installing wooden tree guards with orange snow fencing on public shade trees located within the work zone.



Date: January 24, 2024
To: Shannon McAndrew, Town Manager's Office, Senior Administrative Assistant
Via: Jason Bulger, CTO & Interim CMLP Director
Via: Joe Repoff, CMLP Assistant Director
From: Jeffrey Cosgrove, CMLP Lead Electrical Engineer
Cc: Steven Dookran, CPW Town Engineer
Cc: Justin Richardson, CPW Assistant Town Engineer
Subject: Petition of Comcast of Massachusetts III, Inc. for a Grant of Location on a section of Sudbury Rd

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on a portion of Sudbury Rd. The applicant is proposing to overlash an additional cable to Comcast's existing network encompassing the following sections of roadway as noted below; reference plan titled "Aerial Cable Replacement Request, 1861 Sudbury Rd, Concord MA".

- Sudbury Rd: Pole #125 Sudbury Rd to Pole #28 Fitchburg Tpke, Pole #28 Fitchburg Tpke to Pole #153 Sudbury Rd, and from Pole #153 Sudbury Rd to Pole #153-1 Sudbury Rd

The Concord Municipal Light Plant (CMLP) has met with Comcast on site to review the application and plans and has no objection to the approval of the petition subject to the following conditions which are supplemental to Concord Public Works requirements:

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant to review work to be completed.
2. The new aerial cable shall be installed using common industry standards and shall be set substantially at the points indicated on the plan filed with the petition. Specifically, the new aerial cable must be installed between utility poles 125 Sudbury Rd and pole 153-1 Sudbury Rd. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between the proposed aerial cable and existing overhead facilities.
3. The Applicant must complete any applicable transfer work between old and new utility poles along this section of roadway during installation. Should any issues arise it is the responsibility of the Applicant to coordinate with CMLP.
4. As-built plans must be provided to the Concord Municipal Light Plant Engineering Division prior to the final closeout of the project.



85 East Belcher Road
Foxborough, MA 02035
Phone: 617-279-5880 (c)

September 18, 2023

Shannon McAndrew
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location,

Dear Shannon:

Enclosed please find Comcast's Petition for Installation of Coaxial Cable along Sudbury Road. I have also enclosed a draft Order. Please advise when the Board will be able to hear us on this matter.

Thank you for your assistance in this matter. Please do not hesitate to contact me should you have any questions, comments, or concerns regarding any aspect hereof.

Sincerely,

Catherine Maloney

Catherine Maloney, Senior Manager of Government & Regulatory Affairs
Comcast

PETITION FOR INSTALLATION OF COAXIAL CABLE

Concord, Massachusetts

9/18/2023

To the Select Board of Concord, Massachusetts:

Comcast of Massachusetts III, Inc. requests permission to install coaxial cable to be owned and used by the petitioner, along and across the following public way or ways:

- *1861 Sudbury Road*

Wherefore they pray that after due notice and hearing as provided by law, they be granted permission to install coaxial cable over lashed to existing strand coaxial cable as they may find necessary and in accordance with the plan filed herewith.

1. **Comcast of Massachusetts III, Inc.**

By: *Catherine Maloney*

Print name: Catherine Maloney

Title: Sr. Manager of Government and Regulatory Affairs

Telephone or e-mail contact info: (617) 279-5880 cell phone
Catherine_Maloney@comcast.com

ORDER FOR INSTALLATION OF COAXIAL CABLE

In Select Board of the Town of Concord, Massachusetts

Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED: that **Comcast of Massachusetts III, Inc.** be and is hereby granted permission to install coaxial cable as it deems necessary, in the public way or ways hereinafter referred to, as requested in the said petition and accompanying plan.

All construction under this order shall be in accordance with the following conditions:

Lash an additional cable to the existing Comcast network from utility pole #125 Sudbury Rd. to utility pole #153-1 Sudbury Rd.

This request is made in order to provide access to Comcast service to the occupants of 1861 Sudbury Road.

The following are the public ways or parts of ways along which the above referred to may be installed thereon under this order:

- *Sudbury Road*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the _____ day of _____, 2023.

Clerk of Select Board

We hereby certify that on _____, at _____ O'clock _____, at

Concord, Massachusetts, a public hearing was held on the petition of **Comcast of Massachusetts III, Inc.**

permission to install coaxial cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install coaxial cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Select Board of the Town of Concord, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of Hearing with notice adopted by the Select Board of the Town of Concord, Massachusetts, on the _____ day of _____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk



UTILITY POLE 125

AERIAL CABLE PLACEMENT REQUEST
1861 SUDBURY RD.
CONCORD, MA

Lash an additional cable to existing network from utility pole 125 Sudbury Rd. to utility pole 153-1 Sudbury Rd.

DC-4

MA02T013	SG1000
ALL OUTPUTS:	
50, 2, 44, 5, 23, 4	
13-0131HRU	85, 7

13-010	841	2
TYPE 31		
25, 21, 24, 41, 25, 7		
50, 21, 44, 5, 35, 5		
6		1
33, 21, 0	131, 1	
8	4	
13-0131	IN	75, 3

DC-8

13-004	2105	1
TYPE 2		
17, 17, 31, 23, 6		
50, 21, 44, 5, 35, 5		
7		10
34, 31, 0	30, 3	
7		6
13-0131HRU	75, 8	

13-012	989	2
TYPE 30		
21, 11, 20, 121, 8		
50, 21, 44, 5, 35, 5		
2		1
28, 9, 0	126, 3	
13, 1, 4		
13-0131HRU	70, 5	

UTILITY POLE 153-1

**TOWN OF CONCORD
SELECT BOARD**

PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held at the Town House in the Select Board Meeting Room, 22 Monument Square, Concord, MA on Monday, February 12, 2024 at 6:20 PM, upon the petition of Comcast of Massachusetts to install coaxial cable to be owned and used by the petitioner, along and across the following public ways or ways:

- 1861 Sudbury Road

The petition was filed with the Select Board on September 18, 2023.

Questions on this matter should be directed to Catherine Maloney, Senior Manager of Government and Regulatory Affairs at Comcast, via phone at 617-279-5880 or via email at Catherine.Maloney@comcast.com.

By Order of the Select Board

Mary Hartman, Clerk



OLD NORTH BRIDGE

TOWN OF CONCORD

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

To: Mary Hartman, Select Board Liaison to West Concord Junction Cultural District

From: Mimi Graney, Economic Vitality Manager

Date: January 29, 2024

Re: Public Art Proposal – **Signal Boxes**

Request for Provisional Approval for Public Art on town owned property in West Concord.

Specific designs and artist contracts to follow in May 2024. No work will proceed without Final Approval of the Select Board.

Sponsor:

The West Concord Cultural District wishes to execute a Traffic Signal Box Art project for West Concord. Helene Clayton is the project lead for the WCJCD.

Purpose:

This art will enrich the quality of life for citizens and visitors by enhancing the beauty of West Concord and creating exciting public spaces through visual art. The commissions provide an opportunity to support emerging local artists. These “mini murals” advance the identity of West Concord as a cultural center and foster a unique sense of place. This art fits within the charge of the WCJCD to foster a vibrant cultural community to sustain West Concord as an enjoyable place to live, work and play.

Three signal boxes in West Concord will be painted with unique designs. (Signal boxes are the metal cabinets that house the electronic equipment for roadway traffic signals.) This initiative is inspired by comparable programs conducted nationwide.

Site(s):

Three signal boxes in West Concord:

- Intersection of Main Street and Church Street
- Intersection of Main Street and Baker Ave
- Intersection of Main Street and Commonwealth Avenue

These signal cabinets are Town property. They were selected in coordination with Concord Public Works and approved by CPD to be painted as detailed in this agreement.

Project Description:

Artist Selection: Through a well-publicized Call for Artists the WCJCD will execute a transparent and fair process to select artists to execute their design ideas on the assigned metal cabinets. The Call will

be open to those aged 16 and older. Priority will be given to artists from Concord. Designs celebrating and reflective of the West Concord neighborhood will be sought. The members of the West Concord Junction Cultural District will serve as the jury.

Artist Agreements: Before beginning work each artist will be required to execute a contract, reviewed and approved by the Town Manager, that details the final approved design, permitted materials, copyright and ownership title, terms for use of the site to execute the design, maintenance of the artwork and other responsibilities. A budget of up to \$1,000 per signal box has been budgeted by the WCJCD to cover the artist's time, supplies, and insurance. The funds are provided by a Mass Cultural Council Cultural District grant administered by the Committee.

Site constraints: The switchboxes are on sidewalks along busy roadways with limited space to accommodate both the artist during installation and pedestrian movement. Concord Public Works and Police will be consulted to determine an appropriate means to maintain a safe workspace and pedestrian access. Funds are available within the WCJCD to pay for police details should those be required.

Materials: Concord Public Works has agreed to prime the signal boxes prior to the art installation. The WCJCD agrees to provide to CPW two weeks' notice to undertake this work. Artistic designs will be executed in exterior latex paint as detailed in the artist agreement.

Term & Maintenance: The intention is for these designs to remain for appropriately three years. Formal agreements with the artists will specify that the artwork can be removed at any time at the sole discretion of the Town. Maintenance, such as graffiti removal, will be the responsibility of the WCJCD. It is expected, should maintenance of the artwork require more than a minor paint touch up, the WCJCD will consult with Public Works to repaint the box either in a solid color or with a new design.

Schedule:

- February 2024: Call for Art issued
- March 25: Call for Art applications close
- April 2: Artist selection by WCJCD
- May 15: Engagement with neighbors to review the design. Artist Contracting.
- June: Concord Public Works applies primer on the switchboxes. Artists execute designs to be completed by June 30.
- September 2024: Community celebration

Community:

Artists will be encouraged to create designs that enhance and reflect the site of installation. Designs by Concord based artists will be given priority. The proposals shall be selected by the West Concord Junction Cultural District, a Town Committee that operates within the guidelines set forth by the Massachusetts Cultural Council for cultural districts. Members of the WCJCD will share the selected designs before they are executed with nearby businesses and residents to inform them of the initiative and to respond to any concerns should they arise. A Community Celebration upon the

completion of the artwork will provide an opportunity to spotlight the work of the artists, invite people to the West Concord neighborhood, and build relationships among local partners.

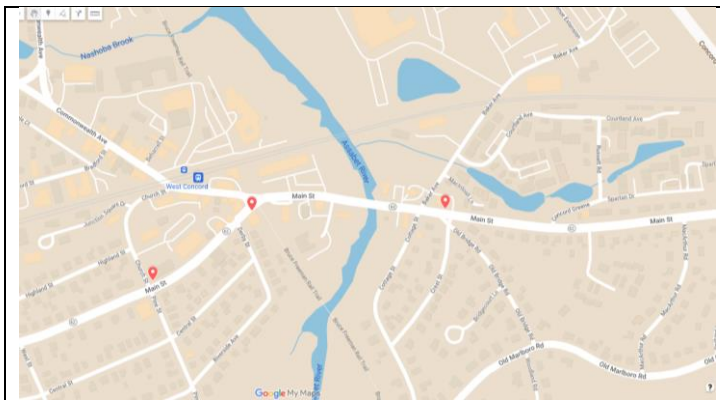
Administration and Town Responsibilities:

Concord's model Artist Agreement will be the basis for individual agreements to be executed with each of the select artists before any work may proceed. Each agreement will include the final approved design along with certificate of insurance (\$1M incident/\$2M aggregate) covering the artist with the Town of Concord listed as an additional insured.

Economic Vitality Manager Mimi Graney is the staff liaison to the WCJCD and will assist the committee with executing artist contracts and the pass-through of the MCC grant funding.

Steve Dookran of Engineering advises on the selection of the individual cabinets for the artwork. Aaron Miklosko of Highway & Grounds will oversee the assignment of priming the cabinets.

When the artwork is scheduled for installation Concord Police and Public Works will be engaged to assist with maintaining pedestrian access. Should police details be required funds are available within the WCJCD budget.



Map of Selected Sites



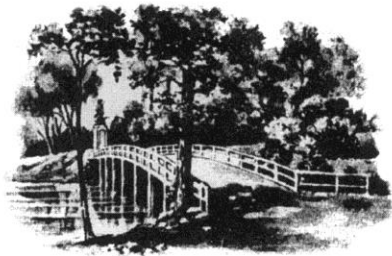
Main and Church



Main and Commonwealth



Main and Baker



OLD NORTH BRIDGE

TOWN OF CONCORD

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

To: Mary Hartman, Select Board Liaison to West Concord Junction Cultural District

From: Mimi Graney, Economic Vitality Manager

Date: January 30, 2024

Re: Public Art Proposal – **Poetry Phone**

Request for Provisional Approval for Public Art on town owned property in West Concord.

Final design and artist contract for installation to follow in March 2024.

Sponsor:

The West Concord Cultural District wishes to execute a Poetry Phone Art project for West Concord.

Jennifer Hurley-Wales is the project lead for the WCJCD, with the technical support of Mike Sprague and Ed Feather.

Purpose:

Like the much loved murals throughout town, West Concord's Poetry Phone (operating on a solar charged battery) will be located in a visible community setting to give pedestrians of all ages a spontaneous opportunity to step off their route through town and spend a quiet moment with a poem or two.

This art will enrich the quality of life for citizens and visitors by enhancing the beauty of West Concord and creating exciting public spaces through visual art. The commissions provide an opportunity to support emerging local artists. The Poetry Phone will advance the identity of West Concord as a cultural center and foster a unique sense of place. The format of the Poetry Phone allows for a large number of people to participate and share their creative expression in an engaging, public format. This art fits within the charge of the WCJCD to foster a vibrant cultural community to sustain West Concord as an enjoyable place to live, work and play.

The Poetry Phone structure is comparable to an old phone booth. It would be placed in West Concord along the Bruce Freeman Rail Trail, visible to passersby from the nearby streets and parking areas. The public would be invited to enter the booth, lift the handset of a repurposed payphone, use the keypad to hear a recording of an original poem. A number of other dial-a-poem projects across the country have been successful. The team was inspired by artist Ryan McGuire's creation, [The Smile Phone](#) in Granville, Ohio. McGuire is providing technical support to the Concord team.

Site(s):

On a triangle of grass off the Bruce Freeman Trail between 40 and 70 Beharrel. See site photo at end of this memo. The site was approved by Aaron Miklosko of Concord Public Works as an appropriate site for such a use.

Project Description:

Artist Selection: Jennifer Hurley-Wales enlisted local artists Mike Sprague to design and construct the booth and Ed Feather to construct the phone. Original poems by students and the general public will be solicited and selected by representatives of writing programs within local organizations, schools and the public library then passed on to the Poetry Phone team.

Artist Agreements: Before installation on the site Mike Sprague will be required to execute a contract, approved by the Town Manager, that details the final approved design, permitted materials, copyright and ownership title, terms for use of the site to execute the design, maintenance of the artwork and other responsibilities. \$2800 has been spent to-date securing materials. An additional \$6,000 has been allocated from the WCJCD FY24 budget for construction, installation and insurance. Funds are available in reserve to cover maintenance. The WCJCD funds are provided by a Mass Cultural Council Cultural District grant administered by the Committee.

Poetry Selection Process: The Poetry Phone will not only highlight area poets but the organizations in the community running poetry programs and workshops, e.g. Concord Library, Gaining Ground's Annual Poetry Project, Concord Prison Outreach, and the writing clubs from the area schools. A committee of the WCJCD will work closely with these programs to request their submissions. The poetry featured will reflect the diversity, styles and ages (encouraging youth submissions) of Concord area writers. The selected poems will be read by each author and recorded in a local studio before being loaded into the Poetry Phone for the public to hear them. The featured poems will be refreshed several times a year. The project will be promoted with the support of local press, social media and community events platforms. The unveiling of the phone will take place in the spring. The team anticipates the solicitation process to evolve over time. In general, they're planning for an annual outreach to the schools. The artistic team behind the Poetry Phone will retain final discretion on which poems are presented on the Poetry Phone and for how long.

Site constraints: The Poetry Phone will be installed on a town-owned grassy median three to four feet off the paved edge of the Bruce Freeman Rail Trail. Concord Public Works and Police will be consulted to determine an appropriate means to maintain a safe workspace and pedestrian access. A licensed contractor will be required to install the concrete pad upon which the Poetry Booth will be installed with the pad and fasteners in compliance with specifications of Engineering staff of Concord Public Works. Immediately around the pad will be replanted.

Materials: The booth itself is a three-sided structure made of wood with plexiglass windows. Inside the pay phone is installed on a wooden mount against the back wall. A small solar panel on the roof will power the phone. A side on the outside plain-faced side of the booth will alert passersby to the artwork within.

Term & Maintenance: The intention is for the booth to remain for appropriately three years with the recording to be changed periodically – likely with each season. The agreement with Mike Sprague will specify that the artwork can be removed at any time at the sole discretion of the Town. Maintenance, such as graffiti removal and technical repairs to the phone, will be the responsibility of the creative team. It is expected, should maintenance of the artwork require more than a minor paint touch up, the WCJCD will contract with Mike Sprague or another appropriate contractor.

Schedule:

February 2024: Call for Poems sent to schools and libraries

March 2024: Working phone completed. Site installation specifications received from Public Works. Contract with Mike Sprague finalized.

April: Final Approval from Select Board. Construction of the booth completed.

May: First set of poems finalized and recorded. Poetry Phone installed. Unveiling and celebration on May 18 to correspond with Spring Into West Concord Day.

June: Community Celebration. Process for next round of poems begins

September: Second round of recordings made available on the Poetry Phone and another round of publicity to promote the art offering.

Community:

Collaborations with Concord partners will result in the poems that reflect the community. It is expected that these community partners will suggest appropriate themes and provide their curatorial judgment in selecting the individual poems.

The Poetry Phone is a project selected among a number of ideas reviewed by the West Concord Junction Cultural District, a Town Committee that operates within the guidelines set forth by the Massachusetts Cultural Council for cultural districts.

Poetry Phone will be available 24/7 for all to engage with art in a unique, enticing way.

Administration and Town Responsibilities:

Concord’s model Artist Agreement will be executed with designer and builder Mike Sprague, with updates reflective of the specific considerations of the Poetry Phone. This document will be reviewed by Town Counsel. This contract, signed by the Town Manager, will be fully executed before any work may proceed. The agreement will be accompanied by the final approved design, certificate of insurance (\$1M incident/\$2M aggregate) covering the artist with the Town of Concord listed as an additional insured, and written approval of Concord Public Works on their requirements.

Economic Vitality Manager Mimi Graney is the staff liaison to the WCJCD and will assist the committee with executing the artist contract and the pass-through of the MCC grant funding.

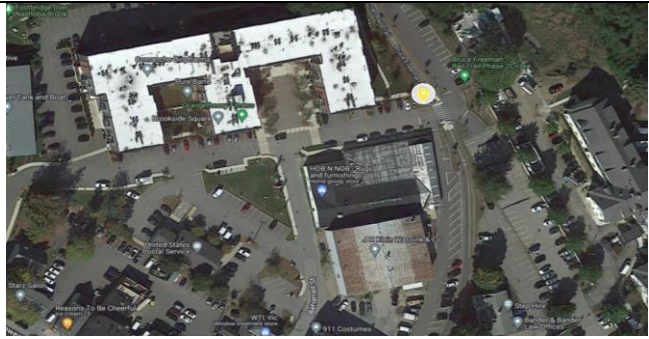
Steve Dookran of Engineering will advise on installation requirements. Aaron Miklosko of Highway & Grounds will advise on any site and contract related requirements.

When the artwork is scheduled for installation Public Works will be informed to ensure there are no negative impacts on other work happening in the area.

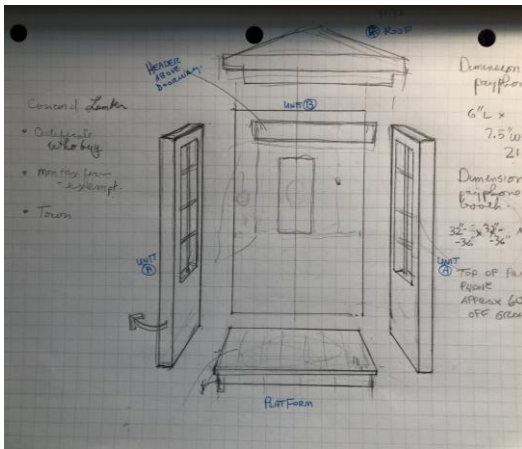
Design and Installation details:



Photo of site



Map showing location





Town of Concord
Finance Committee
22 Monument Square
P.O. Box 535
Concord, Massachusetts 01742

To: Kerry Lafleur, Town Manager
Alexa Anderson, Chair, Concord Public School (CPS) Committee
Tracey Marano, Chair, Concord-Carlisle Regional School District (CCRS) Committee

From: Parashar Patel, Chair, Concord Finance Committee

Cc: Henry Dane, Chair, Concord Select Board
Dr. Laurie Hunter, Superintendent, Concord Public Schools
Steve Daly, Concord Interim Finance Director
Robert Conry, Assistant Superintendent of Finance & Operations, Concord Public Schools
Finance Committee

Date: October 3, 2023

Re: Schedule Change with Respect to Fiscal Year 2025 Budget Process

At the request of the CPS and CCRSD Committee, as we communicated to you in September, the Finance Committee has provided additional time for the Town and Schools to present their perspectives on the topics and information requested in our August 1, 2023 Annual Budget Data Request for FY 2025 Guidelines.

October 26, 2023 and November 16, 2023 Meetings

We invite you to meet with the Finance Committee on October 26, 2023 and November 16, 2023 to discuss five-year revenue and cost projections, key strategic issues facing the Town and Schools, and preliminary FY 2025 budget requests. Please provide an update on FY 2023 actuals and FY 2024 actual vs. budget at the October 26th meeting.

As part of the October 26, 2023 presentation, we reiterate our request that the CPS and CCRSD provide a summary of the information requested in our September 6, 2023 letter, regarding school facility user fees. Please provide information regarding the total amount of user fees collected and the number of day/nights/times facilities have been rented, broken out by year and school from FY 2018 (reflecting pre-pandemic use) through 2022. In addition, please provide a comparison showing current fee structure compared to the fees in place before the current charges became effective.

November 14, 2023 Meeting

In addition, you will recall that at the joint Finance, CPS, and CCRSD Committees meeting in July we had indicated that the Finance Committee will ask the Town Manager and the Superintendent to present their respective capital plans for Tier 1, Tier 2, and Tier 3 capital projects to the Finance Committee on November 16, 2023. Because we will now be discussing the FY 2025 budget requests on November 16, 2023, we now invite the Town Manager and Superintendent to present their respective capital plans for all three tiers on November 14, 2023. This will provide sufficient time to appropriately discuss each of the FY 2025 budget requests and capital plans, which would not be possible if both topics were discussed at the same meeting.

The November 16th (now November 14th) capital planning meeting was scheduled both as part of our annual budget process (which includes a review of capital spending) and in response to the recommendations of the Capital Planning Task Force that the Town Manager and Superintendent and Schools present long-term capital plan for Tier 3 projects. The Finance Committee believes discussing all capital spending and plans together will provide better context for the Finance Committee to make recommendations to Annual Town Meeting. We also believe that having one document that includes Tier 1, Tier 2, and Tier 3 capital spending will benefit town residents because currently these projects are discussed across a variety of Town and School documents.

Thank you and please let us know if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Parashar Patel".

Parashar Patel
Chair

SCHOOL BUDGETING AND CAPITAL PLANNING PROCESS

July 20, 2023 Meeting of:
Joint Concord / CCRSD School Committees
Concord Finance Committee

OPERATING BUDGET PROCESS OVERVIEW

ZERO BASED BUDGETS

- Build from ground up, re-evaluate each line item each year
- Built by principals / administrators

Town Budget Process

- “Guidelines” established by Town of Concord, communication with Carlisle

PRELIMINARY FY24 BUDGET + OPEN HEARING (DECEMBER 2022)

Present to School Committee, and share with Town officials

Feedback loop

- Town officials
- SCOM

Review & Revise

New information (Jan)

- State Aid (Ch. 70, et al)
- Expense/service changes

REVISED FY24 BUDGET (AS NEEDED)

BUDGET DEVELOPMENT REVIEW AND ASSESS KEY DATA POINTS

KEY DRIVERS

- Enrollment levels, particularly Grade K, which can vary; other grades are usually more predictable
- Special education out of district placements, and in-district needs
- The [District's Strategic Plan](#) and how and when to fulfill the initiatives listed
- Staffing associated with any of the above, and impact of staffing changes and turnover
- Broader economic and supply chain considerations
- Legislative impact – are there new federal or state mandates related to schools, and are they funded ?

BUDGET DEVELOPMENT REVIEW AND ASSESS KEY DATA POINTS

REVENUE SOURCES / COST OFFSETS

- GRANTS
 - Federal grants (Title I, IIA, IDEA, IV)
 - Metco grant
 - Grants for in-district homeless students
- Circuit-breaker funding to reimburse for a portion of high cost special education placements *
- Homeless transportation reimbursement (problematic timing issue)
- Chapter 70 Aid (Municipal and Regional)
- Chapter 71 Aid (Regional Transportation)

BUDGET DEVELOPMENT ZERO BASED PROCESS

- Zero budget process starts from “scratch” each year, rather than starting with prior year budget levels and making adjustments
- Principals and Department Heads develop detailed support worksheets for each account in their budget, and submit that to District Leadership for review and discussion
- Special Education tuition budgets are developed centrally by the Director of Student Services, based on a review of existing placements
- Curriculum materials and software requests (non-consumables) are vetted by Asst. Superintendent of Teaching & Learning
- Technology budget driven by IT Director, in coordination with schools
- Transportation and facilities operating budget developed by Dept. Directors and Asst. Bus. Mgr.
- Insurance, pension, OPEB, Early Retirement Incentives developed centrally
- Staffing plans are reviewed and developed by each Administrator for their respective school / dept.; Finance and HR project future year based on step/lane advancement and staff changes

BUDGET DEVELOPMENT DISTRICT REVIEW PROCESS

- Are budget requests aligned with the Strategic Plan
 - Mental health and wellness, for example
- Are requests due to a legal mandate?
 - Special Education and costs to support students residing in homeless shelter
- Do we have contractual obligations? (multi-year contract)
- Have requests been shared and vetted with impacted staff and constituents?
- Consider financial capacity / overall increase and determine which requests to roll into Superintendents Recommended Budget (Preliminary Budget)
 - Cuts are made by Administration before submitting Preliminary Budget to SCOM

BUDGET DEVELOPMENT LEVEL SERVICE AND NEW INITIATIVES

- Through the budget process, district leadership seeks to differentiate between level service budgets, and new initiatives
- Level service includes:
 - Increases / decreases to out of district tuitions
 - Increases / decreases to staffing that are enrollment driven, or to meet IEP requirements
 - Cost increases to insurance, or existing services and supplies
- New initiatives could include a new staff position not related to the above
 - Budget requests from Principals and Administrators are considered
 - Internal discussions and deliberations

CAPITAL PLANNING - OVERVIEW

GOAL

- The primary goal of the Capital Planning process is to identify and prioritize long-term infrastructure and facility needs
- To support healthy and safe learning environments

CAPITAL PLANNING - NEEDS ASSESSMENT

- Recent plans have been based on prior studies and reviews by district staff on specific building needs
- As our buildings age, needs evolve, and there is a need to revisit our capital plans
- A comprehensive Building Conditions Assessment will be conducted by a 3rd party consultant to identify and prioritize the needs of CPS buildings
- CCHS – Completion of CCHS Campus (Capital Planning Task Force), plus a review of HVAC systems, which have required recent attention and repair

CAPITAL PLANNING

PRIORITIZATION OF NEEDS

- The Consultant's report is a starting point for a DRAFT CAPITAL PLAN
- We will need to develop a process to vet and prioritize items in the plan
- Some will be clear-cut (it's at end of useful life), or a health / safety issue
- Review and revise Capital Plan and update annually

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

To: School Committees, CCRSD, CPS

From: Robert Conry, Assistant Superintendent of Finance and Operations

Cc: Dr. Laurie Hunter, Superintendent, Concord Public Schools

Date: January 9, 2024

Subject: Update to School Committees

Fiscal Year 2025 Operating Budget – Proposed Adjustments

The following adjustments to the budget are the result of ongoing reviews of staffing needs at CCHS. These items are recommended for reduction to the CCRSD budget.

	Amount
FY25 Proposed Budget (12-5-23)	39,085,301
1-7-2024 Changes	
1.0 FTE Math Teacher Reduction	(135,394)
0.25 SPED Sub-Separate Math Teacher Add	25,000
Subtotal	(110,394)
Revised FY25 Proposed Budget (1-7-24)	38,974,907
FY24 Adopted Budget	37,811,098
Year over Year Change (\$)	1,163,809
Year over Year Change (%)	3.08%

The chart of the following page shows updated town assessments.

CONCORD PUBLIC SCHOOLS CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT

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Revised FY25 Budget Assessments (1-7-24)

Assessment Comparison w/o Debt				Concord	Carlisle	Total
FY2024				22,302,834	6,942,949	29,245,783
FY2025				23,150,489	7,143,268	30,293,757
Difference				847,655	200,319	1,047,974
				3.80%	2.89%	3.58%

Assessment Comparison w/ Debt Service				Concord	Carlisle	Total
FY2024				25,357,846	7,893,984	33,251,830
FY2025				26,140,908	8,065,986	34,206,894
Difference				783,062	172,002	955,064
				3.09%	2.18%	2.87%

Fiscal Year 2024 Budget Update

Q2 results (budget vs. actual) for both CPS and CCRSD are shared as separate attachments on the meeting agenda.

School Buses - Request for Declaration of Surplus, and Disposition via Trade-in

The following four school buses are no longer in driving condition, with each over ten years old. They are recommended to be declared surplus, and used for trade-in with our scheduled acquisition of four school buses near the end of FY24 (supply chain permitting). The trade-ins will be applied against the acquisition cost, and reduce the lease payments for the relevant district.

Thomas	CPS	122	Bus	2011	1T7YT4E25B1130979
Thomas	CPS	127	Bus	2011	1T7YT4E21B1130980
Thomas	CPS	117	Bus	2012	1T7YT4E29C1143249
Thomas	CCRSD	116	Bus	2012	1T7YR4E21C1143180

FY25 CCRSD SUPERINTENDENT'S RECOMMENDED BUDGET

December 5, 2023

Presentation to Concord School Committee

Budget Process Overview

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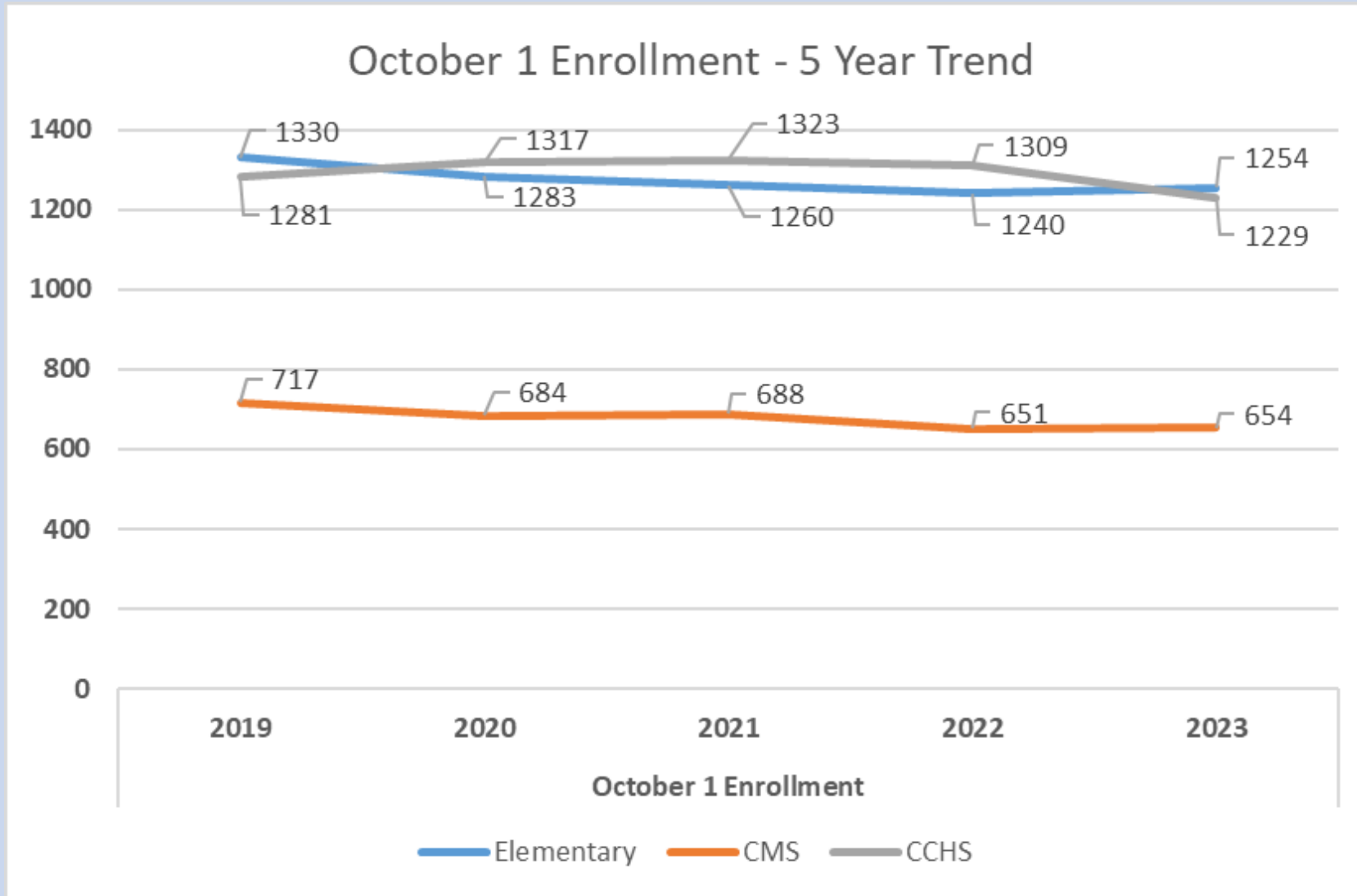
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New information (Jan)

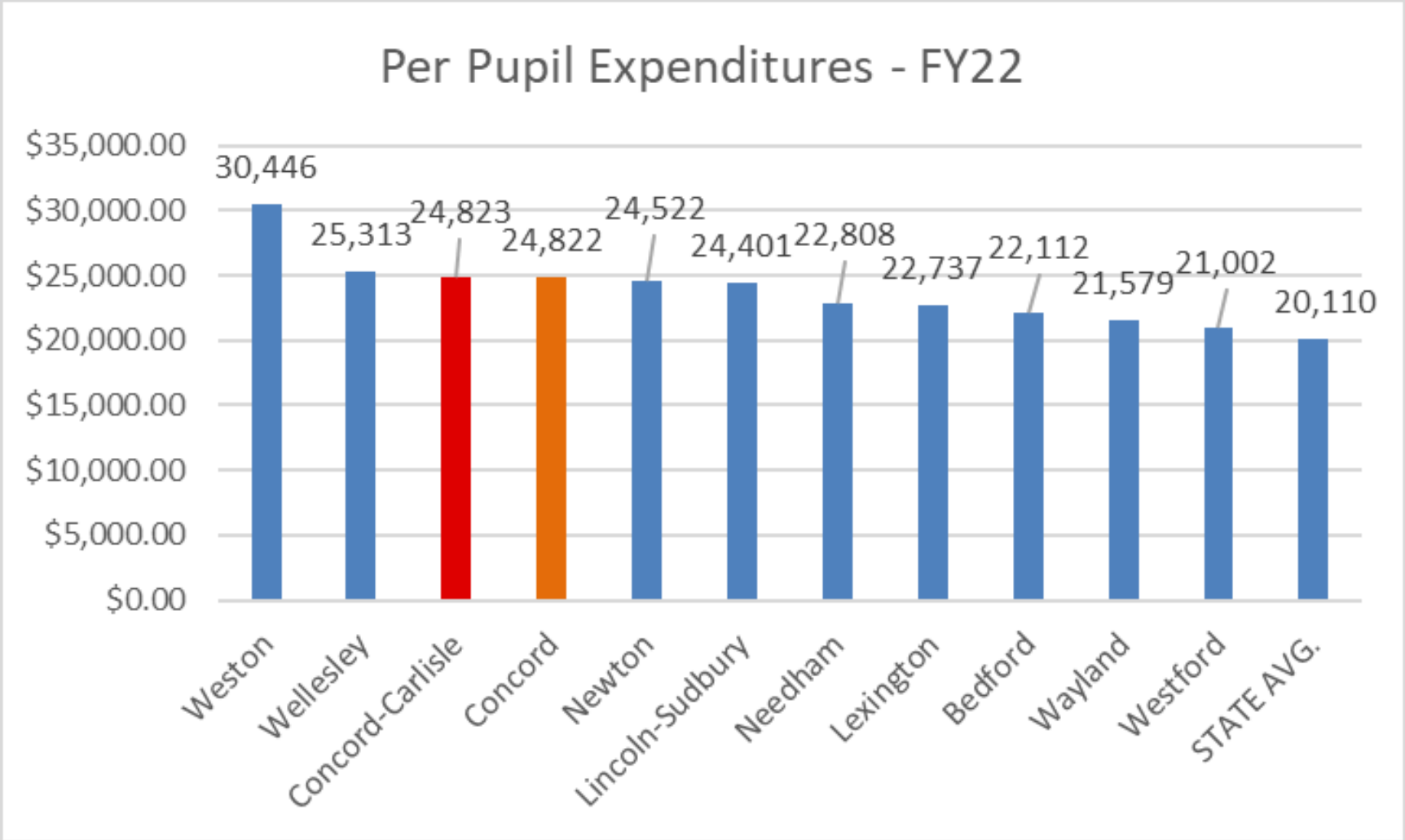
- State Aid (Ch. 70, et al)
- Expense/service changes

REVISED FY25 BUDGET (AS NEEDED)

Student Enrollment Trends FY19 – FY23



Per Pupil Expenditure Data



Source: Department of Elementary and Secondary Education

Budget Process Overview and Objectives

- Maintain existing programs and supports to students
- Support Strategic Plan initiatives
- Meet legal mandates for special education, and homelessness

Budget Summary

- FY25 Proposed Budget is \$39,085,301, an increase of \$1,274,203, or 3.37% over the FY24 budget

FY25 CCRSD BUDGET - DESE 1000 FUNCTION

DESE FUNCTION	DESE FUNCTION DESCRIPTION	FY24 REQUESTED BUDGET	FY25 REQUESTED BUDGET	Change (\$) FY25 BUD vs. FY24 BUD	Change (%) FY25 BUD vs. FY24 BUD
1000	DISTRICT ADMINISTRATION	1,626,630	1,701,705	75,075	4.6%
2000	TEACHING & INSTR. SUPPT.	20,492,291	21,019,982	527,690	2.6%
3000	OTHER SCHOOL SERVICES	2,936,055	3,399,887	463,832	15.8%
4000	MAINTENANCE & OPERATIONS	2,098,900	2,324,240	225,340	10.7%
5000	FIXED CHARGES	4,346,715	4,456,572	109,856	2.5%
7000	FIXED ASSETS	356,218	391,900	35,682	10.0%
8000	DEBT SERVICE	4,006,047	3,913,137	(92,910)	-2.3%
9000	OUT OF DISTRICT TUITIONS	1,948,242	1,877,880	(70,362)	-3.6%
	TOTAL	37,811,098	39,085,301	1,274,203	3.37%

Key Drivers – by DESE 1000 FUNCTION

District Administration (1000)

- **\$75K, 4.6% increase over FY24 Budget**
 - Admin Software Support \$21.9K (29.0%)
 - Align budget with run rates / actuals in the past couple years
 - Mosyle (\$13K) – Apple mobile device mgmt. and security
 - Administrative salaries \$48K (3.6%)

Key Drivers – by DESE 1000 FUNCTION

Teaching & Instructional Support [Staffing] (2000)

- **\$369K, 2.0% increase over FY24 Budget**

Teacher staffing adjustments

- Shifting 0.5 SPED teacher from ESSER-3 funding to budget
- Increasing 1.0 Math, 0.25 Music, 0.25 English
- Decreasing 0.6 Social Studies, 0.7 Special Educ., 0.4 Science, 0.25 World Lang.

Non-teacher staffing changes

- Add 1.0 FTE for Assistant Principal (hired in FY24)
- Decreasing 3.0 Special Education Instructional Assistants

Key Drivers – by DESE 1000 FUNCTION

Teaching & Instructional Support (2000)

- Teaching and Instructional Support [*Contractual Services*]
 - \$78K, 21.1% increase over FY24 Budget
 - \$34K for Calculus Project (DEIB Contract Services)
 - \$26K for Professional Development stipends
 - \$18K for translation services
- Teaching and Instructional Support [*Supplies & Materials*]
 - \$20K, 2.9% net increase over FY24 budget
- Teaching and Instructional Support [*Other*]
 - \$61K, 16.9% increase over FY24 Budget
 - \$29K for Cartwheel mental health software
 - \$21K for textbooks-all disciplines

Key Drivers – by DESE 1000 FUNCTION

Other School Services (3000)

- **\$463K, 15.8% increase over FY24 Budget**
 - Add 1.0 FTE Athletic Trainer \$70K
 - Special Ed Transportation \$122K (25%)
 - Regular Ed Transportation \$89K (9.4%)
 - Coaches Salary \$49K (11.3%)
 - Nurses \$37K (10.6%)
 - Co-Curricular Salaries \$27K (10.9%)
 - Co-Curricular Supplies \$20K (400%)

Key Drivers – by DESE 1000 FUNCTION

Maintenance and Operations (4000)

- **\$225K, 10.7% increase from FY24 Budget**
 - CCHS Electricity \$129K (37.5%)
 - Maintenance/bldg. service labor costs \$35K (3.6%)
 - Maintenance Contracted Services \$23K (15.3%)
 - Maintenance Supplies \$20K (32.2%)

Key Drivers – by DESE 1000 FUNCTION

Fixed Charges (5000)

- **\$110K, 2.5% increase from FY24 Budget**

- Hospital/Life Insurance (active and retiree) \$127K (6.0%)
- Workers' Comp. \$55K (39.3%)
- FICA Med. Insurance \$62K (19.7%)

Offset by reductions in:

- Sick Leave buy back -\$31K (-54.5%)
- OPEB Contribution -\$125K (-22.73%)

Key Drivers – by DESE 1000 FUNCTION

Fixed Assets (7000)

- **\$36K, 10% increase from FY24 Budget**
 - Applied Technology \$35K
 - Replacing computer lab hardware

Key Drivers – by DESE 1000 FUNCTION

Debt Service (8000)

- **-\$93K, -2.3% decrease from FY24 Budget**
 - Access Road Bond Anticipation Note (BAN) added in FY25, interest only payments in Year 1 and Year 2
 - Other BAN (landfill remediation) is being aggressively paid down, and are on track to be paid off before Access Road principal payments commence
 - Existing Bonds related to CCHS Bldg Project are level principal, declining interest, driving the decrease in debt service

Key Drivers – by DESE 1000 FUNCTION

Out of District Tuitions (9000)

- **-\$70K, -3.6% decrease from FY24 Budget**
 - Gross tuition costs for special education, prior to offsets, decreased from \$3.715M to \$3.541M, equating to (\$174K) decrease (4.69%)
 - Budget offsets from Circuit-breaker and IDEA grant decreased by \$82K
 - Circuit-breaker carryover funds offset decreased from (\$1,376,678) to (\$1,275,000)
 - FY24 included \$100K in current year C/B funds
 - IDEA offset increased from (\$425,000) to (\$445,000)
 - Charter School Assessment increase of \$19K (93.5%)

Salaries / Non-Salary accounts Breakout

Expense Type	FY24 BUDGET	FY25 REQUESTED BUDGET	Difference (\$) FY25 BUD vs. FY24 BUD	Difference (%) FY25 BUD vs. FY24 BUD
Salary accts	23,684,575	24,377,536	692,961	2.93%
Non-Salary accts	14,126,523	14,707,765	581,242	4.11%
Total	37,811,098	39,085,301	1,274,203	3.37%

ESSER FUNDING UPDATE

<u>Entity</u>	<u>Grant Name</u>	<u>Grant Budget</u>	<u>FY20-22 Expense</u>	<u>FY23 Expense</u>	<u>FY24 Projected</u>	<u>FY25 Projected</u>	<u>Grant Deadline</u>
CCRSD	ESSER I (CARES)	297,000	297,000		-		12/31/2021
CCRSD	DESE Emergency Reli	26,263	26,263				9/30/2022
CCRSD	ESSER II	95,886		95,886			9/30/2023
CCRSD	ARP - IDEA	111,921		83,630	28,291		9/30/2023
CCRSD	ESSER III	193,025		91,487	101,538		9/30/2024
CCRSD TOTAL		724,095	323,263	271,003	129,829		

ESSER III – Use of Funds

- \$163,326 Specialist Teacher (Reading Specialist) – two years
- \$15,000 Summer School Programs – two years
- \$14,699 Required MTRS Contribution

\$193,025

9/30/2024 grant deadline (early in FY25)

Supporting Homeless Students – Financial update

In District Students

- Estimated FY24 grant funding of \$74K (\$70K state, \$4K federal)
- Uses of grant funds:
 - Instructional assistant
 - Contract services (translation, various other services)
 - Family Coordinator

Out of District Students (traveling to home district)

- Homeless transportation costs for FY24 are projected to run around \$118K; the district has not budgeted for these costs (\$85K related to Concord shelter)
 - Participating in DESE pilot that will provide more timely reimbursement and via a funding mechanism that allows district to offset costs directly upon reimbursement

Other Post-Employment Benefits

- OPEB Trust value @ 06/30/2023 \$8,601,590
- OPEB Liability @ 6/30/2023 \$16,550.654

52% Funding Level

- *Level contributions of \$425K per year for the next five years, during which time the district continues to pay for retiree benefits and make no withdrawals from the OPEB Trust is projected to substantially fund the Trust*

(per OPEB Actuaries, Stone Consulting, subject to market returns)

FY25 Revenues – Changes from FY24

- Chapter 70 Aid \$88K increase (2.7%)
- Chapter 71 Aid (\$54K) decrease (-6.3%)
- Interest Income \$195K increase (244%)
- Rental Income (\$20K) decrease (-100%)

\$209K increase vs. FY24 (4.6%)

- *These revenues are based on FY23 actuals and trends/forecasts*

Excess & Deficiency offset is level to FY24 at \$300K

FY25 Assessments

SCOM BUDGET SLIDE								
		Total		Concord		Carlisle		
Total CCRSD Expenditure Budget		39,085,301						
less: Chapter 70 Revenue		-3,351,654						
less: Chapter 71 Revenue		-810,000						
Misc Revenue		-30,000						
Rental Income		0						
Interest		-275,000						
Charter Reimbursement		-1,359						
Utilitization of Excess & Deficiency		-300,000						
Total Assessment to Towns - FY24		34,317,288		26,225,271		8,092,016		
Assessment to Towns - FY23		33,251,830		25,357,846		7,893,984		
\$ Difference		1,065,458		867,426		198,032		
% Difference		3.20%		3.42%		2.51%		
% of Students - CCHS FY25 (10/1/23)				76.42%		23.58%		

FY25 Assessments

Assessment Comparison w/o Debt				Concord		Carlisle		Total
FY2024				22,302,834		6,942,949		29,245,783
FY2025				23,234,852		7,169,299		30,404,151
Difference				932,018		226,350		1,158,368
				4.18%		3.26%		3.96%
Assessment Comparison w/ Debt Service								
Assessment Comparison w/ Debt Service				Concord		Carlisle		Total
FY2024				25,357,846		7,893,984		33,251,830
FY2025				26,225,271		8,092,016		34,317,288
Difference				867,426		198,032		1,065,458
				3.42%		2.51%		3.20%

Excess & Deficiency

- Limited to 5% of Operating + Capital Budget (current year)
- Cap = 1,890,555

• FY22 Certified E&D Balance:	\$1,651,280
• Add FY23 favorable revenues:	\$495,551
• Add FY23 expenditure balance:	\$433
• Deduct FY23 Budgeted E&D usage	<u>(\$300,000)</u>
Projected Balance:	\$1,847,264

- Projected to be just short of 5.0% cap (98% of cap)

QUESTIONS ?

REFERENCE SLIDES

Expenditure Budgets: DESE Categories

- **ADMIN (“1000”)** = SCHOOL COMMITTEE, SUPERINTENDENT, BUSINESS OFFICE, ADMIN TECHNOLOGY, LEGAL SERVICES
- **INSTRUCTIONAL SERVICES (“2000”)** = TEACHING & LEARNING STAFF & MATERIALS, STUDENT SVCS, CLASSROOM INSTRUCTION, TEACHERS, PARAS, PROFESSIONAL DEVELOPMENT, CLASSROOM SUPPLIES, ETC, GUIDANCE, & PSYCHOLOGICAL SVCS
- **OTHER SCHOOL SERVICES (“3000”)** = NURSING, FOOD SERVICE, TRANSPORTATION, STUDENT ACTIVITIES, & ATHLETICS
- **OPERATIONS & MAINTENANCE (“4000”)** = CUSTODIAL SERVICES, UTILITIES, MAINTENANCE OF BUILDINGS / GROUNDS, TECH NETWORK & INFRASTRUCTURE
- **FIXED CHARGES (“5000”)** = LEASES, INSURANCE COSTS, RETIREMENT COSTS, OPEB
- **TUITIONS (“9000”)** = SPED OOD PLACEMENTS, SCHOOL CHOICE, CHARTER TUITION



Amenities Building

February 2024



History

- CCHS opened in 2015, nine years ago
- Upgrades to existing fields and associated facilities were not included in the original building project
 - Non-profit organization, CC At Play, raised \$5M to complete fields at CCHS
 - Not enough money was raised to complete project, including bathroom facilities
 - Portable restrooms were therefore installed, but were meant to be temporary.
- A Campus Advisory Committee was established to determine next steps for 'campus completion'
 - Top Priorities included
 - Paving of ring road
 - Lighting of ring road

CCHS Current Conditions

- No permanent structures for bathrooms, concessions or storage
- 3 Portable Restrooms
 - One accessible restroom
 - Proximity of a permanent bathroom is too far from the field to be considered accessible
- Exposed storage under bleachers
 - 1 Shipping Container
- Temporary pop up tent that has access to one power outlet under the bleachers used for concessions



CCHS Current Conditions



Portable Restrooms



Concessions area
portable pop up tent

Why Now?

- We are currently not in compliance with Massachusetts Plumbing Code
 - *Tracey to supply link*
- Our District Strategic Plan strives to build an inclusive culture. We are committed to the goals in our strategic plan, which states
 - *Accessibility: Outdoor spaces are accessible to ALL students*
- An “accessible portable restroom” has not met the needs of people with significant physical disabilities
- Our fields are used by the community throughout the year. We have many multigenerational families in Concord, Carlisle and Boston that attend our events. We must provide an accessible environment for all.

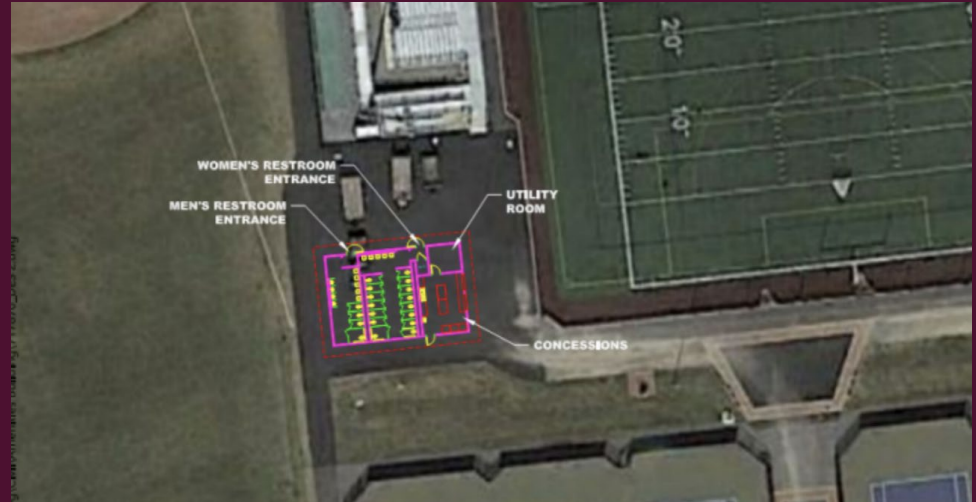
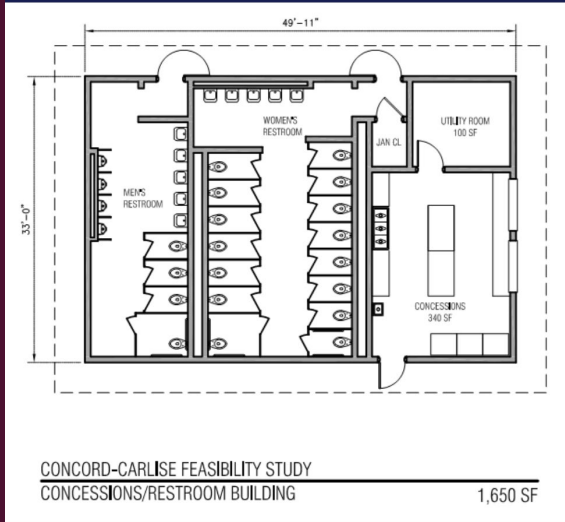
Risks of Inaction

- **Cost escalation**
 - The School Committee considered advancing the amenities building in the the spring of 2021 and total cost was estimated at approximately \$1M
 - Costs have doubled in 3 years
- **Continued Violation of Plumbing Code and ADA Compliance**
 - Fines and legal fees
 - Forced build, where we lose control of process
- **Risk of Injury**
 - Lack of lighting
 - Unstable ground and insufficient wheelchair turning space
- **Non-Alignment with Strategic Plan**
 - Sending a message to our students and community that the current solution is good enough

Dual County League: CCHS is the Outlier

District	Amenities
Concord-Carlisle	3 portable toilets and exposed storage
Acton-Boxboro	Stadium is next to junior high and the building is accessible during games; close proximity for accessibility
Bedford	Concessions building - Adding two bathrooms to existing building proximate to the high school
Boston Latin	White Stadium and Harvard Stadium - Amenities building including restrooms, concessions and storage
Cambridge Rindge and Latin	Russell Field - Amenities building including restrooms, concessions and storage
Lincoln-Sudbury	Amenities building including restrooms, concessions, storage and additional portable toilet
Newton South	Amenities building including restrooms, concessions and storage
Wayland	Amenities building completed 2020 including restrooms, concessions, storage and ticketing building
Weston	Amenities building completed 2017 including restrooms, concessions and storage
Westford Academy	Amenities building completed 2021 including restrooms, concessions and storage
Waltham	Amenities building part of fieldhouse to be completed December 2024

What It Will Look Like?



Westford Academy



Amenities Building Street View



Amenities Building Stadium View



AED machine and bottle filling station



Street Side Concessions and Restrooms

Westford Academy

- Built in 2020 Total Cost \$1.34 million
- Westford CPC funded 100% of the project
- Community Support
- Concessions, storage and bathrooms
- AED machine, Water filling station
- Boosters clubs support concessions and raise funds for different sports teams
- Cameras installed around facilities

Amenities Bldg - Debt Service Modeling						
2,340,000	Principal					
4.75%	Interest rate					
Level Principal Payments - 15 year bond						
Fisc Yr	Begin Bal	Interest	Princ repmt	End Bal		Total Pmt
FY26	2,340,000	111,150	156,000	2,184,000		267,150
FY27	2,184,000	103,740	156,000	2,028,000		259,740
FY28	2,028,000	96,330	156,000	1,872,000		252,330
FY29	1,872,000	88,920	156,000	1,716,000		244,920
FY30	1,716,000	81,510	156,000	1,560,000		237,510
FY31	1,560,000	74,100	156,000	1,404,000		230,100
FY32	1,404,000	66,690	156,000	1,248,000		222,690
FY33	1,248,000	59,280	156,000	1,092,000		215,280
FY34	1,092,000	51,870	156,000	936,000		207,870
FY35	936,000	44,460	156,000	780,000		200,460
FY36	780,000	37,050	156,000	624,000		193,050
FY37	624,000	29,640	156,000	468,000		185,640
FY38	468,000	22,230	156,000	312,000		178,230
FY39	312,000	14,820	156,000	156,000		170,820
FY40	156,000	7,410	156,000	-		163,410

FY25 CPS SUPERINTENDENT'S RECOMMENDED BUDGET

December 5, 2023

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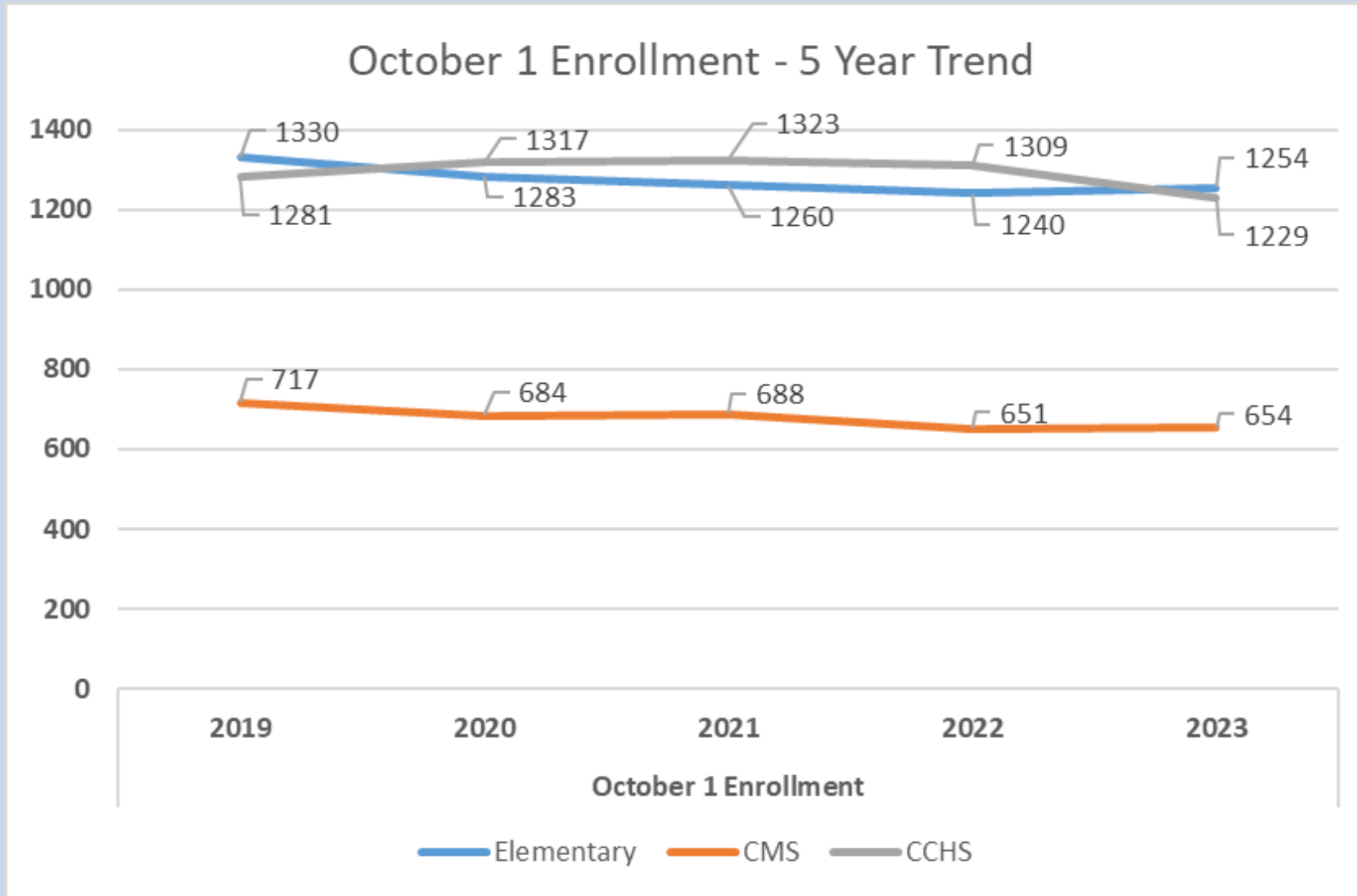
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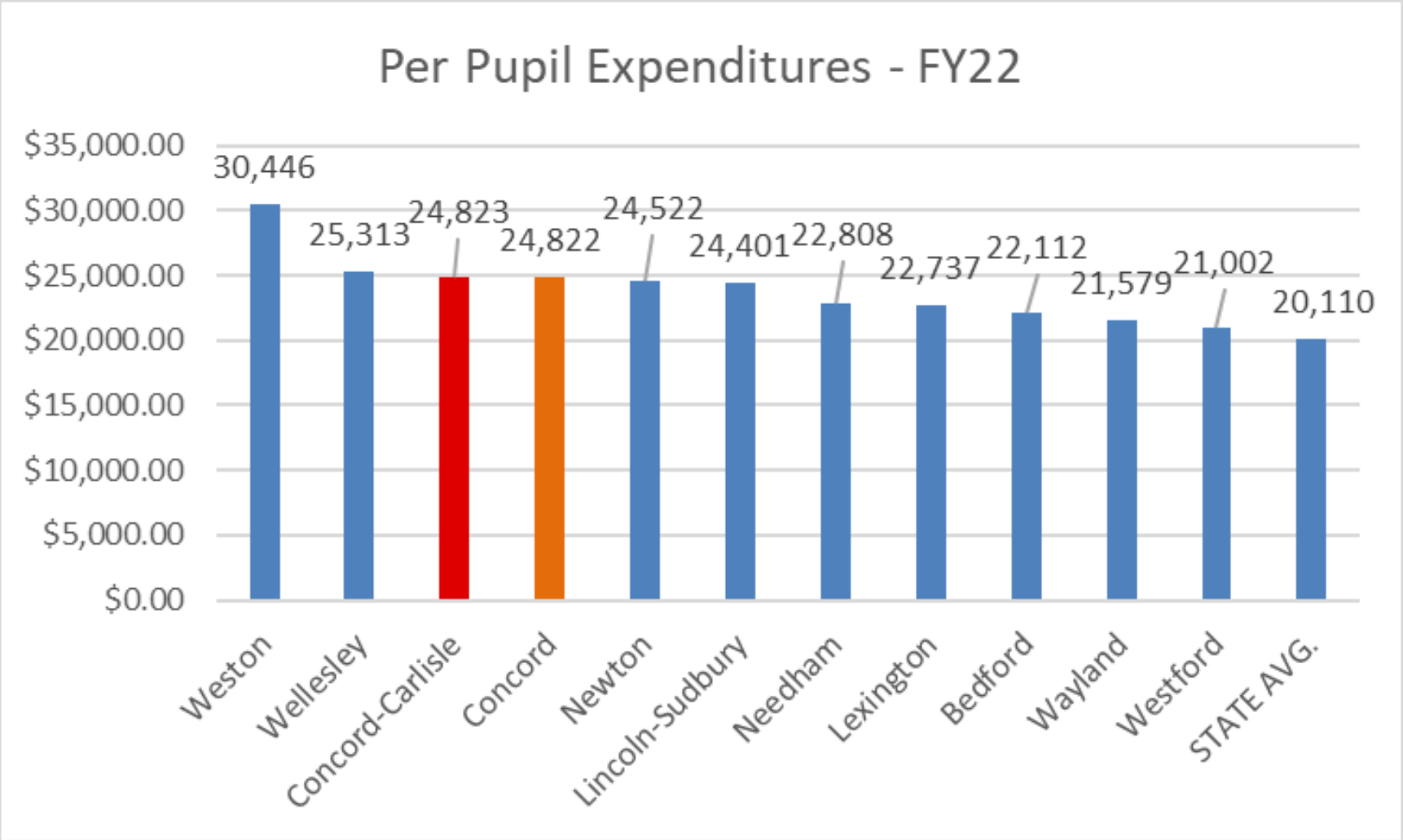
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REVISED FY25 BUDGET (AS NEEDED)

Student Enrollment Trends FY19 – FY23



Per Pupil Expenditure Data



Source: Department of Elementary and Secondary Education

Budget Objectives

- Maintain existing programs and supports to students
- Support Strategic Plan initiatives
- Meet legal mandates for special education, and homelessness, and other requirements

Budget Summary

- FY25 Proposed Budget is \$46,602,943, an increase of \$1,555,767, or 3.45% over the FY24 budget

Key Drivers

- Teaching & Instructional support costs up \$1.533M (4.3%)
- Out of District Tuitions (net) down \$300K (-72.8%)

FY25 CPS BUDGET - DESE 1000 FUNCTION

Expense Category	FY24 Budget	FY25 Proposed Budget (12-5-2023)	\$ Difference FY25/FY24	% Difference FY25/FY24
District Administration	1,658,620	1,764,568	105,948	6.4%
Teaching & Instructional Support	35,551,580	37,084,470	1,532,890	4.3%
Other School Services	3,180,909	3,290,871	109,962	3.5%
Maintenance	3,567,505	3,686,528	119,023	3.3%
Fixed Charges	253,442	226,216	(27,226)	-10.7%
Community Services	105,132	108,023	2,891	2.7%
Fixed Assets	318,686	330,500	11,814	3.7%
Programs with Other Districts	411,302	111,766	(299,536)	-72.8%
Grand Total	45,047,176	46,602,943	1,555,767	3.45%

FY25 CPS BUDGET – FTE SUMMARY

FTE Summary			
Category	FY24 Budget	FY25 Proposed Budget (12-5-2023)	Difference FY25/FY24
District Administration	11.68	11.68	-
Teaching & Instructional Support	357.81	362.02	4.21
Other School Services	34.13	34.13	-
Maintenance	19.93	19.93	-
Community Services	3.60	3.60	-
Grand Total	427.15	431.36	4.21

FTE Summary of Changes

Teachers / Specialists

- Special Education staff reductions based on caseload analysis amidst changing needs
- 2.0 FTEs added back to budget with expiration of ESSER III funds
- 2.0 FTE adds enrollment driven (pre-school, Thoreau kindergarten)
- 0.4 FTE is due to correction to prior year reported FTE

Instructional Assistants/Tutors

PRESCHOOL - 4.0 additional pre-school assistants

- 2.0 to support added classroom, 2.0 for 1:1 student support

K-8

- Net reduction of (1.0 FTE) across all schools
- 2.0 FTEs added back to budget due to Metco not issuing SPED supplemental grant

Key Drivers – by DESE 1000 FUNCTION

District Administration (1000)

- **\$105.9K, 6.4% increase over FY24 Budget**
 - IT equipment/supplies/software \$31.2K (14.8%)
 - Negotiation funds – non-bargaining \$24.5K
 - 0.75% of non-bargaining staff salaries
 - Separate from COLA increases
 - Remainder is primarily salary increases, with level staffing of 11.68 FTEs

Key Drivers – by DESE 1000 FUNCTION

Teaching & Instructional Support (2000)

- **\$1.533M, 4.3% increase over FY24 Budget**
 - \$805K Teacher/CTA Salaries (3.1%) factoring in impact of reductions, and retirement assumption of 2 teachers (replacement cost savings)
 - \$467K Support staff pay (6.0%), 5.0 FTE increase for special ed tutors and assistants, includes contractual increases
 - \$168K Supplies and Materials increase (12%) due mainly to adoption of new Math curriculum (\$120K) for Concord Middle School grades 6 - 8

Key Drivers – by DESE 1000 FUNCTION

Other School Services (3000)

- **\$110K, 3.5% increase over FY24 Budget**
 - \$42K 1:1 nursing contract services (for transportation)
 - Remainder is primarily due to contractual wage increases

Key Drivers – by DESE 1000 FUNCTION

Maintenance and Operations (4000)

- **\$119K, 3.3% increase from FY24 Budget**
 - \$51K increases to Maintenance Supplies/Materials and Contract Services
 - Wastewater treatment contract services \$15K, the balance due to supplies / materials, as costs have been running higher than budgeted
 - Utilities (heating / electricity) increase relatively flat due to offsetting impacts
 - Added cost of having two months with three CMS buildings on-line
 - Savings on electricity anticipated with replacement of ERU's at Thoreau
 - Heating costs were favorable to budget in FY23, adjusted based on run rate, with rate increases factored in

Key Drivers – by DESE 1000 FUNCTION

Fixed Charges (5000)

- **(\$27K), (11%) decrease from FY24 Budget**
 - Early Retirement / Sick Time Buyout reduction of (\$22K) as the payouts related to these retirement incentive programs wind down

Key Drivers – by DESE 1000 FUNCTION

Fixed Assets (7000)

- **\$12K, 4% increase from FY24 Budget**
 - Various needs for new equipment across elementary schools, including special education equipment and audio assistive equipment
 - Vehicle replacement budgeted level with prior years, assumes continuing with leasing of buses

Key Drivers – by DESE 1000 FUNCTION

Out of District Tuitions (9000)

- **\$300K decrease from FY24 Budget (net)**
 - Gross tuition costs for special education, prior to offsets, decreased from \$1.758M to \$1.472M, equating to (\$286K) decrease (16%)
 - Budget offsets from Circuit-breaker and IDEA grant increased by \$13K
 - Circuit-breaker increase from (\$837,000) to (\$840,000)
 - IDEA offset increase from (\$510,000) to (\$520,000)

Salaries / Non-Salary accounts Breakout

Expense Category	FY24 Budget	FY25 Proposed Budget (12-5-2023)	\$ Difference FY25/FY24	% Difference FY25/FY24
Salary Accounts	38,416,870	39,978,910	1,562,040	4.1%
Non-Salary Accounts	6,630,306	6,624,033	(6,273)	-0.1%
Total	45,047,176	46,602,943	1,555,767	3.5%

School Summary View

School / Unit	FY23 REQUESTED BUDGET	FY23 REQUESTED FTE	FY24 REQUESTED BUDGET	FY24 REQUESTED FTE
Pre-School	1,225,096	15.56	1,424,171	20.36
Alcott	6,694,372	68.93	6,950,101	69.36
Thoreau	7,381,527	82.22	7,815,211	84.23
Willard	7,053,319	73.80	7,013,454	68.35
Elementary Wide	2,031,684	16.20	2,172,675	16.20
Middle School	12,235,020	115.30	12,767,479	116.92
District Wide	8,426,159	55.14	8,459,852	55.94
CPS - Total	45,047,176	427.15	46,602,943	431.36

Program View

Program Type	FY24 Budget (Final)	FY25 Budget Request [12-5-23]	\$ Difference FY24/FY23	\$ Difference FY24/FY23
Special Education	11,812,802	11,937,756	124,954	1.06%
Regular Education	33,234,374	34,665,187	1,430,812	4.31%
Total	45,047,176	46,602,943	1,555,767	3.45%

Concord Middle School - Transition

- Utilities includes two months of heat and electricity for Sanborn, Peabody, and the new Concord Middle School
 - Budgeted cost of \$54K will not be recurring in FY26
- Wastewater treatment facility contract services are only budgeted for part of the year (\$15K), and will be budgeted for the full year in FY26
- Anticipated other savings of \$500K to be realized in FY26 as the district opens the year in a single middle school building, with some efficiencies gained

ESSER FUNDING UPDATE

<u>Entity</u>	<u>Grant Name</u>	<u>Grant Budget</u>	<u>FY20-22 Expense</u>	<u>FY23 Expense</u>	<u>FY24 Anticipated</u>	<u>FY25 Projected</u>	<u>Grant Deadline</u>
CPS	ESSER I (DESE)	467,775	467,775				12/31/2021
CPS	ESSER II (Municipal)	126,825	126,825				12/31/2021
CPS	DESE Emergency Reli	112,379	112,379				9/30/2022
CPS	ESSER II	453,100	403,463	49,637			9/30/2023
CPS	ARP - IDEA	131,637	33,929	97,708			9/30/2023
CPS	ARP - IDEA Early Child	12,267		12,267			9/30/2023
CPS	ESSER III	995,840	94,107	367,868	480,866	52,999	9/30/2024
CPS TOTAL		2,299,823	1,238,478	527,480	480,866	52,999	

ESSER III – Use of Funds

- \$240,000 Counseling (Peabody School Psychologist) - two years
- \$240,000 Special Ed Teacher – Language Based Program - two years
- \$372,640 Summer School Programs – two years, or three if possible
- \$43,200 Required MTRS Contribution
- \$100,000 Instructional Materials (one time purchases)

\$995,840

9/30/2024 grant deadline (early in FY25)

Supporting Homeless Students – Financial update

In District Students

- Estimated FY24 grant funding of \$398K (\$375K state, \$23K federal)
- Uses of grant funds:
 - ELL Teacher at Willard
 - 4 FTE Kindergarten instructional assistants at Willard
 - Contract services (translation, various other services)
 - Family Coordinator
- Anticipate growth in grant funding in FY25, will be reviewing how to best allocate additional funds (ELL, tutor support)
- **Pre-school not included in this grant funding**

Out of District Students (traveling to home district)

- Homeless transportation costs for FY24 have declined and projected to run around \$125K; the district has not budgeted for these costs
 - Participating in DESE pilot that will provide more timely reimbursement and via a funding mechanism that allows district to offset costs directly upon reimbursement

Budget Risks

- Homeless related expenses not budgeted, assumed covered by grants, and state support
 - Potential growth in Pre-school program
- CTA salary increases will be determined via contract negotiations
- Unanticipated issues related to new Concord Middle School building project

QUESTIONS ?

REFERENCE SLIDES

Expenditure Budgets: DESE Categories

- **ADMIN (“1000”)** = SCHOOL COMMITTEE, SUPERINTENDENT, BUSINESS OFFICE, ADMIN TECHNOLOGY, LEGAL SERVICES
- **INSTRUCTIONAL SERVICES (“2000”)** = TEACHING & LEARNING STAFF & MATERIALS, STUDENT SVCS, CLASSROOM INSTRUCTION, TEACHERS, PARAS, PROFESSIONAL DEVELOPMENT, CLASSROOM SUPPLIES, ETC, GUIDANCE, & PSYCHOLOGICAL SVCS
- **OTHER SCHOOL SERVICES (“3000”)** = NURSING, FOOD SERVICE, TRANSPORTATION, STUDENT ACTIVITIES, & ATHLETICS
- **OPERATIONS & MAINTENANCE (“4000”)** = CUSTODIAL SERVICES, UTILITIES, MAINTENANCE OF BUILDINGS / GROUNDS, TECH NETWORK & INFRASTRUCTURE
- **FIXED CHARGES (“5000”)** = LEASES, INSURANCE COSTS, RETIREMENT COSTS, OPEB
- **TUITIONS (“9000”)** = SPED OOD PLACEMENTS, SCHOOL CHOICE, CHARTER TUITION

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

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To: Concord School Committee
Cc: Kerry LaFleur, Concord Town Manager
 Anthony Ansaldi, Concord Finance Director
 Concord Select Board
 Concord Finance Committee
Date: January 6, 2023
Re: FY25 Concord Public Schools Capital Plan

I write to share an overview of the recent discussions about the FY25 CPS Capital Plan, my questions and concerns, a revised FY25 proposal, and a request for the future.

Recent FY25 CPS Capital Plan Discussions

During the development of the FY25 CPS Capital Plan, the school administrative team crafted a plan aligned with the CPS capital process in existence for decades where the Town Manager designates \$900,000 to the schools to manage facility needs. Using the same process, the proposed plan intentionally focused on overdue or safety-related items because the FY24 capital request funded a facilities review that is currently underway at the 3 elementary schools and Ripley. Like plans before it, the requests included lesser cost items. This was especially true given the review that will likely bring new large cost items to the forefront since the buildings are now between 15 and 20 years old.

The School Committee reviewed the plan on November 7, 2023. The Concord Finance Committee discussed the plan on November 16, 2023. A Joint meeting between the Concord School Committee, Concord Select Board and Concord Finance Committee was held on December 4, 2023. Concerns about the plan were expressed at both meetings as well as at other meetings that I attended in November and December. The Concord School Committee formally approved the plan on December 19, 2023.

Questions and Concerns

A pattern has emerged regarding the CPS Capital Plan. In 2022, the FY23 plan was ultimately reworked late in the spring completely after feedback over sustainability priorities questioned the proposed upgrades as not sustainably aggressive enough. In 2023, the FY24 plan proposed significant upgrades to Ripley to allow for sustainable heating changes in the preschool classrooms. Given the concerns over cost, the entire plan was reworked in the spring eliminating that project and reducing the request to \$495,000. We now find again ourselves questioning the FY25 plans. Concerns now are over how it will be financed given that borrowing is not appropriate. Prior to November, these questions or concerns had not been asked of us regardless of the project amounts in the requests. It is important to note that we absolutely agree that small amounts should not be borrowed.

From 2019-2021, I served on the Capital Task Force. The charge of the committee was to develop a process to discuss capital across the schools and town. The committee developed a process that was supported by the Concord School Committee, Concord Select Board, and Concord Finance Committee. That plan was intended to foster communication between the committees and clarify processes.

My questions and concerns are the following:

- A conflict exists between sustainability priorities and the fiscal mindset. The schools have been told we are not doing enough for sustainability. The schools have also been told we are spending too much on sustainability.
- There is new confusion over the capital thresholds and categories. The school operating budgets have always included all of the technology and school bus costs which are very significant. The budget also has managed ongoing repairs and proactive maintenance. Capital costs for significant repairs or replacements, and preventative upgrades and improvements have been in the capital plan for the CPS buildings. It is unclear the expectation now that variations between the town and schools are identified.
- We all agree that borrowing for small amounts is not best practice. Given the new feedback that borrowing is the only financing method for the CPS plan, we find ourselves with limited options given the late date.
- The Capital Task Force plan and its current implementation are unclear. Having personally spent significant time developing and committing to a process over a two year period, it seems important to discuss the process itself and clarify if we are using it or not.
- The \$900,000 allocation allowed the schools to address large cost projects over several years in lieu of significant requests for the entirety of each project. We will need clarity if we are working within particular amounts going forward (where we deferred and scheduled items) or if we are now putting forth requests individually.

Revised FY25 Proposal

After much thought, I am recommending revisions to the FY25 CPS Capital request. With no appropriate funding source identified, I recommend delaying the smaller ticket items. This comes with significant concerns over deferment and the impact of that. However, it seems best both for purposes of collaboration and fiscal planning.

The revised request is as follows:

Funds to improve Thoreau grounds following receipt of feasibility study	\$200,000
Funds to replace Alcott fire alarm system	\$ 96,000
Funds to replace the 20-year-old dump truck	\$150,000
Total Revised Request	\$446,000

A Request

It seems very important that following the 2024 Annual Town Meeting, the professional town and school leaders along with representatives from the three boards meet to address the many questions that have arisen and provide clear direction for how capital funding and sustainability goals will be addressed going forward.

Funding Schedule

Concord-Carlisle Regional School District OPEB Trust

EAN Funding Schedule; 16 Years from 07/01/2023 at 6.75%

Fiscal Year	Normal Cost ¹	Amortization ²	Actuarially Determined Contribution	Year-End UAAL	Projected Annual Benefit Cost ³	Cash Contribution ⁴
2024	\$449,875	\$627,887	\$1,077,762	\$7,393,516	\$695,136	\$382,626
2025	\$465,620	\$646,724	\$1,112,344	\$7,224,740	\$787,030	\$325,314
2026	\$481,917	\$666,125	\$1,148,042	\$7,024,537	\$873,500	\$274,542
2027	\$498,784	\$686,109	\$1,184,893	\$6,790,184	\$921,523	\$263,371
2028	\$516,241	\$706,692	\$1,222,934	\$6,518,757	\$994,156	\$228,778
2029	\$534,310	\$727,893	\$1,262,203	\$6,207,116	\$1,083,351	\$178,852
2030	\$553,011	\$749,730	\$1,302,741	\$5,851,889	\$1,146,136	\$156,605
2031	\$572,366	\$772,222	\$1,344,588	\$5,449,458	\$1,223,353	\$121,235
2032	\$592,399	\$795,388	\$1,387,787	\$4,995,940	\$1,321,978	\$65,810
2033	\$613,133	\$819,250	\$1,432,383	\$4,487,169	\$1,363,473	\$68,910
2034	\$634,592	\$843,828	\$1,478,420	\$3,918,676	\$1,425,920	\$52,501
2035	\$656,803	\$869,142	\$1,525,946	\$3,285,668	\$1,479,128	\$46,818
2036	\$679,791	\$895,217	\$1,575,008	\$2,583,007	\$1,521,883	\$53,125
2037	\$703,584	\$922,073	\$1,625,657	\$1,805,183	\$1,550,461	\$75,197
2038	\$728,209	\$949,735	\$1,677,945	\$946,290	\$1,595,169	\$82,776
2039	\$753,697	\$978,227	\$1,731,924	\$0	\$1,670,466	\$61,458

¹ Assumes 3.50% annual increase in normal cost and a static group of actives.

² Assumes 3.00% annual increase in amortization payment.

³ The projected benefit cost, or Pay-As-You-Go amount, is for the current group of actives and retirees and is shown for the calendar year. It does not include any future hires. It is not directly comparable to the funding contribution but is included for illustrative purposes only. It does illustrate, in the short-term, the estimated amount of claims costs for retirees. However, the retiree amount is expected to grow as new employees retire or become disabled.