



OLD NORTH BRIDGE

# TOWN OF CONCORD

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

## Select Board Meeting

Monday, October 6, 2025 at 6:00 PM

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

### Join Zoom Meeting

<https://us02web.zoom.us/j/85175010709?pwd=eArYoenACNjRTa3Caem4iFwwce5YI7.1>

Meeting ID: 851 7501 0709

Passcode: 905480

Dial In Toll-Free: 833 928 4608


	Time	Agenda Item
I.	6:00 PM	<i>Public Comment:</i> Public Comment is an opportunity for the public to address the Select Board on matters under consideration by the Select Board. Therefore, comments related to political campaigns are not appropriate. Public Comment is limited to up to 15 minutes, with no more than 3 minutes allocated to any one speaker. Public Comment is limited to items that are not on the agenda.
II.	6:15 PM	<p>Consent Agenda:</p> <ul style="list-style-type: none"> <li>a. Minutes: Approval: July 22, 2025; September 8, 2025; September 10, 2025; September 15, 2025</li> <li>b. Executive Session Minutes for Approval but Not Release: September 8, September 10, 2025; September 15, 2025</li> <li>c. Town Accountant Warrants: September 18, September 25, October 2</li> <li>d. Gift Acceptances: <ul style="list-style-type: none"> <li>i. D. Kim Reid and Manohar Panjabi of \$1,000.00 for the Council on Aging.</li> <li>ii. Concord Carlisle Youth Baseball Softball for \$7,700.00 for the maintenance of Ripley Fields.</li> </ul> </li> <li>e. One Day Liquor Licenses: <ul style="list-style-type: none"> <li>i. All Alcoholic Beverages for Jennifer Verrill of Verrill Farm for a Halloween Party on Saturday, October 18, 2025 from 5:30 PM to 8:00 PM at Verrill Farm, 11 Wheeler Road</li> <li>ii. All Alcoholic Beverages for Melissa Morton of Neillio's Gourmet Kitchen and Catering for the Concord-Carlisle Class of 1975 Reunion on Saturday, October 18, 2025 from 5:30 PM to 11:00 PM at Monument Hall, 62 Monument Square</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>iii. Wines &amp; Malt Beverages Only for Jennifer Albanese of the Nature Connection for the Nature Connection Annual Fundraiser on Thursday, October 23, 2025 from 5:30 PM to 9:00 PM at the Concord Scout House, 74 Walden Street</li> <li>iv. All Alcoholic Beverages for Tom Wilson of Wright Tavern for a Beer Garden Celebration for the Mass Provincial Congress on Saturday, October 25, 2025 from 11:00 AM to 7:00 PM at Wright Tavern, 2 Lexington Road</li> <li>v. Wine &amp; Malt Beverages for Jennifer Verrill of Verrill Farm for an event on Sunday, October 26, 2025 from 3:00 PM to 6:00 PM at Verrill Farm, 11 Wheeler Road</li> <li>f. Sunday Entertainment Licenses for the Jane Bailey of the Concord Orchestra for symphonic orchestra performances to take place at 51 Walden Performing Arts Center from 1:00 PM to 6:00 PM on the following dates: <ul style="list-style-type: none"> <li>i. Sunday, October 19, 2025</li> <li>ii. Sunday, February 1, 2026</li> <li>iii. Sunday, March 29, 2026</li> <li>iv. Sunday, May 12, 2026</li> </ul> </li> <li>g. Committee Nominations: <ul style="list-style-type: none"> <li>i. Julie Hirschler of 1381 Main St. as an Associate Member of the Library Committee for a term to expire May 31, 2028.</li> </ul> </li> </ul>
III.	6:20 PM	<p>Select Board Appointments:</p> <ul style="list-style-type: none"> <li>i. Agnes Lubega- Kalisa of 12 Nathan Pratt Dr., as the DEI Commission Representative to the Bias and Hate Incident Reporting Working Group for a term to expire at the conclusion of their work.</li> </ul> <p>Town Manager Appointments to be approved by the Select Board:</p> <ul style="list-style-type: none"> <li>i. Francis Cummings of 100 Newbury Court to the Climate Action Committee for a term that expires May 31, 2028.</li> <li>ii. Peter Nobile of 73 Coburn Hill Rd. retroactive appointment to the Commission on Disability for a term from June 1, 2024 to May 31, 2027</li> <li>iii. Jennifer Brooke of 31 Oxbow Rd. to the Commission on Disability for a third term to expire May 31, 2028 and to be exempted from APP#10 § VII (b).</li> <li>iv. Janet Beyer of 52 Authors Rd. to the Commission on Disability for a third term to expire May 31, 2026 and to be exempted from APP#10 § VII (b).</li> <li>v. Andrew Kirkpatrick of 94 Sorrel Rd. to the Commission on Disability for a partial term to expire May 31, 2026 for the purpose of staggering terms on the commission.</li> </ul>

		<p>vi. Laura Will of 1128 Old Marlboro Rd. to the Commission on Disability for a partial term to expire May 31, 2027 for the purpose of staggering terms on the commission.</p> <p>vii. Robert Simon of 13 Davis Court to the Commission on Disability for a partial term to expire May 31, 2027 for the purpose of staggering terms on the commission.</p>
	6:25 PM	Chair's Report
IV.	6:30 PM	Town Manager's Report
V.	6:35 PM	<p>Discussion and Vote: Beede Center Addition – Maisey O'Donnell Dry Land Training Center Presentation</p> <p>Presenters: Betsy O'Donnell, Christoph O'Donnell, Tracey Bird, (Harvard Diving Coach), Sandy Smith, Henry Dane (C.C. Pools, Inc.)</p>
VI.	7:00 PM	<p>Discussion and Vote: Approval of Book Donation by Richard Forman valued at \$30,000.00, which is the estimated production cost of 1,000 copies.</p> <p>Presenter: Delia Kaye, Natural Resources Director</p>
VII.	7:05 PM	<p>Discussion: Process and Possible Changes to Process for Election Packet Mailings</p> <p>Presenter: Kaari Tari, Town Clerk</p>
VIII.	7:15 PM	<p>Interim Update: Tax Relief Evaluation Task Force</p> <p>Presenter: Lynn Salinger, Co-Chair and Ellen Quackenbush, Co-Chair</p>
IX.	7:30 PM	<p>Discussion and Vote: Bias and Hate Incident Working Group Appointment and Nominations:</p> <ol style="list-style-type: none"> <li>1. Discussion and appointment of Select Board Representative to the Bias and Hate Incident Working Group</li> <li>2. Discussion and nomination of the community member(s) to serve on the Bias and Hate Incident Working Group</li> <li>3. Discussion: Progress Update Working Group Charge</li> </ol> <p>Candidates: Jennifer Bell, Deborah Dorfman, Dan Hart, Rob Morrison, Linda Skolnik, Bill Sones</p> <p>Presenters: Paul Boehm, Select Board Member and Mark Howell, Select Board Chair</p>
X.	7:45 PM	Discussion and Vote: Approve Merit Increase for the Town Manager

		Presenter: Mark Howell, Select Board Chair
XI.	7:55 PM	Select Board Liaison Reports
XII.	8:00 PM	Executive Session under M.G.L. c. 30A, § 21(a)(6) to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body and not return to Open Session
XIII.	8:15 PM	Adjournment

*\* Times are approximate and subject to change*

<b>Upcoming Meetings:</b>		
Monday, October 20, 2025	Monday, October 27, 2025	Monday, November 17, 2025
	<p>The Town of Concord endeavors to make public meetings accessible to all members of the community. To request a meeting accommodation or modification, please contact our ADA Coordinator Jessica Porter at <a href="mailto:jporter@concordma.gov">jporter@concordma.gov</a> or at 978-318-3028. Please make any requests for accommodation or modifications at least two (2) business days prior to the scheduled meeting.</p>	

Please see the Town of Concord website at [https://concordma.gov/739/Vacancies---Member Positions](https://concordma.gov/739/Vacancies---Member-Positions) to learn about volunteer opportunities on boards and committees.

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Minutes  
July 22, 2025**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a joint meeting with the Concord School Committee and Concord-Carlisle School Committee on Tuesday, July 22, 2025 via Zoom only.

Present were: Mark Howell, Chair, Wendy Rovelli, Clerk, Paul Boehm, Mary Hartman, and Cameron McKennitt

**Call to Order**

Chair Howell called the meeting to order at 6:00 PM. Mr. Howell confirmed that members present were himself, Mr. Boehm, Ms. Hartman, Cameron McKennitt and Ms. Rovelli.

**Opening Statements**

Mr. Herchek and Ms. Marano prepared a joint Concord School Committee and Concord-Carlisle School Committee statement read by Mr. Herchek which addressed the civil rights complaint that alleged antisemitism within Concord schools. Both Chairs acknowledged the community's frustration, sadness, and reaffirmed the School Committee's commitment to provide a safe academic experience for all students. They pledged to review current policies, programming, training, and work with the community to combat antisemitism, both inside and outside of schools.

Ms. Marano added half of the committee members are new, which creates an opportunity to address acts of hate from new perspectives, though still require community-wide effort since most of a student's day is spent outside of school. She thanked the Select Board, Representative Cataldo, Chief of Police Thomas Mulcahy, District Attorneys Ryan and Tobin for participating in the meeting. Ms. Marano reminded attendees that most of the committee's work happens behind the scenes, and privacy laws protecting minors limits the information that can be publicly disclosed.

Mr. Howell addressed the community's concerns about antisemitic acts, hateful speech, and acknowledged the Select Board's commitment to being attentive and responsive to the issue. He stated the primary goal for the evening was to hear the community concerns, offer initial reactions, and continue the discussion at a future meeting.

**Superintendent Update and Next Steps**

Dr. Hunter shared a sincere apology for the pain caused by recent antisemitic incidents and acknowledged that communication about the incident had been challenging and limited. She affirmed the school's commitment to ensure all students feel safe and included, otherwise effective learning cannot happen. Dr. Hunter stated previous incidents were handled privately due to disciplinary and privacy laws, but the schools need a clear, more collective strategy. In

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response to the incidents, she contacted organizations the district has partnerships with including the ADL, the Lapin Foundation, the JCRC of Greater Boston, and local rabbis. She emphasized the importance of listening and understanding to better strategize to reach both students and adults. Dr. Hunter viewed the situation as a catalyst for a community-wide conversation and welcomed the opportunity to partner with everyone to find a solution.

**Discussion on Antisemitic and Hate Incidents**

Representative Simon Cataldo, member of the Massachusetts Special Commission on Combating Antisemitism, shared some of the Commission's findings and recommendations. The report revealed antisemitism is widespread and increasing statewide in schools; prior findings were underreported; there is a lack of centralized tracking; and victims fear retaliation for reporting incidents. As a result, Jewish and Israeli students and families have experienced mental health distress. The commission found anti-bias and DEI programs insufficiently cover antisemitism; educators lack training on identifying and addressing antisemitism; and Holocaust education didn't adhere to the 2021 Genocide Education Law. Rep. Cataldo shared the recommendations including integrating antisemitism into digital literacy education; implementing mandatory anti-bias and antisemitism training for school staff; train mental health personnel to support Jewish students; and ensure transparent reporting policies for hate incidents.

District Attorney Paige Tobin presented an overview of the Family Educational Rights and Privacy Act (FERPA) to address the community questions about sharing information. Ms. Tobin explained FERPA and Massachusetts student record regulations, controls how student records are collected, maintained, and distributed. The law requires school districts to protect the privacy and security of educational records and prohibit the disclosure of personally identifiable information without a parent's or eligible student's written consent. Ms. Tobin stressed even if a student or family publicly shares information from a student record, the school district is still legally barred sharing student records.

Concord Police Chief Thomas Mulcahy offered the police department's full support as community leaders. Chief Mulcahy stated the existing protocol for reporting incidents includes notifying the District Attorney's office, the human rights council, the Anti-Defamation League, and the Attorney General's office. Chief Mulcahy reiterated the department's commitment to collaborating with all community leaders.

Middlesex County District Attorney Marian Ryan distinguished between feeling safe and being safe, noting hate incidents comprise both aspects, even if they don't meet the legal definition of a hate crime. In the past four years, 160 hate crimes were prosecuted, but many hurtful incidents don't meet the legal standard for prosecution. The D.A.'s office has implemented an anonymous online reporting form for hate incidents on their website, [middlesexda.com](http://middlesexda.com). and offers programs that clarify what constitutes a hate crime and how to respond to hateful acts.

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The District Attorney's office is proposing legislative amendments to address current loopholes, such as the property ownership requirement for hate crime charges; an amendment to mandate education programs for offenders; and the use of restorative justice to hold offenders accountable. Ms. Ryan concluded by reiterating the strong collaboration among local leaders and law enforcement as a promising path forward.

**Public Comment**

Parashar Patel described the events as shocking and disturbing and suggested a broad conversation about what the entire community, not just schools, can do. He praised the comments on the wider community's role, suggesting children may be hearing these harmful ideas from friends or at home. Mr. Patel asked for clarification on existing procedures for bullying incidents, specifically if the parents of the accused students are contacted.

Ed LeClair believes the entire community, including schools, churches, and the Select Board must be willing to be uncomfortable to solve the problem. Mr. LeClair feels discomfort is a necessary part of confronting both overt and subtle prejudice and he noted previous speakers did not use the words antisemitic or Jewish hatred. He requested everyone stop dancing around the issue and state clearly that students are being bullied because they are Jewish. Mr. LeClair expressed hope that community members would work together to resolve the issue.

Craig Awmiller advocated restorative justice as a necessary path forward for the community. Though the process might be uncomfortable for town leaders, he insisted the community has specific questions that deserve specific answers. Mr. Awmiller feels true restorative justice involves not only listening, but also accountability. He expressed skepticism about the sincerity of leadership that only listens within restrictive parameters, and he asked leaders to embrace and commit to the restorative justice process.

Melinda Coolish, mother of a senior and member of the Jewish community, shared her family's experience, which did not involve incidents from the formal complaint, but marked a sense of hopelessness and marginalization. In first grade, a bus driver organized a Christmas-themed activity that made her Jewish children feel excluded. Ms. Coolish explained her children felt they could not speak up for fear of being blamed for disrupting a beloved activity. She stated this pervasive passivity, and inaction creates a breeding ground for more severe incidents of antisemitism by signaling it's acceptable to leave out Jewish kids. Ms. Coolish shared the long-term impact, noting her children consider the percentage of Jewish students before applying to college, to not feel marginalized.

Jodi Sperber, eighth grade parent and member of the Jewish community, agreed on the impact of antisemitism on families. Ms. Sperber proposed three immediate actions: first, to explicitly name and acknowledge antisemitism; second, to provide a time-bound roadmap with specific steps for the next three to six months; and third, to clarify the distinction between antisemitism and

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political speech. She concluded by stating that this is not a political issue but one of safety, dignity, and belonging for Jewish students.

Mark Girolimetti expressed frustration that despite raising alarms for a year, the community is stuck in a cycle of repeating mistakes. Mr. Girolimetti shared his conversations with Jewish, Black, LGBTQ, and mixed-race families revealed experiences with bullying and exclusion that were identical, causing the same trauma. He stated the words inclusion and equity are meaningless without consequences for acts of hate and insisted the community stop tolerating a culture of hate and silence and take immediate, decisive action.

Deborah Dorfman, an attorney who represents children with disabilities and a member of the Jewish community, expressed her disappointment that antisemitic hate is still prevalent today. She urged town and school leaders to commit to making lasting changes, not just temporary fixes. Ms. Dorfman stressed the need for consistent follow-up and monitoring to ensure all measures are effective and meaningful. She concluded by stating that transparency is crucial for repairing the community's damaged trust.

Wilson Odoman, Concord-Carlisle High School senior, felt the school's initial response to antisemitism was inadequate and he recalled an email and assembly that addressed swastikas drawn in bathrooms, which gave the impression of an isolated incident. Mr. Odoman stated the response failed to acknowledge the deeper issue of widespread and persistent bullying, which included students forming Team Hitler and performing Sieg Heil gestures in the hallway. He asserted these were blatant acts of antisemitism and criticized the administration for its failure to take disciplinary action against known perpetrators. One victim was removed from a classroom as part of a safety plan while the perpetrators remained. Mr. Odoman proposed two key actions: first, immediate and proper application of existing disciplinary actions against the perpetrators; and second, the creation of a working committee of students, faculty, and community members to develop an action plan from the ground up, not top down.

Scott Smigler expressed concern the antisemitism students are experiencing are not isolated incidents but part of a systemic issue affecting all Jewish students. Mr. Smigler mentioned a school assembly where an adult challenged the data on antisemitism, leading to cheers from the student body. He asked school leaders to imagine being a Jewish student in that moment and he questioned why adults did to stop the dissent; are the concerns about staff behavior isolated or indicative of a wider pattern; are school leaders transparent about the depth of the issue; and what actions will be taken.

Brian Farber asked what the general protocol and sanctions for students who commit antisemitic hate? How many students have left the school in the past five years due to bullying? He requested a timeline for the collection of data on Jewish student sentiment and asked how the

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school would handle anti-Israel content approved by the MCAS. Mr. Farber asked what would happen if the teachers' union opposed mandated antisemitism training.

Jay Abelowitz, Concord resident, felt the response to antisemitism was inadequate. After October 7th, the district was slow to issue a statement of support for Jewish students, despite making prompt statements on other events. He emailed the Superintendent and the DEIB director, but only the Superintendent replied. Mr. Abelowitz criticized the DEIB department and its website that offers a single link to the ADL, despite Jews being the targets of 70% of religious hate crimes. He feels the Massachusetts Teachers Association spreads anti-Semitic, anti-Israel materials to educators, which seeps into the classroom. Mr. Abelowitz asked how many antisemitic incidents were reported last year, what actions were taken, and what support was provided.

Hope Rubin, Sawmill Road in Concord, a member of the Jewish community, expressed outrage at the news of pervasive antisemitism at the Concord Middle and High Schools. Ms. Rubin feels the lack of response failed students and allowed antisemitism and racism to go unchecked. Ms. Rubin requested four specific changes: first, a clear and unequivocal standalone statement from Dr. Hunter and each school committee member condemning antisemitism by name; second, for the Select Board to work with the Jewish community on a town proclamation against antisemitism; third, a detailed plan for the start of the 2025-2026 school year that clearly states the reporting mechanism and consequences for employees and students who engage in such behavior; and fourth, she asked for immediate reporting of all antisemitic and racist incidents to the police and the community.

Kim Frederick, 166 Main Street, and mother of a CCHS senior and a Concord Middle School seventh grader, both who are Jewish and African American asked her daughter about the recent antisemitism case. She responded by asking if they could address the fact she hears the N-word every day. Ms. Frederick expressed support for more reporting mechanisms, education, and restorative justice, which she believes can create teachable moments.

Michael Amster recalled a painful experience from 25-30 years ago when his 10-year-old son was told that Jews killed Christ, emphasizing that a child that age doesn't come up with such ideas on their own. He argued that education must extend to parents, and these efforts must begin in elementary school, not just high school.

Leela Jacobson, acknowledged communities are struggling with rising antisemitism but felt Concord's response was unacceptable. Ms. Jacobson requested the leadership admit mistakes and move forward with a purposeful course of healing and action. She echoed previous calls for a detailed plan, with clear and immediate consequences for hate, and for the establishment of a robust reporting mechanism. She stressed the need for mandatory, professional training for all faculty and staff to address both explicit and invisible bias.

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Pamela Dritt, Concord resident, suggested the community be provided transparent information about what happened, without revealing the identities of the students. Ms. Dritt spoke about the tribal nature of humans and the importance of not conflating criticism of Israel with antisemitism. She shared a lesson from her son's first-grade teacher. Using autumn leaves, she showed the students their initial groupings were not fixed, and they could find ways to be more inclusive, unifying aspects of humanity. Ms. Dritt concluded by suggesting this type of lesson could serve as a core curriculum for both adults and children.

Andrea Foncerada expressed concern over the report documenting recent incidents, many of which occurred in front of other students. Ms. Foncerada wondered, how did these other students respond in the moment? Were students intervening when they witnessed this behavior? Perhaps understanding reactions can help determine how pervasive the issue is and how students are experiencing the overall school climate, which is crucial for fostering meaningful and lasting cultural change.

**Joint Board Reflection**

Mark Howell acknowledged the community needs to move past being “just fine” and directly confront the problem of hate. Mr. Howell expressed a commitment from the Select Board to address the issue and focus on how to change community expectations for everyone to prevent such incidents from occurring.

Michael Williams thanked the public for providing clear direction and emphasized the need to act quickly and smartly. He was disturbed by the allegations in the complaint filed with the Department of Education's Office of Civil Rights. The incidents and sentiments shared by members of the Jewish community and others have deepened his personal distress. Since the complaint was made public, he has been reminded of the fear, anger, and helplessness one feels when targeted and under threat. He is relieved to stand with his colleagues and other municipal leaders to begin addressing the issue in the schools and community. He extended his hand to all who are hurt or feel threatened. The hateful actions and rhetoric of ableism, antisemitism, homophobia, transphobia, racism, and religious intolerance divide us all, and we cannot let it continue. This complaint and this moment are a gift because the urgency compels us to act. Mr. Williams committed to working with the committee, public leaders, faith leaders, and the community to bring about change.

Paul Boehm, a grandparent and member of the Kerem Shalom synagogue, spoke on behalf of Concord's Jewish community. He acknowledged the large online attendance and expressed his commitment to addressing hate incidents. Mr. Boehm asserted a lack of transparency has harmed the community, and while he appreciated signs of progress, he lamented it took an ADL complaint to shed light on the issue. He advocated for full transparency without breaching privacy, suggesting that anonymity could be maintained in reporting. Mr. Boehm applauded Dr.

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Hunter's initiative to update the school's incident data dashboard as a crucial step, believing it needs to be expanded town-wide to rebuild trust damaged by the April Swastika incident and the ADL complaint. He emphasized the necessity of improved school policies, procedures, and awareness training and called on the school committee to work collaboratively as a community to improve transparency, timely information flow, and overall communication.

Sandeep Pisharody emphasized there is no place for antisemitism in schools, viewing its condemnation as a moral imperative, not a political act. Mr. Pisharody stressed safety is fundamental to learning, and if Jewish students don't feel safe, they can't fully engage or grow. He supported addressing the specific complaint with care while also aiming to rebuild community confidence, strengthen policies, and restore trust through ongoing dialogue.

Mary Hartman underscored the moral imperative to condemn antisemitism in schools, stating it should not be considered a political act. She emphasized a sense of safety is fundamental to learning, and without it, Jewish students cannot fully engage or grow. Ms. Hartman stated discrimination is a town-wide problem, as children often mirror adult behavior and she urged the community to reflect on their own conduct. She called for the community to be hopeful but not naive, advocating for swift action to resolve issues.

Carrie Rankin emphasized the importance of listening, particularly to community members who have voiced their concerns online. She has had numerous conversations with people across the community and has thoroughly reviewed all public statements, press coverage, letters to the editor, and materials from organizations like the ADL. Describing the process as painful, Ms. Rankin asserted the incidents under investigation should not have occurred and offered a sincere apology to the affected families and students. Expressing a genuine belief that we can do better and that we must do better, she hoped the joint meeting would demonstrate a collective resolve to act and make real change.

Wendy Rovelli condemned all acts of hate and bias in the community. She expressed optimism, that there are many available best practices and resources that the community should leverage. Ms. Rovelli reminded the Select Board of their commitment to providing education and training for both staff and the wider community. She emphasized the need for broader outreach, suggesting that students in private schools and residents who frequent the library may need support. Expressing regret that the conversation was necessary, she concluded by affirming everyone is equally committed to addressing the issue in the most effective way.

Ayesha Lawton expressed her support for the Jewish community, condemning all forms of hate. Drawing from her personal experience as a victim of hate in Concord, she lamented that the community is still having this conversation. Ms. Lawton emphasized the need for 100% transparency and uniformity in how hate incidents are addressed, advocating for a swift, positive response. She called for open lines of communication and a strong working relationship with the

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Concord Police Department, urging a more aggressive approach, including pressing charges when necessary. She concluded this kind of behavior, which has been ongoing for over 20 years, needs to end.

Mr. McKennitt thanked everyone who has spent time organizing this meeting and thanked everyone participating in the discussion. Mr. McKennitt stated that antisemitism has no place in our community or in our schools, and that the use of hateful language, whether out of ignorance or intent, reflects real harm and it's unacceptable. Mr. McKennitt noted that as Representative Cataldo stated, antisemitism is rising across the country and that it's found our way into our schools. Mr. McKennitt said that we need to support our affected students and make sure that we have a clear and effective response. Additionally, Mr. McKennitt apologized to the Jewish community of Concord and Carlisle, and everywhere, that they have been subject to these antisemitic acts and symbols of hate. Mr. McKennitt voiced his commitment to seek the best ways to address these issues and if you'd like to share your experience, ideas, or just to be heard, he's available and wants to be active in this process.

Lynette Kelleher expressed sadness that the meeting was needed. Ms. Kelleher reaffirmed that Carlisle, its school committee and administrators, stand in support of Concord and are ready to work together. She emphasized the importance of unified training for students from both towns, who attend high school together, to ensure they become good students and citizens.

**Adjournment**

Chair Howell adjourned the meeting at 7:20 PM.

**Meeting Materials:**

[Select Board Meeting Recording for July 22, 2025](#)

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Meeting Minutes  
September 8, 2025

Approved / /25

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in person on Monday, September 8, 2025 at 6:00 PM at the Concord Municipal Light Plant, 1175 Elm St. The meeting was available for public access in person and via Zoom.

**Call to Order**

The meeting was called to order at 6:09 PM. Chair Howell declared all Select Board members were present.

**Public Comment**

Matton Kamon, resident of 189 Hawthorne Lane, spoke on the topic of antisemitism, racism, hate, bias and bullying in town and at the schools. Mr. Kamon requested that the Select Board and School Committee launch an unbiased, independent investigation regarding the mistakes that have been made and root causes of these issues.

Joe Palumbo, resident of 90 Blackhorse Place, speaking on behalf of himself, thanked the Select Board for continuing to provide leadership to the community on the topics of antisemitism and hate and further Mr. Palumbo said that it was helpful to have Mr. Boehm speak at the Anti Hate Rally. Additionally, Mr. Palumbo expressed concern that there is still not a developed protocol for reporting incidents that occur at schools in Concord and he stated that on the most recent agenda, the School Committee does not have antisemitism and hate as topics to address. Concerned residents are meeting one on one with School Committee Members to impress the importance of this topic and Mr. Palumbo encouraged the Select Board members to reach out to the School Committee members to impress the importance of this topic.

**Consent Agenda**

- a. Minutes: August 25, 2025
- b. Executive Session Minutes for approval but not to be released: August 11, 2025, August 25, 2025
- c. Town Accountant Warrants: August 28, 2025, September 4, 2025
- d. One Day Bingo License for Deb Abrahams-Dematte of the Tremont School for the Tremont School Bingo Night on Friday, October 24, 2025 from 6:30 PM to 9:00 PM at the Tremont School, 575 Virginia Road
- e. One Day Liquor Licenses:

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- i. Wines & Malt Beverages Only for Betsy Parrot of the Belmont Hill School for the Golf Tournament for Financial Aid on Monday, September 29, 2025 from 6:00 PM to 8:00 PM at Concord Country Club, 246 ORNAC
  - ii. All Alcoholic Beverages for Deb Abrahams-Dematte of the Tremont School for the Tremont School Bingo Night on Friday, October 24, 2025 from 6:30 PM to 9:00 PM at the Tremont School, 575 Virginia Road
- f. Committee Nominations:
- i. Stuart Ikeda of 35 Allen St., Arlington to the Economic Vitality Committee for a term to expire May 31, 2028 and to be exempt from APP #10, Residential Requirements

Executive Session Minutes for 8/11/25 and 8/25/25 were removed from the Consent Agenda along with Open Session minutes from 8/25/25 due to lack of time to review and additional edits that need to be made.

Upon a motion duly made by Ms. Rovelli and seconded, it was UNANIMOUSLY **voted:** to approve the consent agenda less items a. and b.

### **Select Board Appointments**

Upon a motion duly made by Ms. Rovelli and seconded, it was UNANIMOUSLY **voted:** to correctively appoint Sandeep Pisharody of 236 Hayward Mill Rd as the Concord Public School Committee Representative to the Financial Audit Advisory Committee for a term to expire May 31, 2026.

### **Chair's Report**

Chair Howell acknowledged Ag Day and thanked Ms. Reichman for her support with setting up the Select Board table. Chair Howell also thanked the Town Manager for the project report that was found in the Select Board packet. Additionally, Chair Howell announced that the topic of remote meeting security will be discussed at this meeting.

### **Town Manager's Report**

Ms. Lafleur encouraged the community to go to the Town of Concord website, where there is a button labeled [Stay Connected](#) on the left-hand side. This will direct the user to the communications page where there is the option to [sign up for Concord Currents](#)

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along with other communication resources including the Deputy Town Manager's [podcast](#).

Ms. Lafleur reviewed the [Town Manager's Report](#) and informed the Select Board that the formatting of the document is being developed.

Additionally, Ms. Lafleur shared that Kevin Pickering has been appointed as the new Building Commissioner for the Town of Concord, Brian Whitney has been appointed as the Fire Chief for the Town of Concord and an offer has been accepted from a candidate for the CIO position; a hiring announcement will be made shortly. The new CIO is scheduled to start on September 29.

The Natural Resources Director issued a wetlands violation notice to 106 Elm St. due to work being done on the river front.

The Light Board will be meeting on Wednesday, where they will be conducting a rate hearing and they will also be receiving a presentation on network geothermal. The Public Works Commission is meeting on Wednesday where they will discuss solid waste recycling and will hold a rate setting hearing. The Personnel Board is also meeting on Wednesday.

In response to Ms. Hartman's inquiry, Ms. Zammuto provided the Select Board with more information regarding finding a location for cell infrastructure in West Concord, zoning barriers and improved coverage for schools. The Town of Concord is potentially considering a mono – pole at Rideout Park as a location for new cell infrastructure. Ms. Zammuto shared that there is continued work with Verizon on the Umbrella Arts Center site for cell coverage, including work on a lease. Wireless Edge Towers, who will be building the tower near the land fill, is working on pre permitting requirements and subleases with carriers. Construction will start in 2026 on the Small Cell Project. The Town of Concord is looking to potentially adjust some zoning to allow for cell infrastructure, however is focusing on looking at municipal sites that would not have complex zoning barriers. As far as timing for cell improvement, Ms. Zammuto will return to the Select Board with more specifics including the permitting process timeline. Additionally, Jason Bulger weighed in on the challenges that exist due to lack of access to fiber, undergrounding of infrastructure/ lack of available poles and carriers investment cost / benefit analysis. Ms. Rovelli requested that an update on cell coverage be included in the next project update.

**Update on MCI Concord Wastewater Treatment Acquisition**

Presenter: Alan Cathcart, Director of Public Works

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Mr. Cathcart provided an overview and planning discussion concerning the MCI - Concord Wastewater Treatment Plant, its infrastructure, and the potential for redevelopment on adjacent land for residential and municipal use.

Mr. Cathcart's presentation provided a visual description of TR-16, which provides guidance for residential development in relation to wastewater treatment plants and further Mr. Cathcart pointed out that there are about 4.6 acres of property that fall within the zone that would not be ideal for housing, however that would be ideal for trails and parking areas. Additionally, he pointed out the location of flood plains and wetland buffers, which are not buildable. Mr. Cathcart pointed out another area of the parcel that is about 4 acres, which will need to be reserved for new sewer line installation and for an easement to connect the farm, state police, and Department of Transportation to the system. Mr. Cathcart feels that the town is ready to start communications with DCAMM regarding the portion of the parcel that it is interested in, which potentially could include the sand bed area that would allow for expanded use capacity. The Land Use Working Group will consider if there are any portions of the parcel that would be ideal for municipal / public works use.

Chair Howell reported that a letter to extend negotiations through August 2026 was sent to DCAMM and has received a positive response. Ms. Hartman raised concern about the impact on sewer rates for current users, who are primarily located in the downtown area. Currently, about one-third of the town is on the public sewer system. The proposed plan is to assess costs to the Sewer Improvement Fund, which pools fees for expansion, so that the financial burden does not fall onto the backs of the current sewer users. Mr. Cathcart explained that operating costs and sludge management are offset by user fees. In response to Chair Howell's question about costs, Mr. Cathcart responded that state agencies often operate on a "fix on failure" model, which differs from how towns maintain infrastructure and further Mr. Cathcart estimated that the cost of connecting to the system is about \$3 million. Mr. McKennitt inquired about access challenges, which are illustrated as conceptual ideas on the plans. Chair Howell shared that surrounding road infrastructure is in the planning phase and that phase two environmental studies on this property will have to be completed. In response to Ms. Rovelli's question about environmental studies, Mr. Cathcart stated that limited environmental work has been done by the Town of Concord on groundwater infiltration and that further environmental work will be done in collaboration with DCAMM.

**Review of Hybrid and Virtual Meeting Security Options, Automated Minutes/  
Transcript tools, Recording Practices and Retention**

Presenter: Jason Bulger, Director of CMLP and Acting CIO

Mr. Bulger began by noting the increased reliance on remote participation since 2020 and provided an overview of "Zoom bombings," highlighting the potential for

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psychological harm to those who witness such events. There have been under ten Zoom bombings during the Town of Concord Zoom meetings in the past year, and some of which have been classified as hate-biased incidents. A distinction was made that negative speech at a public meeting is not considered a Zoom bombing. Mr. Bulger went on to discuss technical solutions that can be used to prevent these incidents, however there can be community pressure against implementing strict security settings or using the webinar format. A list of Zoom settings that should be turned off for meetings was provided. It was also noted that many boards and committees do not have a dedicated staff representative, which can make managing the meetings in real time difficult. In response to an inquiry, Mr. Bulger stated that Microsoft Teams has similar security functionality to Zoom but does not provide direct feed to Minuteman Media. The high cost of additional Zoom licenses was discussed. Mr. Bulger informed listeners that when a Zoom bombing occurs, IT needs to be notified immediately so they can contact Minuteman Media and the police. The town will implement biannual training for everyone who uses Zoom, including all board and committee members. A suggestion was made for a self-service training option to improve accessibility. Mr. Bulger went on to discuss how AI can be utilized as an assistant in creating meeting minutes but that it is not a replacement and he then showed how to utilize Notebook LM to create a foundation for minutes. Recordings of meetings that are used to prepare the minutes should be retained until the minutes are approved. In order to destroy old meeting recordings, one would have to petition the state records officer and provide justification. Zoom meetings are retained for 90 days. If a recording is not transferred to Minuteman Media, access to it could be lost without notice, especially as platforms like YouTube may not remain free forever. The topics from this presentation will be discussed at the upcoming chairs' breakfast. Follow-up action will include arranging the training for boards.

**Discuss and Vote Approval of the Letter to Joint Committee on Revenue to support Real Estate Transfer Fee**

Presenter: Mary Hartman, Select Board Member

Ms. Hartman indicated that the Joint Committee on Revenue hearing is scheduled for tomorrow to address the topic of the Real Estate Transfer Fee. The Real Estate Transfer Fee allows for a predictable and reliable fund that can be used to build affordable housing.

The Town of Concord filed the original home rule petition six years ago, following a recommendation made eight years ago. It was passed at the Concord Town Meeting in 2019 and subsequently renewed in 2023. Ms. Hartman requested that the Select Board support the letter which supports the petition.

Mr. McKennitt voiced his opposition to the letter, stating that he is opposed to imposing a new tax on the citizens of the Town of Concord for many reasons including that the

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property tax has gone up 12% since the 2023 Town Meeting and that there are two proposed, significant housing developments in West Concord that will add over 400 units and push Concord subsidized housing inventory to 16.2% with additional housing developments being planned. Mr. McKennitt completed his statement of opposition by stating that he is opposed to an additional two million dollars a year in taxes imposed on the Town of Concord residents.

Ms. Hartman provided clarification that while there were new permits taken out to build single family homes, there have not been any additional new single-family homes added to the Town of Concord inventory since 2005, additionally Ms. Hart clarified that the data presented on subsidized housing has not been realized as of present; stating that in the last four years there have only been seven additional affordable units added to the housing inventory. Mr. Boehm and Chair Howell discussed that the average tax (Real Estate Transfer Fee Tax) for an average home sale would be around \$4,000.00, while Chair Howell emphasized that a goal has been to identify ways to lower the cost of building affordable housing, that CPA funds are the current means for financing affordable housing, and that this letter restates the Town of Concord's support for the Real Estate Transfer Fee.

The need for new funding was highlighted by Ms. Hartman, who stated that in the past four years, only seven affordable units have been created in the Town of Concord across all levels of affordability. Chair Howell commented on the high cost of developing affordable housing, estimating that even \$2 million a year would only produce two to three affordable units. The discussion centered on needing more units at a lower affordable cost. Currently, Community Preservation Act funds are used for affordable housing.

Ms. Hartman advocated for the petition, stating that the new revenue source would be predictable, which is an advantage over CPA funding that is not predictable or reliable. Chair Howell clarified that the amount of money involved is less than a single year's CPA assessment on a home purchase, while Mr. McKennitt countered that alternatively it can be seen as an additional \$2 million tax.

Upon a motion duly made by Ms. Rovelli and seconded it was **voted:** to approve the letter to the Joint Committee on Revenue to support Real Estate Transfer Fee as included in the Select Board meeting packet.

The motion passed 4-1, with Mr. McKennitt voting nay.

**Continued Discussion on Select Board Actions in Response to Antisemitic and Hate Incidents and Discuss Draft Working Group Charge**

Presenter: Mark Howell, Select Board Chair and Paul Boehm, Select Board Member

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Chair Howell led the discussion about the draft charge for establishing a working group in order to develop a community incident reporting system.

Mr. McKennitt shared that he did research on existing reporting systems and informed the board of his findings, which included the Massachusetts Commission Against Discrimination reporting system, the Civil Rights Division of the U.S. Department of Justice reporting system, the District Attorney reporting system and the ability to report to the police and the schools. Mr. McKennitt would like the working group to evaluate the existing systems. In addition, Mr. McKennitt identified four towns that appear to use the same form for reporting incidents, and he expressed a desire to know where this form originated from. Mr. McKennitt pointed out that the entire premise of creating the working group assumes that the existing reporting systems are not sufficient for the community's needs.

Mr. Boehm reviewed the draft charge and agreed with Mr. McKennitt that it is important to examine the existing reporting systems but also examine what the purpose and the goal of having a reporting system would be. The draft charge recommends a working group that consists of community members, a representative from the DEI Commission, a representative from the schools and a representative from the Select Board and it also outlines seven objectives. The group would be given three to six months to complete its work and then will present its findings and proposals to the Select Board. Chair Howell specifically requested that a clear end date would be established for the group's work.

The Select Board members provided feedback on the scope and wording of the charge:

Ms. Hartman expressed concern that the charge was too narrowly focused on antisemitism and suggested that it should be broader in scope, a point with which Ms. Rovelli agreed. Following this feedback, Mr. Boehm agreed that the wording should be broadened to be more inclusive and suggestions were made on how to amend the charge to reflect this broader focus.

Mr. Boehm noted that collaboration with the schools would be particularly useful because the schools already have an existing reporting system. The discussion concluded with a clear set of action items:

1. Mr. Boehm will revise the charge's wording to be broader.
2. The Select Board will meet the following week to discuss the revised charge.
3. A vote may be held next week to determine which Select Board member will join the working group.

Chair Howell suggested that volunteers can begin expressing interest in joining, acknowledging that the nomination and appointment process takes time. Additionally further communication with the school district is important in order to identify the

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representative for the schools. Ms. Hartman expressed that it would be ideal if the school district nominee is a voting member.

**Liaison Reports**

Chair Howell briefly mentioned the letter from the West Concord Advisory Committee that was sent to the Select Board in support of the purchase of Lot A1 of the Center and Main St. development. to construct a “pocket park.” This letter is posted under “Correspondence Received” on the Select Board page.

Ms. Hartman shared that she is going to work with the Ag Committee to build awareness about preserving farmland and increasing the availability of housing for farmers.

Mr. Boehm shared that the 2229 Main St. Advisory Committee is meeting at the end of next week. Mr. Boehm has requested that the Advisory Committee develop a communication plan.

Upon a motion duly made by Chair Howell and seconded, it was UNANIMOUSLY **voted:** to adjourn the meeting at 7:58 PM.

**Meeting Materials:**

[Select-Board-Meeting-Packet---September-8-2025](#)

[Meeting Recording September 8, 2025](#)

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**Approved / /25**

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 2<sup>nd</sup> floor in the Select Board Meeting Room and via Zoom at 1:55 PM on September 10, 2025.

Present were: Mark Howell, Chair, Wendy Rovelli, Clerk, Paul Boehm, Mary Hartman and Cameron McKennitt, Kerry Lafleur, Town Manager, Jessica Porter, Assistant Town Manager/ Human Resources Director, Kim Rozak, Labor Counsel

**Call to Order**

Chair Howell called the meeting to order at 1:55 PM.

Ms. Rovelli confirmed that all members were present.

Ms. Lafleur provided a copy of the memo “RE: Appointments of Interim Treasurer – Collector & Concord Retirement Board Representative” to attendees and reviewed the memo. Ms. Lafleur informed the Select Board that she was requesting their vote to appoint Ryan Ferrara to fill these roles, which Mr. Ferrara will serve in until a regular appointment for Town Treasurer – Collector is made. In addition, Ms. Lafleur clarified that a stipend is now allowed for the member position on the Retirement Board, as per the recent Town Meeting vote.

Upon a motion duly made by Ms. Rovelli and seconded, it was **UNANIMOUSLY voted:** to approve the appoint Ryan Ferrara to the role of Interim Treasurer - Collector for the Town of Concord.

Upon a motion duly made by Ms. Rovelli and seconded, it was **UNANIMOUSLY voted:** to appoint Ryan Ferrara as the Appointed Member of the Concord Retirement Board, for the duration of his service as the Interim Treasurer Collector; said appointment to supersede the prior appointment of the former CFO.

Chair Howell adjourned the meeting at 2:06 PM.

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Approved on     /     / 25

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting at the Concord Town House, 22 Monument Square and hybrid via Zoom on Monday, September 15, 2025 at 6:00 PM.

Present were: Mark Howell, Chair, Wendy Rovelli, Clerk, Paul Boehm, Mary Hartman, and Cameron McKennitt

**Call to Order**

Chair Howell called the meeting to order at 6:11 PM. Ms. Rovelli confirmed that all members were present.

**Public Comment**

John Cooley, resident of 80 Highland St. voiced his support for the town's acquisition of lot 1A at the 1440 Main St. development for use as a public park. He stated that the neighborhood has been devastated by the profound change to the wooded space that was there. He sees the purchase of lot 1A as a great opportunity to preserve green space and trees. Mr. Cooley stressed that the town must act quickly, noting that the three-year timeline for purchasing the land is already underway. The West Concord Pocket Park Team has applied to the Community Preservation Committee (CPC) to help purchase the lot before the deadline. He highlighted that the community has submitted a letter of support for the project to the Select Board, which was signed by more than 110 households and 200 individuals.

Nika Engberg, resident of 62 Church St. voiced her support for the pocket park project that the previous speaker John Cooley just discussed. Ms. Engberg stated that the park would be a really great addition to the neighborhood because it would connect the Highland Street neighborhood to the new development in a very productive way, allowing children to safely pass between the neighborhoods and allowing residents of the new development to walk to the train station and center of West Concord.

**Consent Agenda**

- a. Minutes Approval: July 22, 2025; August 18, 2025; August 25, 2025; August 26, 2025; September 5, 2025
- b. Town Account Warrants: September 11, 2025, August 22, 2025

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Mr. McKennitt requested that the July 22 minutes be removed from the Consent Agenda because he attended the meeting and was not included in the attendance.

Chair Howell requested that the action that the Land Use Working Group took to approve minutes be removed from the August 18 joint meeting minutes.

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to approve the Consent Agenda with the revisions to the August 18, 2025 minutes as discussed and with the removal of the July 22, 2025 minutes.

**Select Board Appointments**

- a. The reappointment of John Flaherty of 156 Upland Rd. to the Financial Audit Advisory Committee as an at large member for a term to expire May 31, 2028.
- b. Stuart Ikeda of 35 Allen St., Arlington to the Economic Vitality Committee for a term to expire May 31, 2028 and to be exempt from APP #10, Residential Requirements.
- c. Matt Boger of 121 Baker Avenue to the Land Use Working Group as a representative of the Recreation Commission for a term to expire at the completion of the work outlined in the charge.

Mr. McKennitt requested to remove items b. and c. under Select Board Appointments from the motion to provide an opportunity for discussion.

**Town Manager Appointments with Select Board Approval:**

- a. Karen Young of 49 Crest St. to the Commission on Disability for a term to expire May 31, 2028.
- b. Justine Martinelli of 9 Nathan Pratt Drive Unit 5 to the Commission on Disability for a term to expire May 31, 2028

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to reappoint John Flaherty of 156 Upland Rd. to the Financial Audit Advisory Committee as an at large member for a term to expire May 31, 2028; Karen Young of 49 Crest St. to the Commission on Disability for a term to expire May 31, 2028; Justine Martinelli of 9 Nathan Pratt Drive Unit 5 to the Commission on Disability for a term to expire May 31, 2028.

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Ms. Hartman provided background on the exemption for Stuart Ikeda and confirmed that the Recreation Commission did appoint Matt Boger as a replacement for Phil Griffiths.

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** Stuart Ikeda of 35 Allen St., Arlington to the Economic Vitality Committee for a term to expire May 31, 2028 and to be exempt from APP #10, Residential Requirements; Matt Boger of 121 Baker Avenue to the Land Use Working Group as a representative of the Recreation Commission for a term to expire at the completion of the work outlined in the charge.

### **Chair's Report**

Chair Howell announced that the Town Manager's merit pay increase would not be announced at the meeting as the Select Board did not discuss this agenda item in the Executive Session held directly prior to this meeting and it was not properly noticed to the public to be discussed at the open session meeting. Rather, the Select Board will discuss the Town Manager's merit pay increase at an upcoming open session meeting.

Chair Howell recognized the town's first responders, noting that the previous Thursday was the anniversary of 9/11. Chair Howell attended the recognition event on 9/11 where a firefighter, a dispatcher, and a police officer were honored for their contributions to the community. The event is covered in the Concord Currents.

### **Town Manager's Report**

Ms. Lafleur encouraged the community to go to the Town of Concord website, where there is a button labeled [Stay Connected](#) on the left hand side. This will direct the user to the communications page where there is the option to [sign up for Concord Currents](#) along with other communication resources including the Deputy Town Manager's [podcast](#).

Ms. Lafleur echoed Chair Howell's recognition of the public safety officials honored at the 9/11 anniversary event and spoke to the response that the remembrance evokes even twenty-four years later. Ms. Lafleur addressed questions that she received regarding flying flags at half-staff, particularly with the large 250th-anniversary flag. Ms. Lafleur assured the community that the town always lowers the flags to half-staff when it receives a request from the state or federal level. However, due to the flag's large size, it can be difficult to see that it has been lowered.

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**Discuss and Vote to Approve the Donation of a Teak Bench, the Cost of Installation, valued at more than \$500.00, the placement and engraved plaque; Donated by the Friends of the Bruce Freeman Rail Trail**

Delia Kaye, Natural Resources Director

Ms. Kaye requested the Select Board's approval to install a wooden teak bench along the Bruce Freeman Rail Trail. The bench was donated by the Friends of the Bruce Freeman Rail Trail and the Concord Runners Club in memory of Robert "Bob" Hall. She read the proposed text for the plaque, which honors Bob Hall as a leader of the Concord Runners and a board member of the Friends of the Bruce Freeman Rail Trail. The plaque may also include a dragonfly, which is the trail's insignia. The bench is planned for a spot about 500 feet south of the Williams Road intersection with the trail, near a handicap parking space. She noted that plans for a second bench are on hold at the request of the school, which is evaluating a potential new trail nearby. In response to Mr. Boehm's inquiry about the installation costs, which were noted to be higher than the cost of the bench itself, Ms. Kaye explained that the cost is an estimate for the labor involved. This includes site prep, installation of anchors, and ensuring the bench is located a safe distance from the trail so it doesn't interfere with use. She confirmed that there is a lot of work involved in the installation, which will be done by Concord Public Works.

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to approve the donation of a teak bench, the cost of installation, the placement and engraved plaque valued at \$2,230.00 donated by the Friends of the Bruce Freeman Rail Trail.

**Hearing for Grant of Location Petition Pole Relocation for Old Marlboro Road from Verizon New England Inc. and Concord Municipal Light Plant (CMLP).**

Presenters: Don Voner, Right-Of-Way Specialist, Verizon, Joseph Repoff, Assistant Director of Concord Municipal Light Plant and Jeff Cosgrove, Lead Electrical Engineer Concord Light Plant, Representative, CPW Engineering

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to open the Public Hearing for a Grant of Location Request for a Poll Petition for Old Marlboro Road from Verizon New England Inc. and Concord Municipal Light Plant.

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The public hearing was opened at 6:35 PM.

Mr. Voner presented the petition, which requests permission to relocate pole 36 at 406 Old Marlboro Rd. to accommodate a new Concord Housing Development Corporation project. The pole needs to be moved twenty-seven feet southwest of its current location. Mr. Voner noted that he had spoken with an abutter at 416 Old Marlboro Rd., who had asked about the stake that was put in place. After the call, the new location for the pole was staked and spray-painted. Although the stake was run over, the abutter is aware of the new location. When asked by the board, Mr. Voner confirmed the pole would remain in line with the other poles and was being moved because its current position is in the way of the driveway for the new housing development. Regarding the timeline, Mr. Voner stated that if approved, the work would be queued immediately, would hopefully be completed in the fall, and would take about half a day.

Chair Howell gave the public, both in person and on Zoom, an opportunity to ask questions or provide feedback.

Keith Bergman of 56 White Ave., Chair of the Concord Municipal Affordable Housing Trust spoke in favor of the pole relocation as it is necessary for the Assabet River Homes development of five affordable units. There were no other questions or feedback.

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to close the Public Hearing at 6:44 PM.

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to approve the Grant of Location Request for a Poll Petition for Old Marlboro Road from Verizon New England Concord Municipal Light Plant.

### **Discuss Fiscal Year 2027 Budget**

Presenter: Kerry Lafleur, Town Manager & Ryan Ferrera, Interim CFO

Ms. Lafleur provided a progress review of the FY27 budget process, noting it was starting a month earlier than in previous years. A packet was provided to the Select Board- both a hard copy and in the meeting materials packet. Additionally, the packet is available to the public on the Select Board page under [meeting documents for September 15, 2025](#).

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Ms. Lafleur encouraged the Select Board to communicate any goals and priorities for FY' 27 that require financial resources. At the Finance Committee's request, Ms. Lafleur was asked to identify the top FY' 27 challenges, which are outlined in the packet. Ms. Lafleur proposed a visioning session with representation from all the Boards and Committees to help focus on the priorities of the community- with potentially the first item being- solving wastewater treatment capacity limits (because all housing or commercial growth depends on the resolution of wastewater capacity limits) with a special focus on working with boards and committees that specialize in environmental concerns. Ms. Hartman stated that the data already exists regarding goals and priorities that each board and committee maintains and she feels that it is the job of the Select Board to review the data and transform it into an action plan which would involve prioritization and budgeting. Mr. Howell weighed in on goals for transportation improvement, increasing housing and development and acting wisely in regard to ecology. Mr. Boehm expressed that there are many existing plans that are interdependent and that Concord has land which is an enabler. Mr. McKennitt added that he has knowledge and work experience in strategic planning and offered to assist with planning. Ms. Lafleur feels that it is problematic that, due to the cycle of the budget, budget planning is happening prior to goal setting and she would like to see an updated process unfold. Ms. Rovelli weighed in the importance of infrastructure as the foundation to further growth and development while Ms. Hartman expressed caution regarding not losing sight of the impact to taxpayers. Ms. Lafleur will follow up with Mr. McKennitt to work on a framework. The Select Board members had an opportunity to ask Ms. Lafleur questions about the proposed additional FTEs. Mr. McKennitt challenged the budget planning team to look at the budget from multiple balanced perspectives.

**Discuss and Vote Habitat for Humanity LIP Application for Assabet River Homes**

Presenter: Elizabeth Rust, Director, Regional Housing Services Office

Ms. Rust requested that the Select Board approve the LIP application, which is a standard step to obtain state approval for the project's affordable housing component. This step is necessary to place a perpetual affordable housing restriction on the properties. The project includes three units, two three-bedroom homes and one four-bedroom home, for households earning up to 80% of the Area Median Income. Two of the three homes will be offered with a local preference for eligible Concord residents. When asked about demand for these homes, Ms. Rust stated that larger family homes like these are very much in demand and she gave an example of a similar home in Lexington that recently received fifty-eight applications. The homes will have a perpetual deed restriction, which means if they are sold in the future, the price will be limited, and they must be sold to another income-eligible buyer.

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Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to approve the Habitat for Humanity LIP Application for Assabet River Homes as included in the Select Board meeting packet.

**Discuss and Vote: Bias/ Hate Incident Reporting Work Group Charge**

Presenter: Mark Howell, Chair and Paul Boehm, Member

Mr. Boehm reviewed the latest revisions to the work group charge.

Mr. McKennitt commented on the stated responsibilities of the working group and stated a desire to clarify the charge to include evaluation of existing systems, assessing the possibility of implementing an incremental town-based system, then make recommendations on the best path forward, Mr. Boehm responded that the charge is intended to read that way, however he will edit number 7 of the charge to align more closely with Mr. McKennitt's request.

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to approve the Bias/ Hate Incident Reporting Work Group Charge as amended during the discussion during the Select Board meeting.

Mr. Boehm announced that any community members who are interested in volunteering for the Bias/Hate Incident Reporting Working Group should submit a volunteer card.

**EPA Letter on Reconsideration of 2009 Endangerment Finding and Greenhouse Gas Vehicle Standard**

Presenter: Wendy Rovelli, Clerk

Ms. Rovelli drafted the letter asking the EPA to uphold the Endangerment Finding and maintain strong vehicle emission standards which are critical to mitigating climate change and extreme weather events, and they directly support Concord's ability to meet our climate goals. The Select Board expressed their support of the letter.

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to approve the letter to the EPA regarding the 2009 Endangerment Finding and Greenhouse Gas Vehicle Standards

**Select Board Liaison Reports**

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Mr. McKennitt shared that when the School Committee met last week, Dr. Laurie Hunter provided an extensive update on actions being taken to address antisemitism and that the schools have received grants that are going to be used for programs and training to address antisemitism. The schools have also engaged with a communications firm that will help to improve communication with the community. Mr. McKennitt also provided an update from the Concord Municipal Light Plant; that there has been extensive review of the time of use rates and they were largely approved (with some modifications) and the changes will take effect on January 1, 2026. Ms. Rovelli asked if there would be any community education on the new rates, to which Mr. McKennitt replied that he was not sure and would follow-up.

Mr. Boehm shared that there was a public hearing on recycling solid waste collection. The billing will now occur monthly. Mr. Boehm mentioned the Public Works Commission [September 2025 Director's Report](#), which is available online and also stated that the Transportation Advisory Committee and Public Works will be working on a presentation for the Select Board in regard to how to keep the public informed.

Ms. Hartman shared that the Land Use Working Group is working at the sub committee phase; looking at the potential consolidation of offices. The group is currently collecting data to make informed decisions.

Mr. Howell stated that the [MCI Concord Vision Plan](#) was uploaded to the website today. At today's MCI Advisory Board meeting, the public engagement group agreed to reach out to 95 different stakeholders with communication about the vision and invite comment about the report. This report will not be updated with new information as the provider who created the document has completed their work as contracted.

Ms. Rovelli shared that the Sun Day and Stone Soup events will take place on 9/21.

### **Adjournment**

Upon a motion duly made by Ms. Rovelli and seconded it was UNANIMOUSLY **voted:** to adjourn the meeting at 8:20 PM.

[Meeting Documents](#)

[Meeting Recording](#)



**Town of Concord**  
**Finance Department**  
Town House  
P.O. Box 535  
Concord, Massachusetts 01742

To: Concord Select Board  
From: Colleen Rhinhart, Deputy Treasurer-Collector  
Date: July 16, 2025  
Re: Gift Acceptance to Council on Aging

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The Select Board must accept gifts in the amount of \$500.00 or more. Included in the Select Board Agenda of your meeting packet is a donation from D. Kim Reid and Manohar Panjabi for \$1000.00 – for the Council on Aging.

Council on Aging	\$1000.00
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Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
                    Select Board Clerk



**Town of Concord  
Finance Department**

Town House  
P.O. Box 535

Concord, Massachusetts 01742

To: Concord Select Board

From: Colleen Rhinhart, Deputy Treasurer-Collector

Date: September 23, 2025

Re: Gift Acceptance for Ripley Field Gift Account

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The Select Board must accept gifts in the amount of \$500.00 or more. Included in the Select Board Agenda of your meeting packet is a donation from Concord Carlisle Youth Baseball Softball for \$7,700.00 – for the Maintenance of the Ripley Fields.

CCYBS for Ripley Field Maintenance                      \$7,700.00

Accepted: \_\_\_\_\_

Select Board Clerk

Date: \_\_\_\_\_



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: October 6, 2025

Re: One Day Liquor Licenses for Jennifer Verrill of Verrill Farm

---

Included in your meeting packet are two One Day Liquor License applications for Jennifer Verrill of Verrill Farm for the following events:

- All Alcoholic Beverages for a Halloween Party on Saturday, October 18, 2025 from 5:30 PM to 8:00 PM at Verrill Farm, 11 Wheeler Road
- Wines & Malt Beverages for an event on Sunday, October 26, 2025 from 3:00 PM to 6:00 PM at Verrill Farm, 11 Wheeler Road

Jennifer Verrill keeps an active file of TIPS Certifications with the Town Manager's Office and the applications are complete with payments.

Please reach out with any questions.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [licensing board](#); [Town Manager's Office](#); [jromanul@concordma.gov](mailto:jromanul@concordma.gov)  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses  
**Date:** Thursday, September 11, 2025 2:21:47 PM

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## One Day Special Liquor Licenses

Company or Organization	Verrill Farm LLC
Applicant Name	Verrill Farm LLC
Email Address	jen@verrillfarm.com
Applicant Address	11 Wheeler Rd
City	Concord
State	MA
Zip Code	01742
Phone Number	9788355638
Name of Event	Halloween Party
Activity Is	For Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	10/18/2025 5:30 PM
End Time	8:00 PM
Premises to be Licensed	Verrill Farm LLC
City	Concord
State	Massachusetts
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

---

1st one-day license for Organization? No

---

If NO, number of years licensed? 10 plus

---

More than 100 in attendance? No

---

*By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.*

---

I acknowledge and accept the above statement of liability Verrill Farm LLC

---

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742  
Applications cannot be processed until payment is received.*

---

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

---

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

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(Section Break)

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TIPS TRAINING

*The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.*

---

I acknowledge and Copies of card(s) will be mailed separately to the Town

agree to the Town of  
Concord's TIPS  
Training Policy as  
outlined above.

Manager's Office

---

(Section Break)

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#### UNDER 21 POLICY

*The Town of Concord Select Board assumes that there may be guests or attended under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.*

I certify that Concord's  
Under 21 Policy, as  
outlined above, will be  
followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

---

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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: October 6, 2025

Re: One Day Liquor License for Melissa Morton of Neillio's Gourmet Kitchen and Catering

---

Included in your meeting packet is a One Day Liquor License application for Melissa Morton of Neillio's Gourmet Kitchen and Catering for the Concord-Carlisle Class of 1975 Reunion on Saturday, October 18, 2025 from 5:30 PM to 11:00 PM at Monument Hall, 62 Monument Square.

Ms. Morton's application is complete with TIPS Certifications and payment.

Please reach out with any questions.

PAID

### One Day Special Liquor Licenses

**Company or Organization\***

Neillio'sGourmet Kitchen and Catering

**Applicant Name\***

Melissa Morton

**Email Address\***

melissa@neillioscatering.com

Applicant's Email Address

**Applicant Address\***

53 Bedford Street, Lexington, MA, USA

**City\***

Lexington

**State\***

MA

**Zip Code\***

02420

**Phone Number\***

7818618466

Number applicant may be reached at.

**Name of Event\***

Concord Class Reunion 1975

If event is unnamed, please give short description such as 'wedding' or 'bar mitzvah'

**Activity Is\***

Non-Profit



**Event Type\***

Private Event in Rentec

**Event Date & Start Time\***

10/18/2025

05:30 PM

**End Time\***

11:00 AM

**Premises to be Licensed\***

Monument Hall

Legal Name of Venue

**IMPORTANT NOTICE****Board & Committee Meeting Calendar**

**Applications for licenses are due no later than fourteen (14) calendar days before the next Select Board Meeting.**

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**TIPS TRAINING**

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

**I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above.\***

- Copies of cards have been included with this application
- Copies of card(s) will be mailed separately to the Town Manager's Office

**Applicant, in choosing an option above, indicates the applicant's acceptance of TIPS terms.**

---

**UNDER 21 POLICY**

The Town of Concord Select Board assumes that there may be guests or attended under 21 y ears of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

**I certify that Concord's Under 21 Policy, as outlined above, will be followed.**

- A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance.
- All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Applicant, in checking the boxes above, indicates acceptance of the Under 21 Policy terms as outlined.



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: October 6, 2025

Re: One Day Liquor License for Jennifer Albanese of the Nature Connection

---

Included in your meeting packet is a One Day Liquor License application for Jennifer Albanese of the Nature Connection for the Nature Connection Annual Fundraiser on Thursday, October 23, 2025 from 5:30 PM to 9:00 PM at the Concord Scout House, 74 Walden Street.

Ms. Albanese's application is complete with TIPS Certifications and payment.

Please reach out with any questions.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [licensing board](#); [Town Manager's Office](#); [jromanul@concordma.gov](mailto:jromanul@concordma.gov)  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses  
**Date:** Monday, September 15, 2025 9:48:27 AM

---

## One Day Special Liquor Licenses

Company or Organization	The Nature Connection
Applicant Name	Jennifer Albanese
Email Address	jenndalbanese@gmail.com
Applicant Address	700 Autumn Lane
City	Carlisle
State	MA
Zip Code	01741
Phone Number	978-413-9200
Name of Event	The Nature Connection Inspire Annual Fundraiser
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	10/23/2025 5:30 PM
End Time	9:00 PM
Premises to be Licensed	Concord Scout House
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

---

1st one-day license for Organization? Yes

---

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

---

More than 100 in attendance? No

---

*By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.*

---

I acknowledge and accept the above statement of liability Jennifer Albanese

---

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742  
Applications cannot be processed until payment is received.*

---

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

---

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

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(Section Break)

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TIPS TRAINING

*The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.*

---

I acknowledge and Copies of card(s) will be mailed separately to the Town

agree to the Town of  
Concord's TIPS  
Training Policy as  
outlined above.

Manager's Office

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(Section Break)

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**UNDER 21 POLICY**

*The Town of Concord Select Board assumes that there may be guests or attended under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.*

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Under 21 Policy, as  
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A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

---

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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: October 6, 2025

Re: One Day Liquor License for Tom Wilson of the Wright Tavern

---

Included in your meeting packet is a One Day Liquor License application for All Alcoholic Beverages for Tom Wilson of the Wright Tavern for a beer garden celebration for the Mass Provincial Congress on Saturday, October 25, 2025 from 11:00 AM to 7:00 PM at the Wright Tavern, 2 Lexington Road.

Mr. Wilson's application is complete with TIPS Certifications and payment. This event will be ran similarly to former Wright Tavern beer gardens, with temporary fencing enclosing the area of the garden and a Police Detail.

Please reach out with any questions.

 **ONE-DAY LIQUOR LICENSE**

**APPLICATION DETAILS**

Application #:	<u>ODL-25-59591</u>	Date Issued:	<u>                    </u>	Permit #:	<u>                    </u>	Date Paid:	<u>                    </u>
Fee Payable: (\$)	<u>0.00</u>	Fee Paid: (\$)	<u>0.00</u>	Receipt #:	<u>                    </u>		

**SECTION 1 - SITE INFORMATION**

Name of Organization	<u>Wright Tavern</u>		
Street Name	<u>LEXINGTON RD</u>	Map Block Lot	<u>0009</u>
Street Number	<u>2-6</u>	Zone	<u>CCB</u>
Unit Number	<u>                                    </u>		
On Premises	<u>Yes</u>		
Description of Premises	<u>Wright Tavern</u>		

**SECTION 2 - OWNER / CORPORATION INFORMATION**

Owner / Corporation Name	<u>FIRST PARISH UNITARIAN</u>		
Street Number	<u>20</u>	Street Name	<u>LEXINGTON RD</u>
City	<u>CONCORD</u>	State	<u>MA</u>
		Zip Code	<u>01742</u>
Telephone	<u>617-281-1198</u>	Email	<u>tom@mynextstage.org</u>

**SECTION 3 - APPLICANT INFORMATION**

Applicant Name	<u>Tom Wilson</u>
----------------	-------------------

Street Number	<u>65</u>	Street Name	<u>Whittemore St.</u>		
City	<u>Concord</u>	State	<u>MA</u>	Zip Code	<u>01742-3513</u>
Telephone number	<u>617-281-1198</u>	Email	<u>tom@wrighttavern.org</u>		

**SECTION 4 - MAILING ADDRESS**

Street Number	<u>65</u>	Street Name	<u>Whittemore St.</u>		
City	<u>Concord</u>	State	<u>MA</u>	Zip Code	<u>01742-3513</u>
Telephone	<u>617-281-1198</u>				

**SECTION 5 - HOURS OF OPERATION**

To Sell: (Check One)  Wines & Malts  
 All Alcoholic

**Note: Please indicate A.M. or P.M.**

Day of Event	<u>10/25/25</u>	<b>Hours of Operation</b>	<b>From</b>	<u>11:00 AM</u>	<b>To</b>	<u>7:00 PM</u>
Activity	<u>Beer Garden Celebration for the Mass Provincial Congress</u>					
Approximate Number of Attendance	<u>250</u>					

**SECTION 6- DECLARATION**

I do hereby certify under the pains & penalties of perjury that the information provided above is true and correct.

Date 09/12/25

(Chapter 138, Section 14. General Laws of the Commonwealth of Massachusetts)

**Indicates Mandatory Field.**

Note: Please check the above checkbox to submit the form

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [licensing board](#); [Town Manager's Office](#); [jromanul@concordma.gov](mailto:jromanul@concordma.gov)  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses  
**Date:** Monday, September 22, 2025 1:17:06 PM

---

## One Day Special Liquor Licenses

Company or Organization	Verrill Farm/ Samimi
Applicant Name	Jen Verrill
Email Address	jen@verrillfarm.com
Applicant Address	11 Wheeler Rd
City	Concord
State	MA
Zip Code	01742
Phone Number	9788355638
Name of Event	Jennifer Verrill
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	10/26/2025 3:00 PM
End Time	6:00 PM
Premises to be Licensed	Verrill Farm LLC
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

---

1st one-day license for Organization? Yes

---

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

---

More than 100 in attendance? No

---

*By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.*

---

I acknowledge and accept the above statement of liability MA

---

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742  
Applications cannot be processed until payment is received.*

---

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

---

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

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(Section Break)

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TIPS TRAINING

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I acknowledge and Copies of card(s) will be mailed separately to the Town

agree to the Town of  
Concord's TIPS  
Training Policy as  
outlined above.

Manager's Office

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(Section Break)

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**UNDER 21 POLICY**

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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: October 6, 2025

Re: Sunday Entertainment Licenses – Concord Orchestra

---

Included in your meeting packet are four Sunday Entertainment License applications for Jane Bailey of the Concord Orchestra for symphonic orchestra performances from 1:00 PM to 6:00 PM at the Performing Arts Center at 51 Walden Street on the following dates:

- i. Sunday, October 19, 2025
- ii. Sunday, February 1, 2026
- iii. Sunday, March 29, 2026
- iv. Sunday, May 12, 2026

These applications have been reviewed and are 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: 9/26/25  
Applicant Name (print): Jane Bailey  
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 10/19/25, 2/1/26, 3/29/26, 5/12/26, from 1 PM to 6 PM  
(date)

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

Town Fee Paid \$ 200 State Fee Paid \$ 8

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

State Fee \$ 200  
Municipal Fee \$ 5

THE COMMONWEALTH OF MASSACHUSETTS

Town OF Concord



LICENSE

For  
PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is The Performing Arts Center at 51 Walden St, in or on the property at No. \_\_\_\_\_

The Licensee or Authorized representative, The Concord Orchestra (address) \_\_\_\_\_ in \_\_\_\_\_

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
<u>10/19/25</u>	<u>1 PM</u>	<u>Symphonic Orchestra Concert</u>
<u>2/1/26</u>	<u>1 PM</u>	<u>Symphonic Orchestra Concert</u>
<u>3/29/26</u>	<u>1 PM</u>	<u>Symphonic Orchestra Concert</u>
<u>5/17/26</u>	<u>1 PM</u>	<u>Symphonic Orchestra Concert</u>

Hon. \_\_\_\_\_ Chairman of Board of Selectman, \_\_\_\_\_ (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00 pm – Midnight): \$2.00; Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00 pm – Midnight): \$50.00; Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises. nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES



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

TEL: 978-318-3000  
 FAX: 978-318-3002

Kerry A. Lafleur, Town Manager

**TO:** Select Board  
**FROM:** Kerry A. Lafleur, Town Manager  
**DATE:** October 2, 2025  
**RE:** Appointments to Commission on Disability

The Commission on Disability was reconstituted through a voted under 03-STM-2017, and in conformance with MGL C.40, §8J. The Commission’s specific charge is to “assist the Town of Concord to bring about the full and equal participation in all aspects of life in the Town for people with disabilities.”

The Commission is a 9-member board appointed by the Town Manager with the approval of the Select Board. Most recently, the Commission has operated with only seven members, even though there have been many persons interested in serving on this particular committee.

The Commission’s current membership is as follows:

**Members**

Jean Goldsberry, Chair	May 31, 2026
Justine Martinelli	May 31, 2028
Karen Young	May 31, 2028

At this time, I am asking that the Select Board approve of the following additional appointments, with the two exemptions noted below.

<b>Term Ending 2026</b>		
	Andrew Kirkpatrick	
	Janet Byers	APP #10 exemption
<b>Term Ending 2027</b>		
1	Peter Nobile	
2	Laura Will	
3	Robert Simon	
<b>Term Ending 2028</b>		
	Jennifer Brook	APP #10 exemption

The exemption requested for Janet Byers will provide for a short transition period to allow new members to familiarize themselves with the work of the Commission. The exemption requested for

Jennifer Brook, a landscape architect, is in recognition of the unique experience, skillset and perspective she brings to the Commission's work.

While the Commission has been operating with fewer than its full complement of members, the addition of these new appointees represents a significant opportunity to broaden participation and bring fresh voices to the table. This moment marks a meaningful transition for the Commission, building on the strong foundation established by its Chair and long-serving members, whose steady leadership has advanced important work on behalf of the Town. The inclusion of new perspectives alongside this experience will strengthen the Commission's ability to fulfill its mission in the years ahead.

I respectfully request that the Select Board vote to approve these appointments.

## **Town Manager's Monthly Project Update – October 2025**

This monthly project update highlights progress on major infrastructure, facilities, and planning initiatives aligned with the FY26 Select Board Goals. The report provides both detailed narratives for high-priority projects and a comprehensive overview of all active initiatives. Projects are organized by risk level in the Executive Summary Matrix, followed by Departmental Project Briefs, a Completed/Closeout section, and a Remaining Projects Table to ensure full transparency.

The purpose of this report is to strengthen communication between the Town Manager's Office, departments, and the Select Board. By collecting updates through the centralized project tracker, we ensure consistent and accurate reporting across the organization. This structure links projects directly to Select Board Goals, improves accountability, and builds confidence in the Town's ability to deliver on commitments.

### **Key Updates Since September**

#### **Climate Action & Resilience**

- Town House Chiller Replacement – Installed Sept 27; commissioning by Oct 1.
- Baker Avenue Culvert Repair – Contract awarded, staging and utility coordination underway.
- 133/135 Keyes Road Roof Project – Advanced into bidding phase.
- Concord Middle School Solar Project – Entered bidding phase; key FY26 Climate Action goal.
- MCI Wastewater Capacity Evaluation – Planning and technical assessment launched.
- SuAsCo Regional Climate Collaborative – \$450K state grant awarded; Year 1 governance underway.
- Climate Action & Resilience Plan – Request for Proposals issued; proposals due October 24.
- Beede Roof Project- Advanced into bidding phase

#### **Public Safety & Community Health**

- BLS → ALS Transition (Fire) – Training and certifications progressing; licensing expected by year-end.
- Town House Security Project – Early planning underway with Facilities, CPD, and IT.

#### **Governance & Communication**

- Cell Infrastructure Expansion – Advancing on several fronts (AT&T, Verizon, landfill, West Concord).
- Crisis Communication Plan – Draft under departmental review; tabletop exercise in planning.

#### **Land Use & Development**

- Peabody School Re-use – Initial planning launched to evaluate future uses of the building.

**Note: Target Completion dates are planning estimates and may shift as projects develop.**

## High Risk Projects

(Projects with major public safety exposure, multi-stakeholder risk, or high dependency on outside approvals.)

Dept	Project	Status	Target Completion	Cost/Funding	FY26 Goal Category	Lead
<b>Town Manager's Office</b>	Cell Infrastructure Expansion	Multiple fronts (AT&T, Verizon, landfill, West Concord)	FY26	TBD	Cell Service (Governance /Communication)	Megan Zammuto
<b>Concord Fire Department</b>	BLS → ALS Transition	Training/licensing progressing	Jan 2026	\$1M / Grant + Operating	Public Safety & Community Health	Chief Whitney
<b>Water/Sewer</b>	MCI Wastewater Capacity Evaluation	Planning; technical assessment underway	2027	TBD	Wastewater Capacity	Darin LaFalam

## Medium Risk Projects

(Projects with significant capital/facility impacts or moderate schedule/cost risks, but a relatively contained scope.)

Dept	Project	Status	Target Completion	Cost/Funding	FY26 Goal Category	Lead
<b>CPW</b>	133/135 Keyes Roof Renovation	Out to bid	Fall 2025	\$440K / Capital	Climate Action & Resilience	Russ Karlstad
<b>CPW</b>	Baker Ave Culvert Repair	Contract awarded; staging underway	FY26 Construction	\$700K / ARPA	Climate Action & Resilience	Steve Dookran
<b>Town Manger's Office</b>	SuAsCo Regional Climate Collaborative	\$450K grant awarded; Year 1 underway	2027	\$450K / State Grant	Climate Action & Resilience	Megan Zammuto
<b>CPW</b>	Harvey Wheeler Stairs/Sidewalk	Contract award under review	FY26 Construction	\$700K (Est) / Capital	DEI / Community Facilities	Russ Karlstad

## Low Risk Projects

(Projects with limited exposure, manageable within existing resources, or in early administrative phases.)

Dept	Project	Status	Target Completion	Cost/Funding	FY26 Goal Category	Lead
CMLP	Concord Middle School Solar Project	Bidding; proposals received 9/10	FY26 Construction	TBD	Climate Action	CMLP / Schools
Town Manager's Office	Climate Action & Resilience Plan Update	RFP issued; proposals due Oct 24	FY26	\$75K / Capital + Grant	Climate Action	Megan Zammuto
Town Manager's Office	Crisis Communication Plan	Draft under review; tabletop exercise in planning	Fall 2025	TBD	Governance / Communication	Megan Zammuto
CPW/TMO	Town House Security Project	Planning phase; coordination with Facilities, CPD, IT	TBD	TBD	Public Safety & Governance	TBD
CMLP	Advanced Metering Rollout	FY26 Closeout	\$3M / Enterprise	Financial Sustainability	Financial Sustainability	Jason Bulger

## Completed / Closeout Projects

Dept	Project	Target Completion	Cost/Funding	FY26 Goal Category
CPW	Town House Chiller Replacement	Oct 2025	\$148K / Capital	Climate Action & Resilience

# Departmental Project Briefs

## High Risk Projects

### **Concord FD Fire – BLS → ALS Transition (Basic Life Saver to Advanced Life Saver certification)**

**Overview:** The department has one firefighter fully ALS-certified and nine others progressing through training. Ambulances are staged for ALS equipment installation, and coordination with the state licensing authority is ongoing.

**Next Step:** Complete training cycles and submit state licensing applications by year-end.

**Issues/Risks:** Dependent on state approval and continuity of grant funding to support training costs.

**Strategic Impact:** Supports the **FY26 Goal of Public Safety & Community Health** by elevating Concord's emergency medical response capacity.

### **Town Manger's Office – Cell Infrastructure Expansion**

**Overview:** The Town continues to advance cell infrastructure projects on three fronts: **(1)** AT&T small-cell permits on Sudbury Road, **(2)** Verizon lease negotiations for coverage in Concord Center, and **(3)** a Wireless Edge tower proposal at the landfill to address gaps in West Concord. The Town's Radio Frequency consultant has also identified municipal properties such as Harvey Wheeler Community Center and Rideout Park as potential coverage sites. Megan will present on these options at the Recreation Commission (Oct. 9) and West Concord Advisory Committee (Nov.), while staff engage private property owners to explore additional siting partnerships.

**Next Step:** Finalize Verizon's lease, conduct committee outreach this fall, and refine site feasibility with carriers and consultant input.

**Issues/Risks:** Dependent on carrier participation, community feedback, and historic/recreational use constraints; permitting and bylaw changes may be required.

**Strategic Impact:** Directly supports the **FY26 Select Board Goal to expand cell service in Concord**, improving communications resiliency for residents, businesses, and first responders.

**Additional Resource:** A podcast interview with Megan Zammuto in collaboration with Minuteman-media, discussing this initiative is available in the online version of this report:

<https://open.spotify.com/episode/OT3IF7gQdUBHnj0JZw0H9K?si=pKTD5-gaTU-WhrofHvfpuQ>



QR Scan to Podcast

### **Concord Public Works – MCI Wastewater Capacity Evaluation**

**Overview:** Engineering staff have initiated planning work to assess long-term wastewater treatment capacity in coordination with EPA and MADEP. Early analysis has focused on regulatory requirements and potential design pathways.

**Next Step:** Continue technical assessment and draft a regulatory permitting framework.

**Issues/Risks:** State and federal approvals may extend the overall timeline.

**Strategic Impact:** Supports the **FY26 Goal of Wastewater Treatment System Capacity** by positioning Concord to meet long-term infrastructure and regulatory needs.

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## **Medium Risk Projects**

### **Concord Public Works – Baker Avenue Culvert Repair**

**Overview:** The project has been awarded, and pre-construction staging and utility coordination are in progress. This work is critical to maintaining roadway safety and improving flood resilience in the area.

**Next Step:** Finalize construction sequencing for FY26 and coordinate with utility partners.

**Issues/Risks:** Weather delays and traffic management challenges could affect construction progress.

**Strategic Impact:** Advances the **FY26 Goal of Climate Action & Resilience** by strengthening stormwater infrastructure and roadway safety.

### **Concord Public Works – Harvey Wheeler Stairs/Sidewalk**

**Overview:** Facilities staff are reviewing a contract award to address accessibility and safety issues at HWCC. The project is a visible improvement for a heavily used community facility and will enhance access for seniors and other residents.

**Next Step:** Finalize the contract and determine a construction schedule that minimizes program disruptions.

**Issues/Risks:** Temporary accessibility impacts during construction.

**Strategic Impact:** Supports the **FY26 Goal of Diversity, Equity & Inclusion** by improving ADA compliance and accessibility at a key community facility.

### **Concord Public Works – 133/135 Keyes Roof Renovation**

**Overview:** This project is in the bidding phase, with contract award expected this fall. The roof replacement is necessary to preserve the integrity of the Town-owned property and prevent further water damage.

**Next Step:** Select contractor and prepare for construction this fall.

**Issues/Risks:** Weather and contractor availability may impact schedule.

**Strategic Impact:** Advances the **FY26 Goal of Climate Action & Resilience** by preserving Town facilities and protecting assets from further damage.

### **Town Manager's Office – SuAsCo Regional Climate Collaborative**

**Overview:** Concord, in partnership with OARS and MAPC, secured a \$450K state grant to establish a regional climate collaborative. Year 1 is dedicated to governance, relationship-building, and stakeholder engagement across the watershed. This positions Concord as a regional leader in climate resilience.

**Next Step:** Conduct stakeholder mapping and hold initial collaborative meetings.

**Issues/Risks:** Multi-town coordination could expand project scope and slow decision-making.

**Strategic Impact:** Supports the **FY26 Goal of Climate Action & Resilience** by leveraging regional partnerships and funding to accelerate GHG reduction and adaptation strategies.

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## **Low Risk Projects**

### **Concord Municipal Light Plant – Concord Middle School Solar Project**

**Overview:** Bids for the project were received on September 10 and are under evaluation, with a contract award expected this fall. The project is financed by CMLP ratepayers and will add renewable generation to the Town's electric grid in alignment with the new Middle School construction, but it is not a dedicated supply for the school itself.

**Next Step:** : Complete bidder evaluation, award contract, and begin FY26 construction planning.

**Issues/Risks:** Cost escalation and supply chain delays may affect delivery.

**Strategic Impact:** Supports the **FY26 Goal of Climate Action** by expanding renewable energy capacity and advancing school sustainability.

### **Town Manager's Office – Crisis Communication Plan**

**Overview:** A draft crisis communication plan has been circulated for departmental review. The plan will provide a framework for coordinated messaging during emergencies and is intended to strengthen public trust and operational readiness.

**Next Step:** Finalize the plan and conduct a tabletop exercise with key staff.

**Issues/Risks:** Full adoption depends on consistent departmental training.

**Strategic Impact:** Supports the **FY26 Goal of Governance/Communication** by enhancing emergency readiness and consistent information sharing across departments.

### **Town Manager's Office – Climate Action & Resilience Plan Update**

**Overview:** The Town Manager's Office issued the RFP for the Climate Action & Resilience Plan Update last week. Proposals are due October 24th, after which staff will review submissions and select a consultant to lead the update. This process will refresh the 2020 Climate Action Plan with new implementation priorities for 2025–2030.

**Next Step:** Review consultant proposals following the October 24th deadline and initiate selection and contract negotiations.

**Issues/Risks:** Timeline depends on the competitiveness and quality of proposals; consultant capacity and stakeholder engagement requirements may extend the schedule.

**Strategic Impact:** Supports the **FY26 Goal of Climate Action** by ensuring Concord has an updated framework to meet greenhouse gas reduction targets and resilience commitments.

### **CPW/TMO – Town House Security Project**

**Overview:** Early discussions are underway with Facilities, CPD, and IT to evaluate access control and surveillance upgrades at the Town House. The effort seeks to balance the building’s historic character with modern security requirements.

**Next Step:** Define system needs and identify potential vendors.

**Issues/Risks:** Historic preservation constraints may limit available solutions.

**Strategic Impact:** Supports the **FY26 Goals of Public Safety & Governance** by modernizing Town House security while respecting its historic significance.

### **Concord Municipal Light Plant – Advanced Metering Rollout**

**Overview:** CMLP has completed meter installations across Town, and the system is fully operational. The project remains in the closeout phase pending the vendor’s performance study, which will validate system accuracy and confirm contractual compliance.

**Next Step:** Review vendor study results to confirm the system meets contractual requirements and then formally close the project.

**Issues/Risks:** Vendor testing delays could extend the final closeout period, but all physical work is complete.

**Strategic Impact:** Advances the **FY26 Goal of Financial Sustainability** by enhancing energy efficiency, enabling time-of-day rates, and strengthening long-term utility planning.

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## **Completed / Closeout**

### **Concord Public Works– Town House Chiller Replacement**

**Overview:** The new chiller was installed on September 27 after a short delay from its original Sept 13 target date. Commissioning is scheduled for October 1, after which the system will enter routine operation.

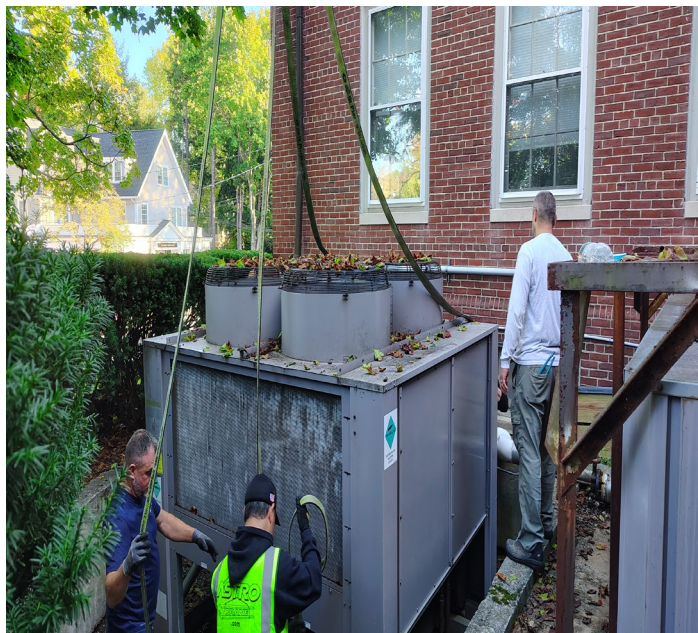
**Next Step:** Integrate the chiller into the preventive maintenance program and finalize closeout documentation.

**Issues/Risks:** Controls integration may delay final closeout, but no long-term issues are anticipated.

**Strategic Impact:** Supports the **FY26 Goal of Climate Action & Resilience** by modernizing the Town House’s mechanical systems for improved energy efficiency and reliability.



**MCI Wastewater Treatment Facility**



**Chiller Installation**

## Remaining Projects Table – October 2025

**Note: The Remaining Projects Table provides a snapshot of all active projects that are not highlighted in the Executive Summary Matrix. These projects are in planning, design, or implementation phases but do not currently meet the cost/visibility/risk threshold for detailed narrative reporting.**

Dept	Project	Status	Target Completion	Notes
CPW	Commonwealth Ave Sidewalk Repairs	Planning	Fall 2025	Sidewalk safety improvements
CPW	Silver Hill Phase 2 Water Main Replacement	Planning	Fall 2025	Utility replacement
Police	CAD/Records Upgrade	In Progress	Fall 2025	System modernization
CPW	Main Street (West Concord) Paving	Construction	Fall 2025	Punch list/final paving
CPW	250th Tree Program	In Progress	Dec 2025	Commemorative plantings
Planning & Land Mgmt	Comprehensive Transportation Strategy	In Progress	Spring 2026	Planning study (SB goal)
HR	Software Conversion: Cornerstone → MUNIS HCM	In Progress	Spring 2026	HR/payroll system conversion
Police	In-cruiser Video Systems	In Progress	FY26–31	Technology upgrade (phased)
Planning & Land Mgmt	Open Space & Recreation Plan Update	Not Started	FY26	State compliance update
CMLP	Time-of-Day Rate Rollout	Construction	April 2026	Utility billing program
Planning & Land Mgmt	Assabet River Multi-Use Bridge & Trail	In Progress	Design 2026	Multi-use path expansion
Planning & Land Mgmt	Two Revolutions Trail Survey	In Progress	Dec 2026	Trail planning and survey
CMLP	Solar Expansion & Battery Storage at Landfill	Planning	Dec 2026	Sustainability project
Library	Library Strategic Plan	In Progress	July 2026	FY27–FY31 strategic plan

<b>CPW</b>	Beede Roof Project	Bidding	FY26-27	Roof replacement project; design and bidding phase to begin in 2026
<b>CPW</b>	Comprehensive Roads Program	In Progress	2026–2030	Funding secured at Sept special election
<b>CPW</b>	Main St/Baker/Cottage Intersection	Design	TBD	Intersection improvements
<b>CPW</b>	Sewer Inflow & Infiltration Assessment	Completed	TBD	Assessment finished; closeout pending
<b>CPW</b>	Seasonal Demand & Water Use Program	Planning	TBD	CPW/Water initiative
<b>CPW</b>	Water Meter Procurement	Planning	TBD	Meter upgrade program
<b>CPW</b>	Water Meter Installation	Planning	TBD	Deployment to follow procurement
<b>CPW</b>	Roads & Safety Program Project Matrix Development	In Progress	TBD	Internal planning tool
<b>Town Manager's Office</b>	Records Management	In Progress	TBD	Archives and retention system
<b>Planning</b>	Peabody School Re-use	Planning	TBD	Long-term reuse options
<b>Planning &amp; Land Mgmt</b>	CHIP – Community Health Plan	In Progress	TBD	Collaborative public health plan



**TOWN OF CONCORD**  
**HUMAN RESOURCES DEPARTMENT**  
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**MEMORANDUM**

To: Concord Select Board  
Kerry A. Lafleur, Town Manager

From: Jessica Porter, Assistant Town Manager/HR Director

Date: October 2, 2025

Re: Proposed Dryland Training Room at Beede Center

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Enclosed in tonight's packet is a proposal from Betsy and Christoph O'Donnell, parents of Maisey O'Donnell, to construct a Dryland Training Room addition to the Beede Center. This proposal represents a generous donation in honor of Maisey and is currently in the conceptual stage.

To date, the O'Donnell family has worked with Sandy Smith and Tracey Bird to introduce the concept to Town staff, the Recreation Commission, and the School Committee. Each of these groups has expressed support and interest in further exploring the project.

The family and their representatives understand that several steps must occur before the project can move forward, such as a feasibility study, cost recovery analysis, and other capital improvement projects already in the pipeline for Beede. These include:

- Installation of new swim blocks (completed during the summer shutdown)
- Roof replacement project (currently in progress)
- Proposed expansion into the existing patio area
- Repairs to the rear wall of the building, identified within the past year

Recreation Director Leigh Jackson and Beede General Manager Jenny Saccardo will need to conduct a detailed cost recovery analysis. Any new addition must be financially self-sustaining through rental and usage fees.

A few weeks ago, Town staff from several departments met to review the proposal and identify initial concerns that should be addressed during a comprehensive feasibility study. Key issues include:

1. **Loss of Staff Parking:** The proposed location would eliminate six staff parking spaces. Staff often work early morning or late evening shifts, so proximity and safety are concerns. The plan is to coordinate with the School Department to hopefully identify alternative parking options. A review of the existing site permit will also be necessary to ensure compliance with parking requirements.
2. **Driveway Width:** The addition must not impede emergency vehicle access. The driveway width must remain sufficient for fire trucks and ambulances.

3. **Wetlands Proximity:** A feasibility study will evaluate whether the proposed or alternative site locations could impact nearby wetlands.
4. **Groundwater Conservancy District Regulations:** The entire Beede site lies within the Groundwater Conservancy District, which imposes limits on impervious surface coverage. Any expansion must comply with these restrictions.

Additionally, there is interest in exploring whether the project could follow a public-private partnership model, similar to how the Beede Center itself was originally developed. Staff are currently reviewing governance around that possibility.

I, along with the O'Donnell family and their representatives, will be present at Monday night's meeting to answer any questions you may have.

## MEMORANDUM

**To:** Town of Concord Select Board  
Kerry A. Lafleur, Town Manager

**From:** Betsy and Christoph O'Donnell

**Date:** October 6, 2025

**Re:** Honoring the Wishes of Maisey O'Donnell

**Goal:** To fulfill Maisey's wishes by building a Dryland Training Room at the Beede Center, establishing it as the premier public diving facility for training and competition in Greater Boston.

**Background:** Maisey often told us that she wished she could have dryland training equipment available at the Beede Center. She repeatedly shared that a trampoline and dry diving board (a "dry board") would enhance her and her teammates' training. A *trampoline with spotting rig and belt* allows a diver to learn new dives more quickly and safely. A *dry board* allows a diver to practice over a soft mat, without fear of a hard landing in a pool. Photographs of the trampoline, spotting rig and belt, and the dry board and landing pit are included on page 6 of the attached document.

**Project Detail:** The Beede Center diving well is a designated space, separate from the nearby swimming pool. The most promising site location for the project is the staff parking lot at the lower level because of proximity to the diving well, the relatively level site and the ability for expansion from the existing building without interfering with existing vents or sight lines. The proposed addition assumes a 50'x21'x21' room. More details are provided on page 4 of the attached document.

We acknowledge that the logistics around planning for the project, gaining approval for construction and acquiring the dryland training equipment, among other things, will need to be worked out pursuant to the Intergovernmental Agreement between the Town and the Regional School District.

**Project Cost:** The preliminary construction cost of the Dryland Training Room is estimated to be \$750K to \$950K. The estimate will be refined subject to feedback from subcontractors and the Town of Concord as details are finalized.

In terms of equipment, the estimated cost<sup>1</sup> is between \$30K and \$40K:

- The estimated equipment cost for the trampoline, spotting rig and spotting belt is about \$13K.
- The diving equipment to be purchased (springboard, dive stand, landing pit) is estimated to be less than \$17K.
- Other related equipment (e.g., TVs for video replay, stall bars for strength training, storage) will add incremental cost to the project.

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<sup>1</sup> Source: Springboards and More (<https://springboardsandmore.com>)

**Source of Funds:** Funds for the project as outlined above have been raised from family, friends, and the diving community who knew and loved Maisey.

- As of October 1, 2025, over \$568K from a total of more than 710 gifts have been received for The Maisey O'Donnell Fund.
- Additional funds for the cost of construction to build a Dryland Training room (including \$500K from a private foundation) have been identified and would be made available for this project.

In addition, it is our intent to provide sufficient funds to ensure the future repair and replacement of the Dryland Training equipment. Details around this kind of endowment will need to be discussed with the Town as the project moves forward. More detail on the Project Cost and Source of Funds are included on page 5 of the attached document.

**Committee Endorsements:** We presented this plan to the Recreation Commission on July 9<sup>th</sup> and the Concord-Carlisle Regional School Committee on August 20<sup>th</sup>. We would like to acknowledge and thank both groups and their senior staff who have expressed their unanimous support for creating the Maisey O'Donnell Dryland Training Center at Beede. Furthermore, we would like to acknowledge the support of Jessica Porter, Assistant Town Manager, for embracing this proposal from the start and guiding us through this process.

**Governance:** Our objective is to construct the Maisey O'Donnell Dryland Training Center as efficiently and as cost effectively as possible, while placing minimal burden on Town staff.

Our proposal is to use a non-profit corporation, specifically C.C. Pools Inc., as the entity to carry out the planning and construction of the new training facility, which would then be turned over to the Town in a manner similar to the original Beede Center. The new training facility is proposed to be located adjacent to the existing Beede Center which is on land owned by the Regional School District and subject to a ground lease between the Regional School District and the Town, and to an existing Intergovernmental Agreement to which C.C. Pools, Inc. is a party. We have had conversations with the leadership of C.C. Pools, Inc., and they are not only supportive of the project itself, but prepared to take the steps necessary to enable the use of C.C. Pools, Inc. for this project as an appropriate continuation of its mission begun over 20 years ago, to facilitate the planning and construction of the project, and to obtain the unique benefits unavailable using any other approach.

The benefits of using C.C. Pools, Inc. include all of the benefits of using a non-profit entity for planning and construction, including cost savings of up to 25-30%, plus the added benefits that (a) the documentation between the Regional School District, the Town, and C.C. Pools, Inc. is already in place and would require minimal amendment, and (b) C.C. Pools Inc. qualifies as an "existing partnership" pursuant to the Select Board policy regarding Public Private Partnerships dated July 10, 2017.

Savings of up to 25-30% in planning and construction costs would ultimately benefit the Town since it would allow us to leave a larger endowment to support future repair and replacement of the training equipment.

**Special Thanks:** We could not have come as far as we've come in the last four months were it not for a team of volunteers who have invested countless hours to help us make Maisey's dream a reality. We would like to close by acknowledging them and their support:

- Tracey Bird, Harvard University Diving Coach & Concord resident
- Margaret Chen, Cambridge Associates LLC & parent of former Beede diver
- Matt Fuhrmeister, Thoughtforms Builders & Monsters Road Cycling Club (Concord)
- Tom Kearns, DSK Architects+Planners & Concord resident
- Robert Scherzer, Cambridge Associates LLC & graphic designer
- Scott Simpson, FAIA architect & Carlisle resident
- Sandy Smith, Cambridge Associates LLC (retired) & Concord resident
- Brad Snodgrass, Tufts University and Boston University diving coach & CCHS graduate



THE MAISEY O'DONNELL DRYLAND TRAINING ROOM PROJECT



### **Maisey O'Donnell as an Athlete**

Maisey was an outstanding student at CCHS and a gifted athlete, finding success in local, state and national diving competitions. She was mentally strong and excelled under pressure. A two-time Massachusetts MIAA Division I State Diving Champion, she was undefeated in her Junior and Senior seasons. She was the three-time North Sectionals Champion and Dual County League Champion and a four-year CCHS varsity letter winner. In club diving, as a four-year member of Boston Area Diving, she earned AAU All-American honors her junior year and competed at USA Diving Nationals and Red, White and Blue Nationals.

### **The Project Goal**

To fulfill Maisey's wishes by building a Dryland Training Room at the Beede Center, establishing it as the premier public diving facility for training and competition in Greater Boston.

# “I wish we had a dry board.”

This was what Maisey told her parents many times after returning from springboard diving practice at the Beede Center. She repeatedly shared that a trampoline and dry diving board (a “dry board”) would enhance her and her teammates’ training. A trampoline with spotting rig allows a diver to learn new dives more quickly and safely. A dry board with spotting rig allows a diver to practice over a soft mat, without fear of a hard landing in a pool.

Maisey understood intuitively that to compete at the highest levels of sport, a developing athlete needs more than athletic talent and excellent coaching. For a sport like diving, an athlete also needs a world-class facility.

## Benefits of Dryland Training

Maisey recognized that dryland training is an essential complement to training in the pool. She observed from competing nationally that divers with access to dryland training equipment could accelerate their development and growth.

The key benefits of a separate dryland training room include:

- Progress: leads to mastering a dive more quickly
- Safety (physical): allows diver to practice new dives without experiencing impact (breaking the water surface)
- Safety (mental): takes away the “fear” component when learning a new dive versus learning in water
- Repetition: builds consistency of dives more efficiently (e.g., less time getting in and out of the pool, drying off between dives, etc.)
- Coaching: enables I:1 attention to identify areas of specific focus for a dive
- Strength: helps improve gross motor skills needed to improve as a diver
- Learning: helps a diver understand basic bio-mechanics of a dive

### The Beede Center Diving Well

The Beede Center was designed to have a designated diving “well,” separate from the nearby swimming pool. This design removes a barrier many young divers face: pool access. The Beede Center allows divers to train with greater frequency and repetition, improving their diving skills. Indeed, CCHS divers have won 28 MIAA Division I State Diving championships since the Beede Center opened in 2006 (15 girls’ titles, 13 boys’ titles).

### Site Location

Several sites were considered for The Maisey O’Donnell Dryland Training room. The most promising was the staff parking lot at the lower level because 1) it enables the dryland training room to be adjacent to the existing diving pool; 2) the site is relatively level and will easily accommodate expansion of the Beede Center; and 3) the site does not interfere with existing exhaust vents nor does it appreciably affect the sight lines of the existing building.

### Schematic Plan

The proposed structure assumes the following:

- Concrete footings set at 4’0” below grade plus an insulated slab on grade
- Metal panel siding for exterior
- Simple steel skeleton
- 50’x21’ room or 1,050 gross square feet
- New access door from existing diving well (with glass panel to observe room use)
- New exit door from addition to outside (safety requirement)
- 2’x4’ typical LED lights
- Minor reconfiguration of the staff parking area.

## PROJECT COST & FUNDING

### Construction Cost Estimate

The construction cost for a dedicated Dryland Training room at the Beede Center would depend on various factors, including the size of the space, materials used, site preparation required, and so forth. The proposed 21'x50' addition suggests a preliminary construction cost of \$750,000 to \$950,000.

This estimate will be refined further as we solicit feedback from subcontractors, and as we work with the design team and the Town of Concord to finalize details and select finishes.

### Equipment Cost

Three pieces of equipment would need to be purchased to provide a trampoline to assist in training divers: a foldable trampoline, a spotting rig, and a step-in spotting belt. These components are available for about \$13,000.

Trampoline <sup>1</sup>	\$8,885
Spotting rig <sup>1</sup>	\$3,969
Spotting belt <sup>1</sup>	<u>\$ 205</u>
Total	\$13,059

Three pieces of equipment would need to be purchased to provide a dry board to assist in training divers: a springboard, a stand for the springboard, and a dryland diving landing pit. These components are available for less than \$17K.

Springboard <sup>1</sup>	\$6,174
Dive stand <sup>1</sup>	\$4,550
Landing Pit <sup>1</sup>	<u>\$5,655</u>
Total	\$16,379

### Source of Funds

Funds for the cost of dryland equipment as outlined above have been raised from friends, family, and the diving community who knew and loved Maisey. As of September 2, 2025, more than \$550,000 from a total of more than 695 gifts have been received for The Maisey O'Donnell Fund.

Additional funds for the cost of construction to build a Dryland Training room (including ~\$500,000 from a private foundation) would be made available for this project.

<sup>1</sup>Springboards and More (<https://springboardsandmore.com/>)

# DIVING FACILITY IMAGES



*Trampoline/Spotting Rig & belt in use.*



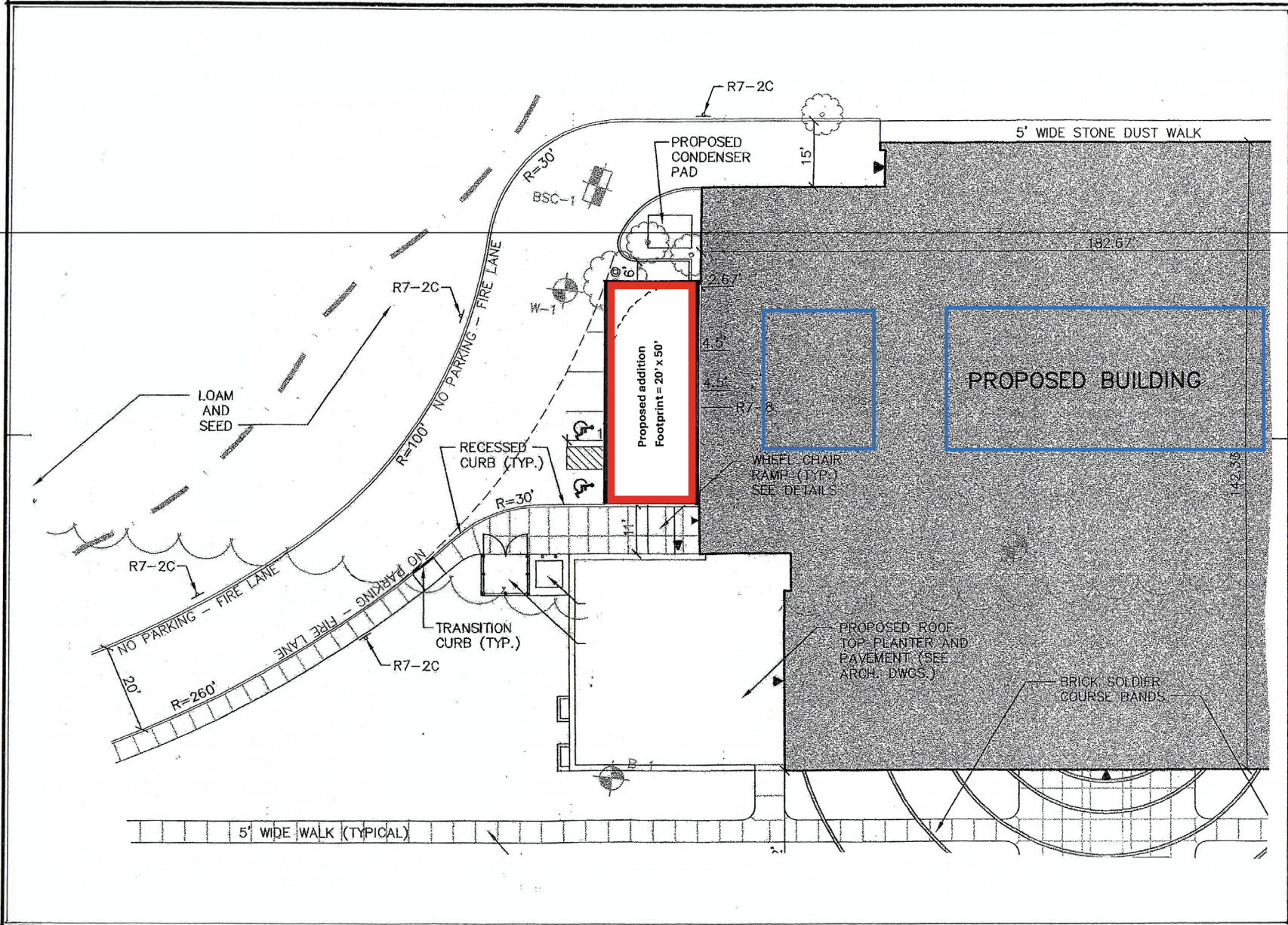
*Dry Board/Pit at Harvard University*



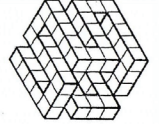
*Trampoline/Spotting Rig*



*Dry Board/Pit and Spotting Rig*

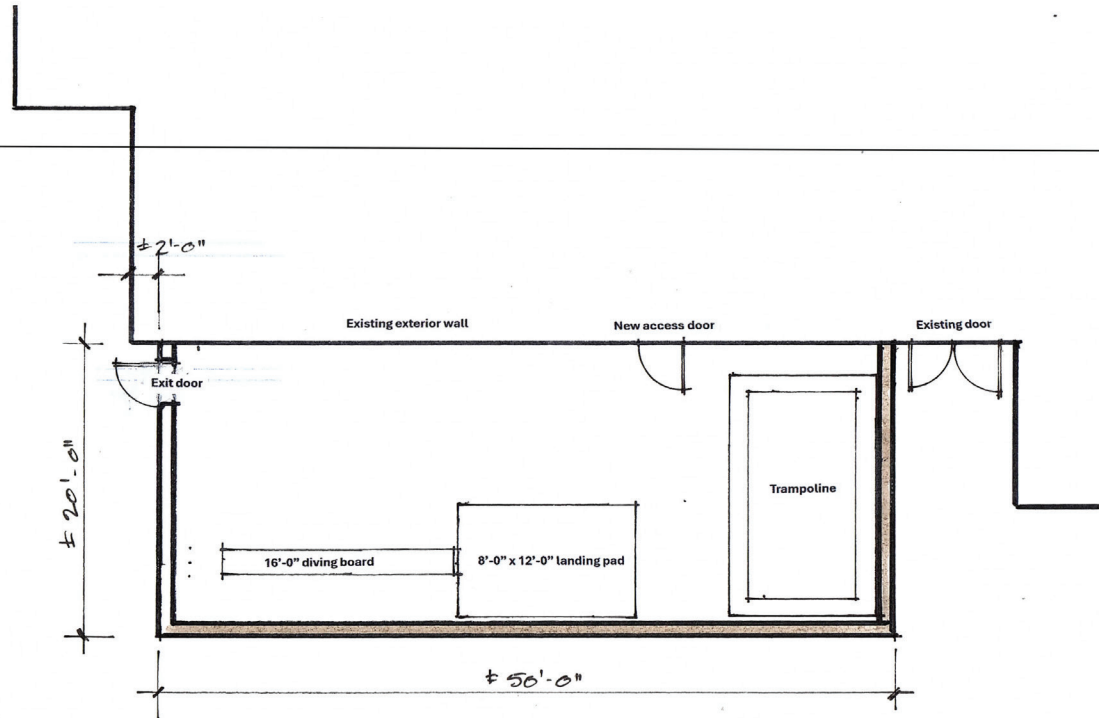


Scott Simpson, FAIA, LEED AP  
 Architecture, Planning & Design Strategy  
 117 Judy Farm Road  
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 scott.mitchell.simpson@gmail.com



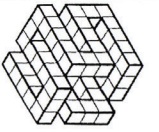
# Beede Center Addition

6.14.25



**Plan**  
Scale 1/8" = 1'-0"

**Scott Simpson, FAIA, LEED AP**  
Architecture, Planning & Design Strategy  
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Carlisle, MA 01741  
(617) 875-1895  
scott.mitchell.simpson@gmail.com



# Beede Center Addition

5.22.25

# 1

PRELIMINARY 3-D RENDERING



PRELIMINARY 3-D RENDERING





## SUPPORT DIVING AND THE BEEDE CENTER THROUGH THE MAISEY O'DONNELL FUND

Gifts to the Maisey O'Donnell Fund will help future divers discover the same joy, confidence, and community that Maisey found at the Beede Center through the sport of diving.

Your gift will help cement the Beede Center as the best diving facility for training and competition in the Greater Boston area.

Thank you for keeping Maisey's spirit alive.



You can contribute online at  
[www.communityfoundationmw.org/maisey-odonnell-fund](http://www.communityfoundationmw.org/maisey-odonnell-fund)

or you can mail a check directly to:

The Maisey O'Donnell Fund  
c/o Community Foundation for MetroWest  
3 Eliot Street  
Natick, MA 01760

Gifts to The Maisey O'Donnell Fund are tax-deductible.  
EIN 04-3266789



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FAIRYLAND POND

BRUCE RD

ADIN DR

WALDEN ST

POTTER ST

CONCORD TPKE

CONCORD TPKE

To: Jessica Porter, Assistant Town Manager

From: Betsy and Christoph O'Donnell

Date: September 22, 2025

Re: Governance of Maisey O'Donnell Dryland Training Center Project at the Beede Center

Objective: To construct the Maisey O'Donnell Dryland Training Center as efficiently and as cost effectively as possible, while placing minimal burden on Town staff.

Implementation: Our proposal is to use a non-profit corporation, specifically C.C. Pools Inc., as the entity to carry out the planning and construction of the new training facility, which would then be turned over to the Town in a manner similar to the original Beede Center. The new training facility will be located adjacent to the existing Beede Center on land currently subject to a ground lease between the Town and the Regional School District and subject to an existing Agreement to which C.C. Pools, Inc. is a party. We have had conversations with the leadership of C.C. Pools, Inc., and they are not only supportive of the project but prepared to take the steps necessary to enable the use of C.C. Pools, Inc. for this project as an appropriate continuation of its work begun over 20 years ago, to facilitate the project, and to obtain the unique benefits unavailable using any other approach.

Benefits: The benefits of using C.C. Pools, Inc. include all of the benefits of using a non-profit entity for planning and construction, including cost savings of 25-30%, plus the added benefits that (a) the documentation between the Regional School District, the Town, and C.C. Pools, Inc. is already in place and would require minimal amendment, and (b) C.C. Pools Inc. qualifies as an "existing partnership" pursuant to the Select Board policy regarding Public Private Partnerships dated July 10, 2017.

Savings of 25-30% in planning and construction costs would ultimately benefit the Town since it would allow us to leave a larger endowment to support future repair and replacement of the training equipment.

We greatly appreciate your assistance in moving this project forward over the last five months and look forward to discussing this part of the plan with you and other interested parties so we can obtain the support of the Select Board at their meeting on October 6<sup>th</sup>.

# Intergovernmental Agreement

## Between the Town of Concord and Concord-Carlisle Regional School District

This Agreement is entered into pursuant to Sections 3 and 4A of Chapter 40 of the General Laws of Massachusetts, as amended, and pursuant to the vote under Article 39 of the 1999 Annual Concord Town Meeting. This Agreement is entered into between the Town of Concord ("the Town"), acting by and through its Town Manager, and the Concord-Carlisle Regional School District ("the District"), acting by and through its Regional School Committee, to be referred to hereinafter as "the parties".

In consideration of the mutual promises herein contained, and in recognition of the donor's intent to gift to the Town of Concord a community Swim & Health Facility, it is hereby agreed as follows:

### INTRODUCTION

C.C. Pools, Inc, a not-for-profit entity (the "Donor") has offered to design and construct a health and swim facility for the Town which would be used by the Town and the District. The parties have identified a parcel of land, hereafter referred to as the Premises, owned by the District on which such a facility could be located. The parties have agreed to enter into this Agreement and the District has agreed to allow the Town in compliance with applicable law to permit the Donor to develop such a facility and, if a facility is constructed, to provide for joint use of the facility by the Town and the District.

### SECTION 1 GENERAL PROVISIONS

1. DATE OF AGREEMENT: January 30, 2004
2. DISTRICT'S ADDRESS: School Administration Building  
Merriam Road  
Concord, MA 01742
3. TOWN'S ADDRESS: 22 Monument Square  
Concord, MA 01742
4. PREMISES: Approximately forty-thousand (40,000) square feet of land located on the Concord-Carlisle Regional High School campus on Walden Street, between the existing High School structure and Walden Street, as shown as "Parcel A" on the plan attached hereto as **Exhibit A** and made a part hereof (the "Plan").
5. SITE: The campus of the Concord-Carlisle Regional High School is shown on the plan attached hereto as **Exhibit B** and made a part hereof.
6. TERM OF AGREEMENT: Twenty-five (25) Years.
7. TERM COMMENCEMENT DATE: January 30, 2004.

8. TERMINATION DATE: December January 30, 2029.
9. PERMITTED USE: The Premises are to be used by the Town for operation of a Swim & Health facility, if constructed, or other active recreational use approved by the District, and for uses normal and accessory thereto only and for no other purposes, unless the District otherwise explicitly agrees in writing.
10. PERMITS: The Donor or the Town shall be responsible to obtain and maintain all necessary permits, licenses and approvals (including, without limitation, any special permits, variances or other zoning relief, any subdivision approval and any other building code or land use matters) required to allow the Permitted Use on the Premises and the design and construction of the Swim & Heath Facility (collectively, "Permits").
11. USE OF PREMISES: The Town shall be permitted in compliance with applicable law to grant to the Donor the right to enter the Premises for the purposes of enabling said entity to construct and equip a Swim & Health Facility on the Premises. It is anticipated that the Town, through its Recreation Department or other Town agency, shall operate and maintain the Facility upon its completion. The District shall have rights to use the facility as provided in Exhibit C. Any change in this anticipated arrangement shall be subject to the approval of the Town and the District.
12. CONSTRUCTION ACTIVITY: The Town shall have the right in compliance with applicable law, but no obligation, for itself and the Donor and its contractors, to construct improvements on the Premises, including a Swim & Health facility together with access ways, parking, utilities, and other related improvements (collectively, a "Swim & Health Facility"). If construction is undertaken on the Premises, such construction shall be prosecuted diligently through to completion, in order to minimize, to the extent feasible, disruption to the District's activities on the Site. All construction activity on the Premises shall be in accordance with detailed plans which shall be submitted to the District for review and comment prior to the initiation of any work. Construction activity shall be subject to site coordination and other requirements agreed to by the District, the Town and the Donor. All construction activity shall be in accordance with applicable building and land use codes and regulations. Nothing contained in this Agreement shall be interpreted to require construction of a Swim & Health Facility or other improvements on the Premises.

If the Donor elects not to develop a Swim Facility on the Premises, or if for any reason a Swim & Health Facility is not constructed on the Premises and opened for the use of the Town and the District by January 30, 2009, this Agreement shall become void without recourse to the parties, and neither the Town nor the Donor nor anyone claiming under them shall have any further right to control or possession of the Premises, and the Town and the Donor shall be responsible for restoration of the Premises as nearly as practicable to its condition as of the Date of this Agreement including, if necessary, the demolition and removal of any incomplete portions of the Swimming & Health Facility. Such demolition, removal and restoration shall be the sole obligation of the Town in such event.

## SECTION 2 SPECIAL PROVISIONS

13. ACCESS TO SITE: The Town and Donor shall have access to the site effective January 30, 2004.

14. PREMISES. The Town shall have possession and control of the Premises during the term of this Agreement, subject to the terms and conditions hereof. Wherever in this Agreement the term "Premises" is used, said term encompasses the parcel shown as "Parcel A" on Exhibit A, including any and all existing and future structures, parking facilities, and the like built or to be built thereon, as the same may from time to time be altered, reduced, enlarged or increased by the addition of other lands, together with structures and the like thereon which may have been or may from time to time be so designated by the District and the Town. Any alterations shall be done in a good and workmanlike manner and in compliance with all applicable federal, state and local laws, codes, ordinances, regulations and policies.
15. UTILITIES. The Town shall have the right to maintain, repair, and replace in the Premises, and other premises of the District, utility lines, pipes, conduits and the like, to serve the Premises and/or other premises of the District, provided that any such work affecting other premises of the District shall require prior written approval of the District, which shall not be unreasonably withheld. All such activities shall be performed pursuant to applicable federal, state and local laws, codes, ordinances, regulations and policies.
16. EASEMENTS AND COVENANTS. The Town's rights to control and possession of the Premises are subject to and with the benefit of all covenants, restrictions, easements, encumbrances, rights, and agreements of record to the extent in force and applicable, and subject to zoning, environmental and building laws, ordinances and regulations and such other laws, ordinances and regulations as may from time to time be applicable to the Premises and facilities constructed thereon.
17. APPURTENANT RIGHTS. The Town shall also have the nonexclusive right for the Donor (in compliance with applicable law) and the Town (and all persons claiming under the Town, including the Town's contractors, employees, agents, vendors, guests, and other Town invitees) to use roadways, driveways, curbs, curb cuts, and all other similar facilities and areas of the Site necessary for access to and from the Premises.
18. NO ENCUMBRANCES. The District covenants that, at the time of execution and delivery of this Agreement, the District is the owner in fee simple of the Premises. The District covenants that it will not encumber or lien the title of the Premises or cause or permit said title to be encumbered or liened in any manner whatsoever during the Term of this Agreement.
19. TERM OF AGREEMENT. This Agreement shall remain in effect for the Term of Agreement stated above, commencing on the Term Commencement Date and ending on the Termination Date, unless sooner terminated or extended as herein set forth. The parties intend to extend the Term, except as hereafter provided, subject to compliance with applicable law. Upon completion of the initial Term, provided that the Town is still in possession of the Premises and the Town is not in default of the terms of the Agreement, the Term hereof shall be extended for an additional period of twenty-five (25) years, unless either party gives written notice to the other, in accordance with the notice requirements described below, that it does not intend to extend the Term. If the District determines that it has a pressing need to use the Premises for expansion of its campus facilities and therefore is unable to extend the Term, the District shall give written notice to the Town, at least three (3) years prior to the expiration of the initial Term or renewal Term then in effect, of such determination and that the District does not

intend to extend. The need must be demonstrable and over-riding from an educational standpoint, in order to warrant the discontinuance of a functioning Swim & Health facility. Under such circumstances, the District shall be responsible for the removal of the Swim & Health facility and the restoration of the site.

The Town shall have the right at any time to terminate this Agreement or to suspend operation of the Swim & Health Facility or a portion thereof, or to close the Swim & Health Facility or a portion thereof, if the Town determines that continued operation of the Swim & Health Facility or portion thereof is not financially viable or is otherwise impracticable. The Town shall give the District at least thirty (30) days' written notice of any suspension of operations or closure (except in case of accident, equipment failure or other emergency), and at least one (1) year written notice of termination or non-renewal of this Agreement. If the Town closes the Swim & Health Facility for a period exceeding one (1) year, the District shall have the right to terminate this Agreement by giving written notice of termination to the Town, provided such notice is given within six (6) months after expiration of such one-year period, and in such event this Agreement shall terminate as of the date sixty (60) days after the date of the Town's receipt of such notice, unless the Town re-opens the Swim & Health Facility within such sixty-day period. If this Agreement is terminated for any of the reasons provided in this paragraph, the Town shall surrender possession of the Premises the District as provided in Section 27 below, and the Town shall be responsible for the removal of the facility and restoration of the Premises as closely as practicable to its original condition.

20. ACCEPTANCE OF PREMISES. The Town agrees that, except as set forth herein, the Premises are being delivered "as-is" and the District is not required to do anything to prepare the land for the Town's occupancy or contribute funds toward construction of any improvements, that the District shall not be responsible for any costs associated with development of the Premises, and that no representations or warranties, express or implied, respecting the condition of the Premises and no promises to alter, repair or improve the Premises either before or after the execution hereof have been made by the District or its agents to the Town, unless the same are contained herein and made a part hereof. The parties will work together in good faith to resolve any issues that arise in connection with development of the Premises. If the Donor does not comply with any obligation placed upon the Donor herein then, unless otherwise agreed by the parties, the Town shall be responsible to comply with such obligation.
21. REAL PROPERTY TAXES. The Town shall not be subject to any real property taxes with respect to the Premises to the maximum extent permitted by law.
22. UTILITIES. If the Donor constructs a Swim & Health Facility, the Donor will install electricity, gas, water and sewer services to the Premises. The District agrees to provide access to complete the work required to furnish such services. The Town shall pay promptly and in a timely manner for all utilities furnished to the Premises beginning on the Term Commencement Date, including, but not limited to, gas, water, electricity, sewer charges, telephone, transmission of intelligence and the like, including all utilities necessary for heating and air-conditioning the Premises if applicable.
23. ADDITIONAL COVENANTS. The Town further agrees to conform to the following provisions during the entire Term of this Agreement:

- (a) All trash, refuse, and the like, shall be kept in suitable covered containers, within the facilities on the Premises or such places that are designated by the District outside the Premises. The Town shall be responsible for its proportionate share of trash and refuse removal services, if such services are provided by the District, or it shall contract at its own expense for such removal services. The Town shall be permitted by the District to use a dumpster or similar container and the Town agrees to keep the area and vicinity where the dumpster is located in appropriately clean condition. If the Town uses the District's dumpster, the District shall be responsible for keeping the area and vicinity where the dumpster in appropriately clean condition; and
- (b) The Town shall be responsible for internal and external security within the Premises including but not limited to reasonable safety measures for the Town's guests and invitees. The District shall be responsible for safety and security in connection with any use of the facilities on the Premises, including the Swim & Health Facility, parking areas and any other facilities, by the District or its students, employees or other guests and invitees. The District intends, by this Agreement, to grant full custody and control of the Premises to the Town, subject only to the terms of this Agreement.

24. TRANSFER OF RIGHTS. Notwithstanding any other provisions of this Agreement, the Town covenants and agrees that it will not grant rights to possession or control of the Premises to any third party, except that the Town may in compliance with applicable law grant rights to the Donor and its contractors to enter on the Premises to develop and construct a Swim & Health Facility and, if a Swim & Health Facility is constructed, the Town may in compliance with applicable law (1) sell memberships and (2) otherwise grant rights to use the facility to its guests and invitees. Any other transfer of rights to possession or control of the Premises shall require the prior written consent of the District, which may be withheld in its sole discretion; provided that the District shall not unreasonably withhold its consent to a transfer by the Town to an appropriate non-profit entity (with experience in operating similar facilities) of the right and obligation to manage and operate the Swim & Health Facility. In the event the Town transfers its rights to operate the Swim & Health facility, the District shall have the right to require indemnification protection from the third-party operator, and the District's right's to use the facility shall in accordance with the terms of this agreement shall be binding on any such third-party operator.

25. MAINTENANCE AND REPAIR

(a.) The Town agrees that, from and after the date that possession of the Premises is delivered to the Town, and until the Termination Date or sooner termination of the Term, and as of the time of surrender of possession to the District, the Town will maintain in good repair and order all buildings, facilities, structures and landscaping, and all systems (mechanical, electrical and HVAC), utilities and all other improvements to the Premises. The District shall have no obligation to maintain, repair, or replace any part of the Premises or improvements thereto.

(b.) Section 25.2 The Town shall be responsible for the removal of snow and ice from the walkways, driveways and parking areas of the Premises unless the

parties agree to an arrangement whereby this work is performed by the District and a fair and reasonable fee is assessed to the Town.

- (c) The Town further agrees that the Premises shall be maintained by the Town at its cost in accordance with all applicable federal, state and local laws, codes and ordinances, including without limitation laws relating to the use, storage and disposal of hazardous materials, and in accordance with all directions, rules, and regulations of the Health Officer, Fire Marshall, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover.

26. ALTERATIONS AND IMPROVEMENTS . The Town may make alterations and improvements and/or additions to the Premises without first obtaining, in each instance, the written consent of the District, except that any change in the Premises which would require approval of the Zoning Board of Appeals or Planning Board shall require the prior written consent of the District. All alterations shall be done in a good and workmanlike manner, and in compliance with all applicable federal, state and local laws, ordinances, regulations and policies. Any and all alterations, additions, improvements and fixtures made or installed by or on behalf of the Town on the Premises shall remain the property of the Town for the Term of this Agreement. Any equipment, fixtures, furniture and furnishings may be removed by the Town at any time.

27. SURRENDER. Upon the expiration or sooner termination of this Agreement as provided for in Section 19 above, the Town shall surrender to the District the Premises in good order and repair and in good operating condition, except for ordinary wear and tear; provided, however, that at the request of the District the Town shall, within two years unless otherwise mutually agreed, demolish and remove the Swim & Health Facility and restore the Premises at the end of the term of this Agreement.

28. PUBLIC LIABILITY INSURANCE

- (a) The Town shall keep in force from and after the Date of this Agreement set forth in Section 1 above, throughout the Term of this Agreement, and any extensions thereof, (a) a Commercial General Liability insurance policy or policies protecting the Town and the District against liability to the public or to any invitee of the Town or the District arising out of occurrences on or about the Premises, with limits (including excess or umbrella policies) not less than \$5,000,000.00 per occurrence and not less than \$5,000,000.00 in the annual aggregate; (b) insurance protecting against liability under Worker's Compensation Laws with limits at least as required by statute; (c) "All Risk" property insurance covering all building(s) constructed on the Premises, under the blanket property policy maintained by the Town covering the Town and the District.
- (b) The Town and the District hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies (i.e., this waiver shall not apply to

losses within the policy deductible or in excess of policy limits). Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

(c) The Town agrees to use and occupy the Premises, as it is herein given the right to use, at its own risk; and the District shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Town except for such loss or damage arising out of the negligence or willful misconduct of the District and its students, employees, agents and contractors. The provisions of this Section shall apply during the whole of the term hereof, including all times commencing with the Term Commencement Date.

(d) The Town shall require any and all contractors performing work at or on the Premises or the Site to furnish to the District prior to the commencement of any work by any of said contractors, evidence of liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00), with respect to bodily injury and property damage liability insurance.

29. FIRE AND CASUALTY

In case during the Term hereof, the Premises or any facility thereon shall be partially or substantially damaged by fire or other casualty, neither the Town nor the District shall have the obligation to restore the damaged facilities. If, however, the Town elects not to restore, it shall so notify the District in writing within one hundred eighty days (180) of the damage, and raze the improvements and remove all debris at its expense within one year, or other mutually agreed time frame, giving notice that it will not restore, after which time this Agreement shall terminate and be of no further force or effect. If the Town elects to repair or restore the damaged facilities at its sole cost and expense, this Agreement shall remain in full force and effect.

30. EMINENT DOMAIN

EMINENT DOMAIN. If the Premises, or any portion thereof, as determined by the Town, shall be taken by condemnation or right of eminent domain, the Town shall be entitled to terminate this Agreement, provided that such notice is given not later than thirty (30) days after the Town shall have received written notice that a taking has occurred. With respect to the amount of any award, whether pro tanto or final for any taking, the Town hereby waives all rights in any such awards, except awards to the Town for the value of the Town's rights under this Agreement, the unamortized value to the Town of the Town's fixtures and equipment, and the Town's improvements (including site work), and any separate awards which may be made for the Town's relocation expenses, business interruption and the like.

30. DEFAULT AND REMEDIES: If either party should fail to comply with or breach any of the terms of this Agreement, the parties shall attempt to resolve the issue informally for a period of sixty (60) days. If the issue cannot be resolved informally, the non-breaching party may give notice of default to the breaching party, and if the breaching party does not cure such failure or breach within 60 days or such longer period as may be reasonably necessary if such default cannot reasonably be cured within 60 days after such written notice of default from the non-breaching party, and if the matter involves a

material breach of this Agreement, then the non-breaching party may demand that the matter be referred to an independent arbitrator for resolution. The shall mutually agree to the selection of the arbitrator, shall equally share the cost of the arbitrator, and shall abide by the arbitrator's final decision. In the event either party fails to abide by the arbitrator's decision with 60 days of issuance, the non-breaching party may declare the breaching party in default under this Agreement, terminate this Agreement, or otherwise exercise such rights and remedies as may be available at law and in equity arising from such default. In no event shall either party be liable to the other for indirect or damages of any kind.

31. **TERMINATION RIGHTS.** If the Donor is unable to obtain the Permits, the Town shall have the right to terminate this Agreement by giving the District written notice of said termination on or before December 31, 2008. The District shall reasonably cooperate with the Donor and the Town in the Town's and the Donor's efforts to obtain the Permits at the Donor's expense which shall not include the hourly cost of the District's staff cooperation.

32. **MISCELLANEOUS PROVISIONS**

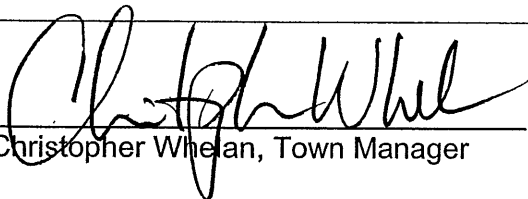
- (a) **Waiver.** Failure on the part of either party to complain of any action or non-action on the part of the other, no matter how long or often the same may continue, shall not be deemed to be a waiver of any rights hereunder. Further, no waiver at any time of any of the provisions hereof by either party shall be construed as a waiver of any of the other provisions hereof; and a waiver at any time by either party of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the District to or of any action by the Town requiring the District's consent or approval shall not be deemed to waive or render unnecessary the District's consent or approval to or of any subsequent similar act by the Town.
- (b) **Mechanic's Liens.** The Town agrees to require the Donor to pay promptly for any work done (or material or service furnished) by or on behalf of the Donor in or about the Premises or the Site, and the Town shall not permit or suffer any lien to attach to the Premises, the Site, or any other premises owned by the District on account of work performed by or on behalf of the Town. The Town agrees to cause the Donor to immediately discharge (either by payment or by filing of the necessary bond, or otherwise), any mechanic's, materialmen's, or other lien against the Premises or the Site, the District and/or the District's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Donor in, upon or about the Premises or the Site.
- (c) **Invalidity of Particular Provisions.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

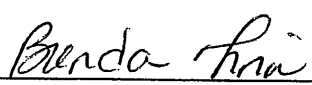
- (d) **Governing Law.** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.
- (e) **Paragraph Headings.** The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed to be an original for all purposes as of the day and year first above written.

**TOWN OF CONCORD, MASSACHUSETTS**

**CONCORD - CARLISLE REGIONAL  
SCHOOL DISTRICT**

By:   
Christopher Whelan, Town Manager

By:   
Brenda Finn, Superintendent of Schools

## EXHIBIT C

FACILITY OPERATION AGREEMENT

The Concord-Carlisle Regional School District and the Town of Concord have agreed on the following terms and conditions with respect to the operation and management of the Swim Facility.

1. Financial Obligations. In consideration of the Concord-Carlisle Regional School District entering into an inter-municipal use agreement with the Town of Concord permitting the construction and Town operation of an indoor health and swim facility, Concord-Carlisle High School will use the swim complex as provided below without incurring a cost obligation to the Town. In recognition of the Town's financial obligations to operate the complex on a self-supporting basis, the Concord-Carlisle Regional School District recognizes the right of the Town to revenues from all activities operated within the facility, except that the District or supporting groups may request permission to conduct fund-raising activities on the Premises or hold fund-raising events.
2. Scheduling. The Town will retain responsibility for all scheduling of the facility. The appropriate Town and School officials will work cooperatively to ensure that each party's needs are met. The use schedule will accommodate, without cost to the District, Concord-Carlisle High School swim team practices and meets for the fall and winter competitive seasons and up to three High School physical education programs or more should the Recreation Director deem it feasible that occur during the school day, and will accommodate the need of the Town to generate revenue sufficient to cover operating costs. It is anticipated that it will be necessary for the Recreation Director or his designee to reserve a portion of the facilities for use by dues-paying members and the public, except during competitive swim meets.
3. Staffing. The District will be responsible for oversight of all Concord-Carlisle High School activities, The District will provide sufficient staff to oversee the activities of students, opposing teams, staff, visitors, and spectators.. The Town shall be responsible for the general public and any members using the pool for non-school activities.
4. Overflow Parking. The parties recognize that swim meets or other events at the Swim Facility or at the High School may require parking in excess of the parking available on the Premises or the other portions of the Site, respectively, and the parties agree to develop equitable, reciprocal arrangements for handling such overflow parking.



TOWN OF CONCORD  
Division of Natural Resources  
141 Keyes Road, Concord, MA 01742  
(978) 318-3285

To: Kristin Reichman, Executive Assistant to the Select Board

From: Delia Kaye, Natural Resources Director *dk*

Re: Book Donation – *Town Ecology: Concord, Thoreau and Onward*

Date: September 19, 2025

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Richard Forman, a distinguished landscape ecologist and long-time Concord resident, has written an engaging and informative book on the ecology of Concord which he wishes to donate to the Town. This book contains a wealth of information that Concordians and others will very much value, and will be available for purchase at the Division of Natural Resources office and the Visitor Center.

In accordance with MGL Chapter 44, Section 53A and APP #19, I respectfully request that this matter be placed on the next available Select Board's agenda for acceptance.

Concord Select-Board  
Mark Howell, Chair  
Town of Concord, MA 01742

September 16, 2025

Dear Colleagues:

I wish to donate my new book, *Town Ecology: Concord, Thoreau and Onward*, as a gift to the Town of Concord. This is a serious, comprehensive, readable, well-illustrated ecology book, the first on Concord since Thoreau's time. I am funding the estimated \$30,000 production cost of 1000 copies in full, so books can be sold at a reasonable price by the Town's Natural Resources Division and the Visitor Center (as done for the small 2021 Forman, Kaye and White book, *Ecology along Concord Trails*). Delia Kaye, Concord's Director of Natural Resources, has enthusiastically helped in this ecology book project.

As brief background, my wife Barbara and I are 40-year town residents, I'm a Harvard ecology professor emeritus, and years ago led or helped lead varied town projects and reports. In recent years, many of the ecology book's subjects have been presented for residents at monthly "Conservation Coffees."

Attached are:

- A. Front cover
- B. Back-cover summary of book content
- C. Biographical sketch
- D. Brief Table of Contents
- E. "Blurbs" by experts

This donation may be ready within days. It should be much appreciated by Concord residents, and New Englanders in general, as well as useful in a wide range of Town activities and projects. I hope this gift meets with your approval.

Many thanks, indeed.

Sincerely,



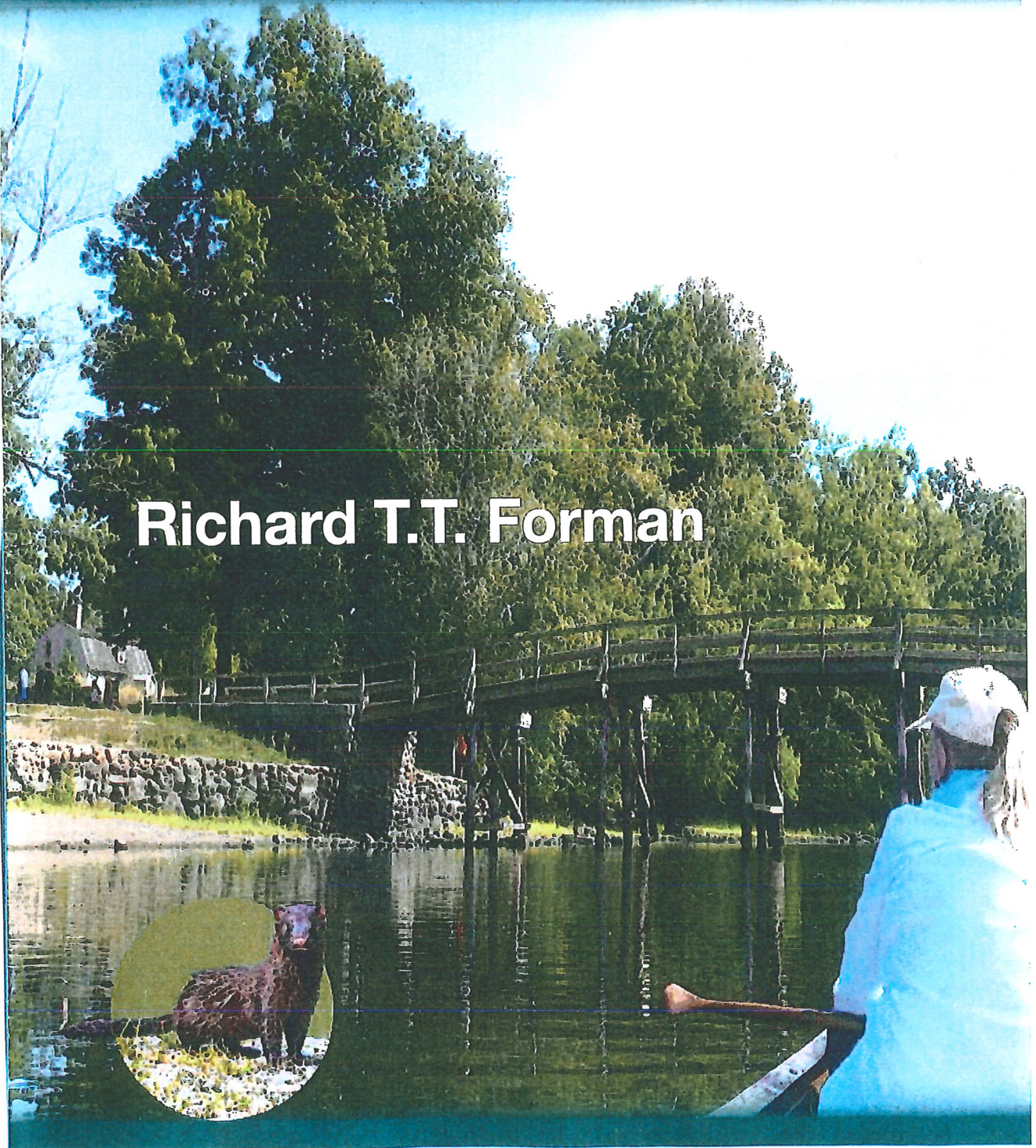
Richard

Richard T. T. Forman, 119 Elsinore Street, Concord, MA 01742

# Town Ecology

Concord, Thoreau and Onward

Richard T.T. Forman



**Exploring this iconic town** and surroundings uncovers endless ecological discoveries. New readable results and stories enrich every chapter. Look at Walden Pond, or a mile-square forest, three rivers, stone walls of different uses and ages, wildlife tracks on farm-fields indicating routes across town, widespread century-old woods, an array of water features, wildlife using six highway underpasses, the ecology of house-lots varying in size, and the big land mosaic. Environmental history comes alive in the four-century motif of change. Henry Thoreau matured into America's first ecologist in this very place. Ecological science provides a major new perspective on New England towns. Reader---maybe teach a course on town or locality ecology, or unravel the ecology of your own favorite place. Decades of "ecodetectives" plus current work here most likely created the best ecologically known town on Earth.

Still, citification remains the main route ahead for towns outside a major city. Yet, a less-traveled way leads to a sustainable town. Concord teeters...could go either way.

**Richard Forman** taught at the Escuela Agricola Panamericana, University of Wisconsin, Rutgers University, and 36 years at Harvard University where he remains emeritus professor. Hundreds of class field trips explored ecology in Venezuela, Costa Rica, South Florida, New Mexico, Wisconsin, and Virginia to Maine. He lived in several countries, while learning, lecturing, and welcoming adventures worldwide. Forman wrote pioneering articles and books on landscape ecology, road ecology, urban ecology, and town ecology. He and his historical-interpretive wife, Barbara, were 40-yr. residents of Concord. Here he helped lead two Town Open Space Plans, spearheaded the Historic Resources Masterplan, in 1997 wrote *Concord's Mill Brook: Flowing Through Time*, and in 2021 co-authored *Ecology along Concord Trails*. Intensively exploring and studying the Town of Concord and surroundings, 170 years after Thoreau, remains an indelible high point.

## Contents in Brief

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**What could be more engaging** than joining the internationally acclaimed founder of landscape ecology and road ecology as he explores the landscape that he has called home for decades? Wherever home is, you will benefit from reading the ecology of this one town, written by the man who coined the term and wrote the book on Town Ecology. There's much that enlightens and plenty to inspire one's own efforts to interpret and help guide a prosperous future for the landscape most dear to each reader.

**David R. Foster.** Former Director of The Harvard Forest  
Author of *A Meeting of Land and Sea:*  
*Nature and the Future of Martha's Vineyard.*

**In this beautiful, richly illustrated book,** something unique appears---a "How we got to Now," while also looking to the future. A scientific assessment by a distinguished ecologist provides a compelling picture of a single locality and its surroundings. Discoveries and surprises keep appearing. Not a natural history, but an ecological history crowned with today's highlights. Rock outcrops. Archaeological sites. Deep lakes. Human neighborhoods. Shady forests. Stone walls. Acid bogs. Toxic waste sites. Verdant marsh. It's all there. This comprehensive ecological overview will strengthen the planning portal as the town moves forward with conservation and development.

**Robert M. Thorson,** Professor of Earth Sciences, University of Connecticut  
Author of *Walden's Shore* and *The Boatman*

**In *Town Ecology*, we accompany an astute** ecology observer as he explores and is inspired by a town's common and unique features, as well as mysteries of the natural world over many centuries of human presence. Delightful discoveries appear on nearly every page, while we are also reminded that change---often of our own making---is the inescapable ecological challenge facing this and other communities.

**Gary Clayton,** Former President, MassAudubon  
Former Chair, Concord Select-Board, Town of Concord, MA

**No one else could have written** the in-depth account of Concord's ecology that this book provides. It offers a wealth of first-hand observation of Concord's natural history that surpasses Henry David Thoreau's, seen through the seasoned eye of an accomplished landscape ecologist.

**Lawrence Buell,** Harvard University. Author of *The Environmental Imagination,* *Henry David Thoreau: Thinking Disobediently,* and other books on Concord Transcendentalism and environmental writing

**What does nature look like?** In this book, the author embarks on a captivating journey through Concord's natural and human landscapes with a sharp eye and boundless curiosity. The wonders that make every natural area unique are revealed. More than just a celebration of nature, this insightful book underscores the vital role of thoughtful land planning in preserving biodiversity, promoting sustainability, and enriching communities. A compelling read for anyone who cares about the natural world and the future of this iconic place.

**Delia R. J. Kaye,** Director, Concord Natural Resources Division  
Co-Author, *Ecology along Concord Trails*

**AGREEMENT FOR BOOK DONATION TO  
THE TOWN OF CONCORD**

This Agreement for the Donation of a Book to the Town of Concord (“Agreement”) is made and entered into this 18<sup>th</sup> day of Sept., 2025, by and between the Town of Concord, Massachusetts, a municipal corporation with 22 Monument Square Concord, Massachusetts, 01742 (the “Town”), and Richard T. T. Forman, an individual residing in 119 Elsinore Street, Concord, Massachusetts (the “Donor”).

WHEREAS, the Donor is the author of the book titled, “Town Ecology: Concord, Thoreau and Onward,” printed by Concord Printing in its first edition (the “Book”);

WHEREAS, the Donor desires to donate copies of the Book to the Town;

WHEREAS, the Town is authorized under M.G.L. c. 44, § 53A1/2, to accept donations of tangible personal property; and

WHEREAS, the Donor also desires to convey all of the Donor’s rights and title to and interest in the Book exclusively to the Town;

Now, THEREFORE, for good and valuable consideration as to the conveyance of all rights to the Book, the Donor and the Town (together, the “Parties”) hereby agree as follows:

1. The Donor shall donate one thousand (1,000) copies of the Book to the Town of Concord, located at 22 Monument Square, Concord, Massachusetts, 01742, in custody of the Division of Natural Resources, located at 141 Keyes Road, Concord, Massachusetts, 01742.
2. The Donor shall have the right to obtain up to sixty (60) copies of the Book from the Town at any time after the execution of this Agreement at no cost; after which sixtieth free copy, the Donor shall have the right to purchase the Book from the Town at a cost equal to sixty percent (60%) of the full price of the Book at the time of the purchase.
3. The Donor hereby unconditionally, absolutely, and irrevocably grants, transfers, assigns, and conveys to the Town all of the Donor’s rights, title, and interest in the Book and waives any claim to copyright to the Book.
4. The aforementioned rights in the Book to be conveyed include:
  - a. Basic computer and printed files;
  - b. Permission by contributors for the Book for reproduction of their photographs or other proprietary data, said permissions being: for non-exclusive rights in all printings, editions, languages, and formats for said contributor reproductions, permission for reproduction from contributors for the Book; and for the right of the Donor (upon

execution of this agreement, the Town) to transfer whatever rights are required for an appropriate publisher to print, publish, or sell copies of the Book as deemed necessary by the Town.

5. The Town shall own all one thousand (1,000) copies of the Book, as well as any further copies published for sale by the Town or by a duly authorized publisher.
6. The Town or a duly authorized publisher or seller, shall sell copies of the book, including in unabridged form, whether serialized or not, and including mail-order sales, at a reasonable price.
7. The Town shall conduct any marketing or sales activities concerning the Book in its sole discretion.
8. The Town may, at its sole discretion, grant, transfer, assign, and convey the Books and all rights thereto to any national publisher.
9. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
10. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of law.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement was made and executed as of the date first above written.

Concord,


DONOR: Richard T. T. Forman,  
an individual residing in 119 Elsinore Street,  
Massachusetts



---

Richard T. T. Forman  
*Author*

TOWN: The Town of Concord, Massachusetts,  
a municipal corporation with a primary address  
of 22 Monument Square Concord, Massachusetts,  
01742,



---

Kerry A. LaFleur  
*Town Manager, Town of Concord*



## Memo

To: Select Board  
Kerry Lafleur, Town Manager

From: Kaari Mai Tari

Date: October 3, 2025

Re: Procedures for Voter Information Mailings – Special Town Elections

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The following procedures have been drafted and reviewed by Town Counsel to clarify the process for preparing and distributing voter information mailings in advance of Special Town Elections.

These draft procedures specifically address two areas that were insufficiently handled during the August 19, 2025 Special Town Election:

- Outreach to proponents and opponents of ballot questions to solicit written arguments
- Review and verification of the ballot question summary and the “Yes/No” explanatory statements
- Final review of the ballot question mailing prior to submission

The goal of the procedures is to ensure consistency, transparency, and full compliance with the requirements of Massachusetts General Laws Chapter 53, Section 18B, a copy of which is included with this document.

These procedures are intended to guide staff, elected/appointed officials, authors of pro and con arguments, and legal counsel in coordinating timely and accurate voter communications for future elections.

# Local Ballot Question Procedures to Implement MGL 53, §18B

## 1. Select Board votes to place a question on the ballot

## 2. Notification on the following day

- Ballot question language is forwarded to:
  - Town Counsel
  - Town Clerk

## 3. Solicitation of Arguments

- **Within 7 days of Select Board vote:**
- Town Counsel reaches out to individuals who are best positioned to present arguments in favor of the ballot question, and at least two who are best suited to present arguments in opposition. These may include:
  - Officers of a ballot question committee if one exists (per Chapter 55, Section 1)
  - Officers of any relevant town/district committees:
  - Majority of the first 10 signers of the petition initiating the ballot question (for annual town elections only)
- Town Counsel provides at least 7 days' written notice of the deadline for submission.

## 4. Submission of Arguments

- Following the 7-day notice period (specific due date to be provided by Town Counsel):
  - Authors submit:
    - Draft arguments (maximum of 150 words)
      - There is no requirement to maintain the formatting of arguments in the voter information mailing.
  - Submissions go to:
    - Town Counsel
    - Town Clerk's Office
- Town Clerk forwards arguments as they are received to:
  1. Select Board Office
  2. Warrant article sponsor
- Feedback is submitted directly to Town Counsel

- Town Counsel selects one argument in favor and one argument against to be included in the voter information mailing.
- If no arguments are received, Town Counsel prepares argument(s) independently.

## **5. Preparation of Summary and Statements**

- Town Counsel prepares:
  - Fair and concise summary of the ballot question
  - One-sentence explanation of a “Yes” and “No” vote
- At least 30 days before the election, Town Counsel forwards these summaries for review to:
  - Select Board
  - Committee/Board that sponsored the warrant article
- Feedback to Town Counsel, copying Town Clerk, required within 5 days of receipt.

## **6. Mailing Timeline**

- At least 20 days before the election:
  - Town Counsel submits the full ballot question mailing packet to the Select Board for mailing
    - A Select Board member may be designated to conduct a final review before the mailing is formally submitted by Town Counsel.
- At least 7 days before the election:
  - Select Board mails the ballot question information to all households with registered voters.

## **7. Election Day Access**

- All materials (full text, summary, arguments) must be:
  - Available for public inspection at the Town Clerk’s Office
  - Provided at all polling places on Election Day

**MGL c. 53, §18B: Information relating to questions on city, town or district ballot; contents; written arguments by principal proponents and opponents; public inspection**

Section 18B. (a) As used in this section "governing body" shall mean, in a city, the city council or board of aldermen acting with the approval of the mayor subject to the charter of the city, in a town having a town council, the town council, in every other town, the board of selectmen and in a district as provided in sections 113 to 119, inclusive, of chapter 41, the prudential committee, if any, otherwise the commissioners of the district.

(b) The governing body of a city, town or district which accepts this section in the manner provided in section 4 of chapter 4 shall print information relating to each question that shall appear on the city, town or district ballot. The information shall include: (1) the full text of each question; (2) a fair and concise summary of each question, including a 1 sentence statement describing the effect of a yes or no vote, which shall be prepared by the city solicitor, town counsel or counsel for the city, town or district; and (3) arguments for and against each question as provided in subsections (d) and (e). Not later than 7 days before an election at which the question shall be submitted to the voters in a city, town or district, the information in this subsection shall be sent to each household wherein a person whose name appears on the current voting list for the city, town or district resides.

(c) Not later than the day following the date of the determination that a question shall appear on the ballot in an election, the governing body shall provide written notification to the city solicitor or town or district counsel and to the city or town clerk.

(d) Not later than 7 days after the determination that a question shall appear on the ballot, the city solicitor or town or district counsel, as applicable, shall seek written arguments from the principal proponents and opponents of the question. For the purposes of this section, the principal proponents and opponents of a question shall be those persons determined by the solicitor or counsel to be best able to present the arguments for and against the question. The solicitor or counsel shall provide not less than 7 days' written notice to the opponents and proponents of the date on which the written arguments shall be received. Proponents and opponents shall submit their arguments, which shall be not more than 150 words, to the solicitor or counsel, together with a copy thereof to the city or town clerk or, in a district, to the clerk of each city and town within the district. The arguments and summary shall be submitted by the solicitor or counsel to the governing body at least 20 days before the election for distribution to voters in accordance with subsection (b). A copy of the arguments and summary shall also be submitted by the solicitor or counsel to the city, town or district clerk.

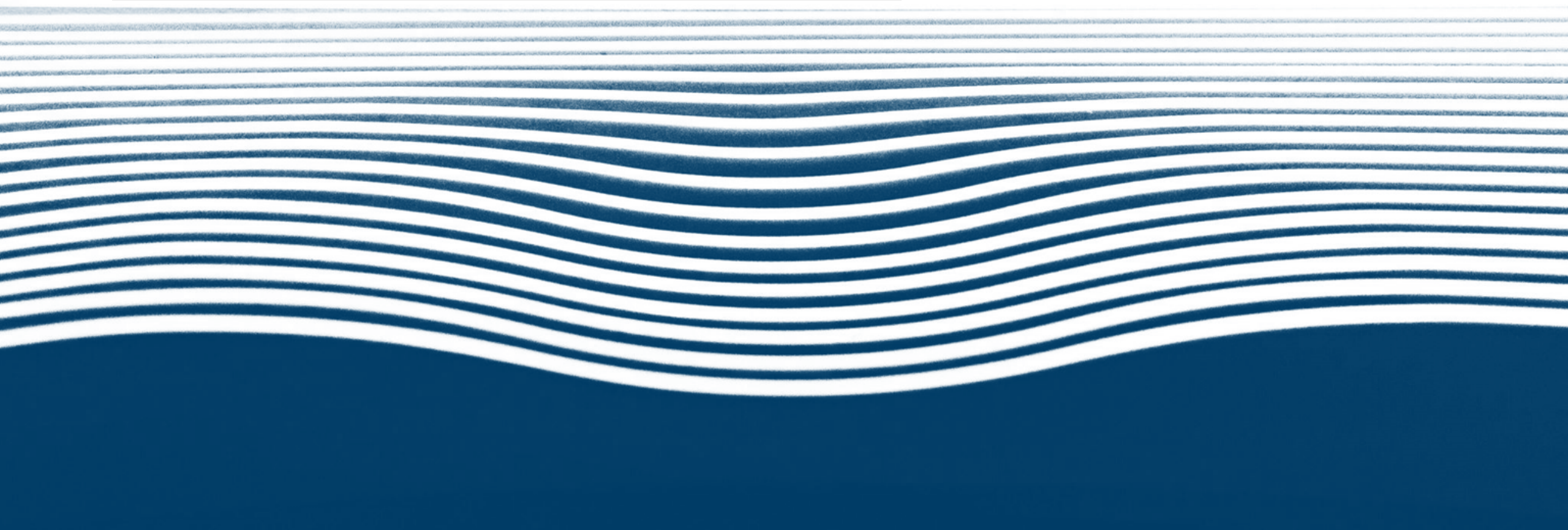
(e) In determining the principal proponents and opponents of a ballot question, the solicitor or counsel shall contact each ballot question committee, if any, as defined in section 1 of chapter 55. The principal proponents or opponents of a ballot question may include officers of a ballot question committee or officers of a city, town or district office or committee including, but not limited to, a finance committee or a school committee. In addition, the principal proponents or opponents may include the first 10 signers or a majority of the first 10 signers of a petition initiating the placement of such question on the ballot. The solicitor or counsel shall determine, based on a review of arguments received, the person or group best able to present arguments for and against a question. If no argument is received by the solicitor or counsel within the time specified by the solicitor or counsel, the solicitor or counsel shall prepare an argument and submit the argument to the governing body and to the city or town clerk or, in a district, to the clerk of each city and town within the district within the time specified in subsection (d).

(f) All arguments filed or prepared pursuant to this section and the information prepared pursuant to subsection (b), shall be open to public inspection at the office of city or town clerk or, in a district, at the office of the clerk of each city and town within the district. In addition, each city or town clerk shall make such information available to the voters at all polling places within the city, town or district.

# Tax Relief Evaluation Task Force

INTERIM PRESENTATION TO SELECT BOARD

OCTOBER 6, 2025



# RTE Task Force

- ▶ Seven members
- ▶ Mix of ages, working status, professional backgrounds, town volunteer service backgrounds
- ▶ Meets every two weeks
- ▶ Each of us conducts “homework” outside of meetings and reports back to group in open meetings

# RTE Evaluation Task Force Charge

- ▶ Quantify effects of adopting the RTE on homeowners, landlords and renters, prospective homeowners, developers
- ▶ Characterize fairness issues and develop associated metrics
- ▶ Identify real estate market trends and whether disproportionate change has occurred among lower vs higher valued homes
- ▶ Assess RTE impact on use of other tax relief programs
- ▶ Research/quantify whether RTE has resulted in changes in requests to other tax relief options
- ▶ Explore other towns' experiences with RTE and other programs
- ▶ Deliver final report to Select Board in March 2026

# Research Questions

- ▶ How accurate and efficient is Concord's RTE? That is, what number and percentage of the intended beneficiaries (low-income residents, seniors) are helped? And of the total households benefiting, what number and percentage are intended beneficiaries?
- ▶ How do tax relief programs compare in terms of eligibility requirements and benefits? What are the +/- of their adoption?
- ▶ What tax relief can be offered to Concord renters?
- ▶ To what extent do housing costs—in particular, property taxes—create a financial burden for homeowners?
- ▶ To what extent does that burden raise the likelihood that they might leave Concord in the next five years? How significant is housing cost burden relative to other factors that may motivate outmigration?
- ▶ What have other towns experienced with regard to RTE and other property tax relief?
- ▶ How have changes in property assessments contributed to perception of the RTE and support or lack of support for the policy?

# Task Force Activities to Date

- ▶ **Semi-structured interviews** conducted with a purposeful sample of ~20 Concord homeowners and renters to understand the range of experiences and perspectives on RTE and develop understanding for survey
- ▶ **Gathering and evaluating data** on assessments, demographics, property taxes, tax relief incidence, real estate trends, housing costs
- ▶ **Gathering and evaluating real estate market data** for last five years and interviewing RE agents for market insights
- ▶ **Outreach** conducted with [Finance Director, Assessor, SB/CC or BOA member] in Acton, Bedford, Brookline, Lexington, Marlboro, Norwell, Sudbury
- ▶ **Outreach** conducted with Concord Council on Aging, Town Meeting Study Committee, Regional Housing Services Office, former Tax Fairness Committee
- ▶ **Collect & analyze American Community Survey data** on housing values, costs, and incomes for set of nearby towns including Concord
- ▶ **Drafting of a survey instrument** on housing cost affordability, stresses, and property tax relief to be circulated online, via mail and Concord Bridge, and at COA; to roll out this fall

# Residential Tax Exemption (RTE)

- ▶ Enacted in 1979, the residential tax exemption is an option under MGL c. 59, sec. 5C. Towns may choose to exempt up to 35% of average assessed residential value. To date, 20 cities/towns have adopted; half are on Cape/Islands.
- ▶ Adopted by the Concord Select Board in FY2024 to “support economic diversity and allow elderly residents to continue living in Concord.”
- ▶ 10% of average assessed residential value (~\$144K) is deducted from all homeowners’ valuations for whom Concord is their primary residence and who resided in Concord as of January 1, 2025 and apply.
- ▶ Residential property tax rate was raised 7% in FY2025 to collect required levy (\$12.39 w/o RTE → \$13.26 with RTE).
- ▶ Eligible owners of homes valued below the breakeven point of \$2.3 million receive property tax relief, while those of homes valued above the breakeven point see an increase in their property tax bills.

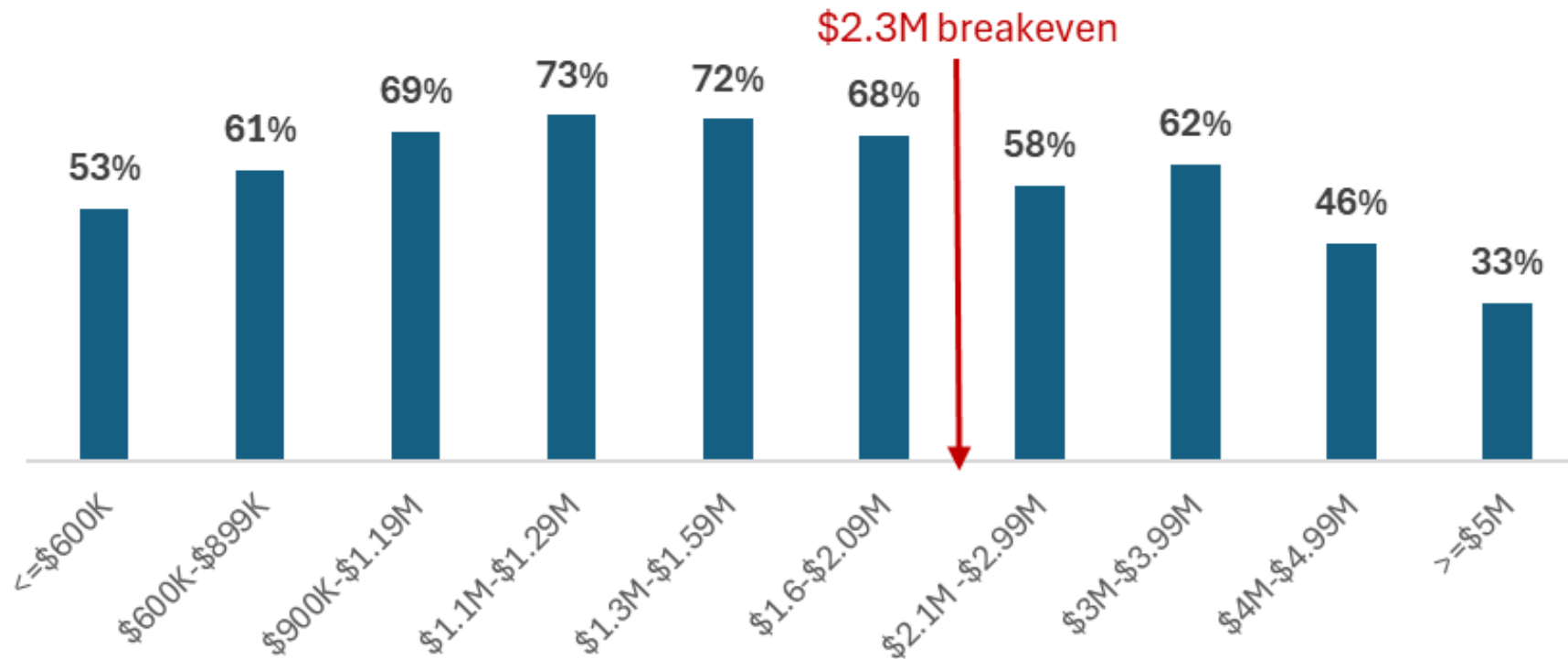
# Example of RTE Calculations

- ▶ Total assessment of all residential parcels / total # of residential parcels = “average residential assessment”
- ▶ 10% x “average residential assessment” in Concord in 2025 = \$144,338

	Impact of RTE for Sample of Concord Homes		
<b>Assessed Value</b>	<b>\$500,000</b>	<b>\$2,258,682</b>	<b>\$5,500,000</b>
<b>Tax Bill @ \$12.39/1,000</b>	<b>\$6,195</b>	<b>\$27,985</b>	<b>\$68,145</b>
<b>- Residential Exemption</b>	<b>\$144,338</b>	<b>\$144,338</b>	<b>\$144,338</b>
<b>= Net Assessed Value</b>	<b>\$355,662</b>	<b>\$2,114,344</b>	<b>\$5,355,662</b>
<b>Tax Bill @ \$13.24/1,000</b>	<b>\$4,709</b>	<b>\$27,994</b>	<b>\$70,909</b>
<b>Net savings or increase</b>	<b>(\$1,486)</b>	<b>\$9</b>	<b>\$2,764</b>
<b>% Change</b>	<b>-24%</b>	<b>Breakeven</b>	<b>+4%</b>

# RTE Exemptions Granted by Assessment Range, FY25

% Residential Parcels Granted RTE Exemptions in FY25

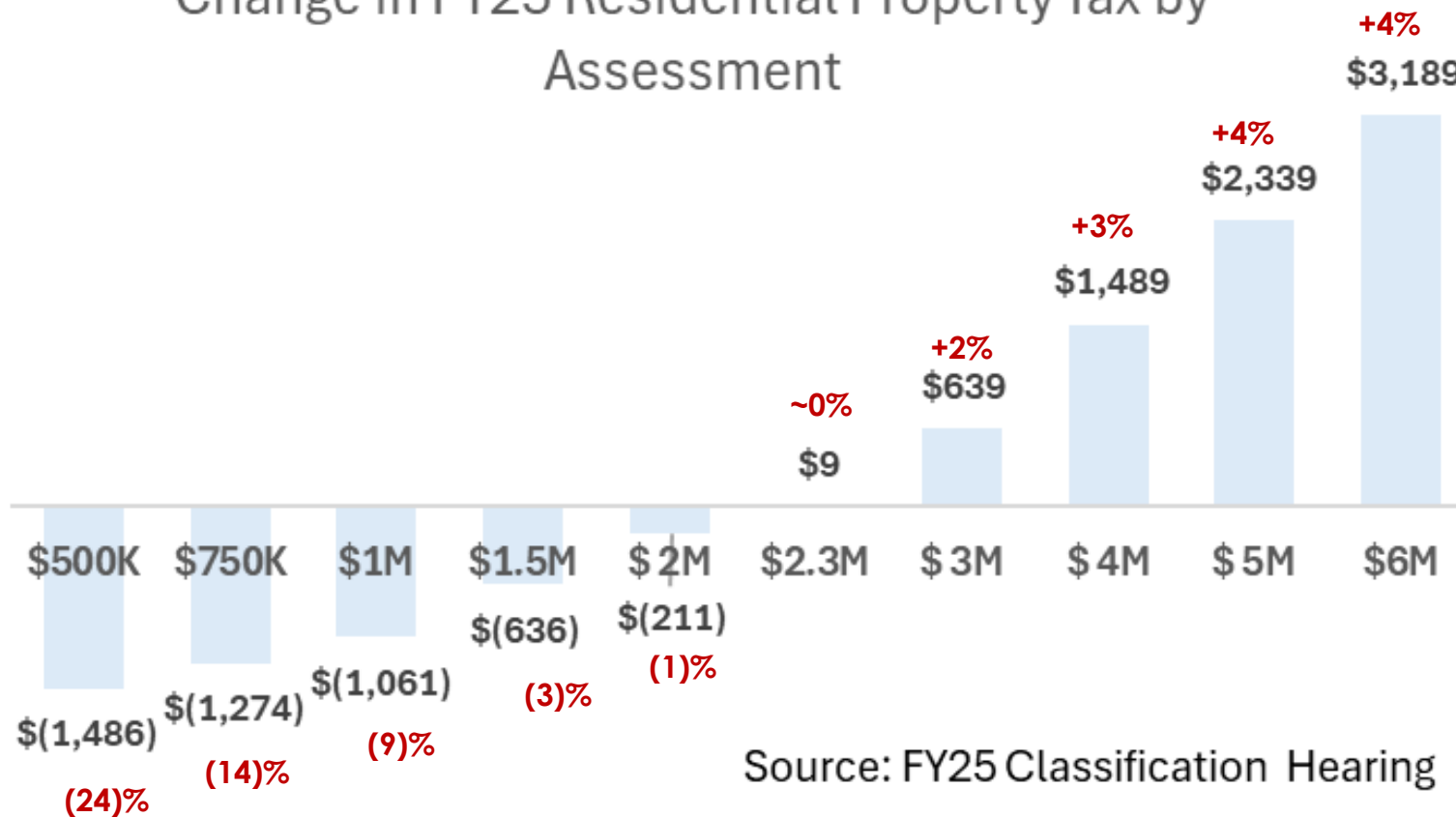


source: RTE Presentation, Town Assessor Office

- ▶ Fairly uniform uptake by homes in the middle of distribution
- ▶ Reasons for limited uptake on tail ends are unclear

# FY25 RTE Change in Tax by Assessment Value

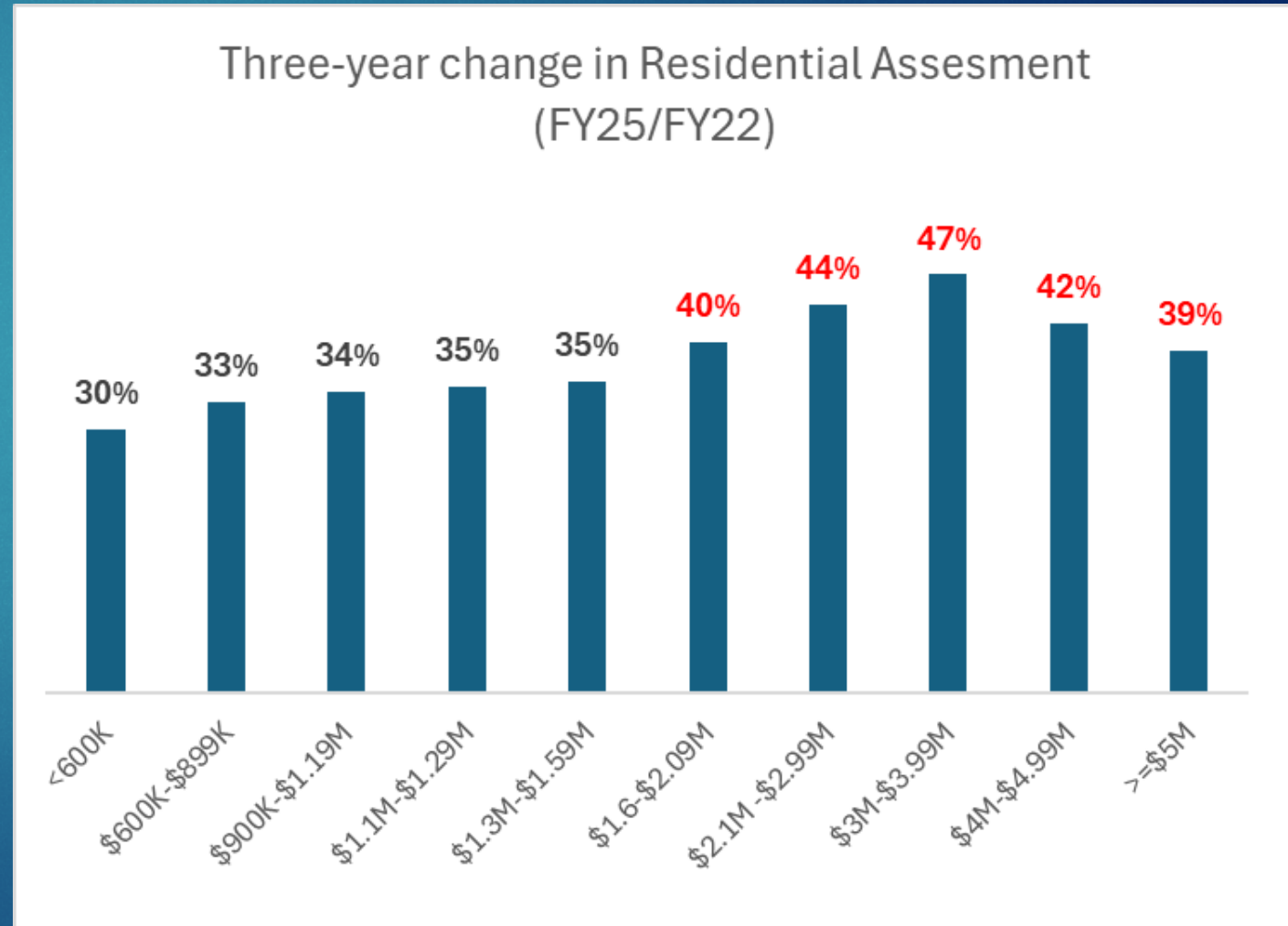
Change in FY25 Residential Property Tax by Assessment



Source: FY25 Classification Hearing

# Early Findings: The “Perfect Storm” of Three Events

- ▶ 1) Post-COVID, Concord experienced a dramatic increase in assessments, especially for high-value homes (see right)
  - ▶ Assessment increases for homes >\$1.6M were 8-10 percentage points higher than homes <\$1.6M
- ▶ 2) Debt service to rebuild the middle school added to the tax burden
- ▶ 3) Implementation of the RTE; for some above the “breakeven” point, the RTE tax increase felt unacceptable
  - ▶ Result: Increased requests to Assessor’s Office to reassess



# Early Findings

- ▶ **Semi-structured interviews** reveal
  - ▶ Very limited understanding of RTE: how it works & who is eligible
  - ▶ Wide variation of opinions on RTE
  - ▶ Escrow or auto-deduct payments may mask property tax shifts
  - ▶ Limited awareness of other property tax relief options
- ▶ **Real estate agents** suggest Concord is highly desirable (even later in life for “downsizers” or to move closer to children), potentially increasing demand and raising prices of more modestly valued homes. Although property taxes may come up as reason to move or downsize, RTE is *not* a subject raised during transactions.

# Early Findings: Council on Aging

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- ▶ COA assists seniors to access affordable housing or “age-in-place” by applying for financial assistance
  - ▶ RTE, Senior Means-Tested Exemption, Hugh Cargill Trust, etc.
- ▶ In 2024, COA assisted 586 seniors
  - ▶ 96 for overall public assistance
  - ▶ 73 for financial assistance
  - ▶ 31 for property tax relief
- ▶ Selected profiles of COA clients:
  - ▶ 96-year-old who bought land and built home in 1957 (\$15K), now valued at \$1.1 million, with annual income of \$18K
  - ▶ 68-year-old living in childhood home valued at \$940K; needs home equity to be able to afford long-term care, with annual income of \$9K
  - ▶ 89-year-old who bought home in 1985 for \$50K, now valued at \$480K, with annual income of \$30K

# Early Findings: Renters Do Not Benefit from RTE

- ▶ From Concord's 2022 Housing Production Plan:
  - ▶ **Single-family homes** = 72% of total housing stock
  - ▶ **Renters** = 28% of total households
- ▶ 27.5% of Concord households are low-income, earning less than 80% of Area Median Income. Renters are disproportionately stressed by housing costs.
- ▶ However, rental properties do not benefit from RTE as eligibility is restricted to homeowners living in primary residence

# Early Findings: Other Towns

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- ▶ A range of experiences across towns with RTE, senior means-tested exemptions, 41C ½ (**Brookline, Marlboro, Sudbury**)
- ▶ **Lexington**, which concluded “the RTE is not targeted to those in need,” hopes the proposed Municipal Empowerment Act will allow extending of relief to needy seniors and non-seniors.
- ▶ Shift from defined-benefit to defined-contribution pensions has complicated eligibility for programs with asset limits
- ▶ **Bedford** approved 41C ½ in March 2025 in order to increase the pool of seniors eligible for tax relief (vs 41C).

# Available Tax Relief Programs

- ▶ Concord's **senior means-tested exemption** offers up to 50% exemption, but sets income, home value, and asset limits
  - ▶ Concord's asset limit = \$275K; in other towns varies from no definition to \$750K.
  - ▶ Home rule petition sets total relief <= 50% of total property tax owed.
- ▶ **41C 1/2** would offer 5-20% exemption, sets same income limits (both are tied to Circuit Breaker), without home value or asset limits
- ▶ Circuit breaker credit on income tax improves financial ability to pay property taxes
- ▶ **Section 50** for affordable rental units would require Select Board to define ordinances or by-laws; Boston has yet to implement

<b>Property tax relief, Concord</b>	<ul style="list-style-type: none"> <li>• Senior means-tested exemption</li> <li>• Hugh Cargill trust</li> <li>• Residential tax exemption</li> </ul>
<b>Statutory property tax relief, MA</b>	<ul style="list-style-type: none"> <li>• Surviving spouse</li> <li>• Hardship</li> <li>• Veterans</li> <li>• Blind</li> <li>• Tax deferral for seniors</li> <li>• Seniors 41C, 41C 1/2</li> <li>• Affordable rentals (MGL c.59, s.50)</li> </ul>
<b>Community Preservation Act</b>	<ul style="list-style-type: none"> <li>• CPA surcharge exemption</li> </ul>
<b>Senior income tax credit, MA</b>	<ul style="list-style-type: none"> <li>• Senior Circuit Breaker Tax Credit</li> </ul>

# Income vs Home Values

- ▶ Task Force is working with the RHSO to download American Community Survey housing cost and income data for Concord and surrounding towns
- ▶ Ideally, Task Force would like to be able to produce plot of income vs home values above & below \$RTE breakeven
- ▶ Plot should show the degree to which the Concord RTE benefits the intended low-income homeowners and higher-income homeowners with homes below the breakeven value

# Is the RTE Effective in Helping Low-Income Primary Homeowners?

- ▶ Survey will collect income and assessment by respondent
  - ▶ Low- vs high-income will be defined based on survey responses
  - ▶ RTE breakeven home value is \$2.3 million
    - ▶ < \$2.3M assessment receives a tax reduction
    - ▶ >\$2.3M assessment receives a tax increase
- ▶ Does RTE achieve its goals?
  - ▶ YES: It helps low-income homeowners by transferring a portion of their tax burden to high-income homeowners
  - ▶ NO: It misses some low-income homeowners (homes >\$2.3M)
  - ▶ NO: It also benefits high-income homeowners (homes < \$2.3M)

High-Income (>\$XXXXK)	<b>NO:</b> Helps high-income homeowners	<b>YES:</b> Shifts Taxes as Intended
Low-Income (<\$XXXXK)	<b>YES:</b> Helps Low-income homeowners	<b>NO:</b> Harms low-income homeowners
	Taxes Reduction (<\$2.3M)	Taxes Increased (>\$2.3M)

# Survey Process

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- ▶ For all town residents: both homeowners and renters
- ▶ Will be available both online and in hard copy (Town House, library, COA)
- ▶ Key topics:
  - ▶ Demographics (age, length of time living in Concord)
  - ▶ Income
  - ▶ Home assessment value
  - ▶ Perception of housing cost financial burden
  - ▶ Understanding of and support or lack of support for RTE
  - ▶ Likelihood of decision to move out of Concord and contributing factors
- ▶ To be advertised via town-wide postcard mailing, LWV First Friday (Nov. 7), COA lunches, local listservs, and the *Concord Bridge*

# Task Force Work Ahead

- ▶ Implement survey, October-December 2025
- ▶ Analyze survey results, January 2026
- ▶ Analyze data trends, ongoing
- ▶ Develop task force consensus around conclusions, Winter 2025
- ▶ Draft report, January-February 2026
- ▶ Submit final report to Select Board, March 2026

# Questions?

**Town of Concord**  
**Tax Relief Evaluation Task Force**  
**Charge**

**Background and Purpose**

Preserving affordability and allowing residents to remain in their home is a key priority for the Select Board. Prior to FY 2024, the Town of Concord provided a variety of Property Tax Relief programs to Concord homeowners, the majority of which supported residents aged 60 and over. In November 2023, the Select Board adopted a 10% Residential Tax Exemption (RTE) for fiscal year 2024, which provided a fixed value reduction off the property assessment of qualified taxpayers. The RTE results in a proportionately greater benefit to lower valued homes, in contrast to higher valued homes and property owners not qualifying for the exemption. The Select Board's goal in adopting the RTE was to support *economic diversity and allow elderly residents to continue living in Concord*. The Select Board reapproved a 10% RTE for FY 2025 and agreed that a task force should be formed to define criteria to evaluate the existing RTE program and explore improvements and/or alternate ways to provide tax relief under existing state law.

**Responsibilities of the Task Force**

The primary responsibility of the task force will be the evaluation of the RTE, with a secondary focus on other tax relief programs that could benefit town residents. The Select Board acknowledged that while there were positive and negative impacts of the RTE implementation, the goal of the RTE program would only be realized over time. The task force is charged with identifying criteria and associated metrics to evaluate the benefits of the RTE and whether the goals of the program are being achieved. The task force will need to:

- Quantify the effects of adopting the exemption on residents, landlords, prospective homeowners, and developers. Include consideration for the impact to renters in multi-family and larger apartment complexes.
- Characterize the fairness issues associated with the implementation and metrics that represent benefits and potential new hardship.
- Identify trends in real estate transactions and whether a disproportion change in home sales has occurred among lower vs. higher valued homes. The task force should consider outreach to real estate agencies to identify trends in house sales associated with affordability.
- Research/quantify whether the RTE has resulted in a change in requests and/or approvals to other tax relief programs.
- Outreach to other Massachusetts towns with RTE implementations to identify criteria used for annual reassessment and approval.

In addition, the task force is charged with the evaluation of the existing tax relief programs and making recommendation to the Select Board on options and/or modifications to the terms of the exemptions that might improve access to property tax relief to elderly and lower income residents. This may include

- Research the terms of tax exemptions available to senior citizens under Massachusetts General Law (MGL) Chapter 59, Section 5, Clauses 41, 41C and 41C ½. Evaluate whether the Town should consider adopting the provisions of Clause 41C ½ and make associated recommendations related to the amount of exemption.
- Evaluate whether existing property and/or asset limitations are constricting access to relief under the Town's senior means tested exemption program. Research differences with other MA Towns and propose recommendations for changes.
- Research the provisions of MGL C.59,§5O, added by St. 2023, C.50,§3, allowing the town to establish a tax exemption for class I residential properties rented on a yearly basis, at an affordable rate, and occupied year-round to individuals whose household income does not exceed an affordable rate (set by the Town). Evaluate whether the Town should consider adopting the provision and make associated recommendations related to applicable rental rates and affordable income levels.

### **Deliverables**

By the end of March 2026, provide a written report to the Select Board of the committee's findings and recommendations. Ideally the report will contain a model of validated metrics for assessing the impact of the RTE, which can be measured and tracked annually. The committee should provide an interim update in September 2025, including any recommendations related to adoption of a senior tax exemption under Clause 41C ½.

### **Membership**

The task force will be composed of seven citizen voting members, appointed by the Select Board. A member of the Assessor's office staff will be appointed to the task force as a non-voting member. The committee shall elect a chair and a committee clerk who will be responsible for maintaining the record of the committee's discussion, votes and actions. All members will serve until the task force completes its work and submits a written report to the Select Board.

Members shall demonstrate sound business experience, good judgement and represent a balanced cross-section of the community. When staffing the task force preference will be provided to those citizens with interest in property tax equity issues, experience in housing and/or real estate, knowledge of local financial assistance programs/needs, financial planning as well as individual property owners and landlords.

### **Other Considerations**

The task force will conduct its business in full conformance with the Open Meeting Law, Public Records Law, Conflict of Interest Law and other state and local rules encouraging openness and transparency in governance. Each meeting will allow adequate time for public comment.

The task force chair will consult with the Town Manager to discuss staff assistance or other financial support.



**TOWN OF CONCORD**  
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**MEMORANDUM**

TO: Concord Select Board  
CC: Kerry A. Lafleur, Town Manager  
FROM: Jessica Porter, Assistant Town Manager/HR Director  
DATE: August 27, 2025  
RE: FY2025 Town Manager Merit Pay

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On Monday evening, September 8, 2025, the Select Board will meet in Executive Session to discuss Town Manager Kerry Lafleur's merit pay for Fiscal Year 2025, in accordance with the terms of her employment contract.

As presented during our August 25, 2025 meeting, the Town Manager received an overall composite performance rating of 2.174 out of 3.000. For reference, the performance scale is as follows: 1.00 – Below Satisfactory; 2.00 – Satisfactory; 3.00 – Above Satisfactory.

Per the terms of her contract, Ms. Lafleur received a 2% cost-of-living adjustment (COLA) to her base salary effective July 1, 2025 (FY2026).

While discussions and negotiations regarding the merit pay will occur in Executive Session, the final determination must be made in Open Session, which can take place at your next scheduled meeting on September 15, 2025.

**Relevant Contract Provision – Merit Bonus (Section 6C):**

Ms. Lafleur shall be eligible to receive a merit bonus in consideration of her prior year's performance evaluation, in accordance with the provisions of Section 11. **Ms. Lafleur will be eligible for a merit bonus in an amount of up to 5% of her previous year's base salary, as determined by the Select Board.** Said merit bonus shall be a lump-sum payment and shall not be used for purposes of calculating Ms. Lafleur's base salary. In the event that the Board does not complete a performance evaluation pursuant to Section 11, the Board, in its' sole discretion, may still vote to award a merit bonus of up to 5% of her previous year's base salary.

Below are some draft calculations for review and consideration. Should you have any questions prior to Monday evening's meeting, please do not hesitate to reach out.

<b>Base as of June 30, 2025 (FY25)</b>	<b>\$237,543.75</b>
2.0% Merit	\$4,750.88
2.5% Merit	\$5,938.59
3.0% Merit	\$7,126.31
3.5% Merit	\$8,314.03
4.0% Merit	\$9,501.75
4.5% Merit	\$10,689.47
5.0% Merit	\$11,877.19

## Liaison Report for Wendy Rovelli (10/6/25)

### Concord Nanae Network

- The Nanae delegation with 9 students, teacher and town representative will be in Concord Monday, Oct 27<sup>th</sup> – Nov 4<sup>th</sup>. The delegation will visit the Town House, three schools and the MA State house. The CNN network coordinates the visitation and events along with a farewell dinner.

### Financial Policy Workgroup (9/16, 9/30)

- The group reviewed several town reserve policies and gained some consensus on policies for Concord. These include: having a target metric for the combination of free cash and general stabilization; developing a metric for obtaining reserves that meets the target threshold for Aaa status from Moody's; establish that use of free cash should not be used for recurring operating expenses.
- Group discussed the revolving fund presentation shared with the Finance Committee. Some funds have a small balance and should be evaluated for fund transfer and closure at Town Meeting. A few have larger balances that some assessment based on the purpose for which it was formed.
- The group discussed the value of retaining some unused levy capacity vs. a philosophy of using full levy capacity and building reserves for future uses (Littleton strategy). On balance the group felt that preserving some levy capacity is important – how much will be discussed in a future meeting.

### Climate Action Committee (9/17)

- The Sun Day celebration on 9/21 was well attended and several town groups and CML were in attendance.
- RFP update to be provided at 10/6 meeting.

### Tax Relief Evaluation Committee (9/19,10/2)

- Final interviews with local citizens and Real Estate agents were completed and reviewed.
- Town staff have completed building the on-line survey. Survey will include a reference document providing background on the Tax Exemption program. Next step is to draft mailer to be approved at the next meeting
- Select Board presentation reviewed along with a discussion on key findings to highlight for the discussion.

### Finance Committee (9/25)

- Town Manager presented Annual Budget Data request, including initial capital requests submitted by dept. Town Manager emphasized preliminary nature of the information and expected changes as the budget process progresses.
- Ryan Ferrara walked through the various Enterprise and revolving funds.
- An analysis of FY26 Operating expenses increases (3.1%) vs. non-operating expenses (10.9%) was shared. Health and liability insurance has large increases and this is expected to persist for the FY27. Within the non-operating expenses, Tier 2 and 3 debt was identified as having a 6 year weighted average increase of 11.1% - the CMS building project is a larger contributor to that trend.

### Planning Board (9/30)

- Board reviewed draft bylaw amendment to the Mixed-use Zoning Bylaw Section 4.2.3 Combined Business/Residence which reflects feedback from prior discussions. Next step is to collect additional feedback from Housing groups and other town staff.
- Two additional options to meet MBTA zoning were reviewed, both involved adding Concord Green to the Subdistrict #4. Removing other districts was rejected to ensure there is a balance of districts in Concord Center vs. West Concord. The GIS models are required to only look at possible areas and do not consider existing housing in the target zone. Next step is to meet with Concord Greene representatives to discuss the implications, what are presumed to be minimal given how thoroughly developed the area is.