



## Concord Select Board Meeting

AGENDA ACTION REQUEST

Monday, March 17, 2025

1

# Call to Order

Requested by: SB Chair

Action Sought: Call to Order

### Proposed Motion(s)

Call to Order: 5:30 PM

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

Tim Zessin, Esq. KP Law

### Additional Information

Move to Adjourn Executive Session and reconvene Regular Select Board Meeting

### Board Action

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



OLD NORTH BRIDGE

# TOWN OF CONCORD

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

## Select Board Meeting Agenda

Monday, March 17, 2025 at 5:30 PM  
 Town House, Select Board Room, 22 Monument Square and via Zoom

### Join Zoom Meeting

<https://us02web.zoom.us/j/86301194339?pwd=3xuAYqtNRr1BqfMFGfaqFIOb8k7PAN.1>

Meeting ID: 863 0119 4339

Passcode: 667718


Dial In Toll-Free: 888 475 4499

	Time	Agenda Item
I.	5:30 PM	Executive Session under M.G.L. c. 30A, § 21(2) to discuss and conduct strategy sessions in preparation for contract negotiations regarding the Town Manager contract renewal where meeting in an open meeting may have a detrimental effect on the negotiating position of the Town (if the Chair so declares). Tim Zessin, Esq. KP Law
II.	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.
III.	6:15 PM	Consent Agenda: <ul style="list-style-type: none"> <li>i. Minutes: February 10, 2025</li> <li>ii. Town Accountant Warrants: February 28, 2025</li> <li>iii. Gift Acceptances:               <ul style="list-style-type: none"> <li>- John Hickling to the Concord250 Gift Fund in the amount of \$1,000</li> <li>- Concord Center LLC to the Concord250 Gift Fund in the amount of \$500 for the Community Sing Event</li> </ul> </li> <li>iv. One Day Liquor Licenses:               <ul style="list-style-type: none"> <li>- All Alcoholic Beverages for Sara Killelea of Concord Country Club for events to be held at Concord Country Club, 246 ORNAC:                   <ul style="list-style-type: none"> <li>▪ Friday, June 6, 2025 from 11:00 AM – 11:00 PM</li> <li>▪ Saturday, June 7, 2025 from 11:00 AM – 11:00 PM</li> <li>▪ Tuesday, June 10, 2025 from 1:00 PM – 11:00 PM</li> <li>▪ Thursday, June 19, 2025 from 12:00 PM – 10:00 PM</li> <li>▪ Friday, June 27, 2025 from 11:00 AM – 11:00 PM</li> </ul> </li> </ul> </li> </ul>

IV.	6:15 PM	<p>Common Carrier License Applications:</p> <ul style="list-style-type: none"> <li>i. Maria Stephens, Boston Hidden Gems Inc.</li> <li>ii. Joseph Albano, Joseph's Transportation</li> </ul> <p>Presenter: Shannon McAndrew, Management Specialist</p>
V.	6:20 PM	<p>Discuss and Approve Concord250<sup>th</sup> Food Truck Requests</p> <p>Presenter: Mimi Grainey, Economic Vitality Manager</p>
VI.	6:25 PM	<p>Discuss and Approve West Concord Decal (130) Program</p> <p>Presenter: Mimi Graney, Economic Vitality Manager</p>
VII.	6:30 PM	<p>Discuss and Approve Authorization for Town Manager to sign the Intermunicipal Bike Share Minuteman Regional Program</p> <p>Presenters: Megan Zammuto, Deputy Town Manager</p>
VIII.	6:40 PM	<p>Discuss Concord250 Executive Committee Update on Transportation</p> <p>Presenters: Gary Clayton and Rob Munro, Co-Chairs Concord250 Executive Committee</p>
IX.	7:00 PM	<p>Discuss and Approve Amendments of the Select Board Alcohol Rules &amp; Regulations</p> <p>Presenter: Shannon McAndrew, Management Specialist</p>
X.	7:05 PM	<p>Review Draft of Select Board response to Personnel Board Charge</p> <p>Presenter: Mark Howell, Personnel Board Liaison</p>
XI.	7: 15 PM	<p>Quarterly Review of Select Board Goals</p> <p>Presenter: Mary Hartman, Select Board Chair</p>
XII.	7:35 PM	<p>Discuss Personnel Study Task Force Recommendations Update</p> <p>Presenter: Jessica Porter, Assistant Town Manager/HR Director</p>
XIII.	7: 50 PM	<p>Discuss Goals Tracking Tool and Power BI Presentation</p> <p>Presenter: Amalia McCaffrey, Chief Information Officer</p>

XIV.	7:55 PM	Review and Approve Land Use Matrix Charge  Presenter: Mary Hartman, Select Board Chair
XV.	8:10 PM	Chair's Report
XVI.	8:15 PM	Town Manager's Report, Megan Zammuto, Deputy Town Manager
XVII.	8:20 PM	Select Board Liaison Reports
XVIII.		Adjournment

*\* Times are approximate and subject to change*

<b>Upcoming Meetings:</b>		
Monday, March 24, 2025	Monday, April 14, 2025 (ATM Public Hearing)	Monday, April 28, 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>	



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**2**

## Public Comment

**Requested by: SB Chair**

**Action Sought: Call to Order**

### Proposed Motion(s)

Motion: Move to Reconvene regular Select Board Meeting

Public Comment: 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.

### Additional Information

Move to Adjourn Executive Session and reconvene Regular Select Board Meeting

### Board Action

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



**Concord Select Board Meeting**  
**AGENDA ACTION REQUEST**

**Monday, March 17, 2025**

**3**

## Consent Agenda

**Requested by: SB Chair**

**Action Sought: Approve**

### Proposed Motion(s)

Motion: Move to Approve Consent Agenda:

- i. Minutes: February 10, 2025
- ii. Town Accountant Warrants: February 28, 2025
- iii. Gift Acceptances:
  - John Hickling to the Concord250 Gift Fund in the amount of \$1,000
  - Concord Center LLC to the Concord250 Gift Fund in the amount of \$500 for the Community Sing Event
- iv. One Day Liquor Licenses:
  - All Alcoholic Beverages for Sara Killelea of Concord Country Club for events to be held at Concord Country Club, 246 ORNAC:
    - Friday, June 6, 2025 from 11:00 AM – 11:00 PM
    - Saturday, June 7, 2025 from 11:00 AM – 11:00 PM
    - Tuesday, June 10, 2025 from 1:00 PM – 11:00 PM
    - Thursday, June 19, 2025 from 12:00 PM – 10:00 PM
    - Friday, June 27, 2025 from 11:00 AM – 11:00 PM

### Board Action


**Town of Concord  
Select Board  
Minutes  
February 10, 2025**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting both in-person at 22 Monument Square on the 2nd floor in the Select Board Room and via Zoom convened at 5:00 PM on February 10, 2025.

Executive Session under M.G.L. c. 30A, § 21(2) to discuss and conduct strategy sessions in preparation for contract negotiations regarding the Town Manager contract renewal where meeting in an open meeting may have a detrimental effect on the negotiating position of the Town (if the Chair so declares). 5:03 PM

Tim Zessin, Esq. KP Law

Chair Hartman called the Select Board meeting to order at 5:03 PM

**Roll Call**

Ms. Ackerman – Aye

Ms. Hartman - Aye

Mr. Howell - Aye

Mr. McKennitt - Aye

Ms. Rovelli – Aye

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 Room and via Zoom reconvened at 5:45 PM on February 10, 2025.

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

Present were Mary Hartman, Chair; Mark Howell, Clerk; Wendy Rovelli, Cameron McKennitt, Terri Ackerman.

**Call to Order**

Select Board Chair Mary Hartman called the meeting to order at 5:45 PM.

**Roll Call**

Ms. Ackerman – Aye

Ms. Hartman - Aye

Mr. Howell - Aye

Mr. McKennitt - Aye

Ms. Rovelli - Aye

Mr. Howell confirmed that all the members were present.

**Town of Concord  
Select Board  
Minutes  
February 10, 2025**

Chair Hartman called the Select Board meeting to order at 6:30 PM in the Public Hearing Room.

**Roll Call**

Ms. Ackerman – Aye  
Ms. Hartman - Aye  
Mr. Howell - Aye  
Mr. McKennitt - Aye  
Ms. Rovelli – Aye

**Public Comment**

No public comments were made

**Consent Agenda**

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

The vote passed 5-0-0.

Upon a motion duly made and seconded, it was UNANIMOUSLY  
**voted:** to approve the Consent Agenda.

**Committee Appointments and Reappointments**

- i. Frank (Rich) Feeley of 347 Lexington Road, to the new Tax Relief Evaluation Task Force with a corrected APP#10, Section VII(d)and(e) exception for a term ending April 30, 2026
- ii. Kathi O’Neil of 171 Deacon Hanes Road to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
- iii. Jon Piper of 30 Oak Road to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
- iv. Lynn Salinger of 75 Pleasant Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
- v. Ellen Quackenbush of 206 Prairie Street to the new Tax Relief Evaluation Task Force with a corrected APP#10, Section VII(d)and(e) exception for a term ending April 30, 2026
- vi. Abby White of 851 Monument Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026

**Town of Concord  
Select Board  
Minutes  
February 10, 2025**

- vii. Shannon Sweeney of 1443 Main Street to the new Tax Relief Evaluation Task Force for a term ending April 30, 2026
- viii. Reappoint Jennifer Hurley-Wales of 66 Old Marlboro Road to the West Concord Junction Cultural District Committee for a term ending May 31, 2028
- ix. Reappoint Keith Bergman of 56 White Avenue to the Concord Municipal Affordable Housing Trust (CMAHT) for a term ending May 31, 2027
- x. Reappoint Michael Lawson of 1695 Lowell Road to the Concord Municipal Affordable Housing Trust (CMAHT) for a term ending May 31, 2027

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve Select Board Appointments and Reappointments

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

- i. Rebecca Woodward of 295 Annursnac Hill Road to the Transportation Advisory Committee for a three-year term ending May 31, 2028.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve Town Manager Appointment with Select Board Approval:

Mark Howell, Clerk, thanked all these newly appointed and reappointed for their service and future service.

**Open Public Forum: Discuss 2229 Main Street Report – Support Letter to EPA  
2228 Main Street Committee Chair**

Chair Hartman stated that this is a Public Forum, this is not a hearing. This is an opportunity to answer questions and to talk about next steps. Paul Boehm 2229 Main Street Committee Chair reviewed a presentation available in the Select Board meeting packet.

**Key Highlights:**

- It is believed that 20 acres are developable, 20+ acres of open space/natural resources and available for development in 2029-2030
- Bottomline recommendations and conditional recommendations
- Areas of evaluation included Legal, Safety and Health Risks, Needs and Reuse, Ownership
- Proposed Next Steps, Milestones and Timeline in parallel with negotiations

Mr. Boehm concluded his presentation by stating that if the decision is made to proceed, the team is prepared to move into the development phase.

**Town of Concord  
Select Board  
Minutes  
February 10, 2025**

Ms. Rovelli commended the team for their thorough work and requested clarification on the legal recommendation regarding becoming a bona fide purchaser. Mr. Boehm explained that the process involves town counsel, due diligence, and negotiations related to liability.

Mr. McKennitt questioned the rationale for acquiring an environmentally designated Superfund site.

In response, Mr. Boehm emphasized that the site consists of 46 acres of available land that could serve a variety of town needs. He noted that, while the property has unique characteristics, such as natural wooded areas and flooding concerns, ownership would give the town greater control over its future use.

Mr. Howell inquired about the expected costs for planning and funding. Mr. Boehm stated that legal and planning expenses would need to be covered before acquisition and that various funding sources would need to be explored.

Discussions continued regarding site grading and preliminary planning considerations, including access to power and water, as well as a proposed septic system.

Ms. Hartman asked the Town Manager, Ms. Lafleur whether a letter of interest to the EPA/DOJ would receive staff support, and whether budget estimates were available. Ms. Lafleur responded that an estimate from legal counsel places the cost at approximately \$30,000. She noted that if the Select Board prioritizes the initiative, planning agencies and grants could serve as potential funding sources.

Ms. Zammuto raised concerns about financial uncertainties, pointing out that the government is investing substantial funds into the site cleanup, which may come with an expectation of repayment.

Ms. Rovelli inquired about the projected legal and planning costs for FY26, asking whether the town should begin budgeting for those expenses as part of the bona fide purchaser process.

Discussions continued with Paul Boehm and can be fully viewed here: [Concord Select Board February 10, 2025](#)

**Public Comment or Questions:**

Gary Clayton of 31 Black Birch Lane inquired about potential changes at the federal level, particularly within the EPA, that could affect project priorities, staffing, funding, and the overall schedule. In response, Mr. Boehm noted that the Trump Administration aims to accelerate site cleanups.

Pam Rockwell of 1810 Main Street provided details on funding already secured for the cleanup. She emphasized that this is a unique situation, as multiple responsible parties—beyond just the government—are involved, and funding has already been set aside.

Terri Ackerman, Select Board member, expressed appreciation for the expertise and dedication of those working on the project. specifically thanked the 2229 Main Street Oversight Group for

**Town of Concord  
Select Board  
Minutes  
February 10, 2025**

their efforts, highlighting their role as technical watchdogs monitoring the contractors processes. Both groups, she stated, deserve recognition for their contributions.

Court Booth of 144 Wrights Road thanked Terri Ackerman for her support of the Task Force.

Gary Kleiman of 57 Central Street shared his perspective that this is only the beginning of the process, not the conclusion. He emphasized the importance of exploring valuable uses for the site and keeping additional options open, noting that it is too early to determine its final purpose.

Chair Hartman concluded the discussion by outlining the next steps, that the Select Board will take in reviewing the report, drafting a letter, and voting on whether to approve.

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

A Motion was made to open the public hearing for a new liquor license for Dario's Conquered, located at 10 Conquered Crossing. The motion was seconded and approved.

Andrew Sprout and El Mendez presented in support of the application, outlining their case for approval.

- The plan is to open in late summer
- Italian restaurant, also one is located in Fitchburg, MA
- 180 seats
- Anticipated hours, lunches and dinners close at 10PM
- Expansive menu

Board member, Terri Ackerman, inquired about the status of CORI background checks, and it was confirmed that the police department had reviewed the application. Best of luck with Dario's

A motion was made to close the public hearing, which was seconded and approved.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted**: to approve a New Liquor License for Dario's Concord, 10 Concord Crossing

**FY26 Town Operating Budget Update**

Anthony Ansaldi opened his presentation with an overview of what would be discussed:

Budget guidelines, targets, and a summary of the FY26 recommended budget, including reductions to meet targets.

Budget Reductions: Adjustments include staff salary changes, removal of vehicle allowances, and elimination of overtime (except for Public Safety and Public Works). Fire Department overtime was specifically reduced, and additional reduction may lead to a potential Sunday closure of the library.

**Town of Concord  
Select Board  
Minutes  
February 10, 2025**

Ms. Rovelli inquired about Sunday library staffing, sparking a broader discussion on overtime use.

Mr. Ansaldi reviewed additional recommendations including a hiring freeze, eliminating Town-issued credit cards, evaluating department staffing levels, and considering service consolidations with Concord Public Schools (e.g., financial systems, facility costs, IT, and HR).

The board reviewed the use of debt stabilization funds for the middle school project and examined FTE data across departments.

FY26 Budget Categories Discussed:

- General Government
- Finance
- Planning & Land Management
- Public Safety
- FTE's

Ms. Hartman, Select Board Chair, praised the budget presentation's detail.

Mr. Ansaldi continued discussions with the board on budget specifics.

Ms. Hartman asked if increasing headcount could reduce overtime. Mr. Ansaldi stated it would require further analysis, and Ms. LaFleur noted that the Chief is evaluating staffing needs.

For full meeting discussions please visit the Select Board webpage here: [Concord Select Board February 10, 2025](#)

**Public Comment and Questions**

Paul Macone of 33 Grove Street raised questions regarding CMLP and take-home car policies. Mr. Macone shared a comparison of the town of Danvers to Concord regarding FTE's.

Diane Proctor of 57 Sudbury Road expressed concern about the potential Sunday closure of the library.

Tracy Morano, 39 Partridge Lane, requested clarification on the potential consolidation of services with Concord Public Schools.

Ms. Lafleur clarified that these are discussion example and that this is a look into FY27 and beyond. Ms. Hartman explained that this may be an opportunity to save money by consolidating some services.

**Concord250 Executive Committee Update: Parade Plan**

Gary Clayton, co-chair of the Concord 250 executive committee, provided an update, focusing on the parade.

John Arena, co-chair of the parade committee, presented details about the parade.

**Town of Concord  
Select Board  
Minutes  
February 10, 2025**

The presentation included:

- The parade's concept and theme
- The number of participating units and marchers
- Highlights of participating groups, including the UMass Minuteman marching band and local organizations.
- Vehicular use in the parade, with safety measures
- Plans for parking and volunteer support
- The parade route, which is slightly longer this year.
- A tentative outline of the bridge ceremony
- Plans for the reviewing stand and other logistical details

Sue McCrory, co-chair 250th Parade Subcommittee addressed the parade route.

Chair Hartman asked about transportation arrangements for parade participants and dignitaries.

**Discuss and Approve MCI Wastewater Correspondence Letter**

Deputy Town Manager, Megan Zammuto, discussed the MCI Wastewater draft letter regarding the Wastewater Treatment Plant. There was a discussion about whether to include a recommendation for a town meeting article to appropriate funds for further due diligence.

The Select Board discussed the timing of the warrant deadline and the availability of other funding sources, including ARPA funds and the Sewer Improvement Fund.

Mark Howell, Select Board Clerk, suggested requesting \$200,000 or \$250,000 from free cash for broader MCI planning, with the limited funding mechanism and short timeline may be an issue.

Upon a motion duly made and seconded, it was **UNANIMOUSLY voted:** to approve MCI Wastewater Correspondence Letter with changes as noted.

**Discuss and Approve Grant of Easement Plan: Dover Street and Darton Street Project, Sunnyside Lane Water Main Easement, and 192-196 Sudbury Road Sidewalk**

The Select Board reviewed Grant of Easement Plans with Alan Cathcart, Public Works Director providing key details regarding each project:

- Darton Street and Derby Street Project: The Public Works Commission assessed roadway and stormwater improvements in the White Pond area. The town may require an easement on a property for sale. This easement would maintain the option for the town to continue with the final design, which requires vetting and a betterment hearing. The benefiting neighborhood would fund the betterment construction. A motion to approve this easement plan was unanimously approved.
- Sunnyside Lane Water Main Easement: A private way needed a water system extension looped to Pond Street. The developer completed the work and requested that the town accept ownership. The easement allows the town to maintain the infrastructure. A delay occurred because the Select Board lacked the mechanism to authorize the acceptance of

**Town of Concord  
Select Board  
Minutes  
February 10, 2025**

easements. Without acceptance, the town cannot maintain the infrastructure. A motion to approve the easement plan was unanimously approved.

- 192 to 196 Sudbury Road Sidewalk: The town collaborated with a property owner to improve the sidewalk, saving a tree by adjusting the sidewalk alignment onto their property. Mr. Cathcart concluded noting that the infrastructure is in place, and the easement lets the town maintain and replace it. The goal is to accept easements before work begins going forward.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted**: to approve the Grant of Easement plans.

**Discuss and Vote on Warrant for Peabody School**

Kerry Lafleur, Town Manager, provided an update on the Peabody School, the School Committee voted to surplus the parcels and recommend transferring care, custody, management, and control to the Select Board.

Some key highlights included:

- Discussion on the carrying costs associated with the overall transfer of the property.
- Acknowledgement that there is an operational issue with the elevator related to borrowing parts. Until resolved, only the 1<sup>st</sup> floor of the property will be available for use.
- Funding for maintenance cost should not be absorbed in the proposed FY26 town budget and a funding amount should be incorporated into the warrant associated with the transfer of the property.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted**: to approve the development of a Town Warrant for the Transfer of the Peabody School parcels to the Care and Custody of the Select Board.

**Town Manager's Report**

Town Manager, Kerry Lafleur reported briefly that the Town Manager's Report was distributed and that she was available to answer any questions.

For complete and full details please visit the Town Manager's Webpage [Bi-weekly Ops Report February 7, 2025](#) online and included in the Select Board meeting packets.

**Chair's Report**

Ms. Hartman reported:

- Public Works Commission and Transportation Advisory Board has a joint meeting scheduled for February 12th at 4:00 PM between the Public Works Commission and the Transportation Advisory Board. The purpose is to discuss a warrant article focused on upgrading roads to align with smart growth or Safe

**Town of Concord  
Select Board  
Minutes  
February 10, 2025**

Streets principles. The Select Board expressed interest in learning more from the meeting.

- APP#10 discussion with the Select Board members addressing questions raised by the public regarding APP#10, clarifying that deviating from APP10 is a policy decision, not a legal violation. She also clarified the appointment process, which includes a Nomination one week and Appointment the following week. Going forward, nominations requiring an APP#10 exemption or those involving new committees or task forces will be discussed separately rather than included on the consent agenda. The Select Board agreed to review and update APP10 with Mr. McKennitt volunteering to lead this effort.
- The next steps include distributing the correct APP10 copy (~~October 2023 revision, misstated~~ – *Most recent version is November 2021*) and reposting it on the town website. A discussion of APP#10 is planned for the March 3rd meeting.

Ms. Harman concluded that the March 3<sup>rd</sup> Select Board agenda will include the Select Board to review the order of warrant articles, vote on a start time for the Town Meeting, and discuss a preliminary motion regarding the use of clickers at Town Meeting based on the Town Meeting Study Commission's recommendation. Ms. Reiss, Town Moderator requested that a motion be made describing the recommendation of the town meeting study commission and putting it to a vote.

**Select Board Liaison Reports**

Ms. Ackerman asked about attendance of the Select Board at the Patriots Ball. She was disappointed that the tickets sold out so quickly. Response was that no Select Board members had tickets, as the event was sold out. Ms. Hartman reminded the audience that this is a private event.

Mr. McKennitt asked about the Memorial Fund gifting to the town, Ms. Ackerman clarified that the memorial will be funded through fundraising and then gifted to the town. No funds have been raised yet and may take a few years.

Mr. Howell provided a verbal report:

- MCI Advisory Board: The board met earlier today and the consultant kickoff was scheduled for February 25th (or possibly the 24th), and emphasized the need to protect dates for public information and outreach events.
- The preliminary schedule will be discussed at this kickoff meeting in late February.

**Adjournment**

Upon a motion duly made and seconded, it was UNANIMOUSLY  
**voted:** to adjourn the meeting at 9:15 PM.

**Meeting Materials:**

[Select Board Recording February 10, 2025](#)

[Select Board Meeting Packet February 10, 2025](#)



**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: March 17, 2025

Re: Gift Acceptance to the Town 250 Gift Account

---

The Select Board must accept gifts in the amount of \$500.00 or more. Included in the Consent Agenda of your meeting packet is a donation from John Hickling in the amount of \$1,000.00 to the Town 250 Gift Account.

Town 250 Gift Account

\$1,000.00

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: March 17, 2025  
Re: Gift Acceptance to the Town 250 Gift Account

---

The Select Board must accept gifts in the amount of \$500.00 or more. Included in the Consent Agenda of your meeting packet is a donation from The Concord Center LLC in the amount of \$500.00 to the Town 250 Gift Account for the purpose of the Community Sing Event during the Concord Center Block Party on April 19, 2025.

Town 250 Gift Account	\$500.00
Community Sing Event	

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
Select Board Clerk

**Shannon McAndrew**

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, February 12, 2025 1:06 PM  
**To:** licensing board; Town Manager's Office; jromanul@concordma.gov  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses

## One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Men's Spring Member Guest (Day 1)
Activity Is	Non-Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	6/6/2025 11:00 AM
End Time	11:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
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? 15+

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 Sara Killelea

**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**

(Section Break)

**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 card(s) will be mailed separately to the Town Manager's Office

---

(Section Break)

#### UNDER 21 POLICY

*The Town of Concord Select Board assumes that there may be guests or attendees 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.

---

Email not displaying correctly? [View it in your browser.](#)



**Shannon McAndrew**

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, February 12, 2025 1:08 PM  
**To:** licensing board; Town Manager's Office; jromanul@concordma.gov  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses

## One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Men's Spring Member Guest (Day 2)
Activity Is	Non-Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	6/7/2025 11:00 AM
End Time	11:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
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? 15+

---

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 Sara Killelea

---

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**

---

(Section Break)

---

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 card(s) will be mailed separately to the Town Manager's Office

---

(Section Break)

---

**UNDER 21 POLICY**

*The Town of Concord Select Board assumes that there may be guests or attendees 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.

---

Email not displaying correctly? [View it in your browser.](#)



**Shannon McAndrew**

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, February 12, 2025 1:10 PM  
**To:** licensing board; Town Manager's Office; jromanul@concordma.gov  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses

### One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Women's Member Guest
Activity Is	Non-Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	6/10/2025 1:00 PM
End Time	11:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
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? 15+

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 Sara Killelea

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**

(Section Break)

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 card(s) will be mailed separately to the Town Manager's Office

---

(Section Break)

#### 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.

Email not displaying correctly? [View it in your browser.](#)



**Shannon McAndrew**

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, February 12, 2025 1:11 PM  
**To:** licensing board; Town Manager's Office; jromanul@concordma.gov  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses

## One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Member 3 Guest
Activity Is	Non-Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	6/19/2025 12:00 PM
End Time	10:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
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? 15+

---

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 Sara Killelea

---

**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**

---

(Section Break)

---

**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 card(s) will be mailed separately to the Town Manager's Office

---

(Section Break)

---

#### UNDER 21 POLICY

*The Town of Concord Select Board assumes that there may be guests or attendees 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.

Email not displaying correctly? [View it in your browser.](#)



**Shannon McAndrew**

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, February 12, 2025 1:13 PM  
**To:** licensing board; Town Manager's Office; jromanul@concordma.gov  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses

## One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Men's Spring Member-Member (Day 1)
Activity Is	Non-Profit
Event Type	Event in Town-Owned Facility
Event Date & Start Time	6/27/2025 11:00 AM
End Time	11:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
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? 15+

---

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 Sara Killelea

---

**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**

---

(Section Break)

---

**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 card(s) will be mailed separately to the Town Manager's Office

---

(Section Break)

---

**UNDER 21 POLICY**

*The Town of Concord Select Board assumes that there may be guests or attendees 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.

---

Email not displaying correctly? [View it in your browser.](#)





**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**4**

---

## **Common Carrier License Applications:**

**Requested by: SB Chair**

**Action Sought: Approve**

### **Proposed Motion(s)**

Common Carrier License Applications:

- i. Maria Stephens, Boston Hidden Gems Inc.
- ii. Joseph Albano, Joseph's Transportation

### **Board Action**

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



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: March 13, 2025

Re: Common Carrier License Application for Boston Hidden Gems

---

Included in your packet is a Common Carrier/Livery License application for Boston Hidden Gems of Boston, Massachusetts.

Maria Stephens, owner, is a licensed Tour Guide by the Select Board and would like to offer group tour services in Town, especially as we are approaching the 250<sup>th</sup>. To do so, the business needs a Common Carrier License.

The application from Boston Hidden Gems is complete, including the License Attestation required by the Massachusetts Department of Revenue, Workers Compensation Insurance Affidavit, and copies of their General Liability and Workers Compensation Insurance.

Should you have any further concerns or questions, please reach out to me.

## ⚙️ APPLICATION FOR LIVERY/TAXI CAB LICENSE

### APPLICATION DETAILS

Application #:	<u>TCL-25-55181</u>	Date Issued:	<u>                    </u>	Permit #:	<u>                    </u>	Date Paid:	<u>                    </u>
Fee Payable: (\$)	<u>100.00</u>	Fee Paid: (\$)	<u>0.00</u>	Receipt #:	<u>                    </u>		

### SECTION 1 - SITE INFORMATION

Name of Person, Firm or Corporation	<u>North Bridge</u>		
Street Name	<u>Old N Bridge</u>	Map Block Lot	<u>                    </u>
Street Number	<u>N/A</u>	Zone	<u>                    </u>
Unit Number	<u>                    </u>		

### SECTION 2 - OWNER / CORPORATION INFORMATION

Owner / Corporation Name	<u>Boston Hidden Gems Inc</u>		
Street Number	<u>21</u>	Street Name	<u>Cawfield Street Apt 3</u>
City	<u>Boston</u>	State	<u>MA</u>
		Zip Code	<u>02125</u>
Telephone	<u>617-297-8006</u>	Email	<u>maria@bostonhiddengems.com</u>

### SECTION 3 - APPLICANT INFORMATION

Applicant Name	<u>Maria Stephens</u>
----------------	-----------------------

Street Number	<u>21</u>	Street Name	<u>Cawfield Street Apt 3</u>		
City	<u>Boston</u>	State	<u>MA</u>	Zip Code	<u>02125</u>
Telephone number	<u>617-297-8006</u>	Email	<u>maria@bostonhiddengems.com</u>		

**SECTION 4 - MAILING ADDRESS**

Street Number	<u>21</u>	Street Name	<u>Cawfield Street Apt 3</u>		
City	<u>Boston</u>	State	<u>MA</u>	Zip Code	<u>02125</u>
Telephone	<u>617-297-8006</u>				

**SECTION 5 - CORPORATE AUTHENTICATION**

Name of Individual or Corporate Name Boston Hidden Gems Inc

Name of Corporate Officer Maria Stephens

Email maria@bostonhiddengems.com

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

Date 02/26/25

**SECTION 6 - OTHER INFORMATION**

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

Proposed Hours of Operation	From	To
Monday	<u>9 am</u>	<u>5 pm</u>
Tuesday	<u>9 am</u>	<u>5 pm</u>
Wednesday	<u>9 am</u>	<u>5 pm</u>
Thursday	<u>9 am</u>	<u>5 pm</u>

Proposed Hours of Operation	From	To
Friday	<u>9 am</u>	<u>5 pm</u>
Saturday	<u>9 am</u>	<u>5 pm</u>
Sunday	<u>9 am</u>	<u>5 pm</u>

**SECTION 7 - FLEET SCHEDULE**

No.	Year	Make	Model	Plate #
1	<u>2020</u>	<u>Ford</u>	<u>Transit</u>	<u>LVC6305</u>

**STATE TAX AFFIDAVIT**

STATE TAX AFFIDAVIT |

**Please click this button to print out the required form. Once you have submitted this application please fill out the form and upload it to the checklist in the transaction panel.**

**SECTION 8 - DECLARATION**

This license will not be issued unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of MGL C.62C, Sec. 49A.

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

Date 02/26/25

**\* Indicates Mandatory Field.**

**APPLICATION FOR LIVERY/TAXI CAB LICENSE**

**APPLICATION DETAILS**

Application #:	<u>TCL-25-55206</u>	Date Issued:	_____	Permit #:	_____	Date Paid:	<u>03/13/25</u>
Fee Payable: (\$)	<u>0.00</u>	Fee Paid: (\$)	<u>100.00</u>	Receipt #:	<u>TCL-25-0200</u>		

**SECTION 1 - SITE INFORMATION**

Name of Person, Firm or Corporation Josephs Transportation

Street Name James St Map Block Lot \_\_\_\_\_

Street Number 44 Zone \_\_\_\_\_

Unit Number \_\_\_\_\_

**SECTION 2 - OWNER / CORPORATION INFORMATION**

Owner / Corporation Name Joseph's Transportation

Street Number 44 Street Name James St

City Medford State MA Zip Code 02155

Telephone 781-396-2500 Email ap@josephslimousine.com

**SECTION 3 - APPLICANT INFORMATION**

Applicant Name Joseph's Transportation

Street Number	<u>44</u>	Street Name	<u>James St</u>		
City	<u>Medford</u>	State	<u>MA</u>	Zip Code	<u>02155</u>
Telephone number	<u>781-396-2500</u>	Email	<u>ap@josephslimousine.com</u>		

**SECTION 4 - MAILING ADDRESS**

Street Number	<u>44</u>	Street Name	<u>James St</u>		
City	<u>Medford</u>	State	<u>MA</u>	Zip Code	<u>02155</u>
Telephone	<u>781-396-2500</u>				

**SECTION 5 - CORPORATE AUTHENTICATION**

Name of Individual or Corporate Name Josephs Transportation

Name of Corporate Officer Joseph Albano

Email Jalbano@josephslimousine.com

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

**SECTION 6 - OTHER INFORMATION**

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

Proposed Hours of Operation	From	To
Monday	<u>6am</u>	<u>9pm</u>
Tuesday	<u>6am</u>	<u>9pm</u>
Wednesday	<u>6am</u>	<u>9pm</u>
Thursday	<u>6am</u>	<u>9pm</u>

Proposed Hours of Operation	From	To
Friday	<u>6am</u>	<u>9pm</u>
Saturday	<u>6am</u>	<u>9pm</u>
Sunday	<u>0</u>	<u>0</u>

**SECTION 7 - FLEET SCHEDULE**

No.	Year	Make	Model	Plate #
1	<u>2007</u>	<u>Freightliner Trolley</u>	<u>CHASSI</u>	<u>18ADM</u>

**STATE TAX AFFIDAVIT**

STATE TAX AFFIDAVIT |

**Please click this button to print out the required form. Once you have submitted this application please fill out the form and upload it to the checklist in the transaction panel.**

**SECTION 8 - DECLARATION**

This license will not be issued unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of MGL C.62C, Sec. 49A.

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

Date 02/24/25

**\* Indicates Mandatory Field.**



**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: March 13, 2025

Re: Common Carrier License Application for Joseph's Transportation

---

Included in your packet is a Common Carrier/Livery License application for Joseph's Transportation of 44 James Street, Medford, Massachusetts.

Joseph's Transportation has worked with the Town for several years now, but did not submit their license renewal materials during the winter, though are seeking to be re-licensed in the Town again for the remainder of 2025, especially approaching the 250<sup>th</sup>. Joseph's Transportation has worked with Beth Williams, Tourism Manager, through the Liberty Ride.

The application from Joseph's Transportation is complete, including the License Attestation required by the Massachusetts Department of Revenue, Workers Compensation Insurance Affidavit, and copies of their General Liability and Workers Compensation Insurance.

Should you have any further concerns or questions, please reach out to me.

**APPLICATION FOR LIVERY/TAXI CAB LICENSE**

**APPLICATION DETAILS**

Application #:	<u>TCL-25-55181</u>	Date Issued:	<u>                    </u>	Permit #:	<u>                    </u>	Date Paid:	<u>                    </u>
Fee Payable: (\$)	<u>100.00</u>	Fee Paid: (\$)	<u>0.00</u>	Receipt #:	<u>                    </u>		

**SECTION 1 - SITE INFORMATION**

Name of Person, Firm or Corporation North Bridge

Street Name Old N Bridge Map Block Lot                     

Street Number N/A Zone                     

Unit Number                     

**SECTION 2 - OWNER / CORPORATION INFORMATION**

Owner / Corporation Name Boston Hidden Gems Inc

Street Number 21 Street Name Cawfield Street Apt 3

City Boston State MA Zip Code 02125

Telephone 617-297-8006 Email maria@bostonhiddengems.com

**SECTION 3 - APPLICANT INFORMATION**

Applicant Name Maria Stephens

Street Number	<u>21</u>	Street Name	<u>Cawfield Street Apt 3</u>		
City	<u>Boston</u>	State	<u>MA</u>	Zip Code	<u>02125</u>
Telephone number	<u>617-297-8006</u>	Email	<u>maria@bostonhiddengems.com</u>		

**SECTION 4 - MAILING ADDRESS**

Street Number	<u>21</u>	Street Name	<u>Cawfield Street Apt 3</u>		
City	<u>Boston</u>	State	<u>MA</u>	Zip Code	<u>02125</u>
Telephone	<u>617-297-8006</u>				

**SECTION 5 - CORPORATE AUTHENTICATION**

Name of Individual or Corporate Name Boston Hidden Gems Inc

Name of Corporate Officer Maria Stephens

Email maria@bostonhiddengems.com

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

Date 02/26/25

**SECTION 6 - OTHER INFORMATION**

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

Proposed Hours of Operation	From	To
Monday	<u>9 am</u>	<u>5 pm</u>
Tuesday	<u>9 am</u>	<u>5 pm</u>
Wednesday	<u>9 am</u>	<u>5 pm</u>
Thursday	<u>9 am</u>	<u>5 pm</u>

Proposed Hours of Operation	From	To
Friday	<u>9 am</u>	<u>5 pm</u>
Saturday	<u>9 am</u>	<u>5 pm</u>
Sunday	<u>9 am</u>	<u>5 pm</u>

**SECTION 7 - FLEET SCHEDULE**

No.	Year	Make	Model	Plate #
1	<u>2020</u>	<u>Ford</u>	<u>Transit</u>	<u>LVC6305</u>

**STATE TAX AFFIDAVIT**

STATE TAX AFFIDAVIT |

**Please click this button to print out the required form. Once you have submitted this application please fill out the form and upload it to the checklist in the transaction panel.**

**SECTION 8 - DECLARATION**

This license will not be issued unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of MGL C.62C, Sec. 49A.

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

Date 02/26/25

**\* Indicates Mandatory Field.**



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**5**

---

## **Discuss and Approve Concord 250th Food Truck Requests**

**Requested by: SB Chair**

**Action Sought: Approve**

### **Proposed Motion(s)**

Motion: Move to Approve Concord 250<sup>th</sup> Food Truck requests

### **Additional Information**

### **Board Action**

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



OLD NORTH BRIDGE

## TOWN OF CONCORD

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

To: Mary Hartman, Select Board Liaison to Concord Cultural Council

From: Mimi Graney, Economic Vitality Manager and Melanie Dinneen, Public Health Director

Date: March 12, 2025

Re: Approval of placement of more than 2 food trucks [as required under Concord regulations for food trucks](#) in multiple sites as part of the Concord 250 celebration

**Sponsor:**

The Concord 250 Committee and the Concord Museum  
Coordination by Melanie Dinneen, Health Director

**Purpose:**

To provide food to attendees at the Concord 250<sup>th</sup> activities in and around Concord Center to be held on April 19, 2025.

**Sites and Schedule:**

Food Truck Sites for April 19, 2025 that Require Select Board Approval:

Public Property:

- Walden Street Lot – total of 15 vendors (one vendor with 2 trucks)
  - All Day - 7 am to 9 pm – 8 food trucks
  - Morning Shift Only: 7 am to 3 pm only – 4 food trucks
  - Evening: Shift Only: 3 pm to 9 pm only – 4 food trucks
- Stow Street: Total of 5 vendors
  - All Day - 7 am to 9 pm – 2 food trucks
  - Morning Shift Only: 7 am to 3 pm only – 1 food trucks
  - Evening: Shift Only: 3 pm to 9 pm only – 2 food trucks

Private Property:

- Concord Museum – Mobile Wine vendor plus three food trucks
- Main Streets Market – 2 food trucks behind the restaurant near Keyes Lot

Additional Concord Center Sites with Mobile Food Vending shared to provide context:

(These do not require Select Board Approval.)

- Wright Tavern Beer Garden – Beer Garden plus Anthem Group food vending
- Concord Market – Business food vending (and beer garden?)
- Masonic Temple lot – business food vending with Masonic Temple and the Corinthian Lodge
- Fiorella's - business vending behind property beside Walden lot
- Concord's Colonial Inn – business vending
- Emerson Field – Rotary Club serves refreshments to parade participants
- Salvation Army – location TBD to serve public safety team

**Project Description:**

Concord 250 activities on April 19<sup>th</sup> begin at 6 am with the dawn salute and conclude after dark with a drone show. Roads will be closed to vehicles and thousands of visitors are expected in the area, arriving via the MBTA Commuter Rail and town-sponsored shuttles as well as by foot and bike.

Existing brick-and-mortar food businesses are scaling up but additional food service is required to meet the demand. Grants of up to \$1,500 were offered to Concord food establishments to purchase equipment for this purpose and eight businesses received the award. The specific assigned locations and other considerations for participation of these local establishments is being coordinated within the logistics and layout of the overall Concord250 event.

Additional food options are needed to meet the demands of the event. A Call for Food Trucks was issued and broadly distributed.

For both food trucks and mobile food vendors (those using tents and tables and not a vehicle) the Health Division is overseeing food safety inspections and permitting.

**Administration and Town Responsibilities:**

Melanie Dinneen of the Health Division and Mardi Hutchinson of the Recreation Department led vendor recruitment.

Melanie Dinneen is coordinating with other Town staff and community members the selection of the specific sites.

Mimi Graney of the Economic Vitality Division oversees the grants to Concord businesses. She and Beth Williams of the Tourism Division are providing project support.

Concord 250 Public Safety Committee set the requirements on the locations and approved the specific sites and layout.

GIS Department assisted with the determination of the sites and created the maps.

Attached: 250<sup>th</sup> List of Food Vendors

## CONCORD 250TH MOBILE FOOD VENDOR LIST

Establishment Name	Location	Type of Food & Menu (listed)	# of Meals Intended to Bring/Serve During Event	Requested Vending Time Frame (7am-3pm or 3pm-9pm)
Tandoor and Curry on Wheels	Walden	Indian Food - Veg Somosas, Chicken Curry, Chicken Tikka Masala, Vegetable Curry, Plain Naan, Garlic Naan	750 meals will be served without a problem	All Day
Uncle Joey's Cannoli	Walden	Fresh Filled Cannoli, Cannoli Chip and Dip, Cold Brew	I will bring setup for 1,000 but will have access to do unlimited if necessary	3pm-9pm
Canterbury Kettle Corn	Walden	Kettle Corn Fresh/ Squeezed Lemonade		All Day
Souped up Food Truck/Above the Clouds Catering LLC	Walden	Soups, sandwiches, bowls.	300	7-3pm
Smack Noodle	Walden	Grill pork skewer, bubble tea	1500	7am-3pm
Moo-Licious, The Mooving Cookie Bakery	Walden	cookies	4 cookie flavors	3pm-9pm
The Lobster Roll	Walden	Lobster rolls, clam chowder, burgers, hot dogs, grilled cheese, fries, canned soda, water bottles	200	ALL DAY
Potato Potato	Walden	French Fries Tater Tots, Buffalo Chicken, Pulled Pork, Poutine	750	ALL DAY
Say Cheese	Walden	Gourmet grilled cheese	Full capacity	7am-3pm
Trolley Dogs	Walden	extra large beef hot dogs & french fries, craft lemonade, chicken tenders chicken sandwich & veggie burger		All Day
Main Streets Market and Café	Keyes Road Parking Lot	Coffee, drinks, fries, chicken tenders, prepackaged sandwiches, muffins, donuts, breakfast sandwich, mac and cheese	To be determined / weather related	N/A

Corinthian Lodge	Masonic Temple	Morning: Crepes, breakfast sandwiches Afternoon: Hamburgers, hot dogs. Drinks		N/A
The Anthem Group	Wright Tavern Beer Garden	BBQ, Paninis, Donuts, Cookies, Soups, etc.	100+	N/A
The Ultimate Grille Food Trailer	Walden- STOW	Italian Sausage subs, Hot dogs, chicken fingers, french fries, Fried dough , fried oreos, fried Mac & cheese bites, soda & waters	200	All Day
Berrysweets	Walden- STOW	Fresh strawberries dipped in chocolate / Frozen bananas and cheesecake dipped in chocolate		All Day
Concord's Colonial Inn	Outdoor concessions (front Lawn)	Hot Dogs & Hamburger		
Kona Ice of Framingham	Walden	gourmet shaved ice		All Day - two food trucks
Sauced and Tossed Chicken Co.	Walden- STOW	Fried chicken and French fries, choice of bone in or boneless		3pm-9pm
Verrill Farm	Walden	baked goods- frittatas, scones, cookies and pulled pork sandwiches, chips, water		7am-3pm
Rotary Club of Concord	Emerson Field	Serving coffee and baked goods to Parade participants- Concord Teacakes and Dunkin Donuts		5am-9am
The Concord Market	Concord Market	New England Clam Chowder (sold per cup), Lobster Rolls, Grilled Cheese Sandwiches, Hot Soft Pretzels with Mustard (packets), Hot Coffee, Hot Cider, Hot Chocolate, water, maybe soda	3500-5000	N/A
Fiorella's Cucina	Private Lot	Pizza, sandwich, salad, pasta, sodas, non-alcoholic beverages	250-600	all day
The Salvation Army - Emergency Disaster Services	TBD	TBD (ie. hot/cold sandwiches, salads, soups, snacks, drinks, etc)	1500-2000	all day
Salt Box Kitchen	West Concord	Bratwursts, sauerkraut		N/A
Juniper Farms Ice Cream Co., Inc. <b>Truck # 2</b>	Walden- STOW	Prepackaged Ice Cream Novelties	Thousands of individual ice creams are available on the truck	
Juniper Farms Ice Cream Co., Inc.	Concord Museum	Prepackaged Ice Cream Novelties	Thousands of individual ice creams are available on the truck	NA
Madagascar Vanilla	Walden	vanilla. muffins datenut bread	100	?

Decanted Wine Truck and Mobile Bar	Concord Museum	wine	n/a	NA
Northeast Smokehouse	Concord Museum	BBQ	400	NA
Augusta's Chicken on the Road	Walden	Chicken bites, french fries, drinks	300 or more if needed	3pm-9pm
Muddy Water Coffee Roasters	Walden- <b>STOW</b>	Coffee drinks - coffee, iced coffee, lattes, chai lattes, hot chocolate	250	7am-3pm
The Whoo(pie) Wagon	Walden	Whoopie Pies, Cookies, Ice Cream Stuffed Cookies and Whoopie Pies	Unlimited - We can restock throughout the day.	3pm-9pm
Twizted Pickle	Concord Museum	Grilled Reuben, cuben sandwich, chicken sandwich, french fries, fried pickles	200+	concord muesum



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**6**

---

**Discuss and Approve West Concord Decal  
(130) Program**

**Requested by: SB Chair**

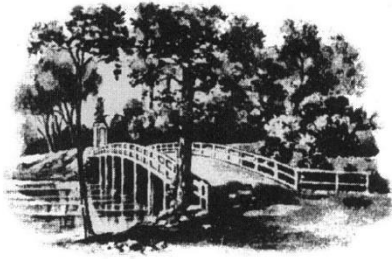
**Action Sought: Approve**

**Proposed Motion(s)**

Motion: Move Approve West Concord Decal (130) Program

**Board Action**

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



OLD NORTH BRIDGE

## TOWN OF CONCORD

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

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

From: Mimi Graney, Economic Vitality Manager

Date: March 7, 2025

Re: Public Art Proposal – **Sidewalk Decals**

Request for FINAL Approval of Public Art - "Sidewalk Decals" - on town-owned property in West Concord.

### **Sponsor:**

The West Concord Cultural District wishes to execute a Sidewalk Decals Art project for West Concord. Anne-Catherine Mauk is the project lead for the WCJCD with other Committee members and local business owners assisting.

### **Purpose:**

Sidewalk decals within the commercial areas of West Concord village provide an opportunity to share artwork by residents, promote the 250<sup>th</sup> in this section of Concord, and focus attention on the area's retail businesses. The decals will draw pedestrians to some of the further reaches of the district where retailers report lower foot traffic.

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

### **Site(s):**

Proposal is for 136 custom printed pavement floor graphics, sized 16" x 20" affixed to the sidewalks of the retail business district of West Concord. See Attachment D for a map of the locations and an image of a true-scale mock up on the sidewalk. (Note: Since first presented the number of decals increased from 130 to 136 and the size of the individual decals decreased from 18x22 to 16x20.)

The deals would be temporarily affixed to sidewalks in West Concord Village on both sides of Commonwealth Ave from Main to intersection to Laws Brook Road. Placement has been calculated for every third sidewalk square, avoiding parking lot entrances and any slanted surfaces leading to crosswalks.

To test the decals for ease of placement, clean removal, response to foot traffic, fading, etcetera, Public Works placed a single decal sized 18" x 24" on the sidewalk on Commonwealth Ave outside the driveway to 70 Beharrel Street in the summer of 2024. This test decal held up well to the elements and served as a wayfinding resource for the Poetry Phone. Removal proved to be easy with no impact to the sidewalk surface. See Attachment A.

**Project Description:**

Background: This project was inspired by a sidewalk decal project featuring artwork by local youth executed by the Winchester Cultural District. Similar municipal sponsored, custom sidewalk decals have been successfully implemented in a number of Massachusetts communities including [Worcester](#), [Boston](#), and Newton. The WCJCD team received enthusiastic support from area merchants. Through 2024 project lead Anne-Catherine Mauk refined the project. The Select Board gave provisional approval in December 2024 and a Call for Art was distributed widely throughout Concord.

Artist Selection: A Call for Art received submissions from artists of all ages, skill levels and mediums. From the applications, local merchants, along with staff members at Phillips Academy and CCHS, advised the WCJCD Committee to select 130 individual works. West Concord business reviewers were: Jen McGonigle of Joy Street Boutique, Adam Stark of Debra’s Natural Gourmet, Amy Noordzij, of Doe and Fawn. See Attachment B and the [Art Loop’s google drive folder](#).

Artist Agreements: An agreement with the artists was incorporated into the Call for Art Form delineating the terms for use. No further contracting with the individual artists is anticipated. See Attachment C.

Funding & Budget: WCJCD funds are provided by a Mass Cultural Council Cultural District grant administered by the Committee.

Decals, set-up fee and printing:	\$2,200
Installation, 3 days @ \$760/day:	\$2,280
Contingency @ 15%:	\$672
 Total Project Estimate:	 \$5,152

Site constraints: None known. Installation and removal of the decals can be executed within minutes so there will be minimal impacts on passersby. No decals will be placed within three feet of business entrances or exits.

Materials: The decals are professionally printed on weather-proof floor wrap designed for outdoor use on concrete. (Not appropriate for asphalt.) The decal is produced with a non-skid heavy texture matte overlaminate so that the surface is not slippery.

The decals will be produced by [Sticker Genius](#).

Installation: Crosby Design Inc will execute the installation. Crosby will prepare the concrete surface by lightly power washing before adhering the temporary decals. Installation is expected to take place in April 2025.

Term & Maintenance: The intention is for the decals to remain in place for appropriately six months, roughly April through October. Based on the test decal in place through much of 2024, we do not foresee any issues with longevity or damage to the sidewalk surface. Should any decals fall into disrepair before the removal of the entire the individual decal will be removed either by WCJCD volunteers or, if required, the assistance of a contractor will be secured.

**Schedule:**

June 2024: Test decal installed  
Summer 2024: Test decal monitored  
Mid-December 2024: Test decal removed  
Mid-December 2024: Call for Art issued  
February 2025: Deadline for submission. Selection of designs  
March 2025: Select Board approval. Decal production  
April 2025: Decals placed on sidewalks  
October 2025: Decals removed from sidewalks

**Community:**

Collaborations with Concord partners distributed the Call for Art and more than 100 members of the community submitted their designs. Community representatives participated in the art selection.

**Administration and Town Responsibilities:**

- The WCJCD commissioned an insured contractor to install the decals, as the installation is considered under public procurement to be construction in the public way.
- Economic Vitality Manager Mimi Graney is the staff liaison to the WCJCD and will assist the committee with executing the artist contract and the pass-through of the MCC grant funding.
- Aaron Miklosko of Highway & Grounds advised on installation and contract related requirements. A final review of the project was presented to CPW Director Alan Cathcart and Assistant Highway & Grounds Superintendent Erik Shaw.
- Public Works will be consulted when scheduling the date of installation to ensure there are no negative impacts on other work happening in the area.

**Attachments:**

- A - Sample Decal
- B – Call for Art
- C – Artist Application
- D – Map of approximate locations and image of true-scale on-site mock-up

- E – Set of Designs for Installation

ATTACHMENT A – SAMPLE DECAL



Sample decal in West Concord

## Call For Art

Dear Arts Educator,

We would like to invite your students to participate in an upcoming community art project! The West Concord Junction Cultural Committee (WCJCC) is organizing a walkable Art Loop in downtown West Concord, which will showcase artwork from local students and residents. This is a wonderful opportunity for your students to contribute to a public art display that celebrates their creativity and enhances our local community.

**Project Overview:** The Art Loop will run from April to October 2025, with approximately 130 sidewalk decals featuring art from Concord’s elementary, middle, and high schools as well as adult community members. Artworks will be produced as 18’ x 24” weatherproof sidewalk decals that will be installed along Commonwealth Avenue.

**How to Participate:** We invite you to submit original artworks from your students that you feel best represent their creativity and skill. Students (or their guardians) may also submit their work directly via the [Google Submission Form](#).

### Submission Details:

- **Submission Deadline:** February 14, 2025
- **Requirements:** Artists must live, work, or attend school in Concord. Original art pieces only; all photographable mediums will be accepted for consideration.
- **Submission Link:** Please upload images and basic details for each submission through this [Google Submission Form](#)

A panel of local artists will select the artworks to be featured, and we’ll notify artists in March if their work is chosen. We hope you’ll encourage your students to participate in this unique project, which aims to showcase and celebrate young artists’ talents as part of a community-wide 250<sup>th</sup> celebration!

Thank you very much for considering this opportunity for your students. If you have any questions or need further details, feel free to reach out.

Warm regards,  
Anne-Catherine Mauk  
West Concord Junction Cultural Committee Member  
[westconcordartloop@gmail.com](mailto:westconcordartloop@gmail.com)

# West Concord Art Loop

As part of Concord’s 250th Celebration, the West Concord Junction Cultural Committee (WCJCC) is curating an outdoor art exhibit marked by a series of sidewalk art decals. The installation will run half a mile along both sides of Commonwealth Avenue and include approximately one hundred and thirty 18" x 24" decals featuring photos of original works created by local residents.

Anyone who lives, works, or attends school in Concord is eligible to submit their original works for consideration. Artists will be credited on the project's website alongside a photo of their work.

The outdoor exhibit will run for six months, from April through October 2025.

Artists may upload submissions using the form below. Each artist may submit up to three unique entries.

Questions may be directed to [westconcordartloop@gmail.com](mailto:westconcordartloop@gmail.com)

The name, email, and photo associated with your Google account will be recorded when you upload files and submit this form

\* Indicates required question

Email\*

Full Name of Artist\*

Email Address\*

Phone Number\*

Do you live, work, or attend school in Concord?\*

Yes

No

Age Group\*

Youth (5 - 12)

Teen (13 - 18)

Adult (18 - 55)

Senior (55 +)

Please upload up a high-resolution PDF of your original art here. If selected, this photo will be used to create an Art Loop decal. Photo may be subject to cropping to meet printing constraints.

\*

Upload 1 supported file: PDF. Max 100 MB.

I certify that this piece is my original work and I hereby grant the West Concord Junction Cultural District Committee permission to reproduce it for the purposes of the Art Loop, including, but not limited to, creating a decal of the artwork and using the artwork for marketing and publicity of the Art Loop.

\*

Agree

If you are submitting this form on behalf of a minor, please note your full name and relationship to the artist.

Your answer

Send me a copy of my responses.

Submit

ATTACHMENT D – MAP OF LOCATIONS

- Orange circles indicate approximate locations. Will be on every 3<sup>rd</sup> square on the concrete, avoiding business entrances and crosswalk ramps



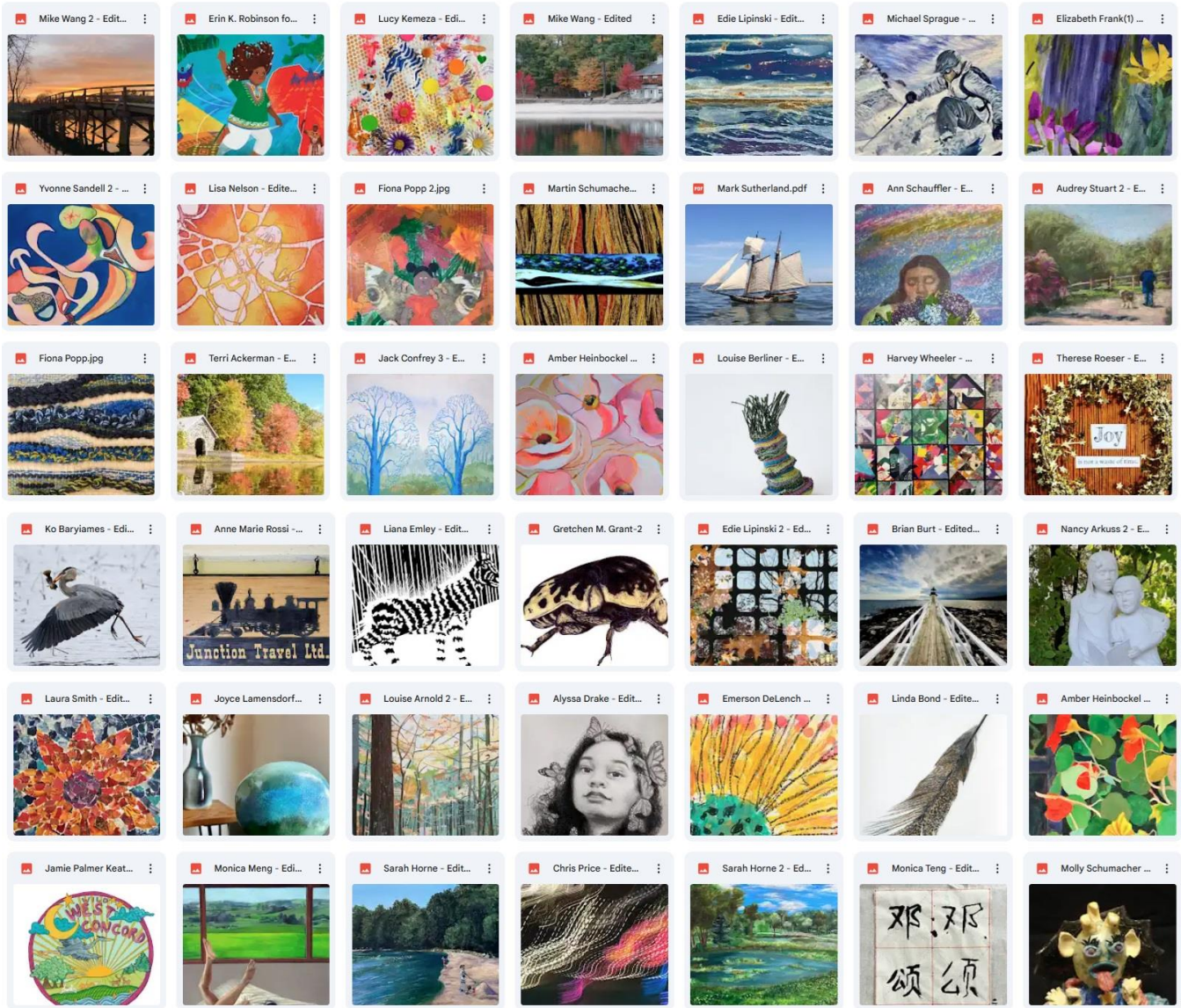
DECAL SPACING MOCK-UP

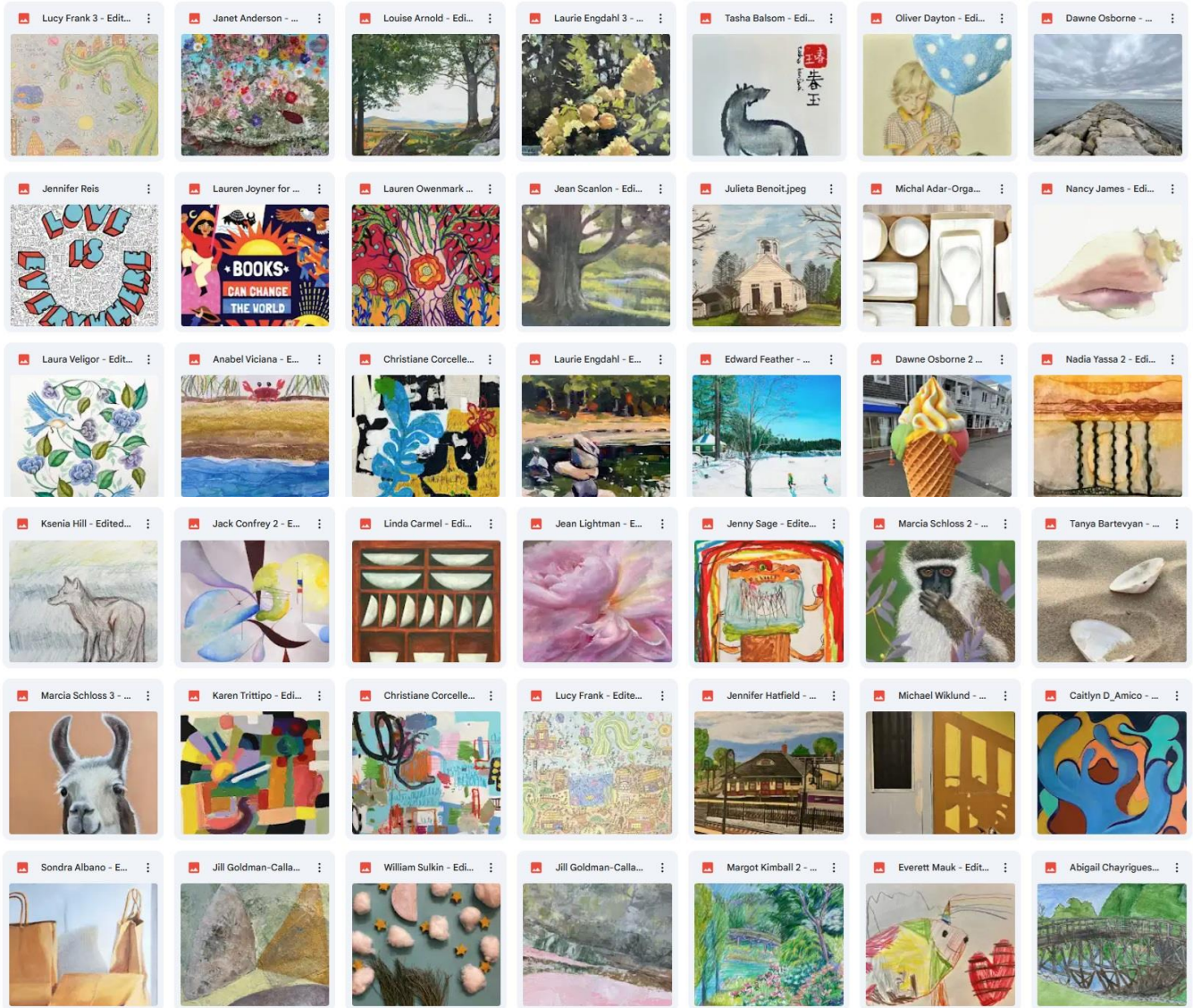
True-scale mock-up on the sidewalk showing size and placement of the decals on the concrete sidewalks

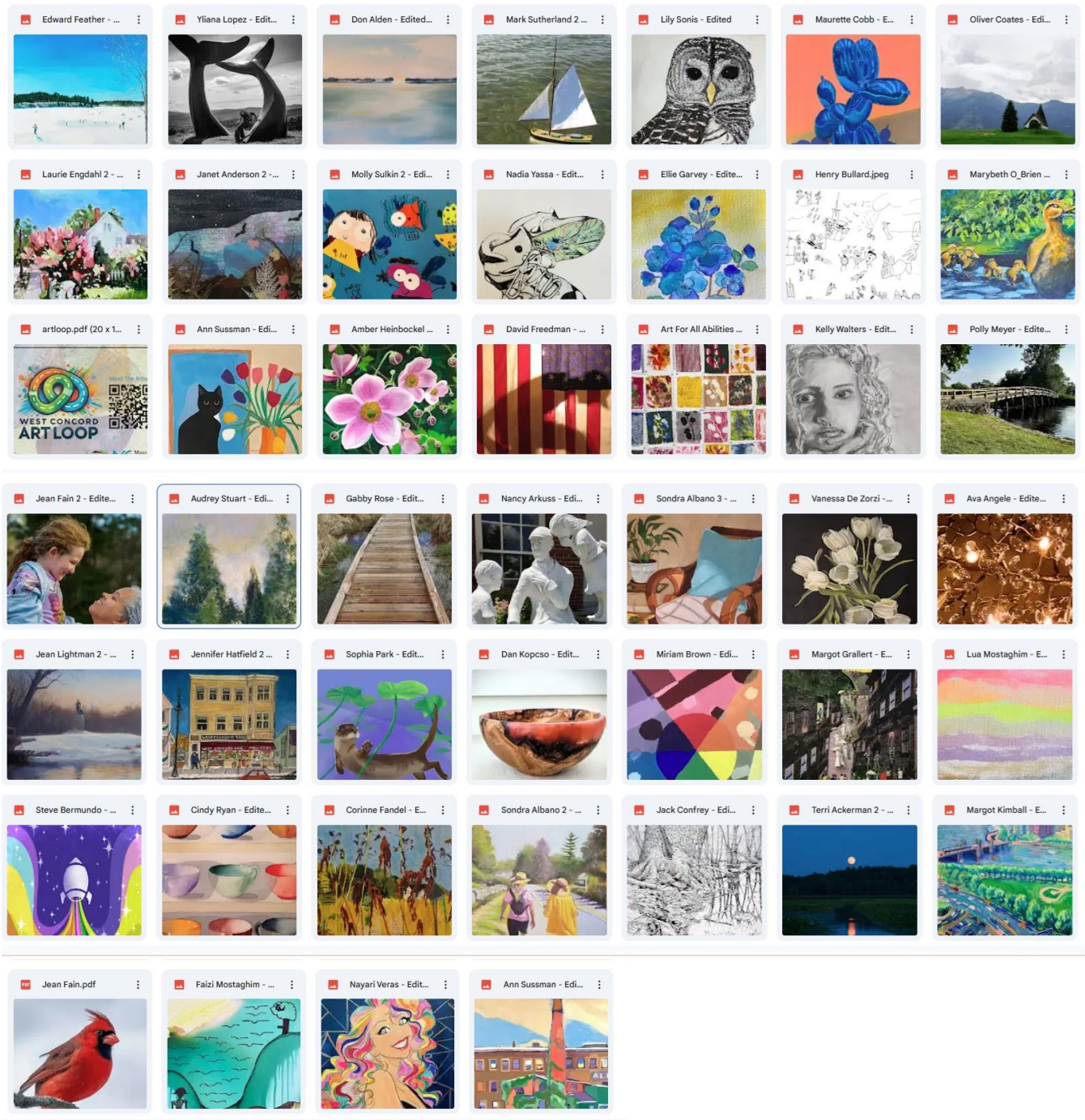


Attachment E – Designs for Installation

Images of the Decal Artwork









**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**7**

**Discuss and Approve Authorization for Town Manager to sign the Intermunicipal Bike Share Minuteman Regional Program**

**Requested by: SB Chair**

**Action Sought: Approve**

**Proposed Motion(s)**

Motion: To approve Authorization for Town Manager to sign the Intermunicipal Bike Share Minuteman Regional Program

**Additional Information**

**Supplemental: Bike Share Town of Acton Planning & Sustainability Report**

**Board Action**

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



## TOWN OF CONCORD

### DEPARTMENT OF PLANNING AND LAND MANAGEMENT

141 KEYES ROAD, CONCORD, MA 01742

TEL. (978) 318-3290 FAX (978) 318-3291

Date: March 5, 2025

To: Concord Select Board

From: Alyssa Sandoval, Community Development Director *AS*  
Elizabeth Hughes, Town Planner  
Beth Williams, Tourism Manager

Re: Minuteman Bike Share Inter-Municipal Agreement (IMA)

Attachments: IMA

---

We respectfully request the Select Board to authorize signature by the Town Manager of the Minuteman Bike Share Inter-Municipal Agreement (IMA). The IMA has been reviewed by Town Counsel.

The IMA establishes the program procurement parameters and responsibilities of the Towns of Acton, Concord, Lincoln, and Maynard for the implementation of a 4-town regional bike share program for the next 3 years. There will be a total of 35 bicycles and 7 bike share stations with two stations; one at the Visitor Center and the other in West Concord adjacent to the Bruce Freeman Rail Trail, behind Brookside Square. Each Concord station will have 6 bikes plus 2 adaptive bikes. This regional bike share program is supported by \$187,450 in grant funding with the Town of Acton as the lead community handling the procurement and contract responsibilities. The main staff person coordinating the program in Concord will be Beth Williams, Tourism Manager.

**INTER-MUNICIPAL AGREEMENT**

**for the establishment of a coordinated automated on-demand bike share system**

**By and Between the:**

**TOWN OF ACTON  
TOWN OF CONCORD  
TOWN OF LINCOLN  
And  
TOWN OF MAYNARD**



## TOWN OF CONCORD

### DEPARTMENT OF PLANNING AND LAND MANAGEMENT

141 KEYES ROAD, CONCORD, MA 01742

TEL. (978) 318-3290 FAX (978) 318-3291

Date: March 5, 2025

To: Concord Select Board

From: Alyssa Sandoval, Community Development Director *AS*  
Elizabeth Hughes, Town Planner  
Beth Williams, Tourism Manager

Re: Minuteman Bike Share Inter-Municipal Agreement (IMA)

Attachments: IMA

---

We respectfully request the Select Board to authorize signature by the Town Manager of the Minuteman Bike Share Inter-Municipal Agreement (IMA). The IMA has been reviewed by Town Counsel.

The IMA establishes the program procurement parameters and responsibilities of the Towns of Acton, Concord, Lincoln, and Maynard for the implementation of a 4-town regional bike share program for the next 3 years. There will be a total of 35 bicycles and 7 bike share stations with two stations; one at the Visitor Center and the other in West Concord adjacent to the Bruce Freeman Rail Trail, behind Brookside Square. Each Concord station will have 6 bikes plus 2 adaptive bikes. This regional bike share program is supported by \$187,450 in grant funding with the Town of Acton as the lead community handling the procurement and contract responsibilities. The main staff person coordinating the program in Concord will be Beth Williams, Tourism Manager.

THIS INTERMUNICIPAL AGREEMENT (“AGREEMENT”), is entered into on this \_\_\_ day of \_\_\_\_\_, 2025, and executed in quadruplicate (each executed copy constituting an original) by and among the Town of Acton (“ACTON”), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 472 Main Street, Acton, MA 01720, the Town of Concord (“CONCORD”), a Massachusetts municipal corporation with a principal place of business at 22 Monument Square, Concord, MA 01742, the Town of Lincoln (“LINCOLN”), a Massachusetts municipal corporation with a principal place of business at 16 Lincoln Road, Lincoln, MA 01773, and the Town of Maynard (“MAYNARD”), a Massachusetts municipal corporation with a principal place of business at 195 Main Street, Maynard, MA 01754; each of the TOWNS acting by and through its Select Board or its duly authorized contracting agent, with no personal liability to the aforementioned public officials (all parties collectively referred to as the “TOWNS”).

### **RECITALS**

WHEREAS, Chapter 40, Section 4A of the General Laws allow the TOWNS to enter into an agreement with each other to perform activities or undertakings which any of the TOWNS is authorized by law to perform, if the agreement is authorized by vote of the Select Board of each TOWN;

Whereas, the TOWNS have determined to create a regional bike share program that will establish a broad, accessible network of bike infrastructure across the region, while improving access to existing public transportation;

WHEREAS, the TOWNS intend to establish a coordinated automated on-demand bike share system (the “Program”);

WHEREAS, the Towns have been awarded \$187,450 in grant funding (the “Grant”) to cover the costs of certain aspects of the Program located in the TOWNS; and

WHEREAS, the TOWNS have each have obtained authorization to enter into this Agreement pursuant to G.L. c. 40, §4A, by vote of their respective Select Boards.

NOW, THEREFORE, the TOWNS in consideration of the above, and the mutual benefits to be derived by the parties hereto, pursuant to the authority contained in M.G.L. Chapter 40, Section 4A, as amended, do hereby mutually agree as follows:

## **ARTICLE 1 - Scope of Services and Organization**

### **1.1 PROCUREMENT OF BIKE SHARE SYSTEM PROVIDER**

The TOWNS shall jointly secure a provider to supply a coordinated bike share system. To streamline the administration of the bike share system, one of the TOWNS shall be designated as the LEAD TOWN and shall execute a contract with the provider of the coordinated bike share system (“CONTRACT”). The LEAD TOWN shall be responsible for the management and oversight of the Program and how Grant funds are expended.

To select the provider of the bike share system, the LEAD TOWN shall issue a Request for Proposals in substantially the form attached hereto as Exhibit A.

### **1.2 CONTRACT EXECUTION**

Final approval of the CONTRACT with the selected bikeshare company is subject to the terms and conditions of Shared Streets and Spaces Bikeshare Equipment Grant Agreement (the “GRANT”) by and between the Town of Acton and the Massachusetts

Department of Transportation (“MassDOT”), Contract # 128606, with a Notice to Proceed with work issued on December 18, 2024, attached hereto as Exhibit B.

### **1.3 CONTRACT ADMINISTRATION**

Correspondence and documents related to the CONTRACT shall be directed to the LEAD TOWN at the address specified for the LEAD TOWN herein or by electronic mail to the designated representative of the LEAD TOWN specified in Section 1.4.

The LEAD TOWN shall process and disburse any payments with respect to the Program. The LEAD TOWN shall notify each participating TOWN when invoices are received and paid within seven (7) days of receiving an invoice or receipt of payment.

The LEAD TOWN may execute and deliver all documents as the LEAD TOWN may deem necessary or appropriate to arrange for or continue the provisions of the Program. For any contract requiring a municipal appropriation, final approval must be obtained from all TOWNS before the contract is executed.

### **1.4 DESIGNATION OF LEAD TOWN**

The TOWNS hereby designate ACTON to be the LEAD TOWN for purposes of this AGREEMENT. The designated representative for ACTON shall be:

Lauren West, Environmental Analyst  
Town of Acton, Town Hall  
472 Main Street  
Acton, MA 01720  
Telephone: (978) 929-6529  
Email: sustainability@acton-ma.gov

As long as ACTON remains the LEAD TOWN, all official reports, correspondence, invoices and other communications concerning the CONTRACT shall be directed to ACTON.

### **1.5 DESIGNATION OF REPRESENTATIVES**

Each of the TOWNS shall designate one “Representative” to serve as its principal point of contact with respect to the bike share system and to be responsible for the implementation of the terms of this AGREEMENT.

## **ARTICLE 2 - Financial Arrangements**

### **2.1 APPORTIONMENT OF COSTS AND BIKE SHARE LOCATIONS**

The Grant will fund seven Regional Bike Share stations for the Program in the following locations (GPS coordinates included):

1. Bruce Freeman Rail Trail, Acton – Brook Street: 42.493945, -71.418839;
2. Bruce Freeman Rail Trail – East Acton Village: 42.478099, -71.414140;
3. South Acton MBTA Station (adjacent to the Assabet River Rail Trail) - 42.460536, -71.457566;
4. Maynard Town Hall (adjacent to the Assabet River Rail Trail) – 42.430260, -71.461528;
5. Bruce Freeman Rail Trail – West Concord MBTA Station: 42.458555, -71.394066;
6. Concord Center: 42.460299, -71.350927;
7. Lincoln MBTA Station (160 Lincoln Road): 42.413566, -71.325414.

Each of the TOWNS may, at its sole discretion, elect to pay for additional Regional Bike Share stations within its borders as part of a later expansion of the Program under the terms of the CONTRACT.

Any costs that a TOWN may elect to incur outside of the scope of the CONTRACT in order to meet the TOWN's specific needs shall be borne solely by that TOWN. Administration and legal expenses that a TOWN may incur outside the scope of

the CONTRACT to meet the specific needs of the TOWN shall be borne solely by that TOWN.

## **2.2 REVENUE SHARING**

The TOWNS agree that any returns from ridership fees under the Program during the life of CONTRACT shall be divided between the TOWNS on a proportional basis depending on the number of Regional Bike Share stations in each TOWN in comparison to the total number of Regional Bike Share stations implemented pursuant to the CONTRACT.

## **2.3 INDEMNIFICATION**

Each TOWN shall be responsible for the Regional Bike Share stations within its borders. In the event that any claims, demands, suits or causes of action arise with respect to a bike share station, the TOWN in which said Regional Bike Share station is located shall be responsible and shall, to the extent allowed by law, indemnify, defend and hold the other TOWNS harmless from and against any and all such claims, demands, suits and/or causes of action, including reasonable attorney's fees. Each TOWN shall be liable for the acts and omissions of its own employees and not for the employees of any other TOWN in the performance of their obligations under this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258. By entering into this Agreement, no TOWN as party hereto has waived any governmental immunity or limitation of damages which may be afforded to it by operation of law.

### **ARTICLE 3 - Record Keeping, Financial Safeguards, and Reporting**

#### **3.1 ACCESS TO RECORDS**

The LEAD TOWN shall keep a written, permanent record of its actions with respect to the Program, and shall at all times keep full and accurate financial records which shall be open at appropriate times to inspection by the TOWNS and by auditors so designated by the Commonwealth.

### **3.2 ANNUAL REPORT**

Annually, the LEAD TOWN shall provide to the other TOWNS a progress report and a financial statement of the transactions that have occurred, including, but not limited to, any ridership statistics submitted by the automated on-demand bike share system provider, as well as copies of all invoices.

### **3.3 MAXIMUM FINANCIAL LIABILITY**

The maximum extent of each TOWN'S financial liability in connection with any and all contracts, grants, agreements, and/or services, as entered into by the TOWNS pursuant to this AGREEMENT, shall not exceed the amount validly appropriated by, or otherwise available to, each said TOWN for said purpose.

## **ARTICLE 4 - Term and Termination**

This AGREEMENT shall not take effect until it has been executed by duly authorized signatories of the four TOWNS.

### **4.1 TERM**

The term of this AGREEMENT shall be for a period until December 31<sup>st</sup>, 2027, unless sooner terminated or extended, as herein provided.

### **4.2 WITHDRAWAL**

Any TOWN may withdraw from this AGREEMENT upon sixty (60) days written notice to the remaining TOWNS and through no fault of the withdrawing party. Any

TOWN withdrawing from this AGREEMENT shall remain liable for all unmet monetary obligations incurred up to the date of withdrawal and specifically assignable to the withdrawing TOWN.

#### **4.3 SUSPENSION**

If any TOWN fails to fulfill any material obligation or condition of this AGREEMENT, the other TOWNS shall have the right to suspend the participation of the defaulting TOWN by giving sixty (60) days written notice of their intent to do so. Upon receipt of such notice, the TOWN shall have the right to prevent suspension by curing the default within thirty (30) days or within any additional time which may be granted upon written request to the other TOWNS, who shall approve such an extension to cure only with a unanimous vote of all other TOWNS.

If any administrative board, commission or division of the State or Federal government or any court materially impairs, alters, restricts or limits, directly or indirectly any TOWN's rights, powers or authority to perform under this AGREEMENT, and such governmental action was not the result of any omission or action by that TOWN, the TOWN may suspend its participation in this AGREEMENT by giving sixty (60) days written notice to the other TOWNS. The notice of suspension shall be given within five (5) business days after the TOWN receives written notice of the decision of such agency, board, commission, division or court. It is the intent of this notice provision to give the other TOWNS as much advance notice as possible.

### **ARTICLE 5 - Personnel and Equipment**

#### **5.1 EMPLOYEES:**

Each TOWN shall be liable for the acts and omissions of its own employees and

not for the employees of any other TOWNS in the performance of this AGREEMENT to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258.

Employees, servants, or agents of a TOWN while engaged in performing any service, activity, or undertaking under this Agreement shall be deemed to be engaged in the service and employment of that TOWN, notwithstanding the fact that such service, activity or undertaking is being performed in or for another governmental unit or units.

Employees, servants, or agents of any of the TOWNS shall not be deemed to be agents, servants or employees of any other TOWN for any purpose including but not limited to, either Workers' Compensation or unemployment insurance purposes.

## **5.2 EQUIPMENT**

The vehicles or equipment of a TOWN while engaged in performing any service, activity or undertaking under this Agreement shall be deemed to be engaged in the service and employment of that TOWN, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.

## **ARTICLE 6 - MISCELLANEOUS**

### **6.1 REMEDIES**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. In addition to the remedies, power and authority that each TOWN has at law or under its by-laws, all TOWNS reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein. The TOWNS shall also consider the use of alternative dispute resolution to address performance issues under this AGREEMENT.

### **6.2 IMMUNITY**

By entering into this AGREEMENT, the TOWNS are not waiving any governmental immunity or limitation of damages that may be extended to them by operation of law.

### **6.3 NO THIRD-PARTY BENEFICIARIES**

The TOWNS entering into this AGREEMENT are the sole and exclusive beneficiaries of the AGREEMENT, subject to the terms and limits of this AGREEMENT and of applicable State and Federal law.

### **6.4 SEVERABILITY**

If any provision of this AGREEMENT is determined by a court of competent jurisdiction to be unenforceable, the remainder of this AGREEMENT shall nonetheless remain in full force and effect, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable provision, which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the TOWNS.

### **6.5 ENTIRE AGREEMENT**

The terms, together with all the attachments referenced herein, constitute the entire Agreement and shall supersede all previous communications, representations, or agreements, either oral or written, between the TOWNS with respect to the subject matter.

### **6.6 AMENDMENT:**

This AGREEMENT may only be amended by a written document duly executed by all of the TOWNS.

### **6.7 ASSIGNMENT:**

This AGREEMENT shall not be assigned or transferred by any participating TOWN without the express written consent of the other TOWNS given with the same formalities as are required for the execution of this AGREEMENT.

### **6.8 NOTICE**

Any written notice required by this Agreement shall become effective (i) upon personal delivery thereof, including without limitation, by overnight mail or courier service, (ii) in the case of notice by United States mail, certified or registered, return receipt requested, upon receipt thereof; or (iii) in the case of notice by email, upon receipt thereof. Any written notice shall either be mailed certified mail, postage prepaid, or sent by overnight delivery service, email or by hand. Any written notice shall be directed to each TOWN's Representative at the most recent addresses listed for that Representative.

**SIGNATORIES:**

The responsibilities taken on by ACTON as the initial LEAD TOWN, or by any other subsequent LEAD TOWN so designated under this AGREEMENT, are voluntary and for advancement of the common goals of the Program. In no way does this AGREEMENT relieve any of the participating TOWNS from their individual and joint legal obligations under Massachusetts General Laws or other laws or regulations as may be applicable.

IN WITNESS WHEREOF, the TOWNS have caused this instrument to be executed on their behalf by their respective representative officers thereto duly authorized as of the day and year first written above.

**TOWN OF ACTON**

By its Select Board:

DATE:

\_\_\_\_\_  
Francesca Arsenault, Chair

\_\_\_\_\_  
Dean A. Charter, Vice Chair

\_\_\_\_\_  
Alissa Nicol

\_\_\_\_\_  
David D. Martin

\_\_\_\_\_  
Jim Snyder-Grant

Or

By its Town Manager:

DATE:

\_\_\_\_\_  
John Mangiaratti

\_\_\_\_\_  
WITNESS

**TOWN OF CONCORD**

By its Select Board:

DATE:

\_\_\_\_\_  
Mary Hartman, Chair

\_\_\_\_\_  
Mark Howell

\_\_\_\_\_  
Terri Ackerman

\_\_\_\_\_  
Cameron McKennitt

\_\_\_\_\_  
Wendy Rovelli

Or

By its Town Manager:

DATE:

\_\_\_\_\_  
Kerry A. Lafleur

\_\_\_\_\_  
WITNESS

**TOWN OF LINCOLN**

By its Select Board:

DATE:

\_\_\_\_\_  
Kim Bodnar, Chair

\_\_\_\_\_  
Jennifer Glass

\_\_\_\_\_  
Jim Hutchinson

Or

By its Town Administrator:

DATE:

\_\_\_\_\_  
Timothy S. Higgins

\_\_\_\_\_  
WITNESS

**TOWN OF MAYNARD**

By its Select Board:

DATE:

\_\_\_\_\_  
Jeffrey Swanberg, Chair

\_\_\_\_\_  
Mike Stevens

\_\_\_\_\_  
Chris DiSilva

\_\_\_\_\_  
David Gavin

\_\_\_\_\_  
Lindsay McConchie

Or

By its Town Administrator:

DATE:

\_\_\_\_\_  
Gregory Johnson

\_\_\_\_\_  
WITNESS

## **EXHIBIT A**

1. Request for Proposals: Automated On Demand Bicycle Sharing System [Acton, Concord, Lincoln and Maynard]

## **EXHIBIT B**

1. Notice to Proceed from the Massachusetts Department of Transportation

## **EXHIBIT A**

1. Request for Proposals: Automated On Demand Bicycle Sharing System [Acton, Concord, Lincoln and Maynard]



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**8**

---

## **Discuss Concord250 Executive Committee Update on Transportation**

**Requested by: SB Chair**

**Action Sought: None**

### **Proposed Motion(s)**

Motion: None anticipated

### **Additional Information**

### **Board Action**

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



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**9**

---

## **Discuss and Approve Amendments of the Select Board Alcohol Rules & Regulations**

**Requested by: SB Chair**

**Action Sought: Approve**

### **Proposed Motion(s)**

Motion: Move to Approve Amendments of the Select Board Alcohol Rules & Regulations

### **Additional Information**

### **Board Action**

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



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

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: March 17, 2025

Re: Proposed Amendments to the Select Board's Alcohol Rules and Regulations

---

Included in your meeting packet is an amended version of the Select Board's Alcohol Rules and Regulations for consideration, along with the current version from 2009. The effort to amend the Rules and Regulations works toward Select Board Goal I: Effective and Transparent Governance – Improve Select Board Processes.

The proposed amendments are both substantive and administrative (e.g., Board of Selectmen changed to Select Board), with amendments proposed by myself, Chris Carmody as Risk and Compliance Manager, Lieutenant Tim Landers as representative of the Police Department, and with a final review and proposed amendments made by Town Counsel. Town Counsel reported that many of their amendments made are consistent with best practices in other communities.

Some of the substantive changes that I would like to highlight are:

- I. New Sections
  - Section II. Grant of Licenses limited
  - Section III. Application for Licenses
  
- II. Re-Worked Sections
  - Section IV. General Provisions for Holders of Alcoholic Beverages Licenses
    - o **For consideration** – Hours of Service
      - Currently, the Select Board votes on the hours of service on an individual basis. This was something that Town Counsel suggested from best practices.
  - Section V. Violations
  - VI. Miscellaneous Provisions:
    - o Amendments to License to Add Outdoor Alcoholic Beverage Table Service to the Licensed Premise – new procedures from the ABCC as of April 30, 2024

Please reach out with any questions that you may have.



Adopted: May 26, 1987  
Amended: May 10, 1993  
Amended: May 15, 2006  
Amended: October 6, 2008  
Amended: January 5, 2009  
Amended: XXXXX, 2025

## **TOWN OF CONCORD SELECT BOARD ALCOHOLIC BEVERAGES REGULATIONS**

### **I. Purpose**

The Select Board (“the “Board”) is authorized by M.G.L. c. 138, §§ 1, et seq., to issue and to regulate Alcoholic Beverage Licenses (“License”). These regulations are the guiding principles by which the Board will review and decide matters concerning filing, issuance, renewal, modification, and enforcement of Licenses for all premises subject to a License (“Licensed Premises”).

In granting, issuing, renewing, modifying, or enforcing Licenses, the Board may, at its discretion, attach to Licenses conditions or restrictions that it determines to be in the public interest. These conditions or restrictions include, but are not limited to, hours of operation, seating capacity, or floor areas for sales or service. All License holders must comply with all applicable State and local laws, including but not limited to M.G.L. c 138 and c. 140, the State Building Code, the State Sanitary Code, the Alcoholic Beverage Control Commission (ABCC) Regulations, the Concord Town Bylaws, and any other applicable rules or regulations of the Town of Concord.

**Failure to comply with federal, state, or local laws, regulations, rules, or conditions may result in the suspension, revocation, or denial of a renewal of a License. Certain violations may also result in civil or criminal liability.**

### **II. Grant of Licenses Limited**

Only establishments providing food service are eligible to receive alcoholic beverages licenses. “Food service” is defined as the service of any food, including appetizers, desserts and snacks.

### **III. Applications for Licenses.**

All applications for new Licenses shall adhere to the provisions of M.G.L. c. 138, § 15A. Application packages must comply with the following.

- A. Applications for New or Transferred Licenses. All applicants for a new or transferred License must submit:
- i. The applicant’s Alcoholic Beverages Control Commission (“ABCC”) application package;
  - ii. A floor plan of the building on which is clearly marked and designated the location of proposed service bars and the dining rooms, function rooms, restrooms, or other rooms;
  - iii. If the applicant is a corporation, the application shall also:

Adopted: May 26, 1987  
Amended: May 10, 1993  
Amended: May 15, 2006  
Amended: October 6, 2008  
Amended: January 5, 2009  
Amended: XXXXX, 2025

- a. Include the full names and home addresses of the president, treasurer, clerk and secretary, directors and manager or other principal representative of the corporation;
  - b. Be signed by a corporate officer duly authorized by a vote of the corporation's board of directors or other similar board, with a copy of such vote certified by the clerk or secretary of the corporation, together with a copy of the certificate of its organization, submitted with the application;
  - c. Include a copy of the vote appointing the corporation's manager or other principal representative shall also be submitted with the application.
- iv. The \$200 application fee;
  - v. Current certificate of alcohol awareness training for premises manager; and
  - vi. Any additional information specific to the applicant, as requested by the Board.

**B. Application for Renewal.** All applicants for a renewed License must submit:

- i. The applicant's ABCC Renewal Application Form;
- ii. Whether the ownership of the Licensed Premises has changed since the last action taken on the License;
- iii. If the applicant is a corporation, the application for renewal shall also:
  - a. Include the full names and home addresses of the president, treasurer, clerk and secretary, directors and manager or other principal representative of the corporation;
  - b. Be signed by a corporate officer duly authorized by a vote of the corporation's board of directors or other similar board, with a copy of such vote certified by the clerk or secretary of the corporation, together with a copy of the certificate of its organization, submitted with the application;
  - c. Include a copy of the vote appointing the corporation's manager or other principal representative shall also be submitted with the application
- iv. Proof of insurance;
- v. Current certificate of alcohol awareness training for premises manager;
- vi. A list of any violations these Regulations within the last three (3) years;
- vii. The \$100 application fee;
- viii. Thirty days prior to the submission deadline for annual liquor license renewals, the Police Department will submit a written report to the Licensing Agent documenting any and all violations that occurred in the calendar year; and
- ix. Any additional information specific to the applicant, as requested by the Board.

**IV. General Provisions for Holders of Alcoholic Beverages Licenses**

- A. **OPTION 1: Hours of Service.** Unless the Board conditions a License on a further reduction of hours, the hours for service alcoholic beverages shall be as follows:

Adopted: May 26, 1987  
Amended: May 10, 1993  
Amended: May 15, 2006  
Amended: October 6, 2008  
Amended: January 5, 2009  
Amended: XXXXX, 2025

- i. Monday – Saturday (inclusive): 11:00 a.m. to 12:00 a.m.
- ii. Holiday hours will be determined by the Board. Clubs may serve alcoholic beverages past 12:00 midnight on New Year's Eve until 1:00 a.m. on January 1, subject to a written request to and the prior approval in writing from the Town Manager, at the Town Manager's discretion.

**OPTION 2: Hours of Service.** The Board votes on hours of service on an individual basis for businesses at the time the original application is heard. Any changes to hours of service must be made through a formal Amendment Application (Change of Hours) to be heard by the Board and submitted to the ABCC for approval. Extensions of hours for special events may be granted by the Board subject to a written request and approval by the Board.

- B. Supervision – Presence. At all times during the service of alcoholic beverages on the Licensed Premises, the individual with management authority or control over the Licensed Premises must be willing and able to exert the control necessary to maintain the Licensed Premises in a safe, sanitary, and orderly manner. Such individual shall not consume alcoholic beverages on the Licensed Premises outside of the Licensed Premises' hours of operation for that day.
- C. Clubs. Under M.G.L. c. 138 §12, a License may be issued to a "Club," which means a nonprofit corporation or association, for sales of alcoholic beverages to Club members only and to the guests of the members. All other rules and regulations regarding sales and serving are in effect.
  - i. Alcoholic beverages may be sold to club members and guests introduced by members, but to no others.
  - ii. No manager, employee, owner, board member, Club member or guests of Club members shall consume alcoholic beverages in or upon the Licensed Premises before the opening hour or after the closing hour stated on the License.
  - iii. A current list of members, associate members and guests shall at all times be available to the Board or to the Town Manager, or to both.
- C. Managers. Each establishment to which a License granted is prohibited from operating without a Manager of Record on the premises during all hours of alcoholic beverage service.
  - i. The Manager of Record must be approved by the Board prior to that person assuming the duties of Manager of Record or Alternate Manager of Record. The Manager of Record must be engaged in the actual management of the Licensed Premises as their main occupation and must be present on the Licensed Premises for not less than thirty (30) hours per week during the hours when Alcoholic Beverages are sold. In the event

Adopted: May 26, 1987  
Amended: May 10, 1993  
Amended: May 15, 2006  
Amended: October 6, 2008  
Amended: January 5, 2009  
Amended: XXXXX, 2025

- that the Manager of Record is not present, an individual previously approved by the Board as Alternate Manager of Record, must be present on the Licensed Premises during hours when Alcoholic Beverages are sold or served.
- ii. No corporation, organized under the laws of the commonwealth or any other state or foreign country, shall be issued a license to sell in any manner any alcoholic beverages unless such corporation shall have first appointed, by vote of its Board of Directors or other similar board, as manager or other principal representative, a citizen of the United States, and shall have vested in him by properly authorized and executed written delegation full authority and control of the premises described in the license of such corporation and of the conduct of all business therein relative to alcoholic beverages nor unless such manager or representative is, with respect to his character, satisfactory to the licensing authorities.
  - iii. The Alternate Manager of Record, a person qualified, authorized and satisfactory to the Board and whose authority to act in place of the Manager of Record shall first have been certified to the Board, must be present on the licensed premises and available to the licensing authorities and inspectors during all hours when alcoholic beverages are sold and the Manager of Record is not present.
  - iv. In the event of the removal, resignation or other departure of any Manager of Record or Alternate Manager of Record, notification must be made to the Board immediately. No person shall be authorized to serve as a replacement Manager of Record or Alternative Manager of Record unless appointed by the Board in accordance herewith.
  - v. The full name, residential address, business and telephone numbers of said Manager of Record and Alternate Manager of Record must be on file in the Select Board's Office and will be forwarded to the Police Department. Failure to have such information on file and current or the failure of the Manager of Record or Alternate Manager of Record to be on the premises while alcoholic beverages are offered for sale shall alone be cause for revocation or suspension of such license.
  - vi. The Manager of Record and all Alternate Managers of the facility must provide the Board with proof of current alcohol sales or service training (TIPS or equivalent training) upon the date of their appointment and at each annual renewal. All other employees who serve or sell alcohol must complete similar training within 45 days of hire and maintain their certification during their employment by the licensed establishment. In unusual circumstances, licensees may petition the Board in writing for an extension of time, not to exceed 30 calendar days, in order to comply with this section. Such an extension of time will only be granted if the Board is convinced that a good faith effort has been made to comply.

D. Manager's Duties. The Manager of Record shall ensure compliance with the following:

- i. Anyone selling or serving alcoholic beverages must be at least 18 years of age.

Adopted: May 26, 1987  
Amended: May 10, 1993  
Amended: May 15, 2006  
Amended: October 6, 2008  
Amended: January 5, 2009  
Amended: XXXXX, 2025

- ii. All Licensed establishments are required to have an alcohol serving policy on file with the Select Board's Office and the Concord Police Department. All employees who serve or sell alcoholic beverages must be familiar with the policy and responsible for its implementation.
- iii. All Licensed establishments are required to have an alcohol serving policy on file with the Select Board's Office and the Concord Police Department. All employees who serve or sell alcoholic beverages must be familiar with the policy and responsible for its implementation.
- iv. No manager, employee, owner, board member or club member shall consume alcoholic beverages in or upon the Licensed Premises before the opening hour or after the closing hour stated on the License
- v. Closing Hour
  - a. All bottles and glasses containing alcoholic beverages must be removed from tables and bars within 15 minutes after legal closing.
  - b. Premises must be cleared of all patrons and all employees other than managerial and cleaning employees not later than 30 minutes after legal closing time.
  - c. All outside signs or lights of the Licensed Premises must be extinguished.
- vi. Upon discovery of any unlawful, dangerous, disruptive, indecent, or immoral behavior, incident, trespass, accident, or other occurrence, the Manager of Record or Alternate Manager of Record must immediately call the Concord Police Department. After any occurrence for which a police report is made or for which the Concord Police Department takes any statements, the Manager of Record shall, within forty-eight hours, provide a written report to the Board. The report shall include:
  - a. Parties involved, by names;
  - b. Time of occurrence and date;
  - c. Action taken or to be taken by Manager of Record and time and date upon which action was taken;
  - d. Description of the circumstances – including damages and whether there were any apparent injuries; and
  - e. Employees present at the time of the incident.
- vii. The Manager of Record, Alternate Manager of Record, and all servers of alcoholic beverages shall make an effort to prevent a member or guest from operating a motor vehicle if said member or guest appears to be "under the influence" of alcohol.

## **V. Violations of Regulations or Concord Bylaws**

- A. Violations. License holders will be in violation of these regulations for conduct including, but not limited to:
  - i. Sale or delivery to an underage person;
  - ii. Sale or delivery to intoxicated persons;
  - iii. Sales or serving before or after hours stated on the License;

Adopted: May 26, 1987  
Amended: May 10, 1993  
Amended: May 15, 2006  
Amended: October 6, 2008  
Amended: January 5, 2009  
Amended: XXXXX, 2025

- iv. Use of narcotics on the Licensed premises;
- v. Unlicensed gambling/gaming, and failure to meet any of the terms of the regulations of the Board; or
- vi. Oral or written misrepresentation of fact made by an applicant, prospective license transferee, Manager of Record or Alternate Manager of Record in any application, report, or similar communication to the Board.

B. Procedure after Violations.

- i. Upon an observed or written report, complaint, or allegation of a violation, the Board shall designate one individual to conduct a preliminary investigation. The preliminary investigation shall take no more than thirty (30) days, and the designated investigator shall have the right to inspect the premises as reasonably necessary given the violation being investigated.
- ii. At the end of the investigation, the Board's designee shall provide to the Board a report with all facts, evidence, and other documentation obtained during the investigation.
- iii. The Board shall hold a hearing concerning the violation at the next regular meeting of the Board, unless the next regular meeting of the Board does not allow for proper notice thereof as to the hearing, in which case the hearing will occur at the following regular meeting of the Board. The License holder shall attend the hearing, and the Board shall open the hearing by either:
  - a. Notifying the License holder that the Board has not found a violation, including the reasons for this conclusion, and that the matter shall be closed, with written notice provided within fourteen (14) days of the hearing; or
  - b. Notifying the License Holder that the Board's preliminary determination is of a violation, and provide the License holder or an opportunity to be heard as to the violation. The License Holder may present evidence and testimony.
- iv. At the conclusion of a hearing under Section 5(B)(iii)(b), the Board shall vote to determine whether a violation has been found. If a violation is found, the Board shall notify the License holder in writing within fourteen (14) days, and of what enforcement action will be taken. The notice of violation must also inform the License holder of their right to appeal the Board's decision with the ABCC within five (5) days of the notice of violation.
- v. Within thirty (30) days of notice of a violation, the License holder shall provide to the Board, in writing, steps taken or to be taken to address the violation. This information shall be placed in the License holder's file with the Board and may be considered as part of the Board's review of an application for renewal of a License.

C. Enforcement. The Board may issue the following penalties:

Adopted: May 26, 1987  
Amended: May 10, 1993  
Amended: May 15, 2006  
Amended: October 6, 2008  
Amended: January 5, 2009  
Amended: XXXXX, 2025

- i. First offense: Written warning issued to the License holder, with a copy in the License holder's file with the Board.
- ii. Second offense within 12 months: A separate hearing before the Board to determine enforcement actions including, but not limited to, suspension or revocation of the License. The Board reserves the right to impose more significant consequences, for which the Board shall provide additional justification if applicable.
- iii. Third and subsequent offenses: Civil fines in the amounts permitted by applicable law.

D. Response to District Attorney Notification. The Board and each Licensed Premises shall adhere to the following process in the event that the Board receive notice from the District Attorney of a conviction in District Court for operating a motor vehicle under the influence of intoxicating liquor in which the convicted party alleges to have been served an alcoholic beverage at a Licensed Premises:

- i. First reported instance – The Board shall provide the Manager of Record of the Licensed Premises with a cautionary letter advising of the report. Further, upon the determination of the Board and based upon the results of further police investigation, the Manager of Record of the Licensed Premises, the Town Manager, the Police Chief and a member of the Board may meet in private to confirm the adequacy of the Licensed Premises policy and procedures in serving patrons.
- ii. Second and subsequent reported instances within twelve consecutive months – The Manager of Record of the Licensed Premises shall be called before a full meeting of the Board for a review of the Licensed Premises procedures and to consider an appropriate response of the Board based upon the information that is subsequently gathered.

## VI. **Miscellaneous Provisions**

- A. Right to Inspect. The Concord Police, the Board, or the Board's duly authorized agents have the right to inspect any Licensed Premises at any time.
- B. Display of License. The alcoholic beverage license must be prominently displayed and available for public viewing inside the premises.
- C. Prohibition Against Brown Bagging. Brown bagging (i.e., consumption of alcoholic beverages brought into a business establishment by a customer or other person) is prohibited in the Town of Concord. No commercial establishment in the Town of Concord shall serve or permit the consumption of an alcoholic beverage upon its premises without an Alcoholic Beverage License. No patron shall be permitted to bring into or onto the premises of a commercial establishment any alcoholic beverage for consumption on the premises.

Adopted: May 26, 1987  
Amended: May 10, 1993  
Amended: May 15, 2006  
Amended: October 6, 2008  
Amended: January 5, 2009  
Amended: XXXXX, 2025

- D. Prohibition of Service or Consumption of Alcoholic Beverages Outside of Licensed Premises. No licensee may permit the serving or consumption of an alcoholic beverage outside of the Licensed Premises designated in the license. In particular, but without limitation, alcoholic beverages may not be served or consumed on a patio, sidewalk, outdoor garden or similar area adjoining the Licensed Premises unless such area has been specifically provided for in the License.
- E. Amendments to License to Add Outdoor Alcoholic Beverage Table Service to the Licensed Premises. If a License holder wishes to amend the Licensed Premises designated in the license to include outdoor alcoholic table service, licensees should file an application for renewal with the Board. The Board shall then provide the ABCC notice of any amended License and can do so by submitting an updated Licensing Authority Certification form describing the newly approved Licensed Premises. The amendment does not require ABCC approval (as of April 30, 2024).
- F. Severability. With respect to the constitutionality of the Regulations or where a conflict may exist with any other law or regulation, each and every provision of these Regulations is declared to be separable and independently enforceable.

**TOWN OF CONCORD  
BOARD OF SELECTMEN  
ALCOHOLIC BEVERAGES RULES & REGULATIONS**

As the duly constituted Local Licensing Authority, the Board of Selectmen is authorized by Statute to issue and to regulate Alcoholic Beverage Licenses. These regulations are the guiding principles by which the Selectmen will review and decide matters concerning filing, issuance, renewal, modification, and compliance with licensing matters.

The Selectmen may adopt further rules and regulations and all such changes shall apply to existing License holders from the date of the adoption. The Selectmen may attach such conditions and restrictions to each such license as it deems to be in the public interest. (i.e., hours, seating capacity, floor areas for sales or service) All Alcoholic Beverage Licenses are conditioned on compliance with all applicable State and local laws, including but not limited to MGL Chapters 138 and 140, the State Building Code, the Alcoholic Beverage Control Commission Regulations and Concord's bylaws and regulations.

**FAILURE TO FOLLOW THESE REGULATIONS MAY RESULT IN THE LOSS OF YOUR LICENSE.**

**A. PERTAINING TO THE HOLDERS OF ALCOHOLIC BEVERAGES LICENSES**

**1. Duties of Management**

- The Manager of Record must be approved by the Selectmen prior to that person assuming the duties of Manager of Record or Alternate Manager of Record. The Manager of Record must be engaged in the actual management of the Licensed Premises as his or her main occupation and must be present on the Licensed Premises for not less than thirty (30) hours per week during the hours when Alcoholic Beverages are sold. In the event that the Manager of Record is not present, an individual previously approved by the Selectmen as Alternate Manager of Record, **must** be present on the Licensed Premises during hours when Alcoholic Beverages are sold or served.
- Alternate Manager of Record. The Alternate Manager of Record, a person qualified, authorized and satisfactory to the Selectmen and whose authority to act in place of the Manager of Record shall first have been certified to the Selectmen, must be present on the licensed premises and available to the licensing authorities and inspectors during all hours when alcoholic beverages are sold and the Manager of Record is not present.
- Change of Manager of Record. In the event of the removal, resignation or other departure of any Manager of Record or Alternate Manager of Record, notification must be made to the Selectmen immediately. No person shall be authorized to serve as a replacement Manager of Record or Alternative Manager of Record unless appointed by the Selectmen in accordance herewith.
- Current Identification Information. The full name, residential address, business and home telephone numbers of said Manager of Record and Alternate Manager of Record must be on file in the Selectmen's Office and will be forwarded to the Police Department. Failure to have such information on file and current or the failure of the Manager of Record or Alternate Manager of Record to be on the premises while alcoholic beverages are offered for sale shall alone be cause for revocation or suspension of such license.
- Alcohol Sales or Serving Training. The Manager of Record and all Alternate Managers of the facility must provide the Selectmen with proof of current alcohol sales or service training (TIPS or equivalent training) upon the date of his or her appointment

and at each annual renewal. All other employees who serve or sell alcohol must complete similar training within 45 days of hire and maintain their certification during their employment by the licensed establishment. In unusual circumstances, licensees may petition the Board of Selectmen in writing for an extension of time, not to exceed 30 calendar days, in order to comply with this section. Such an extension of time will only be granted if the Board is convinced that a good faith effort has been made to comply.

- Legal age to sell or serve. Anyone selling or serving alcoholic beverages must be at least 18 years of age.
- Serving Policy. All Licensed establishments are required to have an alcohol serving policy on file with the Selectmen and the Concord Police Department. All employees who serve or sell alcoholic beverages must be familiar with the policy and responsible for its implementation.

2. Supervision –Presence

Neither the Licensed Premises nor the sale or serving of Alcoholic Beverages may be under the management or control of any person, who, in the judgment and discretion of the Selectmen, is unable or unwilling to exert the control necessary to maintain the Licensed Premises in a safe, sanitary and orderly manner.

No manager, employee, owner, board member or club member shall consume alcoholic beverages in or upon the Licensed Premises before the opening hour or after the closing hour stated on the License.

3. Duties at “Closing Hour”

It is the responsibility of the Manager of Record or Alternate Manager of Record in charge of the Licensed Premises to insure that they comply with the following “Closing Hour” requirements applicable to all establishments.

(a) All bottles and glasses containing alcoholic beverages must be removed from tables and bars within 15 minutes after legal closing.

(b) Premises must be cleared of all patrons and all employees other than managerial and cleaning employees not later than 30 minutes after legal closing time.

(c) All outside signs or lights of the Licensed Premises must be extinguished.

4. Duty to Summon Police

Upon the occurrence of a disturbance, Concord Police must be called to the Licensed Premises by the Manager of Record or Alternate Manager of Record in charge of the Licensed Premises.

5. Duty to File Report

In all instances where the police are called to the Licensed Premises regardless of the extent, severity or nature of any incident involving people in or upon the Licensed Premises, the Manager of Record or Alternate Manager of Record must submit to the Selectmen within twenty-four (24) hours of such occurrence, a complete and accurate written report of the incident. Said report will advise the Selectmen of all pertinent facts including, but not limited to:

(a) Parties involved, by names;

(b) Time of occurrence and date;

(c) Action taken by Manager and time and date upon which action was taken;

(d) Description of the circumstances – including damages and whether there were any apparent injuries; and

(e) Name of Manager or other person in charge of the Licensed Premises as well as any other employees present at the time of the incident

## 6. Violations

Violations may include, but not be limited to, sale or delivery to an underage person, sale or delivery to intoxicated persons, sales or serving before or after hours stated on the License, use of narcotics on the Licensed premises, gambling/gaming, and failure to meet any of the terms of the regulations of the Selectmen.

- The following course of action will be taken upon violations occurring within three years: 1<sup>st</sup> offense –written warning placed in the Licensing file and required training for personnel involved; 2<sup>nd</sup> offense –hearing before the Selectmen to determine action up to and including suspension and revocation of license. Extenuating circumstances may necessitate more serious consequences on any violations.
- The Selectmen will review alleged violations of rules and regulations to determine whether a Hearing is necessary. It is anticipated that in most cases, a Hearing will be held to determine what, if any, action should be taken.
- All violations and complaints received about Licensed establishments shall be in writing and placed in the file of the Licensee.
- At the time of License renewal and/or changes to the License, Licensee shall provide full information to the Selectmen concerning any violations of and complaints concerning alcoholic beverage rules and regulations in the last three years. The Selectmen may use such information as a basis for action on the License Renewal or change.
- Upon notice of violations or complaints from the Selectmen or otherwise, the License holder shall provide to the Selectmen evidence of steps taken to address the violation or of mitigating circumstances. Information provided to the Selectmen shall be placed in the Licensee's file and may be considered as a basis for action on a License Renewal or change.
- Any oral or written misrepresentation of fact made by an applicant, prospective license transferee, Manager of Record or Alternate Manager of Record in any application, report, or similar communication to the Selectmen is a violation and may result in the modification, suspension, revocation or cancellation of the License.
- The License holder has the right to appeal any decision of the Selectmen within five days of the decision to the Alcoholic Beverage Control Commission.

## 6A Response to District Attorney Notification

The Selectmen and each Licensed Premises shall adhere to the following process in the event that the Board of Selectmen receive notice from the District Attorney of a conviction in District Court for operating a motor vehicle under the influence of intoxicating liquor in which the convicted party alleges to have been served an alcoholic beverage at a Licensed Premises:

1<sup>st</sup> reported instance – The Selectmen shall provide the Manager of Record of the Licensed Premises with a cautionary letter advising of the report. Further, upon the determination of the Selectmen and based upon the results of further police investigation, the Manager of Record of the Licensed Premises, the Town Manager, the Police Chief and a member of the Selectmen may meet in private to confirm the adequacy of the Licensed Premises policy and procedures in serving patrons.

2<sup>nd</sup> and subsequent reported instances within twelve consecutive months – The Manager of Record of the Licensed Premises shall be called before a full Meeting of the Selectmen for a review of the Licensed Premises procedures and to consider an appropri-

ate response of the Selectmen based upon the information that is subsequently gathered.

7. Penalties

Failure to comply with any of the Regulations or any changes, additions or modifications thereto imposed by the Selectmen, the Alcoholic Beverages Control Commission, or any law of the Commonwealth, may result in the modification, suspension, revocation or cancellation of the license.

B. GENERAL PROVISIONS

1. Right to Inspect

The Concord Police, the Selectmen, or their duly authorized agents have the right to inspect any Licensed Premises at any time.

2. Prohibition Against "Brown Bagging"

Brown bagging (i.e., consumption of alcoholic beverages brought into a business establishment by a customer or other person) is prohibited in the Town of Concord.

No commercial establishment in the Town of Concord shall serve or permit the consumption of an alcoholic beverage upon its premises without an Alcoholic Beverage License.

No patron shall be permitted to bring into or onto the premises of a commercial establishment any alcoholic beverage for consumption on the premises.

3. Prohibition of Service or Consumption of Alcoholic Beverages Outside of Room or Areas Designated by Licensee

No licensee may permit the serving or consumption of an alcoholic beverage outside of the area of the Licensed Premises designated in the license. In particular, but without limitation, alcoholic beverages may not be served or consumed on a patio, sidewalk, outdoor garden or similar area adjoining the Licensed Premises unless such area has been specifically provided for in the License.

4. Club License

Under MGL C. 138 §12 A "club" license may be issued to a nonprofit corporation or association for sales of alcoholic beverages to members only and, subject to regulations by Selectmen, to the guests of the members. All other rules and regulations regarding sales and serving are in effect.

Alcoholic beverages may be sold to club members and guests introduced by members, but to no others.

No manager, employee, owner, board member, club member or guests of club members shall consume alcoholic beverages in or upon the Licensed Premises before the opening hour or after the closing hour stated on the License.

5. Severability

With respect to the constitutionality of the Regulations or where a conflict may exist with any other law or regulation, each and every provision of these Regulations is declared to be separable and independently enforceable.

Adopted May 26, 1987

Amended May 10, 1993

Amended May 15, 2006

Amended: October 6, 2008

Amended January 5, 2009



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**10**

---

## **Review Draft of Select Board response to Personnel Board Charge**

**Requested by: SB Chair**

**Action Sought: None**

### **Proposed Motion(s)**

Motion: None anticipated

### **Additional Information**

### **Board Action**

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

## **DRAFT**

### **Personnel Board Charge**

#### **BACKGROUND:**

The Concord Personnel Board was established by Town Bylaw in 1921 and reaffirmed in the Concord Town Charter approved in May 1952. The latest revision of the Personnel Bylaw was approved at Town Meeting on April 29, 2024. The Select Board is responsible for the appointment of the Concord Personnel Board with the number of members, the number of terms and their lengths, as stipulated in the Personnel Bylaw.

#### **BOARD RESPONSIBILITIES:**

The Personnel Board has responsibility for the administration of Concord's Personnel Bylaw in addition to supporting the Bylaw's intention of maintaining an equitable and efficient system of personnel administration. By approval of the April 29, 2024, Personnel Bylaw, and to ensure that covered employees have the necessary understanding of non-wage benefits, the Personnel Board has both administrative as well as oversight responsibilities for the Employee Handbook. The Personnel Board has both advisory and administrative responsibilities; by supporting the Town Manager in maintaining an efficient system of personnel administration for Town employees; by recommending programs and practices to ensure the Town's workforce is diverse, equitably treated, and inclusive of others; and by providing administrative oversight as specified in the Personnel Bylaw and the Employee Handbook.

#### **GOVERNING DOCUMENTS:**

- 1921 Town Bylaw
- May 1952 Concord Town Charter
- April 29, 2024 Personnel Bylaw
- 2024 Personnel Board Charge
- 2024 Employee Handbook

#### **PERSONNEL BOARD GOALS AND INITIATIVES:**

- Strategize and advise on the implementation of the performance and appraisal system
- Monitor overall class and compensation system equity and plan implementation
- Review and assess tracking of employee morale over time
- Assess and support strategic recruitment and retention

#### **PERSONNEL BOARD COORDINATION AND REPORTING:**

The Select Board recognizes the important role of the Personnel Board in the effective management and oversight of personnel management matters for the Town of Concord. Governance in this area of municipal administration benefits from the input and focus of a skilled and engaged Personnel Board

which can advise the Town Manager and Select Board. The Select Board wishes to support and benefit from this strategy.

The Select Board requests that the Personnel Board engage in setting and tracking goals for personnel management in collaboration with the Town Manager and Select Board and report on these areas annually in June or earlier. The report may include any information that the Personnel Board considers relevant to Personnel Management for Concord.

The Select Board is particularly interested in:

- The status of retention in recruiting
- Tracking Employee satisfaction in morale
- Progress on initiatives related to workforce administration, management, and training

(For Select Board Review: March 17, 2025)

DRAFT

## DRAFT

### Personnel Board Charge

#### BACKGROUND:

The Concord Personnel Board was established by Town Bylaw in 1921 and reaffirmed in the Concord Town Charter approved in May 1952. The latest revision of the Personnel Bylaw was approved at Town Meeting on April 29, 2024. The Select Board is responsible for the appointment of the Concord Personnel Board with the number of members, the number of terms and their lengths, as stipulated in the Personnel Bylaw.

#### BOARD RESPONSIBILITIES:

The Personnel Board has responsibility for the administration of Concord's Personnel Bylaw in addition to supporting the Bylaw's intention of maintaining an equitable and efficient system of personnel administration. By approval of the April 29, 2024, Personnel Bylaw, and to ensure that covered employees have the necessary understanding of non-wage benefits, the Personnel Board has both administrative as well as oversight responsibilities for the Employee Handbook. The Personnel Board has both advisory and administrative responsibilities; by supporting the Town Manager in maintaining an efficient system of personnel administration for Town employees; by recommending programs and practices to ensure the Town's workforce is diverse, equitably treated, and inclusive of others; and by providing administrative oversight as specified in the Personnel Bylaw and the Employee Handbook.

#### GOVERNING DOCUMENTS:

- 1921 Town Bylaw
- May 1952 Concord Town Charter
- April 29, 2024 Personnel Bylaw
- 2024 Personnel Board Charge
- 2024 Employee Handbook

#### PERSONNEL BOARD GOALS AND INITIATIVES:

- Strategize and advise on the implementation of the performance and appraisal system
- Monitor overall class and compensation system equity and plan implementation
- Review and assess tracking of employee morale over time
- Assess and support strategic recruitment and retention

#### PERSONNEL BOARD COORDINATION AND REPORTING:

The Select Board recognizes the important role of the Personnel Board in the effective management and oversight of personnel management matters for the Town of Concord. Governance in this area of municipal administration benefits from the input and focus of a skilled and engaged Personnel Board

which can advise the Town Manager and Select Board. The Select Board wishes to support and benefit from this strategy.

The Select Board requests that the Personnel Board engage in setting and tracking goals for personnel management in collaboration with the Town Manager and Select Board and report on these areas annually in June or earlier. The report may include any information that the Personnel Board considers relevant to Personnel Management for Concord.

The Select Board is particularly interested in:

- The status of retention in recruiting
- Tracking Employee satisfaction in morale
- Progress on initiatives related to workforce administration, management, and training

(For Select Board Review: March 17, 2025)

## DRAFT

### Personnel Board Charge

#### BACKGROUND:

The Concord Personnel Board was established by Town Bylaw in 1921 and reaffirmed in the Concord Town Charter approved in May 1952. The latest revision of the Personnel Bylaw was approved at Town Meeting on April 29, 2024. The Select Board is responsible for the appointment of the Concord Personnel Board with the number of members, the number of terms and ~~their~~term lengths, as stipulated in the Personnel Bylaw.

#### BOARD RESPONSIBILITIES:

The Personnel Board has responsibility for the administration of Concord's Personnel Bylaw in addition to supporting the Bylaw's intention of maintaining an equitable and efficient system of personnel administration. By approval of the April 29, 2024, Personnel Bylaw, and to ensure that covered employees have the necessary understanding of non-wage benefits, the Personnel Board has ~~both~~ administrative ~~and~~ as well as oversight responsibilities for the Employee Handbook. The Personnel Board has both advisory and administrative responsibilities; by supporting the Town Manager in maintaining an efficient system of personnel administration for Town employees; by recommending programs and practices to ensure the Town's workforce is diverse, equitably treated, and inclusive of others; and by providing administrative oversight as specified in the Personnel Bylaw and the Employee Handbook.

#### GOVERNING DOCUMENTS:

- 1921 Town Bylaw
- May 1952 Concord Town Charter
- April 29, 2024 Personnel Bylaw
- 2024 Personnel Board Charge
- 2024 Employee Handbook

#### PERSONNEL BOARD GOALS AND INITIATIVES:

- Strategize and advise on the implementation of an effective the performance and appraisal system
- Monitor overall class and compensation system equity and plan implementation; identify any challenges and suggest recommended fixes or improvements
- Review and assess tracking of employee morale over time, and provide ideas and best practices for improving morale
- Assess and support strategic recruitment and retention

#### PERSONNEL BOARD COORDINATION AND REPORTING:

The Select Board recognizes the important role of the Personnel Board in the effective management and oversight of personnel management matters for the Town of Concord. Governance in this area of municipal administration benefits from the input and focus of a skilled and engaged Personnel Board which can advise the Town Manager and Select Board. The Select Board wishes to support and benefit from this strategy.

The Select Board requests that the Personnel Board engage in setting and tracking goals for personnel management in collaboration with the Town Manager and Select Board and report on these areas annually in June or earlier. The report may include any information that the Personnel Board considers relevant to Personnel Management for Concord.

The Select Board is particularly interested in:

- The status of retention in recruiting
- Tracking Employee satisfaction and morale
- Progress on initiatives related to workforce administration, management, and training

(For Select Board Review: March 17, 2025)



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**11**

---

## Quarterly Review of Select Board Goals

**Requested by: SB Chair**

**Action Sought: None**

### Proposed Motion(s)

Motion: None anticipated

### Additional Information

### Board Action

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

# 2024 – 2025 Select Board Goals

Update as of March 17, 2025

## I. Effective and Transparent Governance

- Align Boards, Committees, and Senior Management Team of the Town whenever possible.
  - Establish goals that align and integrate between Select Board, Town Boards, Committees, Staff, and town departments.
    - Excellent alignment between Select Board goals and town staff and town departments via the new Performance/Merit Pay program.
    - Alignment between Select Board and other town boards and committees is accomplished via the liaison role and chairs' breakfasts.
  - Conduct periodic joint Finance Committee and Select Board and joint School Committee and Select Board meetings.
    - Done. Three meetings with School Committees and the Finance Committee to prioritize capital spending.
      - Aug 19, 2024
      - Nov 18, 2024
      - Dec 16, 2024
  - Recommit to an annual capital planning process between the Select Board, School Committee, and Finance Committee that includes Tier II and Tier III.
    - Done. Staff working collaboratively to bring 5-year Tier I, II and III budgets to the joint meetings.
  - NOTE: Other areas of transparency: Prompt posting of minutes and agendas and, public comment allowed at all meetings.
- Improve Committee Processes
  - Periodic topical forums, such as housing, sustainability, planning, arts & culture.
    - Housing roundtable held quarterly, sustainability roundtable held quarterly.
    - Monthly Chair's Breakfast held as hybrid to enable remote participation. Notes from meeting are publicly available.
  - Committee training, such as procurement, ethics, sexual harassment, etc.
    - Training on ethics, first amendment and OML completed.
- Improve Select Board Processes
  - Ensure good process and governance; utilize data to make decisions; consider different viewpoints; delay decisions whenever possible to enable community input.
    - Hearing held on RTE.
    - Review and Amend Alcohol Rules & Regulations

- Review and update Correspondence Policy.
- Review and update APP#10 in process.
- Revise the Town flag policy.
  - Done

## II. Land Use Opportunities

- Engage the community, legislative delegation, and state agencies in a robust planning process that ensures that Concord's interests are expressed and prioritized during the disposition of the MCI Concord property. Measurable outcomes:
  - The MCI-AB has established a cooperative working relationship with DCAMM toward reuse of the MCI parcel
  - MCI-AB has engaged Agency, Inc. to help with visioning, planning and community outreach.
  - Town counsel, the town manager and Select Board chair are actively involved in conversations with DCAMM regarding due diligence efforts necessary for the town's potential acquisition of the wastewater treatment plant.
- Utilize the expertise of the 2229 Main Street Advisory Task Force and input from the community to determine the next steps for the 46-acre parcel at 2229 Main Street.
  - Based on a unanimous vote of the SB, the town is in active conversations with EPA and DOJ regarding financial and legal considerations.
- Work with State Representatives and MassDOT to advance design and implementation of Route 2 rotary improvements.
  - Met with MADOT cohort to articulate Concord's interest in improvements to the rotary as well as connectivity along the corridor to the east of the rotary. Going forward, quarterly meetings are planned.
- Work with the Senior Management Team to develop a land-use matrix and action plan to determine the best matches between municipal needs and potential land available.
  - In process

## III. Town Infrastructure and Planning

- Review Zoning Bylaw Parking Requirements to make sure that they are consistent with industry standards and address local business concerns; propose recommended zoning amendments for 2025 Town Meeting
  - i. EVC is proposing an article at town meeting to propose a by-law that will allow a change in use without triggering add'l parking.
  - ii. Other parking changes are considered too complex to address this year.
- Warner's Pond Road Map
  - ?????
- Review and update West Concord Master Plan by June 2025 to reflect new and evolving residential, business, and industrial changes and opportunities including MCI Concord

- The West Concord Advisory Committee (WCAC) has completed a review of the 78 projects identified for implementation in the 2010 Master Plan. The committee has assigned a level of completeness, current priority status, available funding and indicator for relevance to the MCI project. Following a review in early January, the updated project matrix will be forwarded to the MCI Concord Advisory Board for review and consideration
- Take action to improve Town infrastructure:
  - Cell phone service.
    - Contract awarded to Wireless Edge for landfill site. Will issue an RFP for Keyes Rd campus. Changes to the Wireless Overlay district is the next necessary step.
  - Road maintenance, funding and improvements (intersections, trails, curb bump outs, etc.).
    - The Select Board will discuss this year's warrant article to fund \$27.5m over five years for road maintenance as well as bicycle and pedestrian safety.
- Ensure progress on major projects.
  - Sustainability plans for electric, water, sewer
    - CMLP and DPW have Select Board support for their plans.
  - Town capital projects
    - Will use the Land Use Matrix as a mechanism to understand the timing and siting of DPW and Public Safety facilities.
- Conduct review of Climate Action Plan, document GHG reductions and progress against original blueprint recommendations and establish revised recommendations for 2025-2030 to achieve targeted GHG reductions for 2030 (Article 31 in 2024 Town Meeting strives for a 50% reduction in GHG emissions)

#### **IV. Financial Planning and Stability**

- Increase Revenue Generation
  - Pursue PILOT Agreements (circle back)
    - Policy written and approved. We will begin conversations after the 250<sup>th</sup> celebrations.
  - Evaluate Town-owned properties for possible reuse or disposition.
    - Land-Use matrix
  - Support Concord business community to enhance local receipts.
    - Efforts focused mainly on tourism and arts & culture.
  - Support tourism and programs sponsored by arts and culture groups in town.
    - Benches, decals, poetry phone booth, painted signal boxes.
  - Update Revolving and Enterprise fees to reflect value of service.
    - ???????
- Endorse and update Financial Stability Goals
  - Clarify 5-year priorities and expected financial impact.
  - Work to cut costs and tighten the Town's budget in FY2026.

- FY26 proposed town operating budget comes in at 2.85% while expected inflation is projected to be 3.2%. The budget is \$600k lower than a level service budget with savings from reduced expenses as well as reduction in headcount.

**V. Diversity, Equity, and Inclusion**

- Create a welcoming, diverse, and inclusive community.
  - Protect and enhance the diversity of housing stock via continued focus on affordable housing.
    - Active participation in CMAHT
    - Advocate for funding lower cost/unit housing
    - \$500K ARPA earmarked for 91B Main St parcel
  - Review impact and implications of the Residential Tax Exemption.
    - Tax Relief task force appointed and held their first meeting on March 6.
  - Expand underrepresented voices in Town program and committees.
    - Ideas?



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**12**

**Monday, March 17, 2025**

---

**Discuss Personnel Study Task Force  
Recommendations Update**

**Requested by: SB Chair**

**Action Sought: None**

**Proposed Motion(s)**

Motion: None anticipated

**Additional Information**

**Board Action**

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



THE TOWN OF  
**CONCORD**  
MASSACHUSETTS

**Office of the Town Manager**  
Concord, Massachusetts 01742

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

## Strengthening Our HR Department: Progress, Strategic Decisions, and Future Commitment

Recent changes in the HR department reflect our commitment to modernizing policies, improving efficiency, and enhancing transparency. These changes are directly tied to the recommendations of the Personnel Study Task Force (PSTF), available [here](#), and to our ongoing efforts to strengthen and build a resilient organization.

The PSTF was established by the Select Board in Fall 2021 to review the Town's personnel policies and governance. Its primary objectives were to assess the Personnel Bylaw, evaluate the Personnel Board's role, and identify areas for improvement in related policies. To achieve this, the Task Force held over 20 meetings, conducted interviews with Town employees, supervisors, and department heads, and reviewed best practices from other municipalities.

A Final Report was submitted on September 26, 2022, available [here](#), outlining key recommendations in six main areas:

- Governance updates
- Personnel Board structure & operations
- Personnel bylaw updates
- Personnel policies & procedure improvements
- Classification & compensation plan updates
- Communication & transparency initiatives

Since 2022, we have made significant progress in updating personnel practices to align with these recommendations. To support this effort, the Town contracted with GovHR USA, a human resource consulting group, to conduct a comprehensive classification and compensation study. This work led to the new Non-Union Classification and Compensation Plan (2023), along with an updated Personnel Bylaw (2024), both of which were approved by Town Meeting.

During this same period, changes in personnel affected the HR department, including the departure of the long-time HR Director and Assistant HR Director. To maintain continuity and drive progress, an interim HR Director from GovTEMPS USA, the temporary staffing division of GovHR USA, was brought onboard. Their role was to guide ongoing reforms, update policies, and ensure a smooth transition before a permanent team was in place. This

decision resulted in tangible progress, including updates to all job descriptions, revisions to six personnel policies, and advancements toward the Town's first employee handbook, expected to be completed in 2025.

Before hiring a permanent HR Director and Assistant HR Director, a departmental review was conducted to ensure that new hires possessed the necessary skills and experience to implement key priorities, such as improving internal communication, transparency, and employee retention. After hiring a permanent HR Director, the decision was made to retain the interim HR Director in an in-house consulting capacity to continue implementation of the Task Force recommendations. With the recent hiring of an Assistant HR Director, the HR department is now fully staffed, and the Town will conclude its temporary employment arrangement with the consultant as of June 30, 2025.

Hiring consultants for short-term strategic initiatives is a common and practical approach. Their expertise enabled the Town to implement these critical HR improvements efficiently without the long-term costs of full-time employment. The fees for these services follow standard business practices and include an hourly rate plus reimbursement for reasonable expenses. Typically, consultant pay rates are higher than those of permanent employees, as benefits are not included in their contracts.

We recognize that the use of consultants and temporary staff can raise questions. However, these strategic staffing decisions have allowed us to implement vital HR improvements efficiently. With a fully staffed HR department, we are now well-positioned to strengthen communication, transparency, and employee retention moving forward.



# Personnel Study Task Force (PSTF) Recommendations Update

---

SELECT BOARD MEETING – FEBRUARY 24, 2025

# Background on the PSTF

---



The Personnel Study Task Force (PSTF) was established by the Select Board in Fall 2021 to review the Town's personnel policies and governance.



The PSTF was tasked with evaluating the Personnel Bylaw, Personnel Board's role, and related policies to identify areas for improvement.



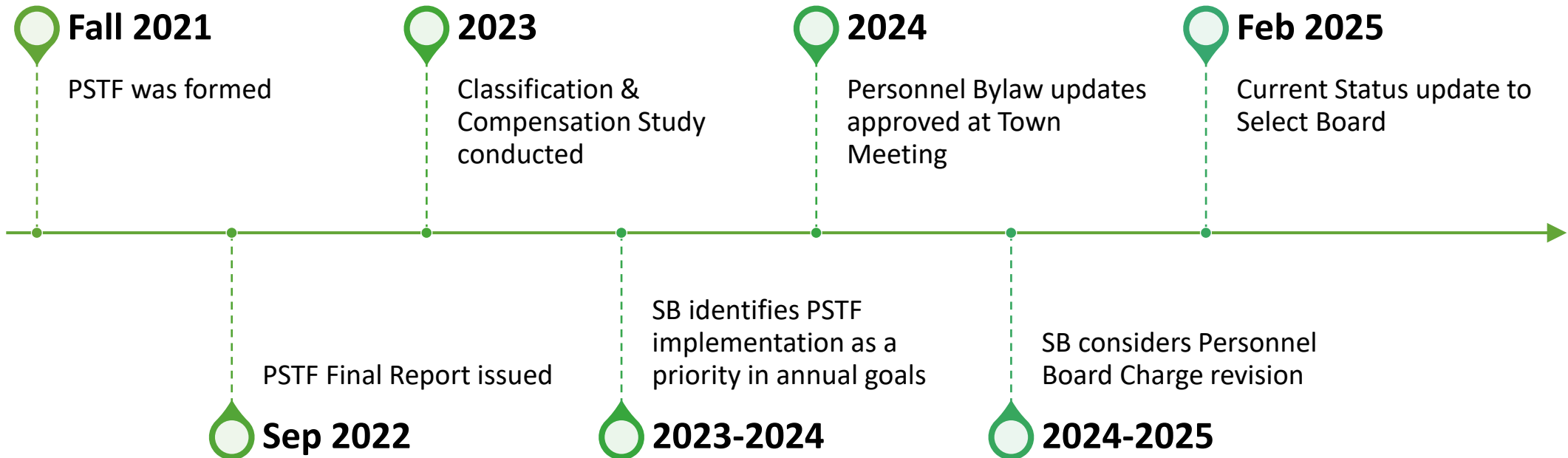
The Task Force held over 20 meetings, conducted interviews with Town employees, supervisors, and department heads, and reviewed best practices from other municipalities.



A Final Report was submitted on September 26, 2022, outlining key findings and recommendations for change in six main categories.

# Timeline of Key PSTF Actions

---



# Summary of PSTF Recommendations



Select Board governance updates



Personnel Board structure & operations



Personnel Bylaw updates



Personnel Policies & Procedures improvements











Classification & Compensation Plan updates




Communication & Transparency initiatives







# Classification & Compensation Plan— Status

Recommendation	Status	Key Updates & Notes
 Update Job Descriptions	<b>Complete</b> 	All updated in 2024.
 Develop Classification Checklist	<b>Complete</b> 	MGT factor analysis used.
 Benchmark Salary Comparisons	<b>Complete</b> 	Included in 2023 Town Meeting Presentation.
 Transparency in Personnel Actions	<b>Ongoing</b> 	Monthly reports presented at Personnel Board Meetings


**Next Steps:**


 Further discussion on key metrics


# Select Board Recommendations – Status

Recommendation	Status	Key Updates & Notes
 Update Personnel Board (PB) Charge	<b>Pending SB Approval</b> 	Select Board (SB) to vote 2/24/25.
 Clarify PB Role	<b>In Progress</b> 	Ongoing discussions; dependent on SB action.
 Schedule Joint Meeting	<b>Not Started</b> 	No meeting scheduled. SB decision needed.









## Next Steps:

 Select Board votes on Personnel Board Charge

 Further discussions on Personnel Board role

 Decision on annual joint meetings


# Personnel Board Recommendations – Status

Recommendation	Status	Key Updates & Notes
 Maintain 5-Member PB	<b>Needs Action</b> 	Notified of a member stepping down; replacement needed.
 Establish Regular Meetings	<b>Complete</b> 	Monthly meetings scheduled.
 Ensure Detailed Minutes	<b>Complete</b> 	Minutes posted online consistently.
 Improve Employee Communication	<b>In-Process</b> 	Increased effort to inform employees of items in front of the Personnel Board









## Next Steps:

 Recruit replacement member


 Improve communication for non-union employees


 Maintain regular Personnel Board meetings

# Personnel Bylaw Recommendations – Status









Recommendation	Status	Key Updates & Notes
 Update Personnel Bylaw	<b>Complete</b> 	Approved at 2024 Town Meeting.
 Define TM & PB Roles	<b>Complete</b> 	Clarified in bylaw update.
 Ensure Equity in Salaries/Benefits	<b>Ongoing</b> 	New Class & Comp Plan; Compa-ratio analysis done; full benefits review in near term.
 Consistent Application of Bylaw	<b>Ongoing</b> 	No major inconsistencies reported.

## Next Steps:


 Conduct full benefits review


 Ensure consistent implementation of updated bylaw

# Personnel Policies & Procedures (PPPs) – Status















Recommendation	Status	Key Updates & Notes
 Review & Update PPPs	<b>In Progress</b> 	6 policies completed; Handbook in progress.
 Make PPPs Accessible	<b>In Progress</b> 	Available online, but some still in draft form.
 Develop Remote Work Policy	<b>In Progress</b> 	Draft included in Employee Handbook draft.
 Employee Input on Policies	<b>Complete &amp; Ongoing</b> 	Employee Listening Sessions held in 2024.

## Next Steps:


 Finalize Employee Handbook


 Complete review & update of all PPPs


# Communication Recommendations – Status

Recommendation	Status	Key Updates & Notes
 Background Materials for PB	<b>Complete &amp; Ongoing</b> 	Included in PB packets since Sept 2022.
 Maintain Records Online (8-10 Years)	<b>Unclear</b> 	All records are maintained in accordance with MGL
 Reinstate Monthly HR Reports	<b>In Progress</b> 	Reintroduced in 2023; expanding content.
 Update & Publish Org Charts	<b>In Progress</b> 	Updated Org Charts included in FY26 Budget Book
 Develop Non-Union Handbook	<b>In Progress</b> 	Draft in progress. Sections need finalization.
 Summarize PB Actions for Employees	<b>In Progress</b> 	Minutes are posted online
 Create Anonymous Feedback System	<b>Not Started</b> 	No formal system exists; needs HR input.

## Next Steps:

 Confirm document retention policy for PB records

 Finalize and distribute Employee Handbook

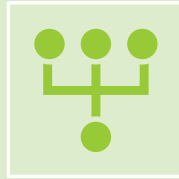
 Determine if an anonymous feedback system is needed

# Acknowledgment & Thanks

*This has been a community-driven effort, and we appreciate the collaboration to ensure fair and transparent policies.*



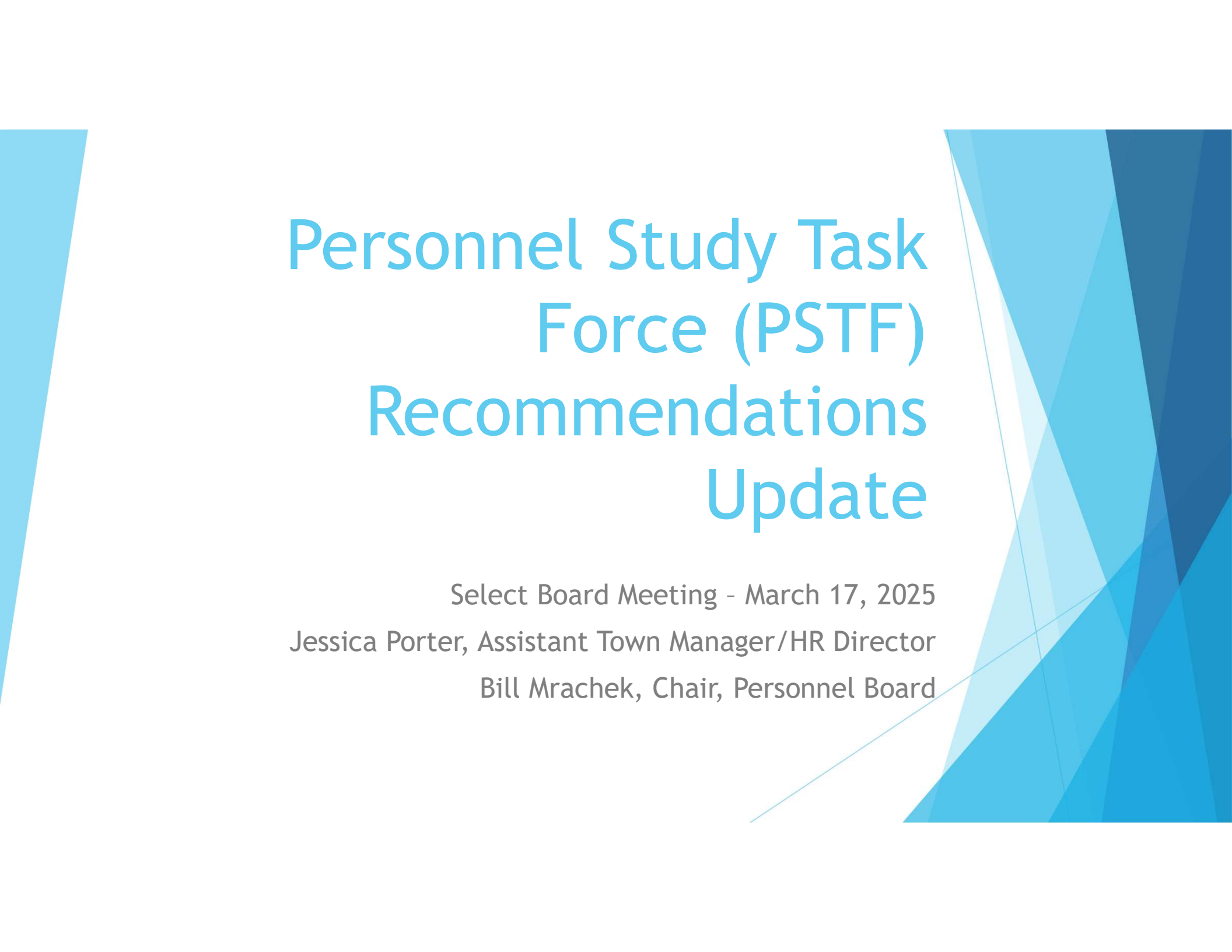
PSTF recommendations provided a clear roadmap, and we've made significant progress.



HR and the Personnel Board have worked hard to implement these changes.



Select Board's support has been instrumental in moving these forward.



# Personnel Study Task Force (PSTF) Recommendations Update

Select Board Meeting - March 17, 2025

Jessica Porter, Assistant Town Manager/HR Director

Bill Mrachek, Chair, Personnel Board

# PSTF Background

- ▶ Established by the Select Board in Fall, 2021 to review Town's personnel policies and governance.
- ▶ Tasked with evaluating the Personnel Bylaw, role of the Personnel Board, and related policies to identify areas for improvement/clarification.
- ▶ Over 20 meetings were held, including interviews with Town employees, supervisors and department heads.
- ▶ Reviewed best practices from other municipalities
- ▶ Final report was issued on September 26, 2022

# Recommendation Areas

- ▶ Select Board
- ▶ Personnel Board
- ▶ Personnel Bylaw
- ▶ Personnel Policies & Procedures
- ▶ Classification & Compensation Plan
- ▶ Communications



# Select Board

Recommendation	Status
Update the 1985 Personnel Board Charge	Targeted for completion in Spring, 2025
Reinvigorate the role of the Personnel Board	Completed

# Personnel Board

Recommendation	Status
Maintain a strong 5-member Personnel Board	Currently looking for one member
Regularly scheduled meetings	Completed, board meets monthly
Thorough minutes	Completed
Effective communications with non-union staff	Ongoing

# Personnel Bylaw

Recommendation	Status
Update Personnel Bylaw	Completed - ATM 2024
Identify and clarify roles of TM and PB	Completed
Amendments should support flexibility and maintain reporting and transparency	Completed
Salaries and benefits reviewed for equity	Completed - March, 2023
PB involvement with proposed amendments	Completed
Consistent application of the Personnel Bylaw	Ongoing

# Personnel Policies & Procedures

Recommendation	Status
Update town personnel policies and procedures	In process
Codify and make policies readily available	Completed
Develop a remote work policy	In process
Website updates for policies and procedures are available and current	Completed

# Classification & Compensation Plan

Recommendation	Status
All information provided to PB prior to any request for approval of classification change	Completed
Finalize all updates to job descriptions	Completed - June, 2024
Conduct a benchmark comparison as part of classification/reclassification requests	Process in place
Process for disclosing personnel actions taken by the TM/HR/PB	Completed

# Communications

Recommendation	Status
Meeting documents available prior to meetings and web accessible	Completed
Monthly reporting of appointments, resignations, separations & recruitment	Completed
Develop an Employee Handbook	In progress
Advise employees of any proposed amendments to the Personnel Bylaw or Classification Plan	Process in place
Restore trust between employees and the HR department	Ongoing

## In summary...

- ▶ There were a total of 24 recommendations from the PSTF report.
- ▶ The majority of these recommendations are complete, with the remaining recommendations expected to be completed this year.
- ▶ Some recommendations are ongoing
  - ▶ Communications
  - ▶ Reporting and benchmarking
  - ▶ Policy and job description updates

# Conclusion

- ▶ In addition, the Human Resources Department has made other improvements to processes and procedures, including:
  - ▶ Implementation of a formalized goal setting and performance review process for all non-union staff.
  - ▶ Implementation of the Driver Verification System
  - ▶ Creation of the Inclusion Chronicles, and one page communication sent monthly to employees.
  - ▶ Repurposing a vacant FTE to create a Benefits Manager role
  - ▶ Webpage improvements
  - ▶ Review of benefit offerings



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**13**

---

## **Discuss Goals Tracking Tool and Power BI Presentation**

**Requested by: SB Chair**

**Action Sought: None**

### **Proposed Motion(s)**

Motion: None anticipated

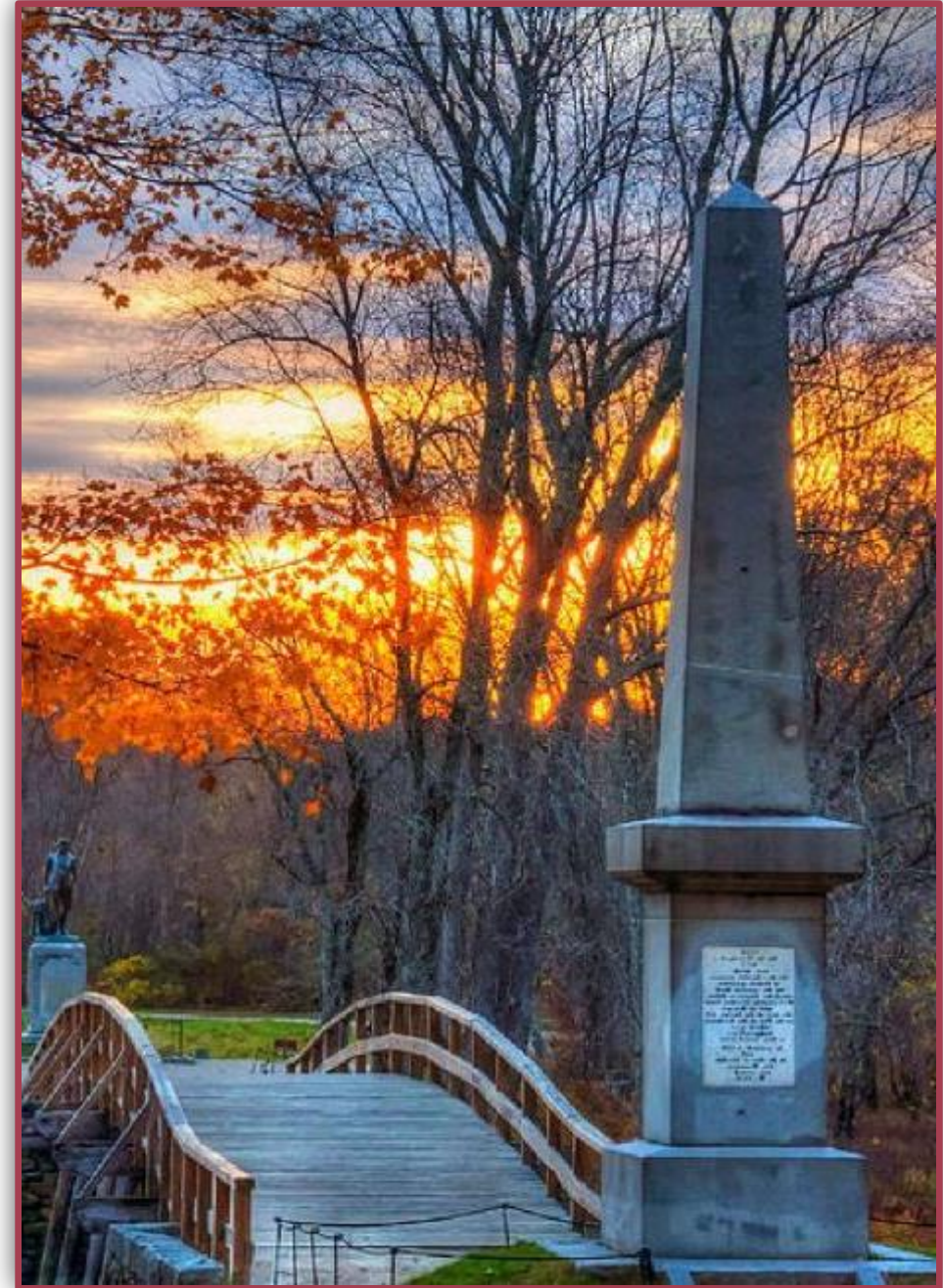
### **Additional Information**

### **Board Action**

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

# TOWN OF CONCORD

EMPLOYEE GOAL TRACKER PROJECT  
SELECT BOARD MEETING  
MARCH 17, 2025



# PROJECT CONSIDERATIONS



- Create a tracker for Directors/Managers to capture goal progress throughout the evaluation period
- Allow employee goal tracking to be consistent across Departments
- Utilize a tool that is within our technology ecosystem – MS Lists
- Capture like data so that it can be pulled into a reporting tool – MS Power-Bi
- Make the process repeatable and sustainable



# TRACKER TOOL

## Employee: Julie Manoogian (6)

Employee  
 Julie Manoogian

Specific Actions  
[Redacted]


Completion Date  
6/5/2025

% Complete  
25%

Goal Type  
Consistent

Goal ID  
Manoogian2025-1

Notes  
-

Employee  
 Julie Manoogian

Specific Actions  
[Redacted]

Completion Date  
4/24/2025

% Complete  
50%

Goal Type  
Consistent

Goal ID  
Manoogian2025-2

Notes  
-

Employee  
 Julie Manoogian

Specific Actions  
[Redacted]

Completion Date  
5/30/2025

% Complete  
0%

Goal Type  
Consistent

Goal ID  
Manoogian2025-3

Notes  
-

Employee  
 Julie Manoogian

Specific Actions  
[Redacted]


Completion Date  
4/30/2025

% Complete  
0%

Goal Type  
Stretch

Goal ID  
Manoogian2025-4

Notes  
-

Employee  
 Julie Manoogian

Specific Actions  
[Redacted]

Completion Date  
6/30/2025

% Complete  
75%

Goal Type  
Stretch

Goal ID  
Manoogian2025-5

Notes  
-

Employee  
 Julie Manoogian

Specific Actions  
[Redacted]

Completion Date  
6/30/2025

% Complete  
100%

Goal Type  
Stretch

Goal ID  
Manoogian2025-6

Notes  
-

# TRACKER TOOL

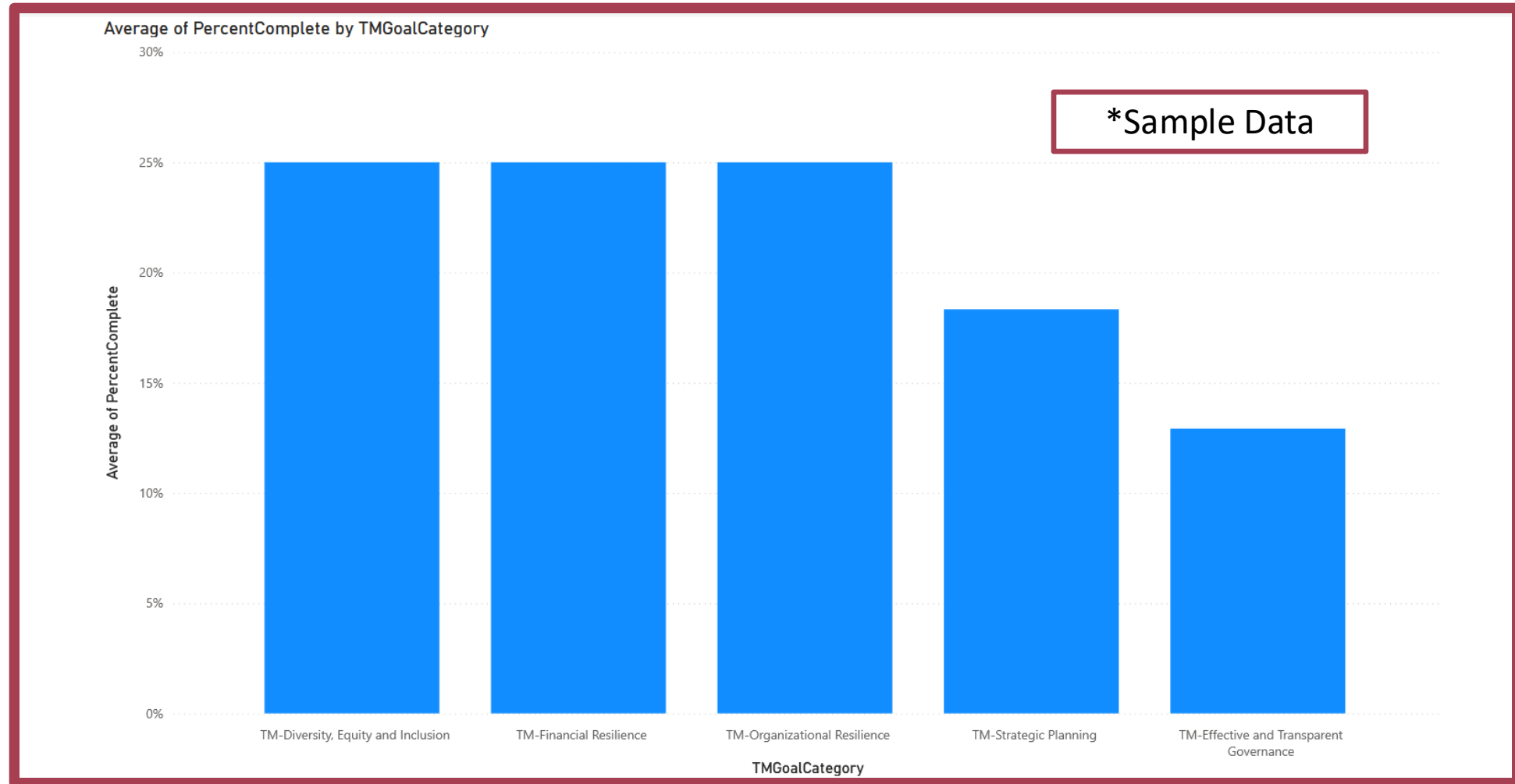
The screenshot shows a web-based form titled "Tracker Tool" with a light blue background. At the top, there are navigation buttons: "Save", "Cancel", "Copy link", and a close icon. The form contains the following fields:

- Title:** A text input field containing "Manoogian2025-1".
- Division:** A text input field containing "MMN".
- Specific Actions:** A large, empty text area for documenting actions.
- Completion Date:** A date picker field showing "6/5/2025".
- % Complete:** A dropdown menu currently set to "25%".
- Goal Type:** A dropdown menu currently set to "Consistent".
- Notes:** A text input field for additional notes or follow-ups.

Manager can select 25/50/75/100%

Manager can document notes/follow-ups

# REPORTING TOOL\*





# PROJECT SCHEDULE

- ✓ Developed tracker and conducted testing utilizing the tool
- March 2025: Training Directors/Managers
- May 2025: Complete two periods (April & May) of evaluation and reporting with the tool
- June 2025: Feedback and updates to the tool from Departments
- July 2025: Initiate FY26 Goals Development



# QUESTIONS

Amalia McCaffrey, CIO  
[amccaffrey@concordma.gov](mailto:amccaffrey@concordma.gov)

Nathanial Smith, Municipal Archivist/Records Manager  
[nsmith@concordma.gov](mailto:nsmith@concordma.gov)



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**14**

---

## **Review and Approve Land Use Matrix Charge**

**Requested by: SB Chair**

**Action Sought: None**

### **Proposed Motion(s)**

Motion: None anticipated

### **Additional Information**

### **Board Action**

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

**Town of Concord  
Land Use Working Group  
Charge**

**Background**

Several relatively large parcels of land could become available to the town within the next five years including MCI Concord (51 acres), 2229 Main St (46 acres), Peabody School Site (20 acres) and various smaller parcels. These parcels, added to the 14 acres already owned by the Concord Housing Development Corp (Junction Village) could bring the total land available to the town to over 140 acres. At the same time, the town is evaluating solutions for its Public Works and Public Safety facilities, including whether they remain in current locations. The work of the Land Use Working Group is to summarize future town needs and recommend best matches between needs and available parcels.

**Purpose**

Concord faces critical challenges delivering the services of its municipal departments due to limitations of existing facilities. Both the Public Safety building and the Public Works facility are in failure mode and will require rebuilding and likely require relocation. As identified in the 2020 Concord Municipal Facilities Assessment, renovations and/or expansion of these facilities is not an option. Consolidation of administrative offices is also a consideration since co-location of admin functions could yield significant efficiencies and cost savings. This, together with Concord's other stated goals of commercial development, diverse housing stock and recreation/open space assets create a myriad of potential uses of newly available land parcels.

Given these considerations, the Concord Land Use Working Group has two objectives to be accomplished in phases:

- Phase I will develop recommendations for the location of new municipal facilities (Public Works, Police and Fire).
- Phase II will review the options and proposals for each of the individual land sites to see how they “roll up” into an overall plan, calling out areas where there might be overlap or interdependencies that should be considered and reconciled.

**Responsibilities of the Working Group**

The working group will weigh the town needs and wants against the available land taking into consideration program requirements, zoning regulations, community priorities, project timelines, and financial feasibility to recommend a course of action. Specific responsibilities include:

- **Research Written Reports.** These include:
  - The 2021 Final Report of the Nuclear Metals/Starmet Property Re-use Planning Committee
  - The 2020 Concord Municipal Facilities Assessment
  - The 2024 Final Report of the 2229 Main Street Advisory Task Force
  - The MCI-Concord enabling legislation: The Massachusetts House Passed General Appropriation Bill H4601, Section 76
  - Envision Concord Bridge to 2030
  - The Housing Production Plan 2022

- The Recreation Strategic Plan
- **Assess Program Needs.** Review the operational and spatial requirements of the Public Safety, Public Works and other relevant municipal facilities.
- **Evaluate Properties.** Analyze current and prospective parcels for suitability based on location, size, cost, environmental considerations, accessibility, zoning, alignment with stated town goals, other infrastructure requirements and any domino effects of freeing up current facility locations.
- **Understand Timing.** Develop an understanding of when sites will become available and the timing/urgency of possible uses/needs.
- **Integrate Efforts.** Communicate with the MCI Advisory Board and EPA/DOJ to link the work of this working group to milestones and decision points at the MCI and 2229 Main St sites.
- **Engage the Community.** Solicit public input through forums, surveys and other methods to understand and incorporate community responses.
- **Report Findings.** Provide frequent updates to the Select Board. It is expected that updates will be timed to coincide with key milestones reached by the MCI Advisory Board as well as information from EPA regarding probable uses envisioned for 2229 Main St and how that might be accomplished during the remedial stage of work.
- **Develop Recommendations.** Propose a prioritized plan for municipal facility relocation including timelines, financial considerations, zoning requirements, etc. Summarize development options being considered across the different sites and identify any area of overlap or gaps that should be considered as the specific plans are developed for specific parcels.
- **Written Report.** At the completion of the work, deliver a final, written report to the Select Board outlining the working groups analysis and recommendations.

### **Duration**

The working group will be appointed for a term of 12 months beginning on the date of its first meeting. Extensions may be granted by the Select Board if additional time is required to complete this charge. The working group will provide quarterly updates to the Select Board on the progress of its work.

### **Membership**

1. One member of the Select Board or their designee
2. One member of the School Committee or their designee
3. One member of the Public Works Commission or their designee
4. One member of the MCI Advisory Board or their designee
5. One member of the 2229 Main St. Task Force or their designee
6. One member of the Concord Municipal Affordable Housing Trust or their designee
7. One member of the Economic Vitality Committee or their designee
8. One member of the Recreation Commission?
9. One member at-large appointed by the Select Board.

Additionally, the Finance Committee will appoint an observer.

These citizens will be supported by active involvement of senior town managers. It is expected that senior staff will clearly and consistently communicate their priorities to this working group before and throughout the duration of the work.

**Other Considerations**

The working group 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 Deputy Town Manager will consult with the Town Manager to discuss staff assistance and other financial support.

DRAFT



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**15**

## Chair's Report

**Requested by: SB Chair**

**Action Sought: None**

### Proposed Motion(s)

Tentative Motion: Move to approve Legislative Letter of Support to Codify Remote Meeting Options

### Additional Information

### Board Action

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



## TOWN OF CONCORD

### Planning Board

141 Keyes Road, Concord, MA 01742

(978) 318-3290

#### MEMORANDUM

To: Select Board Members

From: Planning Board Members  
Elizabeth Hughes, Town Planner

Date: October 16, 2023

Re: *Administrative and Procedure Policy #10: Town Board, Committee and Task Force Appointment Policy (APP #10)*

At the September 26, 2023, meeting of the Concord Planning Board, *Administrative and Procedure Policy #10: Town Board, Committee and Task Force Appointment Policy (APP #10)* was reviewed based on a request for comments from the Concord Select Board. The following highlights summarize member discussion at that meeting, providing both general and specific comments.

#### **General Comments**

- The Board was in favor of amending APP #10 to encourage increased participation of residents on Town Committees. This might include:
  - extending terms, when agreeable, to members whose terms were ending, particularly when new members have yet to be identified or approved by their Appointing Authority
  - allowing individuals who had previously served two full terms on a committee to add an addition term after waiting for a limited “cooling off” period away from service,
  - encouraging flexibility of committee meeting times, particularly away from traditional evening hours when other interests and obligations may deter participation on the part of younger, family-oriented candidates.
- The Board felt that the wording under “II. Powers and Duties” could be improved to reflect the natural consistency of positions between Committees, the Select Board, and the Town Manager when Committees are representing the Town in interactions with regional, State or Federal agencies. It would be detrimental to insist that boards and committees agree on issues before the Select Board or Town Manager. Those later

groups rely on the input from boards and committees to inform their judgements and limiting discourse of those boards and committees would be counterproductive.

- The term “year” should either be consistent, or should be clearly defined when meaning calendar year, fiscal year or year ending with the conclusion of Town Meeting.
- The terms, “rare”, “relatively rare”, and “unusual” are ambiguous and confusing when used throughout the document.
- It would be useful to include sub-committees in this document, including when the requirements apply equally to sub-committees and committees and when they do not.

### ***Specific Comments***

#### ***APP #10 - Page 2:***

1. II. Powers and Duties, paragraph 3: *“Committees may be called upon to represent the Town in dealing with regional, or State agencies to the extent requested by their Appointing Authority. When doing so, they shall make every effort to take positions on all relevant issues consistent with the views of the Select Board and Town Manager, and they shall keep their Appointing Authority fully informed concerning their activities.”*
  - a. It is uncertain how Committees can be required to take positions on all issues consistent with the views of the Select Board and Town Manager. It is also unclear that committee should take positions or express views to other Town or local boards or committees that are required to be consistent with the Select Board or Town Manager. Often, the opinions of those latter groups are not known or to be informed by the discourse between Town committees and boards.
2. III. Officers of Committees, Boards, and Task Forces, paragraph 1: *“...the Appointing Authority may appoint a chair pro-tem to serve until the Committee itself elects a Chair for the balance of the current year.”*
  - a. The term, “current year” requires clarification as either calendar year, fiscal year, or year ending after the last day of Town meeting.
3. III. Officers of Committees, Boards, and Task Forces, paragraph 2: *“Except in unusual circumstances, the chairmanship and the clerkship should rotate yearly amongst the Committee membership.”*
  - a. The terms, “chairmanship and clerkship” could be changed to, “positions of chair and clerk.”
  - b. The term, “unusual circumstances” is very vague.

**APP #10 - Page 4:**

1. Term of Office 8 and 9.—The term of office of three years, limited to two (2) full consecutive terms, was agreed useful (and a single term for longer terms, as with the Planning Board). However, given the lack of volunteers in Town to fill all available positions, additional terms, after a “cooling off” period, might be considered, provided the “cooling off” period was long enough. It’s also unclear if it is possible to have two interrupted terms, or a full term after an interrupted term, or a partial term (to fill a vacancy) after full term(s).
2. Term of Office 11. Is the only circumstance in which a partial term is not considered to be a full term when it occurs as the result of filling a vacancy? Could other circumstances result in this situation: say an interruption in a term because of a change in life-circumstances? Could this be better phrased?

**APP #10 - Page 6:**

1. (h) Role of Committee in Appointments- it would be useful to include Sub-committees in this section to detail what role the Committee has regarding appointment of any Sub-committees and their members. It could be titled: Role of Committee in Committee and Sub-committee Appointments.

Thank you for your consideration of these comments.

Sincerely,

Linda Miller, Chair  
Concord Planning Board



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**16**

---

**Town Manager's Report, Megan Zammuto,  
Deputy Town Manager**

**Requested by: SB Chair**

**Action Sought: None**

**Proposed Motion(s)**

Motion: None anticipated

**Additional Information**

**Board Action**

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



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**17**

---

## Select Board Liaison Reports

**Requested by: SB Chair**

**Action Sought: None**

### Proposed Motion(s)

Motion: None anticipated

### Additional Information

### Board Action

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

## **Mary Hartman Liaison Report for Mar 17, 2025, Select Board meeting**

### Concord Housing Development Corp (3/4)

- The group continues to work on the complex legal documents necessary to pass title and set up a HOA for the 3 condos and 2 rental units that are part of the Assabet Bluff project.

### Community Preservation Committee (3/11)

- Finalized projects included in the FY25 CPC warrant article for \$1,450,460
- Discuss drafting a policy for re-opening applications if there are excess funds after round one of awards.

### MMA Webinar (3/12)

Informative presentation by the town of Lincoln on how to engage and recruit more diverse representation on town boards and committees. Slides are available on the MMA website.

### LWV First Friday (3/7)

Panel discussion on Concord's media and communication landscape.

### Ad-Hoc sub-committee of the Housing community (3/10)

Meeting with representatives of various housing groups and Mass Housing Partnership to discuss and finalize goals for the technical assistance program.

### Assabet Pedestrian Bridge presentation (3/10)

Update on progress toward a bridge spanning the river from the West Concord MBTA station eastward to the Baker Ave commercial district and proposed NOVO residential project. Current estimates are a 2028 start of construction at a cost of \$11m - \$15m – to be funded by MA DOT.

### Green Homes Tour (3/15)

Tour home on Lowell to learn about heat pumps, induction oven, EV charging, etc.

## Liaison Report for Wendy Rovelli (3/17/25)

### Planning Board (3/4)

- The committee discussed the potential of introducing a Mixed Used Zoning district which is now allowed under MBTA regulations. The benefit would be a reduction of no more than 274 dwelling units, for a revised MBTA unit capacity of 820 dwelling units. Concord's current combined business/residence zoning is onerous and difficult for developers to comply with. After reviewing the complexities, the committee agreed that a preferred strategy would be to modify the current 4.2.3 Combined Business/Residence regulations to be more effective.
- Definitive Subdivision Public Hearing was held to review an application for improvement of a new roadway and the creation of 2 new building lots at 61B Walden Street. The hearing was continued to March 25<sup>th</sup>.

### West Concord Advisory (3/5)

- The committee completed the status update to the 2010 West Concord Master plan and voted to forward results to the MCI Advisory Board. The document will be posted to the website, and the public is welcome to share additional feedback with the committee.

### Trustees of Town Donations (3/6)

- Requests for the funding for Scholarships (five funds totaling \$16,600), Cemetery Perpetual Care (\$155,000) and Anne Chamberlin Park (\$5,00) were reviewed and approved.
- Deliah Kay was informed that additional funding could be available for the Anne Chamberlin Park beyond annual maintenance. She noted the need for pathway replacement and partial bridge replacement and will consider a future funding request(s).

### Tax Relief Evaluation Task Force (3/6)

- The Task Force (TF) held its first meeting where members discussed the charge and were provided background on the Real Estate Tax Exemption and other tax relief programs by the Town Assessor. The TF agreed to meet in two weeks and to begin mapping out issues, starting with identification of stakeholders and analytic issues and data that need to be collected.

### School Campus Sub-Committee (3/10)

- Carlisle CPC officially agreed to move forward with the use of CPC funds
- An FAQ is being developed to address community questions about the Amenities building, including CPC requests, town costs, etc.
- Gail Associates - still on track for updates on 50% design completion in March. The revised cost estimate will follow shortly thereafter.

### Assabet River Bridge Project (3/10)

- Attended Information session on Bridge project. In 2024, MassDOT approved the 10% design. The 25% design is in process with the full design is expected to be complete in 2028. Actual construction may not be complete until 2030, but is dependent on MassDoT project scheduling. Construction cost will be covered by the state and is estimated to be \$11-\$15M. See this link for the meeting presentation and a virtual u-tube tour <https://concordma.gov/2398/Assabet-River-Bridge-Trail>

### Hugh Cargill Trust (3/11)

- 70 homeowners have applied for Property Tax Relief to-date.

- Approved the Annual Appeal letter to be sent to all Concord residents.

#### School Committee (3/11)

- Dr. Hunter reported that the state is consolidating shelters and Concord will have 14 new families from Waltham. Many children will need busing to Waltham schools.
- Fundraising for Thoreau playground totals \$454K to-date, and additional pledges have been made. There is an additional \$60K required to meet the fundraising target.
- Alcott METCO parent interested in filling open position.

#### Board of Assessors (3/12)

- 50% of Abatements requests processed. Expect to complete review of residential requests at the March 26<sup>th</sup> meeting and Commercial requests on April 23<sup>rd</sup>.
- Residential Tax Exemption notices are sent to eligible homeowners. A total of 220 new Residential Tax Exemption applications have been received this year.

#### Zoning Board of Appeals (3/13)

- 275 Forest Ridge 40B Development
  - Developers met with neighbors regarding screening to minimize visual impacts and some landscaping improvements to private property is being considered (outside of 40B application).
  - The applicant provided peer review response, sustainability narrative, mechanical screening plan, indoor amenity area summary, bicycle storage plan, revised color study.
  - The committee reviewed all 18 waivers and discussed related conditions (to the dimensional waivers). All waivers were generally deemed acceptable, except for waiver 16, Building Permit Fees. The applicant is looking to have an assurance that permit fees will not be increased beyond those in effect at the time the application was made – this will be reviewed by Town Counsel.
  - Given that some formal peer review feedback is outstanding, an extension of the hearing was granted until April 11<sup>th</sup>. An additional ZBA meeting on April 10<sup>th</sup> was confirmed

## **SB Liaison Report - Cameron McKennitt, March 13, 2025**

### **Concord Light Plant**

- After a thorough process, Town Manager Kerry Lafleur has appointed Christopher Schaffner, PE, LEED Fellow as the newest member of the Concord Light Board, filling an existing opening and bringing the team back to five people. There were seven candidates who applied for the opening, and Chris was chosen after interviews were conducted with all seven, with a focus on candidates that can bring a balanced perspective across sustainability, affordability and operational excellence. Chris has 35 years of energy experience and is the founder and CEO of the Green Engineer, Inc., a Concord-based business. He holds a B.S. in Mechanical Engineering from M.I.T. and previously sat on advisory boards for Governor Patrick and Mayor Menino. Welcome Chris!
- Recruiting is ongoing for a customer service opening. We have received 131 applications, so lots of candidates to sort through
- We are also looking to hire two new 3<sup>rd</sup> class line workers. In the past we may have only recruited for 1<sup>st</sup> class line workers, but they are extremely hard to find - the team feels we can bring in a couple people at the 3<sup>rd</sup> class level and provide them with the training and experience to progress
- Also looking to fill roles in equipment maintenance and financial manager
- There has been some questions received about the impact of potential Canadian energy tariffs. Currently, we get about 11% of our energy from Canadian imports on the spot market. So, if for example 25% tariffs were imposed, and we continued to buy 11% of our energy from Canadian imports, our energy prices could go up by 2.5%-3%.
- There has been a lot in the news lately about the high costs of utility bills. In response, Mass Save has cut \$500M from its programs (they were going to increase spend by \$1B from \$4B to \$5B over three years, this has been cut to an increase from \$4B to \$4.5B). Concord is not part of the program, but we do tend to mirror Mass Save - we will be looking at our programs and how to balance sustainability and affordability.
- We are nearing completion of the Advanced Meter rollout
- Tree trimming effort is about 50% complete - trying to finish before the 250th

- About to solicit proposals for a cost of service study, including cost of servicing heat pump customers

### **Town Meeting Study Committee**

- The Massachusetts Municipal Association organization is supporting “An Act to Modernize Municipal Meetings, Town Meetings, and Local Elections,” linked below, **which would allow the option of remote or hybrid participation to both representative and open town meetings.**

<https://malegislature.gov/Bills/194/HD2863>

<https://malegislature.gov/Bills/194/SD1850>

Section 10C is the operative language for open town meetings in both bills. It’s possible that these statewide bills will be heard by legislative committee before Concord’s June 2nd Town Meeting.

- TMSC will prepare materials for April 14 public hearing, as to how it will present its findings/deliver supporting rationale as pre-ambly to the preliminary motion on routinely using clickers for the town meeting

### **Public Works**

- Street repaving plan is in place for our normally funded program under the upcoming construction season (approximately \$2.5M per year)
- There are also plans developed if Town Meeting passes warrant article to fund an accelerated repaving program, where we would be spending \$5M - \$5.5M per year for each of the next five years (\$2.5M - \$3M incremental per year vs. current program)

## Liaison Report-Terri Ackerman-3/3/25and 3/17/25

### 250<sup>th</sup>

- By end of March, you should receive a list of dignitaries to call and you'll get your credential and parking pass for April 19.
- USPS has announced the news about the Day of Issue ceremony for the "Battlefields of the American Revolution" stamp set which will be held at Minuteman Park on April 16th. You all should be receiving a formal invitation from the USPS as well to invite you to the ceremony (which is open to the public).
- Governor Healey will be the April 19 keynote speaker. We have not yet heard from the office of the president.
- On March 14, the 5th briefing will be held for the business committee. On March 18 a COA briefing will be held. The final regional 250th meeting will be held on March 13.
- April 1 is the last meeting of the Executive Committee before April 19. The public is encouraged to attend and ask questions on transportation, parking, schedule, etc.
- Bus contracts are signed for 25 buses along 2 continuous routes from 6am to 9pm. Buses will go to 18 parking lots in Concord plus the Concord Museum and Battle Rd. Also 6 accessible vans and 10 golf carts. Pan Mass Challenge is providing 200 bike racks for Concord. Route maps will be publicized soon.
- A jumbotron and seating will be provided in the Umbrella parking lot.
- We have 125 ambassador volunteers but would like more. Please contact [Concord250ambassador@gmail.com](mailto:Concord250ambassador@gmail.com)

### 2229 Main Street Oversight Committee

- The Committee has an opening and is especially looking for someone who has **expertise with concrete walls**. The 95% design will soon be ready for review and the committee wants to have a member who can verify that water will not be able to get through the cement walls.

- Asbestos was discovered under the drain lines and will require a specialized contractor and an amendment to the EPA Record of Decision.
- To date, federal layoffs are not affecting the cleanup project. Cleanup is being conducted by a private contractor. Funding thru 2026 is already available in a private bank.

#### Transportation Advisory Committee

- DPLM Director Alyssa Sandoval gave an update on the 2 Stantec contracts. They have developed criteria to identify priority projects.
- Brad Hubbard-Nelson from the Climate Action Committee gave an update on transportation elements of the Climate Action Plan. They will be writing an updated plan and want to collaborate with TAC.

#### Public Ceremony and Celebration Committee:

- The PCCC received nominations for 11 citizens. They have selected Lowell "Sandy" Smith as the 2025 honored citizen.
- The annual Honored Citizen Celebration will be held at 2pm on Sun Mar 30 at the Town House.
- The PCCC is also preparing for the Dawn Salute, parade, and other events on April 19, as well as the Merriam's Corner event on April 12.
- They have requested to be on SB agenda to amend their charge.



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

**18**

## Adjournment

**Requested by: SB Chair**

**Action Sought: Approve**

### Proposed Motion(s)

Motion: Move to Adjourn

### Additional Information

### Board Action

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



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, March 17, 2025**

# Supplemental Materials

**Requested by: SB Chair**

**Action Sought: None**

## Proposed Motion(s)

SUPPLEMENTAL MATERIALS

## Additional Information

250th QR CODES UPDATE

Bike Share Acton Sustainability Report

Select Board Correspondence

## Board Action

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

A.message.from.Gary.Clayton;

Hi.all?

We.have.started.to.send.this.out.to.our.list.of.Concord.businesses?institutions.of.faith? organizations?schoools.and.clubs;.It~~ll~~.take.a.week.or.so.to.get.everyone.but.we.started.with. the.Institutions.of.Faith;.Hopefully.they.will.share?however.they.can?with.their. communities;.

Let.us.know.if.you.have.any.questions!

To Concord Businesses, Institutions of Faith, Organizations, Schools and Clubs,

We are forwarding general public safety and logistical information for the upcoming 250th celebration of the start of the American Revolution here in Concord on the weekend of April 19th, 2025. We would encourage you to share this information with your community via newsletter, email, website, social media or whatever means you can communicate with them. We have provided either a small, medium or more detailed suggestion of how you can get this information out to your community. Your help in sharing this information is greatly appreciated and will result in a well informed community and a successful 250th celebration! If you have any questions, please let us know at [publicinfo@concordma.gov](mailto:publicinfo@concordma.gov).

**SMALL (sentence, link and QR code)**

Stay up to date on the latest information regarding the Concord250 celebration on April 19th, 2025. [Concord250.org](http://Concord250.org)



**MEDIUM (paragraph, link, news & notices sign up, social media and QR code)**

The Concord250 Celebration of the 250th anniversary of the start of the American Revolution is happening Saturday, April 19, 2025. Important information regarding road closures, parking, transportation and Concord250 events can be found at [Concord250.org](https://Concord250.org)

Sign up for the "Concord250 - Stay Connected" list through the Town of Concord News & Notices [here](#) to keep up to date on latest information for the Concord250 Celebration.

Follow us on [Facebook](#) Concord250 and [Instagram](#) ConcordMA250th



**LARGE (detailed letter, link, news & notices sign up, social media and QR code)**

See letter attached.

Sincerely,

Polly Meyer and Laurie Stefanov

Concord250 Communications Committee

# Town of Acton

## Planning & Sustainability Departments



REQUEST FOR PROPOSALS: GOODS & SERVICES FOR  
MINUTEMAN REGIONAL BIKE SHARE PROGRAM- ACTON,  
CONCORD, LINCOLN, MAYNARD

OPERATIONS 2025 - 2027

02/4/2025 - 1121

**Proposal Due Date: February 4th, 2025 at 1:00 PM EST**

January 2025

---

## Table of Contents

Table of Contents .....	2
1. LEGAL ADVERTISEMENT .....	3
2. PROJECT DETAILS .....	4
3. INTRODUCTION: RFP FOR MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS .....	5
4. SERVICES SOUGHT: MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS .....	6
5. QUALITY REQUIREMENTS FOR PROPOSALS .....	7
A. Minuteman Regional Bike Share Program Operational Tasks .....	7
B. Hours and Location of Work: .....	8
C. Customer Service and Technical Support .....	8
D. Financial Transactions: .....	8
E. Marketing & Public Engagement: .....	8
F. Fee Structure: .....	8
G. Access and Affordability: .....	9
H. Data Management and Reporting: .....	9
I. INSURANCE REQUIREMENTS .....	10
6. SUBMISSION REQUIREMENTS .....	10
7. SUBMISSION REQUIREMENTS – REQUIRED FORMS .....	11
8. INSTRUCTIONS TO PROPOSERS .....	18
A. Read and Review the RFP: .....	18
B. Non-Price Proposal: .....	18
C. Price Proposal: .....	18
D. Submit the Non-Price Proposal and Price Proposal as described in section 6 titled “SUBMISSION REQUIREMENTS”: See Appendix C. ....	18
E. Rule for Award, Launch, & Future Expansion: .....	19
9. EVALUATION COMMITTEE & SELECTION PROCESS .....	19
10. EVALUATION CRITERIA .....	20
Appendix A: SAMPLE PROFESSIONAL SERVICES AGREEMENT .....	23
Appendix B: MAP & LOCATIONS OF ANTICIPATED MINUTEMAN REGIONAL BIKE SHARE SYSTEM .....	28
Appendix C: RFP Electronic Submission Instructions .....	29

---

# 1. LEGAL ADVERTISEMENT



## Town of Acton

### REQUEST for PROPOSALS

#### **MINUTEMAN REGIONAL BIKE SHARE PROGRAM- ACTON, CONCORD, LINCOLN, MAYNARD OPERATIONS 2025 - 2027 02/04/2025 - 1120**

The Town of Acton, Massachusetts, acting through its Town Manager, the Awarding Authority, invites qualified applicants to submit proposals to provide for operating a new bike share system (Minuteman Regional Bike Share) for a three (3) year contract term. Procedures shall be in accordance with the provisions of M.G.L Chapter 30B. All applicants must submit in complete conformance with this Request for Proposals (RFP) document.

This RFP is being solicited and E-bid through [www.Projectdog.com](http://www.Projectdog.com) Project Code 865652. RFP documents will be available January 17, 2025 at 1:00pm until the submission deadline. Late submittals and email proposals will not be accepted. Proposal submittals are due by February 4, 2025 at 1:00pm.

Enter the Project Code 865652 in the project locator box and select "Acquire Documents" to download documents. A free CD-ROM may be requested by contacting Projectdog - shipping & handling charges apply. All plan holders must have an active online account on [www.Projectdog.com](http://www.Projectdog.com) to acquire documents and receive project notifications.

Interested parties should contact Acton's Planning and Sustainability Departments with questions or inquiries related to the RFP at [planning@actonma.gov](mailto:planning@actonma.gov) and [sustainability@actonma.gov](mailto:sustainability@actonma.gov). All inquiries received by 1:00pm January 27, 2025 will be considered. Written responses will be emailed to all bidders on record as having received the RFP Documents through Projectdog. All such addenda shall become a part of the contract documents.

All Proposals submitted are the property of the Town of Acton and are public record. The Town reserves the right to reject any or all proposals, wholly or in part, and to make awards in a manner deemed in the best interest of the Town.

Town of Acton  
John S. Mangiaratti  
Town Manager

---

**Request for Proposals: Minuteman Regional Bike Share Operations (Goods and Services)**

**2. PROJECT DETAILS**

Request for Proposals (RFP): The Town of Acton via the Planning and Sustainability Departments (Owner) seeks sealed proposals for operating a new bike share system (Minuteman Regional Bike Share) for a three (3) year contract term. The Town maintains the right to terminate the contract if there is lack of funding in subsequent years based on budgetary allowance of the four (4) Minuteman Regional Bike Share communities. This procurement conforms to the sealed proposal requirements of M.G.L Chapter 30B.

The Town of Acton by the Planning and Sustainability Departments (the “Town”), is soliciting proposals on behalf of the four (4) Minuteman Regional Bike Share communities:

1. Acton, MA
2. Concord, MA
3. Lincoln, MA
4. Maynard, MA

The Town of Acton may cancel this Request for Proposals (RFP) or reject in whole or in part any and all proposals, if the Town determines that the cancellation or rejection serves the best interest of the Town.

The Town of Acton will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and all evaluation criteria set forth in the RFP.

**General Information:**

This Request for Proposals is being issued to select a qualified vendor to provide the goods and services associated with the operations of the Minuteman Regional Bike Share Program.

<b>Proposal Due Date</b>	February 4th, 2025 at 1:00 PM EST
<b>Non-Price Proposal &amp; Price Proposal Submission Requirements</b>	See Appendix C
<b>Questions &amp; Clarifications</b>	All questions and clarifications regarding this RFP should be directed to the Sustainability Office and Planning Department at the following emails: <a href="mailto:sustainability@actonma.gov">sustainability@actonma.gov</a> and <a href="mailto:planning@actonma.gov">planning@actonma.gov</a>  Questions are due by Monday, January 27th, 2025 at 1:00pm, the Town will respond by Wednesday, January 29th, 2025. Prior to

	responding, submitting questions, or seeking clarifications, it is imperative that prospective proposers thoroughly review this RFP document in its entirety.
<b>Minuteman Regional Bike Share RFP &amp; Contract Timeline</b>	<p>The anticipated timeline for this RFP and contract is as follows:</p> <ul style="list-style-type: none"> <li>• Proposal Submission Due Date: 2/4/2025 at 1:00 PM EST</li> <li>• Contract Award to Highest Advantageous Proposer (estimate): 2/25/2025</li> <li>• Start Date: Rollout of awarded Vendor's Minuteman Regional Bike Share Operations: <ul style="list-style-type: none"> <li>○ Not later than 4/1/2025</li> <li>○ Completed by 11/30/2027</li> </ul> </li> </ul> <p>Contract Term (estimate): 4/1/2025 – 11/30/2027</p>

### **3. INTRODUCTION: RFP FOR MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS**

The purpose of this RFP is to select a bike-sharing vendor to enable the Town of Acton, on behalf of all four (4) municipalities (Minuteman Regional Bike Share communities) to expand the bike share system piloted by Acton and Concord in 2023. The successful bidder will operate and maintain at least 7 stations with a total of at least 44 bikes, including 9 adaptive bikes, owned by the Town of Acton and Town of Concord, throughout the regional Minuteman Regional Bike Share system.

The Owner seeks to select a vendor who can maintain, develop, and enhance the Minuteman Regional Bike Share program beginning in the spring of 2025 and beyond using communities' existing bicycle racks and 9 adaptive bikes. A map of the current Minuteman Regional Bike Share system is attached for reference (Appendix B).

Upon request, the Town can grant access to data about the previously piloted, (in Acton and Concord), Minuteman Regional Bike Share system, including membership data. These requests should be made to the Town of Acton Sustainability and Planning Departments at the email addresses [sustainability@actonma.gov](mailto:sustainability@actonma.gov) and [planning@actonma.gov](mailto:planning@actonma.gov).

The Minuteman Regional Bike Share program aims to achieve and sustain the following goals in the establishment and operation of our regional bike share system:

- a. Utilize bicycles to enhance and extend the range of transit and rail services.
  - b. Substitute short trips for various surface transportation modes.
  - c. Encourage healthy, active living and support recreational bike use.
  - d. Foster demand for bicycle infrastructure, including bike lanes and bike parking.
-

- e. Promote green transportation practices and reduce greenhouse gas emissions.
- f. Provide visitors and residents with an effective, equitable, and inclusive regional transportation option, catering to the elderly, low-income, and other underserved populations.
- g. Establish a financially sustainable bike share system.
- h. Develop a bike share system that functions seamlessly on a regional scale.
- i. Diminish the demand for personal vehicles while concurrently increasing access to micromobility options.
- j. Enhance sustainable transportation practices and reduce greenhouse gas emissions.
- k. Cultivate more livable communities and decrease the need for additional parking development in our urban core and commercial areas.

#### **4. SERVICES SOUGHT: MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS**

The Town of Acton and the Town of Concord piloted the Minuteman Regional Bike Share in 2023. With funding from MassDOT's Shared Streets and Spaces Program, the bike share program will expand to include Acton, Concord, Maynard and Lincoln. It is anticipated to include 7 stations and 44 bikes.

We anticipate that the successful respondent selected as the vendor/operator will serve the expanded stations and support the system as it grows.

Services provided by the successful respondent (Vendor), including the operation of the full Minuteman Regional Bike Share system for the duration of the contract (up to three years), with the initial year containing a contract with language specifying conditions of continuing in subsequent years from the date of this contract, with replacement parts and repairs as needed to ensure that bicycles, not lost to theft or vandalism, are useable during the entire three-year period. Note that this contract pertains exclusively to goods and services, with no provision for construction work.

**The services proposed for the Minuteman Regional Bike Share Program should include:**

- a. Respondents must outline a plan for collecting user revenues and distributing revenues proportionally based on the number of stations located in each participating Town by directing it to each participating Town individually.
  - b. The fee for services should be presented on a per-bike basis.
  - c. The Vendor may collaborate with the owner to develop and expand the system into interested communities, focusing on enhancing ridership access. This includes implementing incentives to increase members and rides.
  - d. The Vendor, in collaboration with the Town, may modify kiosks and bicycles to incorporate sponsor names or information.
-

- e. The Vendor commits to weekly meetings in the first quarter of operations and at least one meeting per month thereafter with the owner and/or Minuteman Bike communities to monitor the system.

## 5. QUALITY REQUIREMENTS FOR PROPOSALS

Proposers responding to this Request for Proposals (RFP) are required to furnish a comprehensive description outlining the manner in which the vendor intends to deliver the specified goods and services outlined herein. **Note that proposals that include operations for station-less/ dock less bike systems will not be considered.**

### A. Minuteman Regional Bike Share Program Operational Tasks

- i. Must provide flexibility in reusing some existing bike racks owned by participating Towns.
  - ii. Must provide 35 bikes compatible with rental software with the ability to add more bikes for future expansion.
  - iii. Must be a turnkey system solution which includes but is not limited to bikes, locks, clear instructions for users, regular bike maintenance, set-up/breakdown and storage for winter, additional call-in help/assistance for users.
  - iv. Must be able to include 9 adaptive bikes that are owned by the Town of Acton and the Town of Concord in the rental system.
  - v. Must have a web accessible rental platform and/or an application which is easy to use for visitors and uses both Wi-Fi and Bluetooth. Preference may be given to companies who can provide a web-based service. The application and system must allow for international users.
  - vi. Must provide the ability to offer discount codes and promotions.
  - vii. Must provide monthly reports including use and finances.
  - viii. Must be able to integrate with additional systems as needed, for example, neighboring communities, to allow for system expansion.
  - ix. Signage with information on how to use the bike share system should be featured at all stations.
  - x. Must allow branding/customization opportunities as well as incorporate maps of other stations, bicycle facilities, points of interest, and QR codes to access the Minuteman Bike website.
  - xi. Roll out of operations to begin no later than April 1, 2025.
  - xii. Bike balance and distribution services available as determined by the Owner.
  - xiii. Recovery of misplaced or lost bikes using a system of real time GPS tracking.
  - xiv. Must have a local bike mechanic to provide immediate service as needed (contact information must be provided). Services must include replacing or repairing any bikes in need of repair or maintenance including but not limited to replacing tires, chains, oil, pedals to ensure operability.
  - xv. Inspect, repair, cleaning and maintenance of bikes and docking stations and replacement of parts. Regular such maintenance shall be performed in order to meet the service level agreement below. Additional fee shall be specified on a per
-

parts basis if parts are specifically excluded in the proposed fee. This may include frame, and basket replacements. All such replacements must be pre- approved by the owner.

- xvi. Maintain maintenance and storage facility(ies) including winter storage if the system is closed for winter months. Vendor shall maintain insurance policy for storage. If intention is to close for winter months, describe willingness or threshold to determine when/if operations could transition to year-round use.

**B. Hours and Location of Work:**

- i. Minuteman Regional Bike Share shall operate 24 hours/day, seven days/week (with exceptions for extreme weather or other emergencies) for three seasons, at a minimum from April 1<sup>st</sup> through November 30<sup>th</sup> of each year.
- ii. Longer seasons are desirable when weather and station locations allow.

**C. Customer Service and Technical Support**

- i. IT Software, web and mobile app, messaging, map and bike availability per station in English and Spanish. Make available real time bike, dock and station/hub availability information for free to the public, including 3rd party app developers.
- ii. Back office support, fee collection and revenue distribution to owner, web page management. Monthly data reporting on participation and ridership, destinations etc., data given to the communities shall also include revenue collection from ridership. Must have financial software with the ability to track use and date through a back-end portal.
- iii. Customer Service / Call Center Interface with customer service to address unlocking issues, payments, memberships and other bike issues.

**D. Financial Transactions:**

- i. The Vendor shall be required to process and handle all payments, fees, penalties or other monetary transactions by users of the system.
- ii. The vendor is expected to adhere to Payment Card Industry (PCI) standards for data security and to safeguard financial and personal data of all participants. PCI DSS scans shall be made available when requested proving annual compliance, or in the case of a security breach.

**E. Marketing & Public Engagement:**

- i. Respondents must clarify how marketing, public engagement, and ridership promotion will be addressed, specifying whether it is included in the fee or requires an additional charge.

**F. Fee Structure:**

- i. Vendor shall describe fee structure in detail including ridership and membership levels, pay as you go and intervals each level achieves to ensure a balance
-

between encouraging ridership and maximizing community cost recovery for operations. Vendor shall describe any bulk purchase discounts or other measures to incentivize ridership.

**G. Access and Affordability:**

- i. Vendor shall explain the methods for ensuring access to unbanked or low-income riders, as well as individuals without smartphones and credit cards. Acceptable income verification proxies for discounted rates and memberships include evidence of program participation in SNAP/WIC and residency in public housing.

**H. Data Management and Reporting:**

- i. The vendor shall provide Minuteman Bike Share, at a minimum, with monthly data regarding the performance of the system sufficient to determine and document compliance with all Service Level Agreements (SLAs). The vendor will be expected to provide current performance measures on a real-time basis at the request of the participating entities.
  - ii. Data management and reporting shall include but is not limited to information on current system usage, costs and revenues, anonymized trips showing total origin and destinations from station to station and data required for grant compliance.
  - iii. The vendor will prepare monthly reports on a series of agreed-upon metrics and will outline plans for system improvement, where needed. The vendor is expected to provide aggregated anonymized data on the website that is available to the public, which includes at a minimum the information regarding ridership, fleet performance and safety, customer service, membership, and, without user names, raw data on the date, time, origin, and destination of every bicycle trip. The availability of data to the public is important to the participating entities to ensure that those investing in the systems see a return on investment for the use of public property and funds.
  - iv. Make available to the contracting entities real-time GPS data and routing visualizations, as well as origin-destination and segment-level ridership data;
  - v. All data shall be deemed the property of the owner. The Owner has the right to share data with researchers and other jurisdictions for secondary uses in the public interest, provided that the researchers commit to following industry best practices for data storage, access, and retention.
  - vi. Data shall not be sold or used for third party benefit without the consent of users.
  - vii. Vendor shall prove that they are in compliance with contractual requirements, industry standards, and laws regarding data privacy and consumer data protection. These include, but are not limited to: modern digital security methods, protocols for storage, access, retention, and deletion, and data breach plans.
  - viii. Vendor shall describe user agreements. Consent from users shall be received for collecting and using personal information with opt-in, not default consent terms individually; consent agreements should identify third parties who might have access to the data;
-

## I. INSURANCE REQUIREMENTS

- i. General Liability with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".
- ii. Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$1,000,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.
- iii. Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The Municipality should be named as an "Additional Insured".
- iv. Professional Liability (including but not limited to any architects, engineers, medical professionals) of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate.
- v. Cyber Liability of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate. The Municipality should be named as an Additional Insured.

## 6. SUBMISSION REQUIREMENTS

- Proposal Submissions consist of two components:
  - Non-Price Proposal
  - a Price Proposal (separate submittal)
- See Appendix C for Projectdog Electronic Submission Instructions.
- **It is emphasized that respondents are required to submit their Non-Price Proposal and Price Proposal separately.** Failure to comply with this requirement will result in the proposal being deemed non-responsive to this RFP.

**Any proposals received later than the proposal due date and time will not be considered.**

---

## **7. SUBMISSION REQUIREMENTS – REQUIRED FORMS**



**CERTIFICATE OF NON-COLLUSION AND TAX COMPLIANCE**

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

Duly Authorized Signatory Name

Date

---

Title

---

Contractor Company Name

**MUST BE RETURNED SIGNED WITH THE SUBMISSION**

---

**CERTIFICATE OF CORPORATE AUTHORITY**

The principal, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the board of directors of the below named firm as an authorized representative.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of person signing bid or proposal)

\_\_\_\_\_  
(Printed name of person signing bid or proposal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Business Phone Number)

**MUST BE RETURNED SIGNED WITH THE SUBMISSION**

---

**STATEMENT OF EXPERIENCE:**

The contractor declares that he has successfully accomplished similar work in the following places and offers the names and phone numbers designated as references to whom inquiries may be addressed:

---

---

---

---

---

---

---

---

The full name and addresses of all persons and parties interested in this Proposal as principals, is as follows:

---

---

---

---

---

---

---

---

**MUST BE RETURNED SIGNED WITH THE SUBMISSION**



## PRICE PROPOSAL FORM

### Minuteman Regional Bike Share Program Price Proposal Form:

Item	Price: USD Amount Per Year	*Price: USD Amount per bike per year	Service Notes Services described in this RFP including the attached Scope of Services and Contract
Operations:	\$	\$	
Back office IT (if not included in operations)	\$	\$	
Customer Service Call Center: (If not included in operations)	\$	\$	
<b>TOTAL</b>	\$	\$ (Per bike per Year)	
<b>TOTAL for 3 YEARS</b>	\$	\$	
Replacement Parts costs not included- must be delineated per part type			

\*To be used to evaluate costs to add stations and communities to the system.

The Price Proposal must include the information specified below. Respondents shall submit any additional required documentation or data as necessary to provide this information to the Town.

1. Provide details on achieving interoperability between existing Minuteman Bike bicycles, stations, software, and any proposed new equipment or software.
2. If replacement parts are excluded from base operational costs, clearly delineate and itemize each non-inclusive part along with its associated cost.
3. Describe the storage of bicycles, bike-share stations, and related equipment, including contingency costs.
4. Break down annual operations costs, covering system operation, equipment and website maintenance, re-balancing, user interface and service, user fees, sponsorship, advertising revenues, and vendor investments.
5. Specify how the required elements outlined in the SLA and Proposal Task Requirements section 2 will be addressed.

**MUST BE RETURNED WITH THE SUBMISSION SEPARATELY**

---

**NON-PRICE PROPOSAL FORM**

**Minuteman Regional Bike Share Program Proposer Information**

<p><b>Legal Entity Name of Vendor Company</b> Please provide any and all parent companies or affiliated companies or organizations.</p>	
<p><b>Company Address</b></p>	
<p><b>Company Phone Number</b></p>	
<p><b>Company Website (URL)</b></p>	
<p><b>Company Authorized Representative's Contact Information</b></p>	<p>Full Name: _____ Email: _____ Phone: _____</p>
<p><b>Description of company and the basis of vendor's expertise in offering a response to this Minuteman Regional Bike Share Program Request for Proposals</b></p>	

**MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION**

---

## NON-PRICE PROPOSAL FORM

### Minuteman Regional Bike Share Program Reference Information

Proposers must provide two (2) references that include communities wherein proposer has operated and provided bike sharing services. References shall include contact name, jurisdiction and nature of services provided and how they differ from the services sought for Minuteman Bike, if applicable.

**REFERENCE # 1:**

<b>Reference Name</b>	
<b>Reference Contact Information</b>	Full Name: _____ Email: _____ Phone: _____
<b>Jurisdiction and Nature of Services Provided</b>	
<b>Description of how the provided services relate to or differ from those sought for Minuteman Regional Bike Share Operations</b>	

**REFERENCE # 2:**

<b>Reference Name</b>	
<b>Reference Contact Information</b>	Full Name: _____ Email: _____ Phone: _____
<b>Jurisdiction and Nature of Services Provided</b>	
<b>Description of how the provided services relate to or differ from those sought for Minuteman Regional Bike Share Operations</b>	

**MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION**

---

## **8. INSTRUCTIONS TO PROPOSERS**

### **A. Read and Review the RFP:**

Prior to responding, submitting questions, or seeking clarifications, it is imperative that prospective proposers thoroughly review this RFP document in its entirety. If necessary, all questions and clarifications regarding this RFP should be directed to the Sustainability Office and Planning Department at the following emails: [sustainability@actonma.gov](mailto:sustainability@actonma.gov) and [planning@actonma.gov](mailto:planning@actonma.gov).

### **B. Non-Price Proposal:**

- i. Complete the attached Non-Price Proposal Form titled "Proposer Information" to provide the basic information about the respondent's company, contact information and brief description of your organization's expertise relevant to this RFP, as well as contact information for two references featuring communities where bike-sharing services were operated by the proposer.
- ii. Provide all of the qualitative information described in this RFP that should be considered by the Evaluation Committee, as described in section 6 ("EVALUATION COMMITTEE & SELECTION PROCESS") including the information provided in the following sections of this RFP: (1) INTRODUCTION: RFP FOR MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS, (2) SERVICES SOUGHT: MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS and (3) QUALITY REQUIREMENTS FOR PROPOSALS.

### **C. Price Proposal:**

Complete the Price Proposal Form titled "Minuteman Regional Bike Share Program Price Proposal Form" attached to this RFP. As described in the form, the Price Proposal Shall Include the following information, with attachments and reference material included as necessary:

- i. Details on how interoperability between existing Minuteman Bike bicycles, stations, software, and any proposed new equipment or software will be achieved.
- ii. A description of delineated replacement parts not covered in the base operational costs, specifying and itemizing each non-inclusive part along with its cost.
- iii. A description of storage arrangements for bicycles, bike-share stations, and related equipment, including contingency costs.
- iv. Break down operations costs, including annual expenses for system operation, equipment and website maintenance, re-balancing, user interface and service, user fees, sponsorship, advertising revenues, and vendor investments.
- v. Specify how the required elements outlined in the SLA and Proposal Task Requirements section 2 will be addressed.

### **D. Submit the Non-Price Proposal and Price Proposal as described in section 6 titled "SUBMISSION REQUIREMENTS": See Appendix C.**

---

- i. Responses that meet the general proposal requirements and quality requirements will be evaluated according to the criteria described in section 8 (“EVALUATION CRITERIA”). The proposers who meet the quality requirements shall be contacted by the Town to schedule interviews.
- ii. The Town of Acton will notify the selected vendor promptly after concluding the evaluation process is complete. The Town retains the right to transfer lead community status and the contract to another public or regional entity during the contract. Note that the successful proposer will sign the Minuteman Regional Bike Share Program contract electronically via DocuSign. The Town may cancel or reject any proposals, in whole or in part, if it deems such action in the best interest of the Town.

**E. Rule for Award, Launch, & Future Expansion:**

- i. Rule for Award: The Town will select the responsive and responsible vendor who submits the most advantageous proposal, taking into consideration the evaluation criteria and quality requirements described in this Request for Proposals document, as well as the proposal price.
- ii. Launch & Possible Expansion: The selected vendor shall have the opportunity to contract with the Town of Acton (lead community) to launch its Minuteman Regional Bike Share Program operations within each of the four (4) Minuteman Regional Bike Share communities. The Minuteman Regional Bike Share System may expand to additional communities and municipalities throughout the contract, in which case the vendor’s pricing and payment will be adjusted in accordance with the Vendor’s proposed price per bike (the per bike rate).

**9. EVALUATION COMMITTEE & SELECTION PROCESS**

The Evaluation Committee for the RFP for Goods & Services for the Minuteman Regional Bike Share Program Operations (the Evaluation Committee) will be drawn from representatives of the four member municipalities and the Minuteman Bike Steering Committee. The evaluation committee will evaluate and identify the most advantageous proposal of those received.

Non-Price proposals will be evaluated independently from price proposals. The Town, in consultation with the Evaluation Committee, will review all Non-Price proposals based on the comparative evaluation criteria as outlined in section 7 of this RFP (“EVALUATION CRITERIA”). The Town will convene the committee to review their evaluations and attempt to arrive at agreement on overall ratings of the Non- Price Proposals.

The Evaluation Committee will evaluate and interview all applicants and check references. The Committee will analyze the Price proposals and Non-Price components along with references and determine the most advantageous overall proposal, taking into consideration the ratings on all comparative evaluation criteria and price. While price is a factor in the final determination, proposals that are not the lowest in price may be selected for award. In selecting proposals that are not the lowest in price, the Town will explain in writing why the added benefits of the selected proposal justify the higher price.

---

The Town of Acton will make the final award and will promptly notify the selected vendor who submitted the most advantageous proposal identified upon conclusion of the evaluation process. The Town of Acton reserves the right to transfer its status of lead community and thus the contract to any other public entity member or regional public entity during the course of the contract.

## **10. EVALUATION CRITERIA**

Responses that meet the general proposal requirements and quality requirements stated in this RFP according to the following comparative evaluation criteria and weighted as follows.

The Responses will be evaluated in the following categories:

- Criterion 1 – Experience
- Criterion 2 – Experience with Operating Regional Bike Share System
- Criterion 3 – Experience with Maintenance and Operations of Bike Share Equipment
- Criterion 4 – Experience with Data Management and Distribution
- Criterion 5 – Customer Service/IT interface
- Criterion 6 – Firm Stability and Capacity

Described below are the characteristics that would make up a Highly Advantageous, Advantageous, Not Advantageous, and Unacceptable response in each of those categories.

### **Criterion 1- Experience**

- Highly Advantageous: Respondents deemed to be highly advantageous will show 3-5+ years of experience operating a bike share system.
- Advantageous: Respondents deemed advantageous will show 2-3 years of experience operating a bike share system.
- Not Advantageous: Respondents deemed not advantageous will show 1-2 years experience operating a bike share system.
- Unacceptable: Respondents deemed unacceptable will have less than 1-year experience operating a bike share system.

### **Criterion 2 – Experience with Operating Regional Bike Share System**

- Highly Advantageous: Respondents deemed to be highly advantageous will show experience operating a regional bike share system with four or more communities with 7 or more stations.
  - Advantageous: Respondents deemed to be advantageous will show experience operating a regional bike share system with three or more communities with 5 or more stations.
  - Not Advantageous: Respondents deemed to be not advantageous will show experience operating a regional bike share system with two communities with 3 or more stations.
-

- Unacceptable: Respondents deemed unacceptable have never operated a regional bike share system.

### **Criterion 3 – Experience with Maintenance and Operations of Bike Share Equipment**

- Highly Advantageous: Respondents deemed to be highly advantageous will show evidence of timely response to 95% or more of reported operations and maintenance issues during operating hours.
- Advantageous: Respondents deemed to be advantageous will show evidence of timely response to 70% or more of reported operations and maintenance issues during operating hours.
- Not Advantageous: Respondents deemed to be not advantageous will show evidence of timely response to 20% or more of reported operations and maintenance issues during operating hours.
- Unacceptable: Respondents deemed unacceptable will show evidence of timely response to 0-20% of reported operations and maintenance issues during operating hours.

### **Criterion 4 – Experience with Data Management and Distribution**

- Highly Advantageous: Respondents deemed to be highly advantageous will show experience and propose reporting on a monthly and annual basis of all ridership, revenue and membership statistics in graphic and spreadsheet format. Such graphics will be in a transportable format for easy visualization on a variety of web and mobile platforms.
- Advantageous: Respondents deemed advantageous will show experience and propose reporting on a monthly and annual basis of all ridership, revenue and membership statistics aggregated in spreadsheet format.
- Not Advantageous: Respondents deemed not advantageous will show experience and propose reporting on a monthly and annual basis of all ridership, revenue and membership statistics aggregated in a format not described in the highly advantageous or advantageous categories above.
- Unacceptable: Respondents deemed unacceptable will be those with no experience reporting and propose raw disaggregated data.

### **Criterion 5 – Customer Service/IT interface**

- Highly Advantageous: Respondents deemed to be highly advantageous will show evidence of customer service response availability to address issues 95% or greater during operating hours.
- Advantageous: Respondents deemed advantageous will show evidence of customer service response availability 80-94% during operating hours.
- Not Advantageous: Respondents deemed not advantageous will show evidence of customer service response availability 50-79% during operating hours.
- Unacceptable: Respondents deemed unacceptable will evidence of customer support response available less than 50% time during operating hours.

### **Criterion 6 – Firm Stability and Capacity**

---

- Highly Advantageous: Strong demonstration of financial stability and capacity to undertake the project. Demonstration of civic recognition, and overall excellent company reputation.
  - Advantageous: Strong demonstration of financial stability and capacity to undertake the project.
  - Not Advantageous: Adequate demonstration of financial stability and capacity.
  - Unacceptable: No information provided.
-

# Appendix A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

## PROFESSIONAL SERVICES AGREEMENT for [Description of Professional Services]

**PARTIES:**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between:

**Town of Acton**  
472 Main Street  
Acton, MA 01720  
Attn.: John Mangiaratti, Town Manager

and

[Name of Service Provider]  
[Address]  
Attn: \_\_\_\_\_

hereinafter called the "Town"

hereinafter called "Service Provider"

**PROJECT:**

The Town engages Service Provider to \_\_\_\_\_

**SCOPE OF SERVICES:**

Service Provider will \_\_\_\_\_

Its work will culminate in \_\_\_\_\_

A detailed description of the services to be performed is provided in the Response to Request for Proposals attached to this Agreement as Attachment 1.

The Town agrees that all services not expressly included in this Section or described in Attachment 1 are excluded from Service Provider's Scope of Services.

**COMPENSATION:** (check one)

**Lump sum fixed price:** The Town agrees to compensate Service Provider on a firm-fixed price basis in the amount of: \_\_\_\_\_.

**Time and materials:** Town agrees to compensate Service Provider for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Service Provider's performance be greater than the estimated amount shown below, Service Provider will notify Town and provide a revised estimate for Town's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: \_\_\_\_\_ (Attach Rate Schedule)

Other Direct Costs (Reimbursed at cost plus \_\_\_\_ % mark-up):

TOTAL estimated time and materials cost: \_\_\_\_\_

In addition to the Agreement amount, the Town assumes full responsibility for the payment of any applicable sales, use or value-added taxes under this Agreement, except as otherwise specified. Any additional services will only be provided if the parties agree on a mutually-satisfactory compensation.

## TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** The signing of this Agreement by the Town and Service Provider will serve as written authorization for Service Provider to proceed with the services called for in this Agreement.
2. **ENTIRE AGREEMENT.** This Agreement, including cover page and attachments incorporated herein by reference, represents the entire agreement between Service Provider and the Town, and supersedes all prior negotiations, representations, or agreements, either written or oral between Service Provider and the Town. This Agreement may be altered only by written instrument signed by authorized representatives of both the Town and Service Provider.
3. **TOWN'S RESPONSIBILITY.** The Town shall provide or make available to Service Provider any information and documents, including but not limited to maps, plans or other information, within the Town's possession concerning the location of **[the project]** that is reasonably accessible and requested in order to properly complete the work. The Town will provide assistance to Service Provider in the performance of the duties under this Agreement by agreeing to have representatives meet with Service Provider and to facilitate any public meeting concerning **[the project]**, if required.
4. **SERVICE PROVIDER'S RESPONSIBILITY.** Service Provider shall perform the Scope of Services as described in this Agreement within the Project Schedule attached as part of Attachment 1.
5. **TERM:** This Agreement shall take effect on the Effective Date and expire on the completion of the tasks described in the Scope of Services, and in any event, by **[Termination Date]**, unless extended in writing signed by all Parties.
6. **COMPLIANCE WITH APPLICABLE LAWS.** This Agreement and all work conducted thereunder shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts. Service Provider must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future which are applicable at any time to Service Provider pursuant to its obligations during the work performed pursuant to this Agreement. Service Provider and any of its subcontractors, agents, servants, and or employees shall obtain at their sole cost and expense, all required permits, franchises, approvals, licenses and or certificates necessary for the performance of his obligations pursuant to this Agreement. Service Provider agrees that, to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws of Massachusetts concerning Conflict of Interest. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement. Service Provider shall not contract with or employ an Assessor or other municipal employee of the Town in connection with the revaluation project.
7. **CHANGES AND DELAYS.**
  - (a) Work beyond the Scope of Services shall constitute extra work and shall be paid in addition to any other payment provided for in this Agreement, at Service Provider's rates for base contract work, provided that such funds have been properly appropriated by the Town. In the event Service Provider's work is interrupted due to delays caused solely by the Town or other delays entirely outside of Service Provider's control and unforeseeable, Service Provider shall be compensated for its actual costs (based on Service Provider's current rate or fees) for the additional labor or other reasonable and necessary charges associated with being required to maintain its work force for the Town's benefit during the delay; or at the option of the Town, for reasonable charges incurred by Service Provider for demobilization and subsequent remobilization.
  - (b) If, during the course of performance of this Agreement, conditions or circumstances are discovered which were reasonably not contemplated by Service Provider at the commencement of this Agreement, Service Provider shall notify the Town in writing of the newly discovered conditions or circumstances and the impact on the Agreement. The Town and Service Provider agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement in the event Service Provider incurs or proves it will incur actual additional costs caused by the newly discovered conditions and circumstances .
  - (c) The Town acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall Service Provider be bound to any terms and conditions on such form regardless of reference to or signature. Town shall endeavor to reference this Agreement on any purchase order (or any other form), but the Town's failure to do so shall not operate to modify this Agreement.

- 8. PAYMENT AND SUSPENSION.** The Town's payment obligations are made expressly subject to authorized appropriation. Unless otherwise stated in Attachment 1, invoices will be submitted by Service Provider to the Town either at the completion of the work or on a monthly basis, as mutually agreed by the parties prior to performance of the work, and will be due and payable within 30 days of the invoice date. In the event the Town disputes all or part of an invoice, the Town will advise Service Provider in writing within thirty (30) days of receipt of the invoice being disputed. Service Provider may suspend performance of services under this Agreement only if: (1) the Town fails to make payment for work completed and approved by the Town in accordance with the terms hereof within thirty (30) days, or (2) the Town becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors. If any such suspension causes an increase in the time required for Service Provider's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period. Such increase in period for performance shall be the Service Provider's sole remedy against the Town for any such delay or suspension, notwithstanding any provision to the contrary elsewhere in this Agreement, and Service Provider shall not be entitled to recover any monetary costs.
- 9. DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: (1) conference of the technical and contractual personnel for each party performing this Agreement, within 14 days of a request by either party, (2) conference by executive management of each party, within 7 days of the preceding conference required by subsection (1), (3) by mediation of the parties by a neutral third party mediator that is acceptable to both parties, and (4) through litigation in a court of competent jurisdiction. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees. Service Provider shall continue to perform all services required under this Agreement during the pendency of any dispute, and may suspend work only as provided in Paragraph 8 of this Agreement.
- 10. STANDARD OF CARE.** In the performance of professional services, Service Provider will use that level of care and skill ordinarily exercised by reputable members of the Service Provider's profession currently practicing in the same locality under similar conditions, and for projects of similar scope and complexity.
- 11. FORCE MAJEURE.** A party shall not be considered in default due to any failure in performance of this Agreement in accordance with its terms if such failure arises out of a cause beyond its reasonable control, such as acts of nature, and without its fault or negligence; provided that such party has acted diligently to perform as the circumstances permit. Notwithstanding, time shall remain of the essence to the parties' obligations hereunder.
- 12. LIMITATION OF TOWN'S LIABILITY.** In no event shall the Town be liable for anticipated profits or for incidental or consequential damages. The Town's liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from the Contract or from the performance or breach thereof shall not exceed the price allocable to the Services or unit thereof which gives rise to the claim. The Town shall not in any event be liable for penalties of any description.
- 13. INDEMNITY.** Service Provider agrees to hold harmless and defend the Town in the event of any claim, liability, cause of action, penalties, damages, losses, suits and the costs and expenses incident thereto arising from the negligent performance of Service Provider's duties pursuant to this Agreement or the Service Provider's noncompliance with the Agreement.
- 14. INSURANCE.** Service Provider is responsible for providing and maintaining insurance coverage for this Agreement in the following types: (1) worker's compensation insurance at statutorily required levels, (2) comprehensive general liability insurance, and (3) automobile liability insurance for bodily injury and property damage. Before undertaking the performance of services pursuant to this Agreement, Service Provider shall provide to the Town proof of such insurance coverage. The Service Provider's insurance shall be endorsed to include the Town as an additional insured.
- 15. INDEPENDENT CONTRACTOR:** Service Provider will act as an independent contractor in the performance of Services and all duties under the Agreement. Accordingly, Service Provider acknowledges that neither Service Provider nor Service Provider's employees, subcontractors, or agents will be eligible for any benefits provided by the Town employees. Service Provider shall be solely responsible for payment of all employment-related taxes arising out of Service Provider's activities under the Agreement, including without limitation, Federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees where applicable. Service Provider shall not represent directly or indirectly that it is an agent or legal representative of the Town, nor shall Service Provider incur any liabilities or obligations of any kind in the name of or on behalf of the Town except as otherwise specifically provided in the Agreement.

- 16. **RESPONSIBILITY.** Service Provider is not responsible for the completion or quality of work that is dependent upon or performed by the Town or third parties not under the direct control of Service Provider, nor is Service Provider responsible for the acts or omissions of the Town or third parties not under the control of Service Provider or for any damages resulting therefrom.
- 17. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Service Provider, are for the exclusive use of the Town for the project specified. No other use is authorized under this Agreement. The Town will not distribute or convey Service Provider's reports or recommendations to any person or organization other than those identified in the project description without Service Provider's written authorization, or as otherwise required by law.
- 18. **TERMINATION.** Either party may terminate this Agreement without cause upon seven (7) days written notice to the other. In the event of a termination, the Town shall pay for all reasonable charges for work performed by Service Provider to date of notice of termination. Service Provider shall turn over to the Town all work product for which the Town has paid through the date of termination.
- 19. **ASSIGNMENT.** Neither Party shall assign its interest in this Agreement without the written consent of the other.
- 20. **GOVERNING LAW.** This Agreement is governed by the laws of the Commonwealth of Massachusetts.
- 21. **CONSTRUCTION.** All Parties have participated in the drafting of this Agreement. Therefore, any ambiguity shall not be construed against any one Party as the drafter. This Agreement may be executed as multiple originals, each of which shall be an original and all of which together shall constitute one and the same instrument.
- 22. **SEVERABILITY.** If any provision of this Agreement or any part thereof shall be found by a court of competent jurisdiction to be invalid or illegal, the remainder of this Agreement, or the remainder of such provision, shall remain in full force and effect.
- 23. **NOTICE.** Any Notice required or contemplated by this Agreement shall be valid if delivered by hand delivery, Overnight Courier or email with return receipt as follows unless notified in writing of a change:

To Town:

John Mangiaratti, Town Manager  
 472 Main Street  
 Acton, MA 01720  
[jmangiaratti@acton-ma.gov](mailto:jmangiaratti@acton-ma.gov)

To **[Service Provider]**:

**[Service Provider Representative]**  
**[Address]**  
 \_\_\_\_\_

The Town and Service Provider acknowledge that each has read and agrees to these Terms and Conditions, which are incorporated herein and made a part of this Agreement, and that each individual signing below has the authority to bind the party for which he or she is signing.

**THE TOWN OF ACTON**  
**Town Manager**

**[SERVICE PROVIDER]**

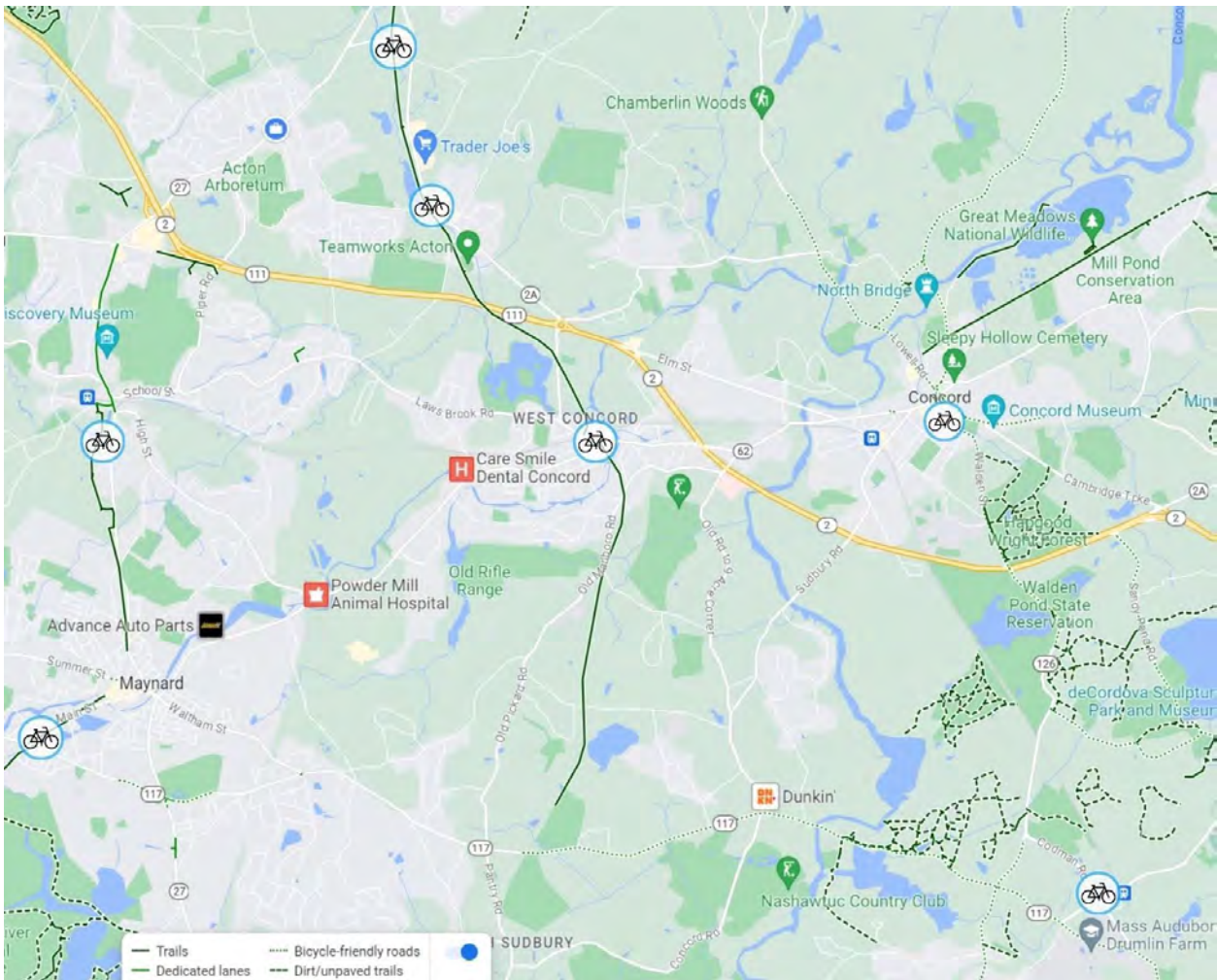
By: \_\_\_\_\_  
 John S. Mangiaratti  
 Date: **[Date]**

By: \_\_\_\_\_  
 Title: **[Title of Service Provider Representative]**  
 Date: **[Date]**

**ATTACHMENT 1**  
**Service Provider's Proposal**

DRAFT

## Appendix B: MAP & LOCATIONS OF ANTICIPATED MINUTEMAN REGIONAL BIKE SHARE SYSTEM



*Minuteman Regional Bike Share Station Locations Map*

## Appendix C: RFP Electronic Submission Instructions

### RFP Electronic Submission Instructions



Technical and Price Proposals shall be submitted electronically at [www.Projectdog.com](http://www.Projectdog.com), **project code 865652**. Hard copy Proposals will not be accepted by the Awarding Authority. Tutorials and instructions are available online at [www.Projectdog.com](http://www.Projectdog.com). For assistance, contact Projectdog, Inc. at 978.499.9014, Monday – Friday, 8:00 a.m. to 5:00 p.m., ET.

Applicants must complete and combine each Proposal separately in single, unrestricted PDF formatted files. Applicants must fill in all required fields and signatures either digitally or manually (print, fill-in, and scan to PDF).

The Projectdog.com E-Bidding System is accessed by entering the Project Code in the project locator box and then selecting “Sub E-Bid” from the project’s “Project Details” page. Select “GO” from the Bidding Trades table to load the Proposal Submission page.

Upload each requested Proposal by selecting “Add File” on the Proposal Submission page. **Each uploaded file should then be verified by selecting “View File”**. Uploaded files may be replaced at any time prior to the designated deadline by selecting “Replace File”.

**Applicants must select “Submit my E-Bid” prior to the designated deadline to officially submit their Proposals online.** A confirmation email will be sent to the Applicant upon successful submission. Applicants shall contact Projectdog if the email is not received.

Proposals may be modified or withdrawn prior to the designated deadline by selecting “Retract My E-Bid” from the Proposal Submission page. A confirmation email will be sent to the Applicant upon successful retraction. Applicants shall contact Projectdog if the email is not received.

Any amendment to the RFP shall be issued through written addenda and posted to the Projectdog website accompanied by email notification to every individual or firm on record as having received the RFP documents. Hard copies of addenda will not be mailed or faxed. It shall be the sole responsibility of the Applicant to ascertain the existence of any and all addenda. Failure of any Applicant to receive any addendum shall not relieve such Applicant from any obligation imposed by such addendum. Applicants may be required to acknowledge and certify receipt of addenda on the appropriate RFP Submission Form.

Applicants shall confirm online that their Proposals have been submitted successfully. Timely submission of Proposals shall be the full responsibility of each Applicant. The server clock is displayed on the Proposal Submission page and is the official time of record. It is also the Applicant’s responsibility to ensure that their Proposals are 100% true, complete, and accurate.

---





# REQUEST FOR PROPOSALS: GOODS & SERVICES FOR MINUTEMAN REGIONAL BIKE SHARE PROGRAM- ACTON, CONCORD, LINCOLN, MAYNARD

**OPERATIONS 2025 – 2027**

**02/4/2025 - 1121 Addendum 1, January 29, 2025**

## ***Proposal Due Date Extension:***

**General Information:** The due date for this RFP has been extended until February 6, 2025 at 1:00 PM.

## ***Changes to Language Regarding Minimum Number of Bikes Provided and SLA:***

### 3. INTRODUCTION: RFP FOR MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS

- Change to “The successful bidder will operate and maintain at least 7 stations **with at least 34 bikes**, including 9 adaptive bikes owned by the Town of Acton and Town of Concord, throughout the regional Minuteman Regional Bike Share system.

### 4. SERVICES SOUGHT: MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS

- Change to “With funding from MassDOT’s Shared Streets and Spaces Program, the bike share program will expand to include Acton, Concord, Maynard and Lincoln. It is anticipated to include 7 stations and at least **34 bikes**.”

### 5. QUALITY REQUIREMENTS FOR PROPOSALS

- A. Minuteman Regional Bike Share Program Operational Tasks - ii.
  - ii. Change to “Must provide **a minimum of 28 bikes** compatible with rental software with the ability to add more bikes for future expansion”

- H. Data Management and Reporting - i
  - i. Change to “The vendor shall provide Minuteman Bike Share, at a minimum, with monthly data regarding the performance of the system sufficient to determine and document compliance with expectations outlined in Section 5: QUALITY REQUIREMENTS FOR PROPOSALS. The vendor will be expected to provide current performance measures on a real-time basis at the request of the participating entities.

## 7. SUBMISSION REQUIREMENTS – REQUIRED FORMS

- PRICE PROPOSAL FORM
  - Change to “5. Specify how the required elements outlined in the ~~SLA and~~ Proposal Task Requirements section 2 will be addressed”

## 8. INSTRUCTIONS TO PROPOSERS

- C. Price Proposal:
  - Change to “v. Specify how the required elements outlined in the ~~SLA and~~ Proposal Task Requirements section 2 will be addressed.”

## **QUESTION and ANSWERS**

### **Question 1:**

- The RFP keeps referring to the Service Level Agreement; however, no SLAs are provided in the RFP. Can you please provide guidance on this matter?

**Answer:** This was our error, there is no Service Level Agreement detailed in the RFP. Please refer to Section 5: QUALITY REQUIREMENTS FOR PROPOSALS for service expectations.

### **Question 2:**

- Which type of 35 bikes are needed by the participating towns? Pedal bikes or e-bikes?

**Answer:** The participating Towns are requesting pedal bikes only. This program will not include e-bikes. We will require a minimum of 28 pedal bikes to be provided with the potential to add additional bikes depending on the amount of grant funds available.

### **Question 3:**

- Have the locations for seven (7) stations been identified?

**Answer:** The locations for the 7 stations have been identified. A map showing the locations is shown in Appendix B of the RFP on page 28. While we anticipate these will be the final locations for the 7 stations, one or multiple locations may change according to resources and desires of the participating Towns. The coordinates of the proposed locations are as follow:

- Bruce Freeman Rail Trail, Acton - Brook Street: 42.493945, -71.418839

- Bruce Freeman Rail Trail - East Acton Village: 42.478099, -71.414140
- South Acton MBTA Station (adjacent to the Assabet River Rail Trail): 42.460536, -71.457566
- Maynard Town Hall (adjacent to the Assabet River Rail Trail) - 42.430260, -71.461528
- Bruce Freeman Rail Trail - West Concord MBTA Station: 42.458555, -71.394066
- Concord Center: 42.460299, -71.350927
- Lincoln MBTA Station Station (160 Lincoln Road): 42.413566, -71.325414

**Question 4:**

- The total funding from MassDOT is \$187,450, which will not be sufficient to launch and operate a bikeshare program with 44 bikes for three years. Our questions are as follows: What is the town's plan for addressing this funding gap? Will it be filled through private and public sponsorships? Does the city expect any assistance from the selected vendor in securing additional funding?

**Answer:** The Towns plan to fully fund this bike share program with grant funds and revenues from riders. If the Towns find they do not have sufficient funds to operate the program as currently planned, they will make adjustments such as reducing the total number of bikes (maintaining a minimum of 28) or increasing rider fees to cover any funding gaps. If the Towns do not have sufficient funds to support the program for three years, they reserve the right to terminate the program. The Towns do not anticipate funding the program through private or public sponsorships. The Towns do not expect assistance from the selected vendor in securing funding at this time.

**Question 5:**

- Have any potential sponsors been contacted to help bridge this gap? If discussions have begun, please provide insights into the status of these talks and any expected contributions.

**Answer:** No potential sponsors have been contacted to help bridge this funding gap.

**Question 6:**

- Considering that a comprehensive response is required, can the town consider extending the deadline for this RFP?

**Answer:** We have extended the deadline by 2 days. All proposals are now due by Thursday, February 6th, 2025 at 1:00pm.

**Question 7:**

- Are there plans to scale this pilot into a permanent program if successful? If so, what criteria would determine success?

**Answer:** There are not currently any plans to scale this pilot into a permanent program. This regional bike share program is grant funded, so future grants or a system for stable funding would allow us to consider establishing a permanent program.

**Question 8:**

- Will the vendor have the opportunity to renegotiate terms or extend the contract if the program is successful?

**Answer:** If the Towns receive funds to continue the regional bike share program, they may choose to renegotiate terms, extend the contract, or go out to bid again.

**Question 9:**

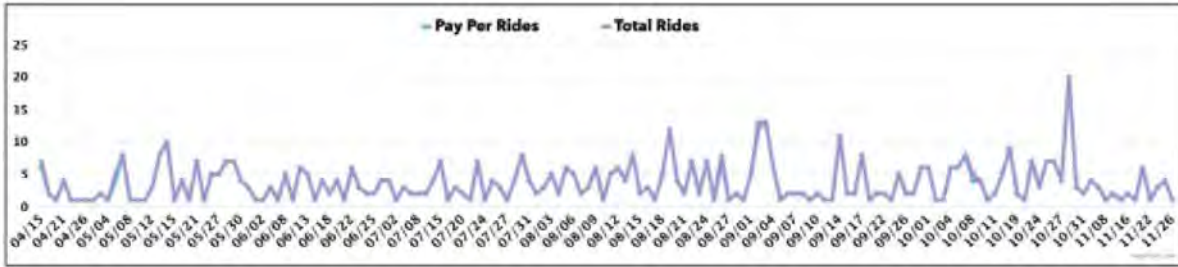
- Would the city consider allowing the vendor to reinvest a portion of the shared revenue into system expansion or improvements?

**Answer:** Yes, the Towns would consider allowing reinvesting the shared revenue into system expansion or improvements.

**Question 10:**

- To support our proposal, we would like to request access to data from the previously piloted Minuteman Regional Bike Share system in Acton and Concord, including membership data.

**Answer:** Please see Concord's data from the piloted Minuteman Regional Bike Share System below.



Rides This Year



Total Miles



Total Calories



CO2 Reduction

**Full, Year Financial Breakdown:**

**1. Members**

Daily Commuter (\$40):	0 Users
Patriots Day (\$10):	0 Users
Total Rides (This Month):	0
Total Gross Revenue:	\$ 0.00
Membership Fee (1 %):	\$ 0.00
Total Refund amount:	\$ 0.00
<b>Total membership revenue:</b>	<b>\$ 0.00</b>

**2. Pay-per-ride:**

Total Rides (This Month):	562
Total Gross Revenue:	\$ 1871.24
Transaction Fee (1 %):	\$ 17.31
Commission Fee (\$ 1):	\$ 540.00
Refunded amount:	\$ 140.60
<b>Total PPR Revenue:</b>	<b>\$ 1173.33</b>

Full, Year, 2023 Total Net Revenue: **\$1173.33**

**REQUEST FOR PROPOSALS: GOODS & SERVICES FOR MINUTEMAN  
REGIONAL BIKE SHARE PROGRAM- ACTON, CONCORD, LINCOLN,  
MAYNARD**

**OPERATIONS 2025 – 2027**

**02/4/2025 - 1121 Addendum 2, January 30, 2025**

***Changes to Language Regarding Number of Adaptive Bikes and Total Number of Bikes Included in Program:***

**3. INTRODUCTION: RFP FOR MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS**

- Change to “The successful bidder will operate and maintain at least 7 stations with a total of at least **35** bikes, including **7** adaptive bikes, owned by the Town of Acton and Town of Concord, throughout the regional Minuteman Regional Bike Share system.”
- Change to “The Owner seeks to select a vendor who can maintain, develop, and enhance the Minuteman Regional Bike Share program beginning in the spring of 2025 and beyond using communities’ existing bicycle racks and **7** adaptive bikes.”

**4. SERVICES SOUGHT: MINUTEMAN REGIONAL BIKE SHARE PROGRAM OPERATIONS**

- Change to “With funding from MassDOT’s Shared Streets and Spaces Program, the bike share program will expand to include Acton, Concord, Maynard and Lincoln. It is anticipated to include 7 stations and **35** bikes.”

**5. QUALITY REQUIREMENTS FOR PROPOSALS**

- A. Minuteman Regional Bike Share Program Operational Tasks - iv.
  - o iv. Change to “Must be able to include **7** adaptive bikes that are owned by the Town of Acton”.

## **EXHIBIT B**

1. Notice to Proceed from the Massachusetts Department of Transportation



Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Monica Tibbitts-Nutt, Secretary & CEO



AGREEMENT  
NOTICE TO PROCEED

December 18, 2024

Town of Acton  
472 Main Street  
Acton, MA 01720

Agreement Number: 128606  
Action Item #: 11  
Action Item Date: December 18, 2024

Dear Lauren West:

Enclosed is a signed copy of your agreement with the Massachusetts Department of Transportation.

This agreement is relative to the Shared Streets and Spaces program, in the amount of \$187,450.00, in Acton.

In accordance with the terms of this agreement, you are hereby notified to commence work on December 15, 2024. The work is scheduled to be completed on December 31, 2027.

Thank you,

*Miguel A. Sanchez*

Miguel A. Sanchez  
Supervisor, Contracts & Records

MS/lr  
cc: Fiscal  
Contracts & Records


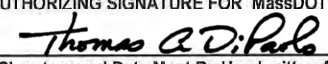
E-Mail: Kristen Rebelo  
Lyris A. Liautaud



# MASSDOT STANDARD CONTRACT FORM

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CW

<b>CONTRACTOR LEGAL NAME:</b> Town of Acton (and d/b/a):	<b>DEPARTMENT NAME:</b> Massachusetts Department of Transportation
<b>Legal Address:</b> 472 Main Street, Acton MA 01720	<b>MMARS Department Code:</b> DOT
<b>Contract Manager:</b> Lauren West	<b>Business Mailing Address:</b> 10 Park Plaza, Room 7130, Boston, MA 02116
<b>E-Mail:</b> lwest@acton-ma.gov	<b>Billing Address (if different):</b>
<b>Phone:</b> _____ <b>Fax:</b> _____	<b>Contract Manager:</b> Lyris A. Liautaud, Deputy Director of Project Management
<b>Contractor Vendor Code:</b> VC0000100952	<b>E-Mail:</b> Lyris.liautaud@dot.state.ma.us
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD_001. (Note: The Address Id Must be set up for EFT payments.)	<b>Phone:</b> _____ <b>Fax:</b> _____
	<b>MMARS Doc ID(s):</b> CT DOT 0432 INTF00X02025A0128606
	<b>RF/Procurement or Other ID Number:</b> Ch176Acts2022
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ ____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget)
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding <input checked="" type="checkbox"/> <u>MassDOT TERMS AND CONDITIONS</u> <input type="checkbox"/> MassDOT IT TERMS AND CONDITIONS	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>187,450.00</u>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>The Town of Acton is participating in MassDOT's FY'24 Shared Streets and Spaces Program.</b>	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20 ____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20 ____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>December 31, 20 27</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions <a href="http://transnet/docs/ComApp/MassDOTTermsandConditions.doc">http://transnet/docs/ComApp/MassDOTTermsandConditions.doc</a> or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>12/2/24</u> (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: <u>John Mangiaratti</u> Print Title: <u>Town Manager</u>	<b>AUTHORIZING SIGNATURE FOR MassDOT:</b> X:  Date: <u>12/15/24</u> (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: <u>Thomas A. DiPaolo</u> Print Title: <u>Assistant Chief Engineer</u>



Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Monica Tibbitts-Nutt, Secretary and CEO  
Jonathan L. Gulliver, Highway Administrator



July 30, 2024

Nora Masler  
Town Planner  
Town of Acton  
472 Main Street  
Acton, MA 01720

Via email: [nmasler@actonma.gov](mailto:nmasler@actonma.gov)

Dear Nora Masler:

Thank you for your submission to the Shared Streets and Spaces Program during the Fiscal Year 2024 application solicitation. I am pleased to notify you that Acton's Bikeshare Equipment application for Minuteman Regional Bike Share has been approved for \$187,450.00.

Awarded municipalities will enter into a contract with MassDOT for the completion of approved work. A member of the Community Grants Group will reach out shortly to gather all necessary information to begin the contracting process. It is anticipated that the Notice to Proceed (NTP) for this award will be issued by November 1, 2024, and the deadline for all contracted work will be December 31, 2026. MassDOT-funded work may not proceed until the NTP is issued.

Reimbursement requests are processed by your District State Aid Engineer on MassDOT's Grant Central. Learn more about this process as well as other implementation details for the program at: <https://madothway.my.site.com/GrantCentral/s/>.

Please email [SharedStreets@dot.state.ma.us](mailto:SharedStreets@dot.state.ma.us) with questions related to this award. Thank you for your commitment to improving safety, access, and mobility for all roadway users in your community and for your participation in the Shared Streets and Spaces Program.

Sincerely,

Jonathan L. Gulliver  
Highway Administrator

cc: Kristen Rebelo, MassDOT Community Grants Program Administrator

**From:** [Fitzgerald, Michael W. \(DOT\)](#)  
**To:** [Litchfield, Paul L. \(DOT\)](#)  
**Subject:** FW: Acton - New Shared Streets Agreement  
**Date:** Wednesday, November 13, 2024 9:35:47 AM  
**Attachments:** [CT 128606 Acton FY24 Shared Streets Contract Package KR Signed 10.30.24.pdf](#)  
**Importance:** High

---

Hi Paul,

Please process this Shared Streets. You can atleast get it started before you go and finish up when you come back.

Had fun yesterday. Great course.

Mike

---

**From:** Vaillancourt, Amber (DOT) <Amber.Vaillancourt@dot.state.ma.us>  
**Sent:** Friday, November 1, 2024 9:47 AM  
**To:** Fitzgerald, Michael W. (DOT) <Michael.Fitzgerald@dot.state.ma.us>; DOT Consultant Contracts <DOT.consultantcontracts@dot.state.ma.us>  
**Cc:** Rebelo, Kristen E. (DOT) <Kristen.E.Rebelo@dot.state.ma.us>  
**Subject:** Acton - New Shared Streets Agreement  
**Importance:** High

Good Morning, Mike,

Please find attached and below the details for a new Shared Streets and Spaces agreement for Acton. The appropriation is 6921-2109. The award letter is attached as the last page in the package above.

**Contract # 128606**

Muni: Acton

Expiration: **December 31, 2027** (one with later contract date)

Amount: \$187,450.00

FY25 – 30%

FY26 – 30%

FY27 – 30%

FY28 – 10%

Local contact: Lauren West, [lwest@acton-ma.gov](mailto:lwest@acton-ma.gov)

Thank you,  
Amber

**Amber Vaillancourt**

She/her/hers

Community Grants Coordinator

Highway Division

Massachusetts Department of Transportation

10 Park Plaza, Suite 7410

Boston, MA 02116

[amber.vaillancourt@dot.state.ma.us](mailto:amber.vaillancourt@dot.state.ma.us)

Shared Streets and Spaces Program  
Bikeshare Equipment  
Grant Agreement

Agreement Number: 128606

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

Municipality: Acton

Project: Minuteman Regional Bike Share - Shared Streets and Spaces Program

---

This Bikeshare Equipment Grant Agreement (“Agreement”) is made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called “MassDOT”, and the City/Town of Acton, (hereinafter called the “MUNICIPALITY”), as set forth below:

WHEREAS, MassDOT administers the Shared Streets and Spaces Grant Program, which provides funding to municipalities and public transit authorities to quickly implement improvements in public spaces to support public health, safe mobility, and commerce; and

WHEREAS, the MUNICIPALITY desires funding to support certain capital costs and/or operating and maintenance expenses of its bikeshare program (the “Project”) in accordance with its approved Shared Streets and Spaces Application, attached hereto as Exhibit A, and

WHEREAS, the scope of work for the Project is described in Exhibit A (“Scope of Work”), and is in accordance with the project approvals from the Shared Streets and Spaces Program, and

WHEREAS, the total estimated cost for the Project is \$187,450.00, as described within Exhibit B, (the “Project Cost Estimate”), and

WHEREAS, MassDOT has reviewed the Project’s items of work described within Exhibit B to ensure they are commensurate with the Project’s Scope of Work, and

WHEREAS, MassDOT has agreed to partially or wholly fund the Project in accordance with the terms, conditions and provisions set forth below.

NOW THEREFORE, in consideration of the obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, MassDOT and the MUNICIPALITY hereby agree, each with the other, as follows:

## **1.0 MUNICIPALITY'S OBLIGATIONS**

- 1.1 MUNICIPALITY shall be solely responsible for the implementation of the Project. All work that MUNICIPALITY performs, or causes to be performed, for the Project shall be done in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including, but not limited to, procurement laws, which relate to or in any manner affect the Project work. MUNICIPALITY's failure to comply with this provision shall constitute a material breach of this Agreement.
- 1.2 MUNICIPALITY shall provide by its own municipal employees, contractors, and/or subcontractors all necessary labor materials, equipment and other services to perform said Project in accordance with the Scope of Work set forth in Exhibit A.
- 1.3 If construction is to be performed as part of the Project, MUNICIPALITY shall comply with all MassDOT Chapter 90 Program ("Program") prequalification requirements, policies, and procedures for horizontal construction projects. If the use of a prequalified contractor is required for the Project work pursuant to Program requirements, the contractor shall be approved in accordance with MassDOT's prequalification process, the application forms for which are located on mass.gov, under Prequalification of Horizontal Construction Firms. In addition, any and all construction activities and/or related work shall be in conformance with any and all MassDOT policies and procedures.

MUNICIPALITY shall also be solely responsible for the installation of adequate safety precautions for the protection of the travelling public and all project personnel during

construction operations, if any. MUNICIPALITY shall, at its sole expense, identify, furnish, and maintain adequate traffic control devices for the protection of the travelling public and working personnel during the construction operations. The design, application, and installation of all devices shall conform to MassDOT's "Standard Drawing for the Development of Temporary Traffic Control Plans" and the Amendments to the Manual on Uniform Traffic Control Devices. In no event shall MassDOT be responsible for any failure of the MUNICIPALITY to provide adequate safety precautions and protections during construction operations. MUNICIPALITY's failure to comply with this provision, Section 1.3, shall constitute a material breach of this Agreement.

- 1.4 MUNICIPALITY shall not commence work on the Project until MassDOT has issued a written Notice to Proceed to MUNICIPALITY. Prior to commencing Project work, MUNICIPALITY shall, at its sole expense, obtain any and all easements, permits (including environmental permits), licenses, approvals, or other permissions which may be necessary for the performance of Project work. Upon MassDOT's request, MUNICIPALITY shall demonstrate such acquisitions and/or provide copies of all easements, permits, licenses, approvals, or other permissions acquired. MassDOT's Environmental Punch list must be signed by the authorized municipal official, hereby attached and labeled as Exhibit C.
- 1.5 The MUNICIPALITY shall complete the Project by the Agreement's Expiration Date unless an extension of time is granted by MassDOT pursuant to Subsection 5.2 below. Work performed after this Agreement's Expiration Date shall not be eligible for reimbursement.
- 1.6 Upon the completion of the Project, MUNICIPALITY shall promptly complete the Final Project Report provided by MassDOT. MUNICIPALITY shall also provide photographs and all relevant metrics for bicycle, pedestrian, transit, and outdoor programming requested by MASSDOT.

## **2.0 GRANT FUNDING AND METHOD OF REIMBURSEMENT**

- 2.1 Except as provided in Sections 1.3 above and 2.2 below, and subject to the availability of funds and other terms and conditions of this Agreement, MassDOT will reimburse MUNICIPALITY for the actual costs incurred to complete the Project up to, but not exceeding, the amount approved in EXHIBIT B. All costs incurred must be approved by MassDOT prior to reimbursement, and MassDOT's determination of eligible and approved costs shall be final in all cases. Any Project costs above this amount shall be borne by MUNICIPALITY.
- 2.2 MUNICIPALITY shall bear all costs and expenses associated with any acquisition of rights-of-way and permitting (including environmental permitting) necessary to perform its obligations hereunder.
- 2.3 During the course of the Project, MUNICIPALITY may present monthly progress bills of the incurred costs for approval and reimbursement by MassDOT. All reimbursement requests by Municipality shall be made in accordance with MassDOT's procedures for Chapter 90 funded projects using the applicable Chapter 90 forms ("Forms") required by MassDOT. MUNICIPALITY shall electronically submit the completed Forms and supporting documentation to MassDOT's District State Aid Engineer after expenses are incurred for review and processing.
- 2.4 Upon the completion of the Project to the satisfaction of MassDOT and the MUNICIPALITY, written notification shall be given to MassDOT's District Highway Director by the MUNICIPALITY that said work has been completed and, within 120 days thereof, the MUNICIPALITY will submit to MassDOT a final detailed bill (in quintuplicate) as required, and final settlement will then be made between MassDOT and the MUNICIPALITY.

### **3.0 AUDIT**

- 3.1 All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MassDOT, and the MUNICIPALITY will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MassDOT.
- 3.2 The Governor or their designee, the Secretary of Administration and Finance, and the State Auditor or their designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the MUNICIPALITY which pertain to the performance of the provisions and requirements of this Agreement.

### **4.0 FUTURE MAINTENANCE AND OPERATIONS**

Upon termination this Agreement or the expiration of the Agreement's Term, the MUNICIPALITY shall be solely responsible for the future operations, maintenance, and upkeep of all equipment associated with the Project and the costs thereof. Nothing herein shall be construed as transferring any ownership and/or other property interest to the bikeshare equipment operated and/or maintained in connection with this Agreement to MassDOT. Any ownership or property interest in said bikeshare equipment shall remain with MUNICIPALITY.

### **5.0 TERM AND TERMINATION**

- 5.1 This Agreement shall become effective as of the date of full execution by MUNICIPALITY and MassDOT and shall expire on December 31, 2027 ("Expiration Date"), unless extended as provided for in Subsection 5.2.
- 5.2 MUNICIPALITY may request to extend this Agreement beyond that provided in Subsection 5.1. Any request for an extension must be made in writing to MassDOT soon as practicably possible, but no later than ninety (90) days prior to the Agreement's

Expiration Date. MUNICIPALITY's request shall include a justification for the requested extension, the requested new expiration date, and any other information deemed necessary by MassDOT. MassDOT, in its sole and exclusive discretion, may agree to grant said request for an extension of time if it finds that sufficient justification has been provided by the MUNICIPALITY.

5.3 This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this Agreement, except to the extent that the mutual agreement terminating this Agreement so specifies.

5.4 MassDOT may, by written notice to the MUNICIPALITY, terminate this Agreement in any one of the following circumstances:

5.4.1 The MUNICIPALITY neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and MUNICIPALITY fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the MUNICIPALITY for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.

5.4.2 The applicable State or Federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to MUNICIPALITY for any costs.

## **6.0 MISCELLANEOUS**

6.1 Notices:

MASSDOT:

The MUNICIPALITY:

6.2 Indemnification.

To the extent permitted by the laws of the Commonwealth, the MUNICIPALITY hereby assumes and agrees to indemnify, defend (at the MUNICIPALITY's sole expense and with counsel reasonably acceptable to MassDOT) and hold harmless MassDOT and MassDOT's affiliates, contractors, employees and representatives from and against any and all losses suffered by MassDOT and any and all claims, damages, liability or penalties asserted against MassDOT by or on behalf of any person on account of, based in, resulting from, arising out of (or which may be claimed to have arisen out of), in whole or in part, the acts or omissions of the MUNICIPALITY in its performance or in connection with its performance of the obligations set forth herein. This obligation shall survive the expiration of this Agreement.

6.3 Governing Law; Severability.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law or choice of laws. In the event that any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other person or circumstances, other than those as to which it would become invalid or unenforceable,

shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.4 No Third-Party Beneficiaries.

This Agreement shall not be construed to create any third-party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

6.5 No Agency.

In no event shall MUNICIPALITY or any of its employees, agents, contractors, subcontractors be considered agents or employees of MassDOT.

6.6 Amendments.

This Agreement and each of its provisions may only be waived, modified, or altered in a writing signed by MassDOT and MUNICIPALITY

6.7 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

*[Remainder of page intentionally blank]*

**Exhibit A - Project Application**

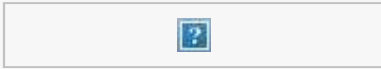
**Exhibit B - Project Cost Estimate**

**Exhibit C - Environmental Punchlist**

**Exhibit A - Project Application**

**From:** [noreply@formstack.com](mailto:noreply@formstack.com)  
**To:** [MassDOT Shared Streets](#); [DOT Service-M365PA-Grants](#)  
**Subject:** Shared Streets Grant Application - 1158313081  
**Date:** Wednesday, November 1, 2023 10:59:06 AM

**CAUTION:** This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



**Formstack Submission For: [Shared Streets and Spaces](#)**  
Submitted at 11/01/23 10:57 AM

**Part A: Applicant Information**

**Date:  
(Required):** 10/31/2023

**Are you in a  
Municipality or  
Transit  
Authority?  
(Required):** Municipality

**Municipality:  
(Required):** ACTON

**Name of official  
Municipal  
signatory:  
(Required):** John S. Mangiaratti

**Other  
Municipalities  
involved, if any::** Concord, Lincoln and Maynard (please see letters  
of support submitted via email).

**Contact person:  
(Required):** Nora Masler, Planner

**Address:** 472 Main Street

<b>(Required):</b>	Acton, MA 01720
<b>Email: (Required):</b>	nmasler@actonma.gov
<b>Telephone::</b>	(978) 929-6631
<b>Secondary contact person (Required)::</b>	Andrea Becerra
<b>Secondary contact address (Required)::</b>	472 Main Street Acton, MA 01720
<b>Secondary contact email (Required)::</b>	abecerra@actonma.gov
<b>Secondary contact telephone (Required)::</b>	(978) 929-6515
<b>Has your municipality previously received a MassDOT Shared Streets and Spaces grant? (Required):</b>	Yes
<b>If Yes, list amounts and status (Required):</b>	Acton received \$285,730.36 to create new connections to the Nathaniel Allen Recreation Area and the Bruce Freeman Rail Trail by building a sidewalk on the north side of Harris Street connecting the new North Acton Fire Station to the existing sidewalk on Main Street. This project is complete.
<b>Part B: Project Information</b>	
<b>Project Type(s) – see program website for</b>	

**project type descriptions and to ensure you select the correct option for your proposal. Please note: all selected types must be included in project description. (Required):**

Bikeshare Equipment

**Project Title:**

Minuteman Regional Bike Share

**Project location (GPS coordinates): (Required):**

Bruce Freeman Rail Trail, Acton - Brook Street: 42.493945, -71.418839; Bruce Freeman Rail Trail - East Acton Village: 42.478099, -71.414140; South Acton MBTA Station (adjacent to the Assabet River Rail Trail): 42.460536, -71.457566; Maynard Town Hall (adjacent to the Assabet River Rail Trail) - 42.430260, -71.461528; Bruce Freeman Rail Trail - West Concord MBTA Station: 42.458555, -71.394066; Concord Center: 42.460299, -71.350927; Lincoln MBTA Station (160 Lincoln Road): 42.413566, -71.325414

**Amount requested from MassDOT: (Required):**

187450.00

**Project description (2-3 sentences): (Required):**

This project would create and fund three years of a regional bike share program in the Towns of Acton, Concord, Lincoln and Maynard. Following the success of a smaller-scale, one season, pilot bike share program between Acton and Concord, the Minuteman Regional Bike Share program will establish a broad, accessible network of bike infrastructure across the region. The program will consist of 7 stations with a total of 42 bikes including 7 adaptive bikes to be used by renters as recreation, to improve access to services and amenities, and to commute to and from one of the 4 rail stations along the bike share's route.

The goal of this project is to increase bike connections across the region providing health,

**Describe the project goals and benefits (1-2 sentences):**  
**(Required):**

equity, and environmental benefits by improving opportunities for recreation and expanding commuting options within and between Towns. This program also aims to improve access to existing public transportation, utilizing the Bruce Freeman Rail Trail and the Assabet River Rail Trail to close the last mile gap and make it easier for people to reach their final destinations by train, while attracting tourists and residents to boost local businesses.

**Is the project intended to provide improvements to infrastructure used by children to get to and from school (within two miles) or other youth destinations? If yes, please list schools or destinations.**  
**(Required):**

No

**Is the proposed project intended to provide improvements to infrastructure used by seniors to reach senior destinations (within one mile)? If yes, please list destinations.**  
**(Required):**

Yes

**Detail**  
**(Required):**

Yes, the program will provide recliner bikes and adult tricycles, in addition to traditional bikes for seniors to access locations along the Bruce Freeman Rail Trail, including multiple grocery stores, pharmacies, parks, and two senior living centers, Robbins Brook and Concord Park. Additionally, the program will increase access to

two senior community centers, the Harvey Wheeler Community Center in Concord, and the Maynard Senior Center.

**Is the proposed project intended to support safe walking and biking within one mile of a transit stop? If yes, please list the transit stop(s). (Required):**

Yes

**Detail (Required):**

South Acton MBTA Station, Concord Center MBTA Station, West Concord MBTA Station and Lincoln MBTA Station.

**Does the municipality have Housing Choice designation?:**

Yes

**Detail (Required):**

Acton was first awarded Housing Choice designation in 2018, last received Housing Choice designation in 2020 with designation to expire in 2025.

**Is the proposed project connected to or located within one mile of transit-oriented development? (Required):**

Yes

**Detail (Required):**

The program includes stations located in mixed use, transit-oriented village centers including South Acton, Concord Center, West Concord and Lincoln Center. Each of these centers include multifamily housing, a mix of businesses and a commuter rail station.

**Will the**

**proposed project  
be fully  
implemented by  
December 31,  
2025?  
(Required):**

Yes

**Description of  
project  
implementation  
including staff  
roles and key  
milestones:  
(Required):**

- An intermunicipal agreement will be created by Acton's Planning Division, Sustainability Office, and Town Counsel. The agreement will be signed by each of the four towns in January 2024.
  - Acton will create an RFP and select a bike share provider in February 2024.
  - A contract between the bike share provider, and each of the four towns will be created by Acton's Planning Division, Sustainability Office, and Town Counsel which will be signed by all parties in February 2024.
  - Adaptive bikes and signs will be purchased February 2024.
  - Bike share provider will ship standard bikes March 2024.
  - Station signage will be installed in March 2024.
  - In preparation for the launch each town's planners will collaborate with their social services/community resources staff to identify opportunities to expand access and lower costs for environmental justice populations, including low-income, minority, English-language isolated, senior and veteran riders.
  - Program opening event organized by Acton's Planning Division and Sustainability Office in April 2024.
  - The program will run from April 2024 to April 2027 managed by the planners in each Town led by Acton's Planner in collaboration with bike share provider staff.
- Continuous outreach will be conducted by each community to raise awareness and ridership.

**List all materials  
required to  
implement the  
project, and how  
they will be  
obtained:**

- Thirty-five bikes will be rented and shipped from bike share provider.
- Per the signed contract, the bike share company will provide the program with bikes, continued maintenance and redistribution services, and administration of the bike share app.
- Seven station signs will be purchased and installed. Sign face including bike share instructions will be provided by bike share provider.

**(Required):**

- Rubber parking stops will be installed at the stations to delineate bike parking area for safety of station areas.
- Five adult tricycles will be purchased by the Town of Acton to incorporate into the program.

**The Shared Streets and Spaces Program requires municipalities to provide notice or opportunity for public engagement related to the proposed project. Please confirm whether this has occurred. If yes, please list engagement activities.  
(Required):**

Yes

**If yes, please list engagement activities  
(Required):**

An online survey was administered and publicized by all four towns starting on October 23rd. The survey was circulated on social media, email listservs, and in flyers posted in public spaces, such as the Town's library, to encourage community members to share their thoughts about the potential program. As of October, 31th, the survey had received 182 responses. The pilot bike share program was also advertised by several local groups and committees, including the Friends of the Bruce Freeman Trail, Acton's Green Advisory Board and Energize Acton.

**Demonstration of compliance with safety and accessibility-related regulations (ADA and MAAB):  
(Required):**

Yes

**Part C: Site Information**

**Is this project entirely on municipally-owned infrastructure? (Required):**

Yes

**Indicate what, if any, MassDOT-owned infrastructure is integral to the proposed project. If improvements are proposed on MassDOT infrastructure, indicate whether the municipality has applied for an Access Permit. (Required):**

N/A

**Indicate what, if any, infrastructure owned by a state agency other than MassDOT is integral to the proposed project (i.e. the Department of Conservation & Recreation): (Required):**

N/A

**Demonstrate whether the proposed project is in a Census Block Group identified by the relevant Regional**

No

**Planning Agency  
as an  
Environmental  
Justice area:  
(Required):**

**Would the  
proposed project  
divert, detour,  
or otherwise  
impede current  
public transit  
service, even  
temporarily?  
(Required):**

No

**Attach Project  
Cost Estimate  
(Required - PDF  
file type  
allowed):**

[View File](#)

**Attach Locus  
Map(Optional -  
PDF file type  
allowed):**

[View File](#)

**Exhibit B - Project Cost Estimate**



HED-614 (R)

  
\_\_\_\_\_  
Supervisor/Foreman

10/31/2023  
\_\_\_\_\_  
Date

**Exhibit C - Environmental Punchlist**



**Shared Streets and Spaces Grant Program – EXHIBIT C – Environmental Punchlist**

(Required for all grant applications. Fill out one form for each project location, if applicable)

Municipality: Acton, MA MassDOT Highway District #: 3

Proposed Work: Minuteman Regional Bike Share

**NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.**

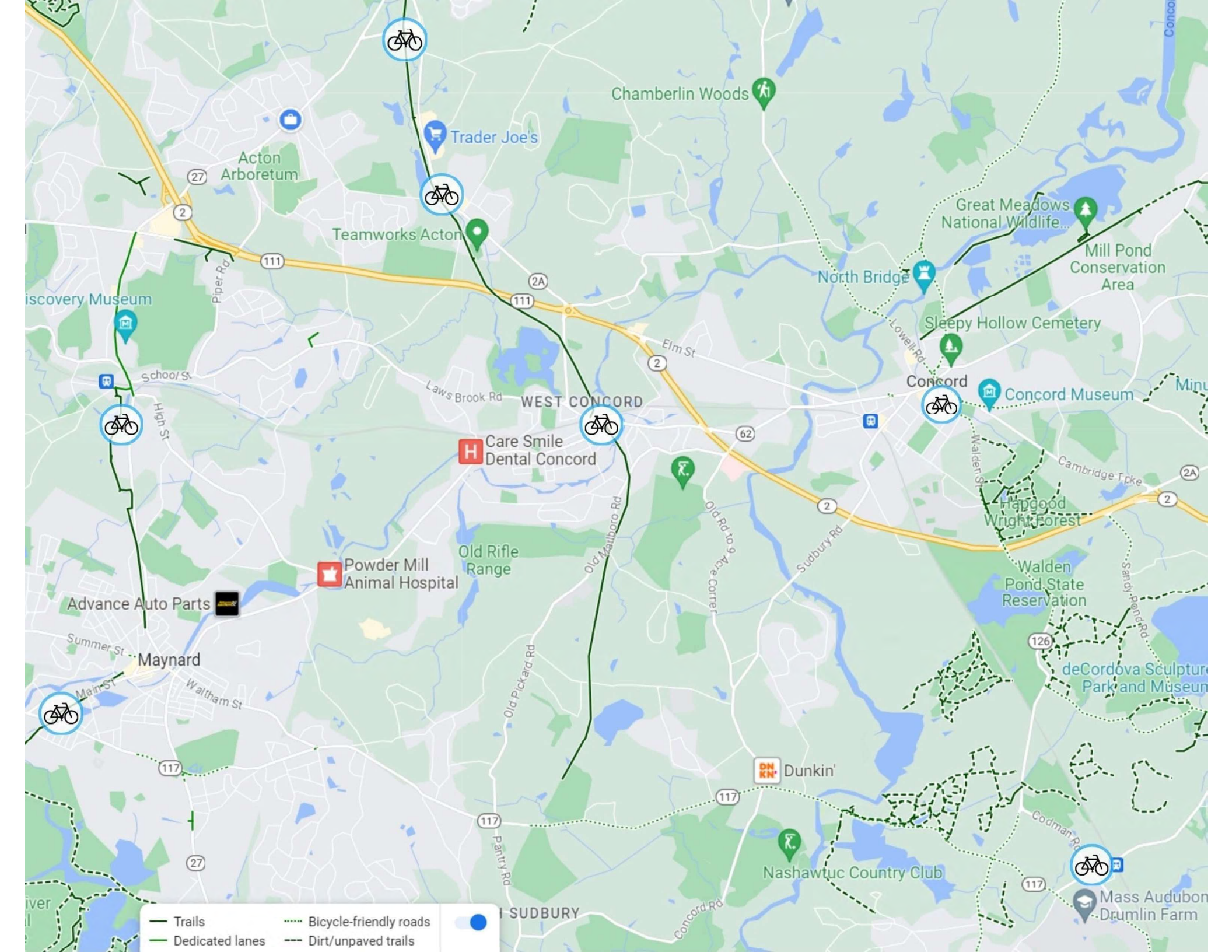
- |  |     |                                     |    |                                     |
|--|-----|-------------------------------------|----|-------------------------------------|
| 1. Will the pavement width increase by four or more feet for one-half or more miles?   | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| 2. Will the project alter the bank or terrain located ten more feet from the existing roadway for one-half or more miles, unless necessary to install a structure or equipment?  | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required?  | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| 4. Will more than 300 ft. of stone wall be removed or altered?   | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| 5. Will the project involve construction of a parking lot with capacity of 150 cars or more?   | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.03)?<br>If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).*   | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| 7. Will the project be on a “Scenic Road” (Acts of 1973, C. 67)?<br>If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls.   | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 8. Have all necessary takings, easements, rights of entry, etc. been completed?<br>If a county Hearing is required, it must be held prior to starting work.  | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 9. Has a Project Notification Form and locus map been submitted to the Massachusetts Historical Commission? Required <a href="https://www.sec.state.ma.us/mhc/mhcpdf/pnf.pdf">https://www.sec.state.ma.us/mhc/mhcpdf/pnf.pdf</a> | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? *<br>If your answer is YES, you must file the project with your local Conservation Commission prior to starting work.                    | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.   | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |

**Validation**

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90I Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by:
Environmental Analyst	Conservation Agent
Signatures <i>Lauren West</i> Date 10/2/2024	Signatures <i>Duff</i> Date 10/24/2024

**This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.  
This form should accompany the Project Request Form.**



- Trails
- Dedicated lanes
- Bicycle-friendly roads
- Dirt/unpaved trails

MGL Acts of 2022 Chapter 176

<https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter176>

6720-2258.. For a public realm improvement program; provided, that funds may be used for grants to municipalities for improvements to sidewalks, curbs, curb ramps, streets and parking spaces to create additional capacity for pedestrians and cyclists and to reimagine and repurpose street space in response to the 2019 novel coronavirus to support public health, safe mobility and renewed commerce..... \$10,000,000



# PLUG-24 - PARS Number Report

Project Manager : Paul Lawrence  
Litchfield

Email : Paul.Litchfield@dot.state.ma.us

Phone : 8573689470

## - PARS Number Request information

<b>A</b>	<u>PRC Approved</u>	<u>Advertised</u>	<u>Award</u>	<u>NTP</u>	<u>Completion</u>	<u>End Date</u>
Project Number	PLUG-24					
Project Description	SHARED STREETS AND SPACE					
Project Type	Federal Improvement Type					
District	Location	Multiple - See Project Name	MPO	Multiple or None		
Federal Aid Project Number	N/A					

<b>B</b>	Contract Number	128606	Start Date	End Date
	Vendor Name	TOWN OF ACTON	11/14/2024	12/31/2027
	Assignment Number			
	Assignment Description			
	Federal Aid Project Number	N/A		

<b>C</b>	Universal CIP ID #	HW19000K10	MMARS Short Name	HW19000K10-3
	CIP Priority	3   Expansion	CIP Division	HW - Highway
	CIP Program	Highway   Shared Streets and Space		
	CIP ANF Item	T141	(MMARS - Program Type)	

<b>D</b>	Fixed asset determination :	No	Asset Owner :	City / Town
	FA description (FAPRO) :		Asset Type :	INFRASTRUCTURE

## - PARS Number and Activity by Funding Source

Project Agreement #	Funding Source	Program	Phase	Amount	Non-Participating Activities	Participating Activities	Status	Status Date
---------------------	----------------	---------	-------	--------	------------------------------	--------------------------	--------	-------------



# PLUG-24 - PARS Number Report

Project Manager : Paul Lawrence  
Litchfield

Email : Paul.Litchfield@dot.state.ma.us

Phone : 8573689470

NFA	SB - SB STATE BONDS			\$187,450.00			
NFA	Materials and others	X25SSSP002	C11	\$187,450.00	050N,051N,053N,054N,020N,021N,022N,023N,024N,025N,009N,010N,011N,012N		Active 11/14/2024

Activity Code	Activity Name	Activity Description
050	Contract Payments	All payments to contractors, cities, towns and counties for work done on construction, reconstruction, betterment and state aid projects. This includes mix-in-place or other materials installed by outside contractors. Do not include payments to municipalities to subdivisions thereof for relocating utilities, these are included in Activity Code 054.
051	Force Account Work (by Department Forces)	All expenditures incurred by the Department using its own personnel and equipment in doing any construction, reconstruction and betterment work, and includes any materials installed by Department personnel. This work must be identified by a project number and may be done entirely by force account, in some instances, and in others, may supplement work done on the same project by an outside contractor.
053	Materials Furnished Contractor	The cost of all materials furnished by the Department to a contractor to be incorporated in a construction contract.
054	Payments to Utilities for Rearrangements	All payments to utility companies, cities and towns or subdivisions thereof for work done in relocating utilities in connection with construction projects undertaken by the Department.
020	Aerial Surveys, other Initial Studies and Reconnaissance	All expenditures incurred in connection with initial studies and reconnaissance activities on proposed construction projects, including aerial survey contracts for this purpose. This account covers both field and office activities of this type.
021	Location and Survey	All expenditures incurred in connection with preliminary field surveys on proposed construction projects. Private survey parties engaged on this type of work shall also be charged to this activity. Test borings and traffic engineering in connection with the above are also included in this activity.
022	Preparation of Plans, Specifications, Designs and Preliminary Estimates	All expenditures incurred in preparing plans, profiles, cross sections and related data required prior to the completing of the design of a proposed construction project; the preparation of specifications for such project, the preparation of designs and preliminary estimates for a proposed construction project including outside consultants engaged in this type of work. Layout work prior to the issuance of Right of Way Engineering Work Order should also be charged to this activity. See activity Code 099 for maintenance projects.
023	Materials Testing	Payments to outside testing companies for materials testing. Also included charges at standard prices for testing performed by the Department at the Materials Division or District laboratories. Department materials personnel assigned full time to a construction job will also use this activity. However, all other Department charges for Materials Testing will be charged to the 530 series of activity codes.
024	Field Engineering	All expenditures incurred in connection with projects actually under construction exclusive of materials testing. Inspections on all construction, reconstruction, betterment and State Aid projects are to be charged to this activity. See activity Code 099 for inspection on Maintenance projects.
025	Final Estimates	All expenditures in connection with final computations and the preparation of final estimates of work done on construction projects listed under Activity Code 024.
009	Engineering Administration and Supervision	Salaries and expenses of engineering personnel who act in an administrative and/or supervisory capacity and whose time cannot be directly allocated to any other activity. Major examples: salary and expenses of Chief Engineer, Deputy Chief Engineers, District Highway Engineers and engineering heads and their principal engineering assistants.
010	Non-Engineering Administrative and Supervision	Salaries and expenses of all non-engineering personnel who act in an administrative and/or supervisory capacity and whose time cannot be directly allocated to any other activity.
011	Accounting, Auditing and Budgeting	Salaries, expenses, supplies and other expenditures incurred by personnel engaged in accounting, internal and field auditing and budgeting.



# PLUG-24 - PARS Number Report

Project Manager : Paul Lawrence  
Litchfield

Email : Paul.Litchfield@dot.state.ma.us

Phone : 8573689470

012	Blueprinting, Photo Reproduction and Other Duplicating	All expenses incurred in blueprinting, photographic reproduction and other duplicating processes. This covers work done by both Department employees and private concerns.
-----	--	--

Project Number(s)

Encumbrance Document ID			
Trans	Dept	Unit	Identification Number
CT	DOT	0432	INTF00X02025A0128606

681

12/4/2024

**Funding Source**

Capital  Tolls Capital  Tolls General  Federal Grant   
 Operating  Tolls Operating  Expendable Trust

Approp No	Obj	Unit	Activity	Program	Phase	N/P	Amount Allocated
67202258	P01	0432	010N	X25SSSP002	C11		\$187,450.00
							<b>\$187,450.00</b>

**Obligation By Fiscal Year for Multi-Year Contracts**

	67202258	Total
2025	\$56,235.00	\$56,235.00
2026	\$56,235.00	\$56,235.00
2027	\$56,235.00	\$56,235.00
2028	\$18,745.00	\$18,745.00
<b>MMARS Total</b>	<b>\$187,450.00</b>	<b>\$187,450.00</b>

Reason for Request: Shared Streets Program

Contract #: 128606

Cost Reduction %:

Vendor ID & Adress Code: VC0000100952 AD001

Current Year Savings:

Vendor Name: TOWN OF ACTON

Contract Location: ACTON

Contract Description: Acton - Minuteman Regional Bike Share - FY24 Shared Streets and Spaces Grant

Report Notes:

Recommended by: Paul Litchfield 12/4/2024  
(Signature / Date)

Approved by: John J. Bechard, P.E. 12/4/2024  
(Signature / Date)

Completed by the Budget Office:  
Expense Budget Entered By: Matthew Holbrook 12/4/24  
(Signature / Date)

Approved by: Jenny Gyu 12/04/2024  
(Signature / Date)

**Completed by the FAPRO (Applies to Capital only):**

Approved by: Kostandin Theodhori 12/07/2024  
(Signature / Date)



Commonwealth of Massachusetts Office of the Comptroller  
**Contract Commodity Encumbrance Form**

<b>Document Name</b>		ACTON #128606					[3180023]	
<b>Document Description</b>		Shared Streets Program						
<b>Document I.D.</b>				<b>MA Information</b>				
<b>Code</b>	<b>Dept</b>	<b>Unit</b>	<b>Document Identifier</b>	<b>Action</b>	<b>Code</b>	<b>Department</b>	<b>Identification Number</b>	<b>Vendor Line</b>
CT	DOT	0432	INTF00X02025A0128606	Entry	MA			

<b>Header / Vendor Information</b>			
Budget FY:	2025	Document Total:	\$187,450.00
Fiscal Year:	2025	Vendor Name:	TOWN OF ACTON
Period:	6	Vendor Address:	472 Main Street
Board Award:	Ch176Acts2022	Vendor/Customer No.:	VC0000100952
Requester ID:	dotb32	Address Code:	AD002
Report Note:		Comment:	

<b>Line #1- Commodity Information</b>							
Commodity Code	841015010000	List Price		Description	Shared Streets Program		
Line Type	Service	Unit Price		Contract Amount	\$187,450.00	Commodity Ref. Line	
Quantity		Service From					
Unit of Measure		Service To	12/31/2027				

<b>Line #1- Accounting Information</b>									
Event Type	PR05	Budget FY	2025	Unit	0432	Major Program		Location	
Line Amount	\$56,235.00	Fiscal Year	2025	Object	P01	Program	X25SSSP002	Phase	C11
Dept	DOT	Period	6	Appropriation	67202258	Program Period		Activity	010N
Line Description	Shared Streets Program			Dept Object		Function			

<b>Line #2- Accounting Information</b>									
Event Type	PR08	Budget FY	2026	Unit	0432	Major Program		Location	
Line Amount	\$56,235.00	Fiscal Year	2025	Object	P01	Program	X25SSSP002	Phase	C11
Dept	DOT	Period	6	Appropriation	67202258	Program Period		Activity	010N
Line Description	Shared Streets Program			Dept Object		Function			

**TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS**

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

**FOR FISCAL USE ONLY**

Entered By: \_\_\_\_\_ Date: \_\_\_\_\_ Verified By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Initial) (Initial)

Print Name: Paul Litchfield Signed: Paul Litchfield Title: PC III Phone Ext.: \_\_\_\_\_ Date: 12/4/2024

Print Name: John Bechard Signed: John J. Bechard, P.E. Title: Deputy Chief Engineer Phone Ext.: \_\_\_\_\_ Date: 12/4/2024  
 Authorized Signatory





Commonwealth of Massachusetts  
**CONTRACTOR AUTHORIZED SIGNATORY LISTING**

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company  
 (must match Form W-9 tax classification)**

Contractor Legal Name Town of Acton	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC0000100952
--	---

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

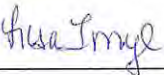
There are three types of electronic signatures that will be accepted on this form: **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
John Mangiaratti		Town Manager	978-929-6611	Manager@actonma.gov

**Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.**

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 12/8/2024
Print Name Lisa Tomyl	Phone Number 978-929-6611
Title Executive Assistant, Office of the Town Manager	Email Address Ltomyl@actonma.gov

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

1099 Reporting Information


[Menu Back](#)

<u>Taxpayer ID</u>	<u>Name</u>	<u>TIN Type</u>	1099 Reportable	Selecting this box I certify this information is accurate
✓ 046001062	TOWN OF ACTON	EIN	Yes	No

First Prev Next Last

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 

▼ **Taxpayer Information**

<b>Create Taxpayer ID :</b> <input type="text"/>	<b>Last Name :</b> <input type="text" value="TOWN OF ACTON"/>
<b>Re-Enter Taxpayer ID :</b> <input type="text"/>	<b>*Name Control :</b> <input type="text" value="TOWN"/>
<b>*Taxpayer ID :</b> <input type="text" value="046001062"/>	<b>Chg affects Prev Yr :</b> <input type="checkbox"/>
<b>*TIN Type :</b> <input type="text" value="EIN"/> ▼	<b>1099 Backup Withholding Status :</b> <input type="text" value=""/> ▼
<b>Detailed TIN Type :</b> <input type="text" value=""/> ▼	<b>1099 Reportable :</b> <input checked="" type="checkbox"/>
<b>*Name :</b> <input type="text" value="TOWN OF ACTON"/>	<b>1042-S Reportable :</b> <input type="checkbox"/>
<b>Names :</b> <input type="text"/>	
<b>Address :</b> <input type="text" value="472 MAIN ST"/>	
<b>City :</b> <input type="text" value="ACTON"/>	
<b>State :</b> <input type="text" value="MA"/> 	
<b>ZIP Code :</b> <input type="text" value="01720-3952"/>	

- ▶ **TIN Change**
- ▶ **TIN Notice**
- ▶ **1099 Backup Withholding Information**
- ▶ **Certification**
- ▶ **Change Management**

[Top](#)

[1042-S Reporting Information](#)

**From:** Miguel Echavarri <[miguele@intelimapinc.com](mailto:miguele@intelimapinc.com)>

**Sent:** Thursday, March 6, 2025 10:07:52 AM

**To:** Mary Hartman <[mhartman@concordma.gov](mailto:mhartman@concordma.gov)>; Terri Ackerman <[tackerman@concordma.gov](mailto:tackerman@concordma.gov)>; Cameron McKennitt <[cmckennitt@concordma.gov](mailto:cmckennitt@concordma.gov)>; Wendy Rovelli <[wrovelli@concordma.gov](mailto:wrovelli@concordma.gov)>; finance mail <[finance@concordma.gov](mailto:finance@concordma.gov)>; Mark Howell <[markhowell@concordma.gov](mailto:markhowell@concordma.gov)>

**Subject:** Clarification - Parks & Playgrounds - Reduction of 2.00 FTEs for a savings of \$54K

**Dear Kerry,**

During the 02/10/2025 budget presentation to the Select Board (SB), your office recommended a reduction of 2.50 FTEs across Town departments. As part of these reductions, it identified 2.00 FTEs to be cut from **Parks & Playgrounds**; this would only save us \$54,530. I've looked into this department and was **confused** on where they fit within the Town's hierarchy. I'm hoping you'll provide the public with **clarity** on this department and these reductions. I believe this clarity is needed for us to understand the bigger picture, which includes additional cuts that were mentioned at the last SB meeting.

#### **Questions related to Parks & Playgrounds – 2.00 FTE Reductions**

**[A]** Are the 2.00 FTEs actual full-time positions? **[B]** Do these reductions only save the Town \$54,530? **[C]** Can targeting the lowest paid employees impact our bottom-line in a meaningful manner? Yes, on paper it shows a reduction of 2.00 FTEs but that only saves us \$54,530. Does that make sense?

#### **Consider the following.**

At the 02/10/2025 SB presentation, your office listed a reduction of 2.00 FTEs from Parks & Playgrounds. That would reduce their FY25 budget from \$110,848 down to \$56,318 for a savings of \$54,530(1). Since the \$54,530 savings is likely related to salaries, does that mean each FTE only made \$27,265?

Based on payroll salary information, the lowest paid Town employee (where FTE = 1.00) is an intern within Public Works who makes \$34,560. That's \$7K more than each of the FTEs from Parks & Playgrounds. Again, are these full-time employees?

A search of the payroll salary table doesn't show Parks & Playground within either the Business Unit or Home Department fields. **[D]** Is this a current department or has it been merged? If so, where does it fall now? Are there any details you can share about it? What exactly are we losing by cutting these FTEs?

**Sincerely,**

**Miguel Echavarri**

Homeowner – 255 Commonwealth Ave

**Footnotes:**

Source: 02/10/2025 TMO presentation to SB. Please note that numbers shown within the presentation don't match budget numbers shown by the FY25 account budgets for 01650000, PARKS & PLAYGROUNDS. FY25 account information was received via public records request.

# CONCORD CLEANUP

**Saturday, March 22<sup>nd</sup> – Sunday, March 30<sup>th</sup>**

The annual cleanup of our community from roadside litter and trash on public lands begins on Saturday, March 22<sup>nd</sup> and continues through Sunday, March 30<sup>th</sup>, with the major emphasis on Saturday, March 29<sup>th</sup>.

The Division of Natural Resources will supply yellow bags for miscellaneous litter and clear bags for recyclables (bottles and cans only – no paper), and CPW crews will pick up the bags along the roadside and at intersections beginning Monday, March 31<sup>st</sup>.

Individuals, families, neighborhood groups, clubs, & organizations should contact the Division of Natural Resources for route assignments and bags.

Please feel free to drop by the office at 141 Keyes Road  
Between 8:00 am - 4:00 pm (Monday-Thursday),  
8:00 am - 12 noon (Friday), or call 978-318-3285.

**Your participation is welcomed and appreciated!!**