

Correspondence received by the Concord Select Board
Week Ending – August 11, 2025

1. Tanya B. Gailus, 62 Prescott Rd.
2. Craig Awmiller, 27 Lang St.

Please note: The Select Board Correspondence Policy has been updated as of January 27, 2025. The letters posted here reflect the views and opinions of the author as recorded in the body of their email. Neither the Select Board nor Town staff have verified or reviewed the contents. The Select Board and the Town do not necessarily agree, condone, support or advocate the ideas expressed in these letters and have not verified any factual statements made in the letters.

From: tbarveyan <tbarveyan@yahoo.com>

Sent: Saturday, August 9, 2025 8:23 AM

To: Mark Howell <markhowell@concordma.gov>; Wendy Rovelli <wrovelli@concordma.gov>; Mary Hartman <mhartman@concordma.gov>; Cameron McKennitt <cmckennitt@concordma.gov>; Paul Boehm <pboehm@concordma.gov>; Shannon McAndrew <smcandrew@concordma.gov>

Subject: Public Shade Tree removal policies

Dear Members of the Select Board,

Re: the public shade tree removal request on Belknap St.:

Please base your decision *only* on viability and safety considerations. My comments below are no longer about the tree in question.

I would like to reiterate my urgent concern with allowing a public tree to be removed based on an applicant's offer to reimburse the removal cost.

This would be allowing an entity to remove a public amenity just by paying for the removal.

It would also set a precedent for other applications, even when a tree is more clearly robust; or if, say, a development project wants to remove several public trees in order to accommodate plans, such as for a driveway. Whereas in the past, there have been cases during the Tree Warden's public hearings, where plans for a development have been altered to make the tree removal unnecessary or to remove fewer trees.

In her letter, Ms. Hopewood, the applicant, states plans to plant a new tree, if a permit is granted.

That is nice, if a permit is granted.

As the *basis* for a permit, though, that, too, would set a problematic precedent for other applications.

As shown during many town discussions (PB, NRC), the sufficient equivalent replacement of mature trees is a complex matter requiring expertise, usually requiring multiple young trees to replace a large one. In any case hinging a public tree removal request on a replacement plan would also be allowing an entity to alter a public amenity.

Please base your decision only on safety and viability in order not to create an undesirable precedent. IF a permit is granted *only* on that viability and safety basis, then the plans to replace the tree will of course be a welcome step.

Allowing any compensatory gesture from an applicant to be the basis for a public tree removal permit would be a mistaken approach to removing a public amenity and a terrible precedent for future cases.

Thank you,
Tanya B. Gailus
62 Prescott Road

p.s. In an earlier letter, I referred to applicants paying for the public tree removal related costs. I wrote too hastily and was reflecting concerns others had raised. The idea was not that permits be granted as long as an applicant is willing to pay. Rather, it was about possibly refining the public shade tree regulations.

In the future, the Select Board may (or may not) wish to consider a general bylaw, whereby, after *independently* deciding on a permit for a public tree removal request based on safety or other unavoidable reasons, applicants are also to cover costs that result from granted permits. Note that the Tree Warden can - and does - automatically remove any public tree that is clearly a safety hazard or not alive.

p.p.s. On July 14th, you asked about mechanisms for the applicant to pay for the removal cost. The mechanism is irrelevant because accepting such a payment as a basis for the removal permission is itself objectionable, for the reasons stated in my letter.

That being said, I want to clarify something:

In an informal casual conversation with me, Mr. Weber, who supports the Belknap tree removal, mentioned a construction related tree fund. He may possibly have been referring to the Tree Preservation Bylaw's fund for peripheral *private* trees removed during new construction or large expansions.

I was on the Tree Preservation Subcommittee of the Planning Board in 2016-2017. We prepared the original version of the Tree Preservation Bylaw to protect some private trees that were until then with no protection whatsoever.

The Tree Preservation Bylaw applies to private properties and private trees. Before the Bylaw, a property owner could clear all the trees on the lot that were not public. Most of this happened during new construction and large expansions. The Bylaw is modest, and it only preserves trees on the periphery, only during such a process. There is an option to pay a fee to a tree fund based on the diameter of the tree, if a private periphery tree must be removed after all per the owner's discretion and expense. There may also be replacement options, all based on the sizes of peripheral trees removed. The Bylaw's purpose is to protect certain private trees that were until then completely unprotected.

Applying any similar system to public trees - i.e. allowing their removal in exchange for pay
-would in fact be removing their existing protections and their public status.

From: Pinkerton From the Pound <cstanleyawmiller@gmail.com>
Date: Monday, August 11, 2025 at 12:48 PM
To: Mark Howell <markhowell@concordma.gov>
Cc: info@concordagainstantisemitism.org <info@concordagainstantisemitism.org>, simon.cataldo@mahouse.gov <simon.cataldo@mahouse.gov>, concordcarliseschoolcommittee@concordps.org <concordcarliseschoolcommittee@concordps.org>
Subject: MOU Between Concord Public Schools and Concord Police Department

August 11, 2025

To: Mark Howell, Chair, Town of Concord Select Board

Re: Memorandum of Understanding Between Concord Public and Concord-Carlisle Regional Schools and Concord Police Department

Via electronic mail

Dear Select Board Members:

I am writing in regard to the above-mentioned “Memorandum of Understanding Between Concord Public and Concord-Carlisle Regional Schools and Concord Police Department,” hereafter referred to as “the MOU.” The MOU is currently available on the Town of Concord’s website. It does not appear to have been superseded by any subsequent Memos of Understanding. For your convenience, a copy of the MOU, downloaded from the Town of Concord’s website, is attached.

I wish to draw your attention to Section IV A. (1) (h). This section of the MOU addresses the “Mandatory Reportable Incidents” (MRIs) by which the Concord Public Schools (CPS) are obligated to inform the Concord Police Department (CPD) in the event of a known occurrence. Please refer to the attachment for the full definition of the MRI to which I have referred.

The June 4, 2025, Concord Bridge article “Updated: Supt. notes ‘unacceptable’ delay in reporting swastika to police, parents,” describes the actions taken, and not taken, by CPS officials following the discovery of swastika graffiti on the Concord-Carlisle High School Campus. If this description is accurate, multiple employees and administrators at CPS failed to abide by the MOU. It should be noted that the article does not mention the MOU or its contents. Rather, the article implies that contact

between the Concord Public Schools and the Concord Police Department occurs on a more informal, ad hoc basis.

To acknowledge that a failure to act is “unacceptable” is one thing. To admit that a failure to act is violative of an existing agreement with local law enforcement is another—and a failure to act upon a MRI is indeed violative.

It is well known that we live at a time of rising, and often violent, incidents of antisemitism. The mass shooting that occurred at the Tree of Life Synagogue in Pittsburgh, Pennsylvania on October 27, 2018, and the recent August 8, 2025, arson that occurred at the Congregation Beth El in Rutherford, New Jersey, are but two of the most grim reminders of the atmosphere in which we live. Synagogues and Jewish communities across the country rely upon maintaining a close relationship with local law enforcement. As members of the Kahal B'raira congregation in Cambridge, my wife and I regularly attended services at which representatives of local law enforcement are present. Concord itself is obviously not immune to this trend.

The failure of the Concord Public School administrators and employees--and, potentially, members of the School Committee--to abide by the MOU therefore goes well beyond a failure to adhere to the principles of “diversity, equity, and inclusion.” Rather, this widespread, cultural failure compromised the physical safety of all residents of Concord. The MOU is clear: there are to be no delays or exceptions in reporting. Likewise, the MOU does not allow for administrators or employees of the Concord Public Schools to assess the seriousness of the threat posed by the appearance of a symbol associated with hate crimes. That assessment of risk is to be made by law enforcement officials alone: an assessment of risk which cannot be made if law enforcement officials have not been provided with timely information.

I am, of course, well aware of the Office of Civil Rights (OCR) complaint filed by the Anti-defamation League (ADL) against CPS. CPS administrators and School Committee members have frequently stated that because of the investigation resulting from the complaint, they are unable to speak to issues raised in the complaint. This is unacceptable. The public is not necessarily aware of all of the issues that OCR is or is not investigating—and yet in terms of public safety, public safety issues should, by definition, be made entirely transparent to the public in real time.

I therefore request that the Select Board seek to make public any information that has been gathered in regard to the aforementioned failure to abide by the MOU.

Further, in order to better ensure public safety, I request that the Select Board conduct its own full investigation into the current MRI process between the CPS and the CPD, as well as into the Concord Public School employees and administrators past failures to abide by the MOU currently in effect. The results of this investigation should of course be shared with the public. In the event that the Select Board cannot conduct a full investigation as requested, clear and specific reasons must be given to the public to account for such inability.

Thank you for your time and attention,

Craig Awmiller
27 Lang Street
Concord, MA 01742
cstanleyawmiller@gmail.com

cc: Concord-Carlisle School Committee

Concord Against Antisemitism

Representative Simon Cataldo