

Agenda

[Link to Agenda Center](#)

I. Call to Order

II. Public Comment

III. Consent Agenda

Favorable action is requested: Motion to approve the Consent Agenda which includes the:

- a. Town Account Warrants: February 24, 2026, February 25, 2026
- b. Meeting Minutes January 27, 2026

Select Board Appointments

Favorable action is requested: Motion to approve the Select Board reappointment of:

- a. Carlene Hempel of 50 Highland St. to the SuAsCo River Stewardship for a retroactive term from September 18, 2025 and expiring May 31, 2028.

**Select Board
Meeting Minutes
January 27, 2026**

*Approved / / 26

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in person on Monday, January 27, 2026 at 5:00 PM at the Town House Select Board Meeting Room and Hearing Room, 22 Monument Sq. The meeting was available for public access in person and via Zoom.

Call to Order

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

Chair Howell called the meeting to order at 5:00 PM. Ms. Rovelli made the roll call and confirmed that all Select Board members were in attendance, with Mr. Boehm attending remotely.

Chair Howell stated that the Select Board meeting would adjourn at 7:00 PM, at which point the Town Caucus would begin. Chair Howell provided a brief overview of the purpose of the Town Caucus and invited meeting attendees to view the Select Board meeting from the Hearing Room, where there was additional seating. Chair Howell stated that public comments would be limited to two minutes per comment and would be permitted to be inclusive of agenda items. Additionally, Chair Howell reviewed the procedures, norms and expectations for Public Comment. Ms. Rovelli kept time for the speakers.

Public Comment

Deb Cavalier Weiss Opal of 38 Annursac Hill Rd. spoke in support of the town adopting the IHRA (International Holocaust Remembrance Alliance) definition of antisemitism. Ms. Cavalier Weiss Opal stated that Judaism is an identity and for some Jews, it is a matter of faith, however for all Jews it is part of their history, peoplehood and self. She also stated that while some Jewish residents support the IHRA definition and some do not, there are Jewish residents who have fear due to lived experiences, and all Jewish residents are asking for protection from hate.

Aris, a student in the Concord Public School System and organizer with the Concord Coalition for Palestine, spoke against the adoption of the IHRA definition. Aris described the parts of the IHRA definition that are troubling, such as, that the definition gives an example of antisemitism that compares Israeli policy and the policies of the Nazis. Aris circulated a petition that gained 250 signatures in support of not adopting the IHRA

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definition. Aris stated that they and many others believe that the IHRA definition is written to protect Israel from any criticism and expressed concern about student's first amendment rights being violated. Aris completed his public comment with the statement, "Free Palestine."

Andrea Foncerrada of 41 Commonwealth Ave, Co-chair of the Diversity, Equity and Inclusion Commission (DEI Commission), speaking as an individual, expressed strong support for the revised DEI Commission charge including explicit language addressing antisemitism within the Diversity, Equity, and Inclusion (DEI) Commission's duties and responsibilities.

Michael Ferstenberg argued against conflating antisemitism with opposition to Israel or Israeli policies, especially regarding Palestine, Gaza and the West Bank. Mr. Ferstenberg suggested that the best policy is to combat all forms of discrimination is one that condemns and combats all forms of discrimination equally, not one that calls out antisemitism specifically or prioritizes Jewish residents. Mr. Ferstenberg stated that all forms of prejudice or bias should be called out and can be dealt with through education and a supportive culture that values the humanity of all.

Dan Booth of College Rd. read excerpts from a letter signed by numerous residents and nonresidents affirming the need to promote safety and belonging for all in Concord – Carlisle, including Jewish members of the community. This letter states that the signees welcome a proclamation though urge the Select Board not to adopt the IHRA definition, as it may harm other communities; citing concerns about free speech and open dialogue. Mr. Booth advocated for equity-based frameworks to fight antisemitism.

Kate Malagodi of Commonwealth Ave. summarized concerns regarding the management of Warner's Pond; there was a recommendation to create a management committee to clean up the pond and a charge has been written. Ms. Malagodi stated that the recommended members for the committee support dam removal, which violates the charge itself as people who want the dam removed would not also support preservation of the pond.

Ece Turnator of Cambridge Turnpike stated that the IHRA definition of antisemitism could act as an effective tool to punish criticism of the Israeli government's policies. Ms. Turnator expressed concern that the IHRA definition could have a chilling effect on free speech, especially in the schools. Ms. Turnator stated that there are other definitions that can be used and then shared a letter from a Palestinian-American father regarding his child's experience in a nearby school district that is under the IHRA framework.

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Elizabeth Sacton spoke on behalf of Concord resident Dan Terris of 36 Devens St., who was unable to attend the meeting. Ms. Sacton read a letter from Mr. Terris that argued the IHRA definition is the wrong tool for fighting antisemitism as it can be used to wrongly accuse someone, despite their identity and affiliations. The letter also stated that Mr. Terris is a strong supporter of the rights, wellbeing, and dignity of both Jewish and Palestinian people and he supports the efforts of so many in Concord to fight antisemitism.

Consent Agenda

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

- a. Minutes for Approval: January 12, 2026
- b. Executive Session Minutes for Approval but Not Release: January 12, 2026 c. Town Account Warrants: January 12, 2026, January 13, 2026, January 14, 2026, January 20, 2026, January 21, 2026
- d. Tour Guide Licenses – Batch 4
- e. Late Class II License Renewal for William McGonagle of Bill's Auto Sales, 72 Eaton Street
- f. One Day Liquor License for All Alcoholic Beverages for Sarah Sweeney of the Tough Ruck for the Tough Ruck 26.2 Race at The Fenn School, 516 Monument Street on Sunday, April 19, 2026 from 11:00 AM to 7:00 PM
- g. Gifts and Donations:
 - i. Gift of Wendy Scully in the amount of \$1250.00 for the care/upkeep or beautification of the Main St. and Old Hill Burial grounds from
 - ii. Gift of Jane Chung for the Council on Aging in the amount of \$500.00
 - iii. Gift of the Alcott School Parent Teacher group in the amount of \$500.00 for recreation scholarships
 - iv. Anonymous gift in the amount of \$1000.00 for the Council on Aging Gift Account

Roll Call Vote:

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Mr. Boehm – Aye

Ms. Hartman – Aye

Chair Howell- Aye

Mr. McKennitt – Aye

Ms. Rovelli - Aye

Select Board Appointments

Upon a motion duly made by Ms. Rovelli and seconded, it was UNANIMOUSLY **voted:** to approve the appointment of Breht Feigh of 149 Spencer Brook Road to fill an unexpired term on the Financial Audit Advisory Committee for a term ending May 31, 2028.

Roll Call Vote:

Mr. Boehm – Aye

Ms. Hartman – Aye

Chair Howell- Aye

Mr. McKennitt – Aye

Ms. Rovelli - Aye

Chair's Report

Chair Howell thanked the staff for adjusting the meeting date to the snow contingency date. Chair Howell shared that some of the staff and Select Board members attended the Massachusetts Municipal Conference that occurred on January 22 -24, where Timothy Shriver delivered the keynote address, which was about dignity and respect in public dialogue. Chair Howell thanked all those who made comments this evening as they reflected the message put forth by the keynote speaker.

Discussion and Update

-FY24 Audit Management Letter

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Ms. Lafluer made a statement that referenced key points from the letter *FY24 Audit Management Letter, Context, Timing, and Path Forward*, which is included in the meeting packet.

Ms. Barrett provided the presentation *FY 24 Audit Review*, which is included in the meeting packet. The Select Board questions and comments were as follows: Ms. Rovelli, Chair of the Financial Audit Advisory Committee (FAAC), commented that the audit was late last year, and that the issue of timeliness has gotten worse this year. The FAAC, is scheduled to review the audit in mid-February 2026 and may have information to report to the Select Board at the end of February. In response to Mr. Boehm's question about material impacts due to the auditing issues, Ms. Barrett commented that to date there are not any insurmountable impacts. However, some instances were identified where policies may not have been followed, and corrective action will be made at the upcoming Town Meeting. Mr. McKennitt added that material impacts may not be known at this point. Ms. Lafleur added that one impact could have been experienced by budget managers when reviewing their budgets, because of not having timely information. Additionally, Ms. Lafleur stated that the credit rating agency, Moody's, did inquire about the Fiscal 24 balance sheet and requested continuing disclosure. The credit rating has not been impacted. In response to Ms. Hartman's questions, Ms. Barrett replied that the internal control issues have already been addressed, as they were taken care of immediately by establishing an updated process, and in addition updated system procedures and attention have been applied related to budget posting. Regarding the capitalization and cut-off controls, Ms. Barrett stated that accuracy in this area depends on posting within the appropriate timeline. In response to Ms. Hartman's inquiry about the role of the Financial Audit Advisory Board, Ms. Rovelli replied that the board will hear a presentation from the auditor and have an opportunity to collect more in-depth knowledge, after which the board will provide a report to the Select Board. Ms. Lafleur described the composition of members represented on the FAAC and shared that the board meets 4-6 times per year, or more frequently if the board prefers. In response to Mr. McKennitt's inquiry regarding whether the material weaknesses were highlighted as deficiencies in previous years, Ms. Barrett answered that yes a few of the weaknesses were highlighted in previous years, to which Mr. McKennitt expressed concern regarding the nature of ongoing weaknesses. Additional questions from Mr. McKennitt yielded the following information: Regarding the Light Plant reconciliation, Ms. Barrett stated that the new reconciliation procedures will be applied to transaction over the last six months which will assist the Light Plant with the reconciliation and CY2025 audit completion. Regarding the 45 day reconciliation timeline, Ms. Barrett provided the reasoning for choosing the 45-day timeline, and how it compares to best practices.

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-FY 25 Audit Progress and Process

Ms. Barrett stated that the town had previously hired Clifton, Larson, Allen (CLA) Consulting Firm and that they have been instrumental in assisting the Finance Team to develop effective processes. A second team, Roselli, Clark and Associates has been in house, starting this past week, performing the FY25 Town audit. This decision was made due to the slowness and non-responsiveness of the current audit firm the town was working with. Ms. Barrett estimated that the FY25 audit process should be completed within a few months, assuming town staff continues to be responsive to auditor requests. The town's objective is to restore a normal audit cadence by mid-summer, which would enable the start of fieldwork for the FY26 Town audit. In response to Mr. McKennitt's inquiry regarding why the Audit Committee was not involved in the decision to change auditors, which it is supposed to be per the charge, Ms. Barrett shared that the FAAC does have input into which consulting firms are hired, however being that there are only three large auditing firms in MA, it can be hard to find a firm that is available. Ms. Rovelli expressed that she was very frustrated with the speed of completing the current audit and she welcomed the perspective of a new team. However, she also noted that it is part of the FAAC's charge to make a recommendation for a new auditor.

-FY 26 Free Cash

Ms. Barrett reported on the status of Free Cash certification, noting that the balance sheet and supplemental documents were submitted to the Department of Revenue on January 15th and it has been indicated that the Town of Concord is tenth in line to be reviewed. Ms. Barrett is hoping to hear back next week regarding the FY 26 Free Cash certification (available for appropriation). Ms. Barrett stated that Schedule A will be submitted to the state by the end of this week. Chair Howell stated that understanding available Free Cash is very useful in the guideline setting process.

-FY 27 Revised Proposal to Meet Budget Guideline

Ms. Barrett presented the *Fiscal Year 2027 Town Government Operating Budget* slide deck. Mr. Boehm provided feedback on the data that is included on the slide and requested amendments be made to the *Town Government Operating Budget* slide to include only the FY27 Proposed budget as of 1/19/26 which the Select Board is most interested in. Ms. Hartman requested that the FY 26 run rate be included in the next

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version of the *Town Government Operating Budget* slide. The Select Board members each provided input on their preference for the inclusion of data on this specific slide. Ms. Barrett noted that Information Technology (IT) costs that have been moved to the department responsible for managing those applications. Ms. Barrett stated that the town owns the clickers needed for elections. Ms. Zammuto confirmed that an increase of \$10K for Economic Vitality & Tourism will be used to support outreach activity. Ms. Rovelli requested clarity regarding the housing services assessment. Mr. McKennitt requested information regarding return on investment for the Economic Vitality and Tourism budget, such as increases in revenue or grant money. In response to Mr. McKennitt's inquiry regarding the increase in dispatch spending, Ms. Lafleur stated that part of the increase includes \$100,000 that has been set aside for per diem dispatch needs so that two dispatchers can be on duty seven days a week. At the February 23rd meeting, Ms. Lafleur will provide the Select Board with updated information about regional dispatch opportunities.

Ms. Porter provided information about the union dispatch agreement and related FY27 budget. The most significant change was moving dispatchers from a minimum, midpoint, maximum scale to a five-step plan, aligning them with other town unions. In the first year (FY25), the collective increase was 9.43% to address market rate adjustments and placement equity, as the group was "notably below market". The Cost-of-Living Adjustment (COLA) is set at 1.75% for both FY26 and FY27. When including step increases and COLA, the total increase is 6.5% for FY26 and 5.6% for FY27. Employees already at the top step will only receive the 1.75% COLA. There is a 4.5% increase between each step. New longevity steps were also added for 10, 15, and 20 years of service. Most current dispatchers are positioned between steps two and four. In response to Mr. Boehm's inquiry regarding cost savings goals for implementing regional dispatch, Ms. Lafleur stated that it is too early to discuss.

Mr. McKennitt inquired regarding the money that was allocated for fixing the roads, and whether staff salary supporting the program is included in the capital funding. Ms. Lafleur answered that there is not, but there has been discussion about having outside resources provide project management, and that cost would be born within the project. The salary expense associated with staff engineers on the project would not be capitalized. Mr. McKennitt suggested this be considered if changes are needed in the budget.

Ms. Barrett stated that starting with the slide *Town Government Operating Budget* Line No. 12 for Joint Account, the data is subject to change, therefore this is a status update only. Ms. Barrett stated that both the group and property/liability insurance line items should come down from the respective 14.5% and 14.4% projected increase. In

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response to Mr. McKennitt's inquiry regarding the Tier 2 purchase of two new plows, Ms. Barrett stated that the two new plows are part of the regular purchasing cycle and that the ones that will be replaced are at their end of life.

Update on Antisemitism and Bias Initiatives

-Discussion and Vote: DEI Commission Charge

Chair Howell stated that he distributed a draft of the DEI Commission charge to the Select Board prior to the meeting, and the Select Board is scheduled to vote to approve it this evening. The Select Board has discussed the charge at several prior meetings. Chair Howell noted two minor errors in spelling/word deletion that need to be made. Mr. McKennitt shared a printed version of comments that he made on the draft. Mr. McKennitt requested to change the way that diversity is defined in the charge. Mr. McKennitt proposed changing the definition of diversity to the presence and acceptance of differences including but not limited to race, ethnicity, religion disability...etc." Chair Howell clarified that the change would be; to add the words "the presence and acceptance of differences" and remove the words "refers to population groups that have been historically underrepresented or marginalized in social political or economic situations or subjected to discrimination, bias or prejudice." Mr. Boehm suggested that the definition of diversity within the DEI Commission may be different than in a dictionary definition of diversity, citing that historically the DEI Commission's focus is on historically underrepresented or marginalized populations. Mr. McKennitt suggested an alternative revision; "Diversity refers to the presence and acceptance of all population groups including those that have been historically underrepresented or marginalized in social, political or economic institutions or subject to discrimination, bias or prejudice." Ms. Rovelli and Chair Howell expressed their support of this revision, while Mr. Boehm expressed continued disagreement with the proposed revision. Ms. Rovelli suggested adding the words, ...all group and "in particular." Ms. Rovelli read the final revision which was, "Diversity is the presence and acceptance of all groups including in particular population groups that have been historically underrepresented or marginalized in social, political or economic situations are subjected to discrimination, bias or prejudice including but not limited to not race, ethnicity..."

Upon a motion duly made by Ms. Rovelli and seconded, it was UNANIMOUSLY **voted:** to approve the revised DEI Commission charge with the edits discussed.

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Roll Call Vote:

Mr. Boehm – Aye

Ms. Hartman – Aye

Chair Howell- Aye

Mr. McKennitt – Aye

Ms. Rovelli - Aye

**-Discussion and_Vote: Proclamation Affirming the Town of Concord's
Commitment to Opposing Antisemitism**

Chair Howell introduced the agenda item with a statement that focused on compassionate engagement, acknowledging the acts of bias and hate that have occurred in Concord and communicated to the Jewish community that the Select Board stands with them. Chair Howell stated that everyone deserves dignity, care and respect and that everyone is welcome in Concord. Chair Howell expressed the importance of getting started on the work of teaching our children to respect all people and disagree without demeaning, which will build a better world. Chair Howell noted that the proclamation was amended to be signed on January 27 (International Holocaust Remembrance Day) due to the rescheduling of the Select Board meeting from January 26. Ms. Hartman expressed her support of the proclamation and stated that as a member of the Select Board, she has received feedback that supports this definition, while she realizes that not everyone supports the definition. Mr. Boehm expressed his support for the proclamation, stating that he appreciated the emails and conversations regarding the topic and that the proclamation has received overwhelming support from the Concord citizens, Jewish community and Jewish faith community, but not universal support. Mr. Boehm noted many features of the IHRA definition and noted that there is support for it from many institutions. Mr. McKennitt shared that he and Ms. Lafleur researched the proclamations of eight other communities, and thanked Ms. Lafleur for her work on the project. Mr. McKennitt stated that the intention of the Select Board is to do something meaningful and that the Select Board cares that the people of Concord are treated well and treated equally. Ms. Rovelli thanked everyone who wrote to the Select Board and shared that there has been support from the state and from the DEI Commission regarding the definition.

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Upon a motion duly made by Ms. Rovelli and seconded, it was UNANIMOUSLY **voted:** to approve the Proclamation affirming the Town of Concord's commitment to opposing antisemitism, adopting the IHRA working definition of antisemitism and promoting a welcoming and inclusive community.

Roll Call Vote:

Mr. Boehm – Aye

Ms. Hartman – Aye

Chair Howell- Aye

Mr. McKennitt – Aye

Ms. Rovelli – Aye

Ms. Rovelli read the proclamation.

Discussion: Town Meeting Warrant Articles

Chair Howell stated that the Solicitation by Law, sponsored by the Select Board, is included in the meeting packet and that there are 52 warrant articles and 4 citizen petitions that have been submitted. The list of articles will be available soon.

Liaison Reports

Ms. Hartman and Ms. Rovelli's Liaison Reports are included in the meeting packet.

Upon a motion duly made by Ms. Rovelli and seconded, it was UNANIMOUSLY **voted:** to adjourn the meeting at 7:03 PM.

Roll Call Vote:

Mr. Boehm – Aye

Ms. Hartman – Aye

Chair Howell- Aye

Mr. McKennitt – Aye

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Ms. Rovelli – Aye

The Select Board members that were in person moved to the Hearing Room to view the Town Caucus, while Mr. Boehm did not attend as there was not a remote participation option for the Town Caucus. There was no deliberation or comments from the Select Board Members.

[Meeting Packet](#)

[Meeting Recording](#)

Presentation: Proposal to Add Addition to Two-Family Home and Expand and Replace Septic System at Parcel B Barrett's Mill Farm, 449 Barrett's Mill Road

- Review Draft Memorandum of Agreement
- Review Approval from the Concord Land Conservation Trust for Septic System Replacement and Expansion within the Conservation Restriction

Presenter: Rich Feeley, Concord Housing Foundation



Post Office Box 141
Concord, Massachusetts 01742-0141
978-369-6526 | info@concordland.org | concordland.org

Town of Concord
Attn: Select Board
22 Monument Square
Concord, MA 01742

January 9, 2026

Re: Request to replace septic system on Parcel B Barrett's Mill Farm, 449 Barrett's Mill Road, Concord, MA. Conservation Restriction Bk. 69419 Pg. 210.

Dear Select Persons,

**CONCORD LAND
CONSERVATION TRUST**

Polly Reeve
Chair

Jeff Wieand
Treasurer

Lynn G. Huggins
Secretary

Jeff Adams

Molly Constable

Joan D. Ferguson

Frederic H. Mulligan

F. Robert Parker

John M. Stevens, Jr.

Thomas C. Tremblay

Gordon H. Shaw
Trustee Emeritus

**CONCORD OPEN
LAND FOUNDATION**

Thomas C. Tremblay
President

F. Robert Parker
Treasurer

Jeff Adams

Molly Constable

Lynn G. Huggins

STAFF

Jane Gruba-Chevalier
Executive Director

Alexi Dart-Padover
Manager of Land Stewardship

I am writing on behalf of the Concord Land Conservation Trust (CLCT), the Grantee of the Conservation Restriction on the house lot at Barrett's Mill Farm (Parcel B), for which the Select Board is the Grantor.

As you may be aware, the farmers at the Town-owned Barrett's Mill Farm are pursuing an addition to the two-family home to construct an additional bedroom within the one-bedroom home to provide additional space to their growing family. The Concord Housing Foundation (CHF) is fundraising for the addition, and the project will be funded and constructed privately, without the need for Town funds.

The house lot (Parcel B) is a municipal parcel under the care and custody of the Select Board. There is a Conservation Restriction (CR) on Parcel B held by CLCT, and certain activities on Parcel B require their approval.

As part of the project to add an additional bedroom to the farmhouse, CHF has been required to replace the septic system. Under the terms of the CR, the replacement and expansion of the septic system is a permitted use but requires the prior written permission of the Grantee (Section B(7) and (16)).

The Land Trust has received a request from the CHF to replace the septic system and a description of the work, including the "Subsurface Sewage Disposal System Plan" for 449 Barrett's Mill Road dated October 14, 2025, in accordance with Section II.C. The replacement system will be constructed behind the house in the same location as the existing system and entails minimal grading. We find that the system will not have a deleterious impact on the purposes of the Restriction and approve the request.

Sincerely,

Polly Reeve, Chair
Concord Land Conservation Trust

CC by email to
Rich Feeney, Concord Housing Foundation
Delia Kaye, Director, Natural Resources Division
Holly Darzen, Lise Holdorf, Melissa Maxwell
Jane Gruba-Chevalier, Exec. Director CLCT





Concord Housing Foundation, Inc.

Working to Preserve Concord's Housing Diversity

February 12, 2026

To: Concord Select Board

From: Frank Feeley, President Concord Housing Foundation

Presented for your consideration is an agreement that would allow the Concord Housing Foundation (CHF) to undertake construction of a new septic system and a small addition to the Barretts Mill farmhouse. The Town is also in receipt of a letter from the Concord Conservation Land Trust, holder of the conservation restriction on the land, consenting to the proposed septic system replacement. The Land Trust will consider the proposed addition for similar approval once plans have been approved by the Historic Districts Commission

Background

When Barretts Mill Farm was first acquired by the Town of Concord, the CHF raised money for rehabilitation of the existing farmhouse. This building was divided into two units, one a small one-bedroom apartment in the former garage. These two units have housed the two women (and their families) who run Barrett Mill Farm under a lease from the Town. They pay rent to the Town. This has accumulated, and is scheduled to be used for a number of repairs on the existing structure.

The family living in the smaller portion of the farmhouse now has a 2 ½ year old child, and needs space to give the child its own bedroom. The Town is unable to allocate capital funding for such an improvement, although the Agriculture Committee has identified a severe shortage of affordable housing for full time workers on Concord farms.

After careful consideration, CHF committed to raising funds to build the needed addition. This was done in coordination with the Barretts Mill farmers and the agricultural community, including the Stone Soup Foundation.

The Town has indicated its willingness to have CHF (through licensed contractors) actually undertake the building of the addition. In planning for this, we found that the septic system is failing, and had been under-designed when the farmhouse was originally built. We had hoped to merely add incremental capacity, but are now committed to entirely replacing the existing septic system. Plans for this new system have already been drawn up and approved by the Board of Health.

Fund Raising

CHF announced a special fund-raising drive for the farmhouse expansion in the fall of 2025, and by mid-January 2026 we exceeded our fund raising goal, with a cushion for unexpected expenses. Traditional housing donors, supporters of Concord agriculture and P.O. Box 751, Concord, MA 01742

clients of Barretts Mill Farm have all been extraordinarily generous. The funds committed have already been received----the completion of the project does NOT depend on unfunded pledges.

Model Agreement

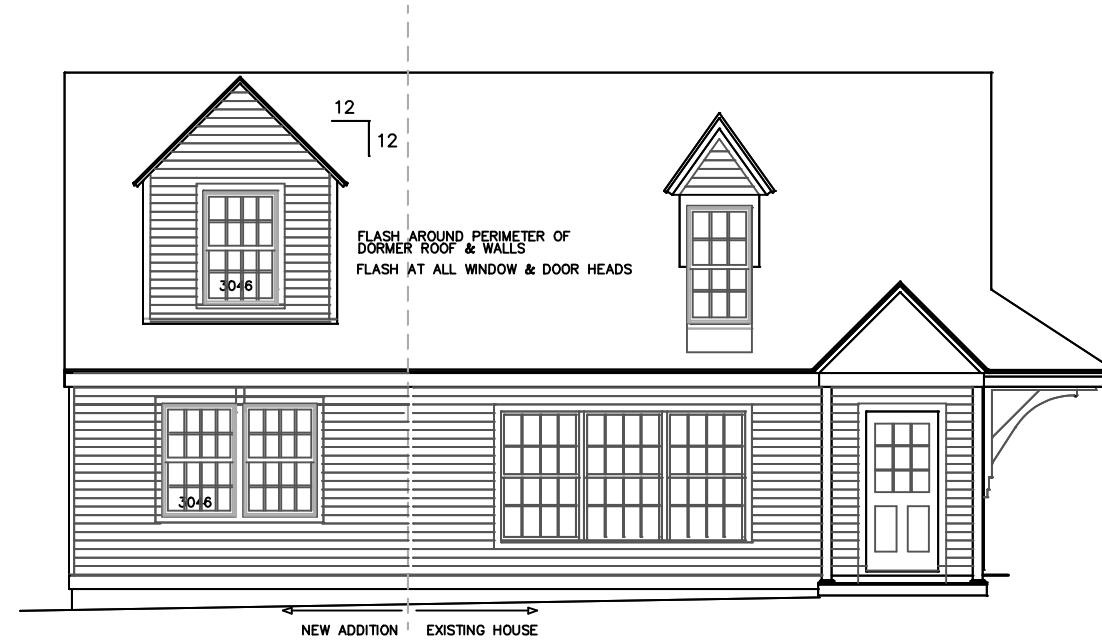
The Memorandum of Agreement presented for Select Board approval is based on a similar document recently approved for the Maisie O'Donnell Dive Training Center, which is derived from the arrangement that allowed CC pools to build the Beede Center on Town-owned land. The agreement allows CHF and its contractors access to the property for construction of the septic system and addition, and specifies the conditions for such access. This arrangement continues for the duration of construction, and does not change the terms of the lease between the farmers and the Town.

Conclusion

When the work is complete, the Town will own two family sized housing units at Barretts Mill which can house two farm families into the future. The Concord Housing Foundation has a long record of supporting significant housing projects in Town. We look forward to providing this important enhancement of a Town agricultural property under the terms of the agreement.



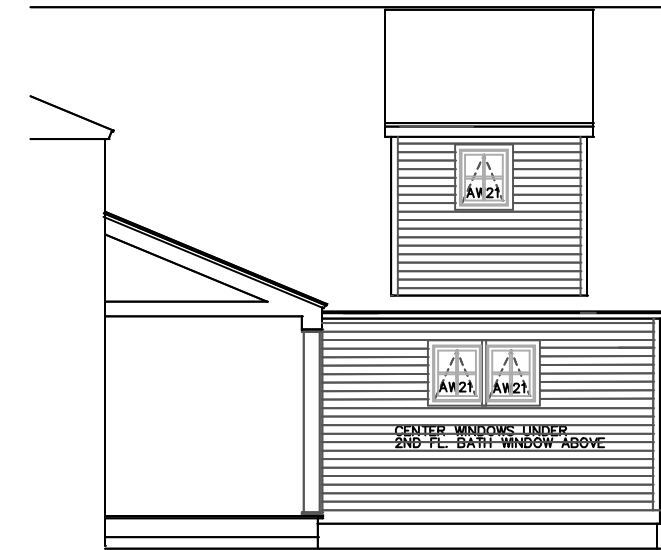
NEW ADDITION TO BARRETT'S MILL FARM
EAST ELEVATION
1.6.26



NEW ADDITION TO BARRETT'S MILL FARM
NORTH ELEVATION
1.6.26



NEW ADDITION TO BARRETT'S MILL FARM
WEST ELEVATION
1.6.26



EXISTING HOUSE
SOUTH ELEVATION
1.6.26

HOLLY S. DARZEN
ARCHITECT
155 HEATHS BRIDGE RD.
Concord, MA 01742
(978) 505-9738

FARMHOUSE ADDITION
BARRETT'S MILL FARM
449 BARRETT'S MILL RD.
CONCORD, MA

ELEVATIONS

NO	DESCRIPTION	DATE
1	SETBACK REV.	16.26
2		
3		
4		
5		
6		
7		
8		

JOB NO	N/A
DRAWN BY	CHECKED BY
	HD
DATE	SCALE
6.17.25	1/8"=1'-0"

© copyright Holly Darzen Architect
A.2
SHEET NO

**Agreement Regarding
Residential Renovations and Repairs at Barrett’s Mill Farm**

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is made as of this [redacted] day of March, 2026, by and between the Town of Concord, Massachusetts (the “Town”) and the Concord Housing Foundation, Inc., a Massachusetts non-profit corporation (the “CHF”). The Town and the CHF are referred to collectively as the “Parties”).

RECITALS

WHEREAS, the Town owns real property at 449 Barretts Mill Rd, Concord, MA 01742 (the “Property”), and is the lessor and party to a farm lease (“Lease”) executed between the Town and Barrett’s Mill Farm, LLC (the “Farm”), for a five-year lease, executed on July 6, 2023, the current term of which is March 24, 2024, through March 24, 2029;

WHEREAS, the Property is to undergo significant necessary renovations, maintenance, and repairs, and the CHF has offered, at no cost to the Town, to conduct such renovations, and alterations, or to execute one or more contracts for the same (the “Project”) in accordance with the specifications provided to and approved by the Town , and the Town Board of Health, which are attached hereto as Exhibit A and made a part hereof;

WHEREAS, the Concord Land Conservation Trust (the “Trust”), which holds the conservation restriction over the Property, has approved of the Project; the septic system plans have been approved and the addition is anticipated to be approved by the Trust pending Historic District Commission (HDC) review.

WHEREAS, the Town wishes to grant to the CHF such licenses as are necessary for the completion of the Project (the “Licenses”) and to permit the CHF to grant limited sublicenses to contractors or other entities involved in the Project as are necessary to complete the same (such sublicenses shall not constitute an assignment hereunder);

WHEREAS, the CHF and the Town wish to enter into an agreement to memorialize this understanding, the terms for the construction of the Project and the Licenses necessary for the Project;

NOW THEREFORE, in consideration of the mutual agreements contained herein and subject to the conditions herein set forth to be kept and performed by the Parties, it is agreed as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **License to Use Town Property.** Subject to the provisions of this Agreement, the Town hereby grants to the CHF such Licenses and rights in the Town's property and those accruing to it under the forgoing agreements with the Trust, the CHF, and the Town as are necessary for the CHF and its contractors to access, enter onto, and conduct construction activities on the Site for the purposes of completing the Project.

3. **Term.** Except as provided herein, the term of this Agreement shall be from: the the granting of access to the Property by written notice to the Town to commence construction (the "Effective Date") and shall last through the completion of the Project plus five (5) business days for the removal of all equipment and other materials. The planning, permitting, design, financing and construction of the Project will be diligently pursued by the CHF with the intention of completing the Project in, or within, two (2) years of the Effective Date. If the Project is not completed within said two (2) years with a certificate of occupancy, the Town and the CHF will negotiate the terms and schedule upon which the Project may continue to completion or upon which this Agreement may be terminated.

4. **Scope of Project.** The Project shall involve the following parts, subject to further modification, provided any modification of the scope herein shall not occur until this Agreement is amended in accordance with Section 6 of this Agreement.

- A. **Residential Renovations.** The Project shall be constructed in accordance with plans as approved by the Building Commissioner, and such plans being substantially the same as those included in Exhibit A. Plans will be subject to the approval of the Building Commissioner, Historic District Commission, and any other appropriate boards, commissioners and officers.
- B. **Septic System Replacement.** In accordance with the plans and designs attached to this Agreement as Exhibit B, and approved by the Town's Board of Health, the CHF shall install a new septic system at the residence on the Property.

5. **Conditions.** The Licenses herein granted by the Town to complete the Project are subject to the following conditions:

- A. **Work, Labor, and Supplies.** Pursuant to the CHF's offer to the Town to pay for the Project, the CHF commits to diligently construct and to provide to the Town any additional plans or other Project materials, other than those included in Exhibit A, during the Term. The CHF shall be solely responsible for hiring all necessary design and construction professionals and obtaining all materials and supplies for the Project.
- B. **Project to be Completed with Private Funds.** No public funds, either directly from the Town or passed through the Town from any other source, shall be used to fund any part of the Project, including but not limited to studies, surveys, plans, designs, construction, oversight, contracting, or security; provided,

that the CHF may request Town emergency or police services consistent with requests from any another construction entity or project taking place within the Town. All funds for the Project will be paid directly by the CHF, or by a designee of the CHF, directly to contractors and vendors of its choosing for the design, permitting, management and construction of the Project. However, if it is the practice of the Town in general to waive or to offer reduced filing fees and Building Permit fees to non-profit organizations, such waivers or reductions shall not be prohibited hereby; and prior to the Town or an agency of the Town assuming ownership of the Project, the CHF shall not be subject to real estate or personal property taxes or water, sewer and stormwater runoff fees. Notwithstanding the foregoing, electricity for the Project will be paid for by the CHF or its designee.

C. Storage of Materials. The CHF shall store all materials and supplies in connection with the Project in the area marked as the “Storage Area” and outlined in red on the Plan, as provided in the markup attached as Exhibit B. .

D. Security. The CHF shall be responsible for securing the Storage Area with a safety fence until the Project is completed and construction materials and equipment are removed from the construction Site.

E. Permits Required. Any work on the Project must be properly permitted pursuant to all applicable federal, state, and Town laws, bylaws, rules, and regulations. Nothing in this Agreement shall be construed as a promise, agreement, or commitment by the Town to provide any permit or other required documentation by the Town other than through the normal processes prescribed by state law, Town bylaws, and applicable rules and regulations. However, if any of the necessary permits are denied, or are subject to conditions that would frustrate the intent of the CHF, make the Project significantly more difficult to achieve, or significantly increase the cost of the Project, the CHF may, but shall not be required to, appeal any such decision or denial, or may, upon notice to the Town, terminate this Agreement without recourse to either Party.

F. Private Oversight. The Town will not be involved in the oversight, management, design, or construction of the Project, except by the various administrative functions of Town bodies (e.g., the Board of Health, Building Inspections, Public Works Commission, or Police Department), and as required by Town bylaws, rules, or regulations as they affect members of the public in general.

G. Contractors and Other Parties. Any individuals (other than officers of the CHF and members of its governing body, who shall have no personal liability hereunder) or entities involved in the construction of the Project, including but not limited to those responsible for management or oversight, and subcontractors involved through completion of the Project, must acknowledge and, where applicable, adhere to this Agreement by signature on the form provided in Exhibit C. Signed acknowledgments shall be submitted to the Town Manager.

H. Hours of Construction. Once all permits have been issued, the CHF, its contractors, and the Town will negotiate details of the days and times of permitted access and construction on the Property so as not to unduly burden the progress or negatively impact the costs of the construction. If the Farm is open to the public during the Project, the CHF shall work with the Farm on a day-to-day basis to limit disruption to the Farm's normal activities. Any disputes or disagreements between the CHF and the Farm hereon shall be resolved by the Town.

6. **Amendment.** This Agreement shall not be amended or modified except by agreement in writing duly executed by the Parties, provided that the Town Manager and the CHF may agree to replace or modify exhibits hereto by mutual agreement without the need for further amendment of this Agreement.

7. **Liens.** The CHF agrees to pay promptly for any work done (or material or service furnished) by or on behalf of the CHF on the Project, and the CHF shall not permit or suffer any lien to attach to the Project on account of work done or for labor or materials provided to the CHF in connection with the Project. The CHF agrees to, within thirty (30) days after the CHF receives written notice of the filing of any action based upon any Notice of Contract and Statement of Account for the purpose of asserting any mechanic's, materialmen's, or other lien against the Project, to act to prevent such lien from attaching to the Town's interest therein either by payment or by filing of the necessary bond, or otherwise, if such liens arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the CHF on the Property.

8. **Indemnification.** The CHF agrees that the CHF's employees, contractors, agents, guests and invitees shall enter the Property at the CHF's sole risk. To the extent permitted by law, each Party agrees to indemnify and hold the other and its agents, officers and employees harmless from any claims, losses, damages or liabilities related to any such access to the Property, including without limitation any injury or death or loss or damage to vehicles, equipment or other personal property of any nature whatsoever and reasonable attorney's fees, resulting from the acts or omissions of the indemnifying Party or its respective agents, contractors or employees.

9. **Termination.** The Term of this Agreement, as provided in Section 3, shall control, provided that this Agreement may also be terminated: (a) by mutual written agreement of the Parties; or (b) at the option of either Party in the event of material breach of or noncompliance of the other with the terms of this Agreement, Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Agreement on written notice to the other, to take effect immediately if the other party fails to perform any covenant or commits a material breach of this Agreement and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default and said breach or noncompliance has not been cured within thirty (30) days after such notice subject to such delay as imposed by conditions beyond its control.

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond the reasonable control of such Party and not arising out of its own fault or negligence including without limitation: force majeure; unusually severe weather; natural disasters; fire; epidemic or pandemic; war, terrorism, or civil disturbance; labor strikes or work stoppages (not limited to the affected Party's own workforce); embargoes or material shortages not caused by the affected Party; unforeseen site conditions that could not reasonably have been discovered by customary inspection; or governmental orders, permitting delays, or shutdowns that render performance illegal or impossible.

10. Insurance.

A. Liability Insurance. The CHF shall maintain, or cause its contractor to maintain:

(i) For the mutual benefit of the Town and the CHF, and identifying the Town as an additional insured, general public liability insurance against claims for personal injury, death, and property damage occurring upon, in or about the Property for at least \$3,000,000.00 in the aggregate and \$3,000,000.00 per occurrence, including bodily injury and property damage; and

(ii) Employer's liability insurance, in an Agreement for not less than \$1,000,000.00, and worker's compensation insurance as required by statute.

B. Insurance Carriers; Policies. All insurance provided for hereunder shall be provided under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to the Town. Upon the execution of this Agreement, and thereafter not less than sixty (60) days prior to the expiration dates from time to time of the policies required pursuant to this Agreement, certificates of such insurance or, upon request of the Town, duplicate originals of the policies, in either case bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to the Town of such payment, shall be delivered by the CHF to the Town.

C. Non-cancellation. Each policy or certificate issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be cancelled, non-renewed or substantially modified without at least sixty (60) days' prior written notice to the Town.

11. **No Assignment.** The CHF shall not assign, sublet, encumber, or otherwise transfer, whether voluntary or involuntary or by operation of law, their Licenses pertaining to the Property without the Town's prior written consent.

12. **Notices.** All notices which are or may be required to be given by either party to the other under this Agreement shall be in writing, including by email and transmitted to the Parties as indicated below:

Town of Concord
Office of the Town Manager
22 Monument Square
Concord, MA 01742
klafleur@concordma.gov
Attn: Kerry Lafleur, Town Manager

and if to the CHF to:

President
Concord Housing Foundation
P.O. Box 751
Concord, Massachusetts 01742
ffeeley@bu.edu

or such other address with respect to either party as that party may from time to time designate by notice to the other given pursuant to the provisions of this section.

13. **Miscellaneous.**

A. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver.

B. Entire Agreement. This Agreement contains the entire understanding between the Parties, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, shall not be altered, amended or modified except in writing duly executed on behalf of the Parties hereto, and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

TOWN OF CONCORD,
MASSACHUSETTS, a municipal
corporation

CONCORD HOUSING FOUNDATION,
a Massachusetts non-profit corporation

By: _____
Mark Howell
Select Board Chair
Concord Select Board

By: _____
Frank Feeley III _____
President
Concord Housing Foundation

Date: _____

AND

Kerry Lafleur
Concord Town Manager
Date: _____

Both hereunto duly authorized pursuant to a
vote of the Select Board dated February ____,
2026

Presentation: Review of Local Initiative Program (LIP) Process for affordable housing and NOVO 40b

Presenter: Liz Rust, Co-director, Regional Housing Services Office, Stefanie Kiefer, Counsel, Smolak & Vaughan

February 26, 2026

By Electronic Mail

Mark Howell, Chair
Town of Concord Select Board
22 Monument Square
Concord, MA 01742

Re: NOVO Riverside Commons, 40B Comprehensive Permit, dated 4/16/24
292-294 Baker Avenue, Concord
LIP Application Draft – Change of Subsidy Program from NEF to LIP

Dear Chair Howell and Members of the Board:

Enclosed please find a link to the proposed Local Initiative Program (“LIP”) application within Chapter 40B. As you are aware, the NOVO Riverside Project was previously proposed under the New England Fund program, for which MassHousing serves as the Project Administrator. A Project Eligibility Letter under the NEF program issued on August 2023 and the Concord Board of Appeals approved a Comprehensive Permit for the NOVO Riverside Commons project in April 2024. At this time, we respectfully seek the Town of Concord, through its Select Board, to support the 201-unit NOVO Riverside Project under the LIP program.

As way of background, in October 2024, Taurus Investments brought on a new equity investor, Legal & General. In working together with its new equity partner, the NOVO Riverside Commons development is able to be funded sourced through Taurus’ equity partner without project financing through a member bank of the Federal Home Loan Bank of Boston (a requirement under the NEF Program). As such, the developer seeks to transfer the project subsidy from the NEF program (administered by MassHousing) to the LIP program (administered by the Executive Office of Housing and Livable Communities (“EOHLC”). Under the LIP Program, the Town it to acknowledge its support of the applicant’s 40B project. To date, the Town has informally acknowledged its support of the NOVO Riverside 40B, inclusive of the issuance of the Comprehensive Permit by the Zoning Board, the thoughtful review and input by the Planning Director and other town staff throughout the permitting process, as well as the receipt of a Grant by the Concord Municipal Affordable Housing Trust.

The applicant under the proposed LIP application is L&G 300 Baker, LLC. MassHousing has previously approved the transfer of its PEL from the original applicant, NOVO Riverside Commons LLC to the newly established limited dividend entity, L&G 300 Baker, LLC, created to develop NOVO Riverside Commons. A copy of the MassHousing letter of transfer is also attached hereto. Please note that Taurus Investments continues as the development manager for the construction and development of NOVO Riverside Commons.

We respectfully request that upon your review of the attached LIP application, together with the prior presentation made by RHSO on February 25 and our upcoming presentation to the

Board at its March 2 hearing, that the Select Board provide a letter of support for the NOVO Riverside Commons project to EOHLC. We also kindly ask that the Board vote to authorize the Chair (or Town Manager) to execute the LIP Application on behalf of the Town.

We look forward to attending the Select Board March 2 meeting to discuss and answer any of your questions.

Respectfully submitted,

/s/ Stephanie A. Kiefer

Stephanie A. Kiefer

Encl.



L&G
1 Coleman Street
London EC2R 5AA
United Kingdom
www.legalandgeneral.com

VIA ELECTRONIC MAIL:

Massachusetts Executive Office of Housing and Livable Communities
Local Initiative Program
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attn: Rieko Hayashi, LIP Director

February 18, 2026

Re: Signed Letter of Interest from Construction Lender – Massachusetts Local Initiative Program – NOVO Riverside Commons, 292-294 Baker Avenue, Concord, MA (the “Development”)

Director Hayashi,

On behalf of Legal & General Assurance Society Limited (“LGAS”), I am writing to formally confirm LGAS’ interest in funding all of the capital investment needed to complete the Development. LGAS intends to provide both equity and debt capital for the Development. Specifically, the debt capital would be coming from one of LGAS’ subsidiaries, L&G Multifamily LLP, which will be the lender of record on the mortgage recorded against the Development.

Subject to the completion of our customary diligence, internal approvals, and the negotiation of mutually acceptable definitive documentation, we believe this project aligns with our long-term investment strategy and our commitment to supporting high-quality developments that contribute positively to local communities.

This letter is provided to evidence our good-faith interest in the Development for purposes of completing the Local Initiative Program Application for Comprehensive Permit Project for the Development. If you have any questions or need anything further, please work with our local development manager at Taurus Development Manager LLC, Chris Bornhorst at Cbornhorst@tiholdings.com or 617.999.3571.

Thanks for your attention and help with this matter.

Sincerely,

Chandra Chadalawada

Chandra Chadalawada
Authorized Signatory
Legal & General Assurance Society Limited

Status Update: West Concord Cell Service

Presenter: Megan Zammuto, Deputy Town Manager



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

To: Concord Select Board

From: Megan Zammuto, Deputy Town Manager

Date: February 26, 2026

Re: West Concord Cell Infrastructure – FY26 Priorities and Sequencing

As the Board will recall, last fall we discussed advancing a West Concord cell solution with the goal of having a project underway in FY26. Since that time, staff have continued to monitor service concerns, coordinate with our RF consultant as needed, and assess potential municipal and non-municipal locations at a high level.

Based on where we are today, I recommend that we concentrate Town resources in FY26 on the two cell infrastructure projects already in progress (Concord Center and the Landfill) and defer additional municipal site expansion discussions to FY27.

This recommendation reflects the following considerations:

- **Project Focus and Delivery:** Advancing the two active projects to completion will require sustained staff coordination, consultant support, and community communication. Concentrating Town resources on these efforts in FY26 will improve the likelihood of timely delivery and avoid diluting attention across multiple parallel initiatives.
- **Technical Context and Community Discussion:** Recent discussions have highlighted differing perspectives regarding coverage gaps, system constraints, and the range of infrastructure options available to address service needs. Continued discussion of these issues is important to ensure that future infrastructure investments support existing residents and commercial areas, as well as anticipated future development, including the MCI Concord site.
- **Carrier Partnership and Market Conditions:** Verizon currently has the weakest coverage in the West Concord business district. The Town is finalizing a lease agreement with Verizon at the Umbrella site, and Verizon is also working with Wireless Edge Towers to co-locate at the Landfill site. Advancing these projects will help establish a successful implementation framework and demonstrate a productive carrier partnership. Once those projects are further along, it will place the Town in a stronger position to reassess West Concord opportunities with clearer information and demonstrated momentum.

Select Board Liaison Reports

Public Hearing

Select Board Sponsored Articles:

#4 Ratify Personnel Board Actions

#5 Ratify Personnel Board Classification & Compensation Plan

#25 Adopt Conservation Fund Bylaw

#27 Amendment of Solicitation Bylaw

#28 Select Board to Accept Easements

#30 Citizen Petition: Solar Rooftop Bylaw

#31 Citizen Petition: Revolutionary War Monument

#42 Citizen Petition: Proposed Composting Rate Payer Plan

ARTICLE 25. Adopt Conservation Fund Bylaw

Mr. Boehm moves that the Town take affirmative action on Article 25 as printed in the Warrant.

ARTICLE 25: Adopt Conservation Fund Bylaw

Purpose

- Establishes a Conservation Fund under M.G.L. c. 40, § 8C
- Creates a dedicated funding source for conservation purposes
- Administered by the Natural Resources Commission (NRC)
- The NRC may, in accordance with this Bylaw, expend money in the Fund for purposes of conservation, natural resources protection and related purposes

Authorized Uses of the Fund

- Acquisition of conservation and agricultural restrictions
- Preservation and management of conservation land
- Appraisal, engineering, planning, and legal services
- Fee acquisition of land, subject to Select Board approval

Benefits

- Fund allows the NRC to act in response to properties that may become available to the Town for acquisition and conservation
- Includes, but not limited to, parcels of land identified in the *Open Space and Recreation Plan* for conservation

Administration and Coordination

- Fund administered by the Natural Resources Commission, with acquisition of land subject to Select Board approval
- Prior to utilization of the Fund, consultation required with:
 - Concord Municipal Affordable Housing Trust
 - Town Manager
 - Director of Public Works
- Ensures coordination across Town interests

Financial Structure

- Town Treasurer serves as custodian of the Fund
- Funds invested pursuant to M.G.L. c. 44 § 55, 55 A, and 55 B
- Income remains in the Fund
- Funds may carry over year to year
- Funding sources may include, but are not limited to, those from the Community Preservation Act

ARTICLE 25. Adopt Conservation Fund Bylaw

Mr. Boehm moves that the Town take affirmative action on Article 25 as printed in the Warrant.

ARTICLE 27: Amendment
of Solicitation Bylaw

ARTICLE 27. Amendment of Solicitation Bylaw

Ms. Hartman moves that the Town take affirmative action on Article 27 as printed in the Warrant.

Purpose of the Amendment

- Updates and clarifies existing bylaw language
- Establishes a defined licensing process
- Formalizes review and approval criteria
- Clarifies enforcement authority and procedures
- Preserves statutory exemptions

Licensing & Application Requirements

- Individual license required for each solicitor
- Written application signed under penalties of perjury
- \$5 application fee
- Application submitted within 10 business days of requested start date
- Application must include business and vehicle information

Review Standards & Eligibility

- Chief of Police investigates and reviews each application
- License may be denied for incomplete or false information
- Disqualification for specified property, fraud, violent, and sex-related offenses within 7 years
- Appeal of denial may be made to the Select Board

Operating Standards & Enforcement

- License effective for up to 90 days
- Identifying badge required while soliciting
- Solicitation permitted 8:00 AM – 8:00 PM
- License may be revoked for violation of the bylaw
- \$50 fine per offense; each day constitutes a separate violation

ARTICLE 27: Amendment of
Solicitation Bylaw

ARTICLE 27. Amendment of Solicitation Bylaw

Ms. Hartman moves that the Town take affirmative action on Article 27 as printed in the Warrant.

ARTICLE 42: Proposed Composting Rate Payer Plan

CCHS Sunrise Club (rep. Iliana Benson) and
Shelly Karlin

**To urge the Town to adopt and negotiate a
ratepayer composting plan for households and
commercial buildings, through a pre-existing
organic waste disposal company, or act on
anything relative thereto.**

Environmental Impact of Composting

Landfills lack the oxygen that compostable items need to fully decompose. This causes increased methane gas emissions, which is 84 times more effective at absorbing the sun's heat than CO₂, making it one of the most potent greenhouse gases and a huge contributor to climate change. By putting biodegradable items into the compost instead of the trash, huge amounts of waste can avoid the landfill. Another factor to consider is that MA also uses incinerators for waste disposal, and the CO₂ generated from the approximately 2,970,000 tons of waste combusted in just in 2024 (data from MassDEP 2024 Solid Waste Data Update).

ARTICLE 42: Proposed Composting Rate Payer Plan

What is a rate payer system?

ARTICLE 42: Proposed Composting Rate Payer Plan

- Citizens can opt into the plan, same as recycling and trash, through the town website.
- We are asking the town to consider negotiating with composting company vendors so that the entire town has lower rates to pay compared to subscribing to composting as a singular household/commercial site.
- The composting company would have pre-existing infrastructure and resources to deal with the compost. Essentially, we would be outsourcing the composting process but making it easier to access for the entire community.

How it fits into Climate Action and Resilience Plan

Sustainable Concord is a plan designed to prioritize actionable solutions for both reducing greenhouse gas emissions while improving our community's resilience to the impacts of climate change.

- Current average household organic waste generation is 8lbs/week. Without composting, this is equivalent to creating 4,298 tons of CO2 per year.
- Direct and actionable way to lessen the impact of greenhouse gas emissions
- A priority action in the CARP is to "Create opportunities town wide to increase the waste diversion rate by 30%."

ARTICLE 42: Proposed Composting Rate Payer Plan

Final 2030 Solid Waste Master Plan by MassDEP

Goals to reduce disposal statewide by 30 percent (from 5.7 million tons in 2018 to 4 million tons in 2030) over the next decade. Long-term goal of achieving a 90 percent reduction in disposal to 570,000 tons by 2050. MassDEP is expanding its **waste disposal bans** by lowering the threshold on **commercial organic/food waste** to facilities generating more than one-half ton of these materials per week. MA is projected to close all in-state landfill sites by 2030 as well. Separate food waste disposal needs to be incorporated into the town's waste management plan in consideration of future monetary and environmental costs

ARTICLE 42: Proposed Composting Rate Payer Plan

Final 2030 Solid Waste Master Plan by MassDEP Takeaways

Commercial organic waste over ½ ton per week **must** switch to composting or alternative plans by 2030. That means that nearly all restaurants in Concord **will** be using composting, if they are not already. If the town does the ratepayer system, it allows the town to help local businesses financially (see Bedford example) and support them in going green.

Mass DEP Recycling IQ Kit Case Study Report

ARTICLE 42: Proposed
Composting Rate Payer Plan

- Statewide, **89 municipalities in Massachusetts have a residential food waste collection program.** In 2023, these municipalities reported diverting **over 20,000 tons of food scraps from the waste stream.**
- Curbside food waste collection programs are growing in Massachusetts. **Twelve communities have a municipally supported curbside program,** where residents put their food scraps in a separate bin, to be picked up curbside along with their trash, or by a separate hauler. Some municipalities support these programs by providing free curbside food waste containers or kitchen counter bins or fully fund the program.












MassDEP's Sustainable Materials Recovery Program (SMRP) has awarded \$350K in grants to municipalities over the past 10 years to start or expand upon their own curbside collection program or residential food waste diversion programs. Municipalities can use grant funds to purchase residential curbside food waste carts, or kitchen counter food scrap bins, or help with outreach and education.

MassDEP manages **Statewide Contract FAC113**, which includes recycling containers, compost bins and rain barrels, curbside wheeled carts for organic and food waste material, kitchen counter buckets and backyard compost bins. **Municipalities can procure items directly from this contract without bidding publicly**

ARTICLE 42: Proposed Composting Rate Payer Plan

What are nearby towns doing?

ARTICLE 42: Proposed
Composting Rate Payer Plan

Town	Curbside Composting Available	Drop-off program	Composting Facility in-town	Received grants
Newton				
Watertown				Not mentioned on town website
Lexington				Not mentioned on town website
Bedford				

Bedford's Example (1)

The town-wide program is a public-private partnership, where the resident signs up on Black Earth's website for service. Once a registration is received, DPW receives a confirmation email and we deliver the starter kit. Black Earth then handles all the customer service functions, including missed pickups, with the exception of cart maintenance, which DPW manages directly. Residents call us for broken bins.

Bedford's Example (2)

ARTICLE 42: Proposed
Composting Rate Payer Plan

Our contract with Black Earth was procured through an open, competitive Request for Proposals or RFP. As I mentioned at the meeting, the primary benefit was that rates cannot increase during the life of the contract and our density discount threshold is also held firm. The contract itself only obligates the Town to provide the starter kit (approx. \$47/HH in Bedford's case before grant reimbursement).

The utility credit is a unique feature to our program. Because our grant funding provides \$10 in start up costs, we elected to apply those directly to the water bills of participating residents.

-Elizabeth Antanavica, DPW Business Manager Bedford

Potential Resources Needed

ARTICLE 42: Proposed
Composting Rate Payer Plan

- In Arlington, you pick up starter kit from town hall (saves resources from delivery). We may require a place to keep supplies and volunteers for handing them out monthly, or can request composting company to handle that.
- Organize request for proposals from composting companies
- Negotiate a contract with a composting company regarding terms for a rate payer system in Concord
- We recognize that Concord Public Works has many ongoing projects, and are grateful to the work already being done to protect the environment. We believe that this can be undertaken with minimal resources supplied and have a huge impact on doing everything we can to help the environment.

Potential Composting Vendors

- Black Earth has already shown that they have the infrastructure and the interest in expanding (Bedford, Arlington, Watertown)
- City Compost
- Cero Cooperative (commercial only)

ARTICLE 42: Proposed
Composting Rate Payer Plan

Finances: Grants available to apply for (1)

SMRP municipal grants

The Sustainable Materials Recovery Program is offering various grants this spring intended to support local recycling, composting, reuse, and related programs. These grants are listed on the next slide.

Finances: Grants available to apply for (2)

- Drop-off Equipment
- Food Waste Collection Carts
- Pay-As-You-Throw Program Funds
- Recycling Dividends Program

ARTICLE 42: Proposed Composting Rate Payer Plan

Finances: Grants available to apply for (3)

- Regional Small-Scale Initiatives
- Waste Reduction/Organics Capacity/Permanent HHW Facility Project Proposals

<https://www.mass.gov/how-to/apply-for-a-sustainable-materials-recovery-program-smrp-municipal-grant>

ARTICLE 42: Proposed Composting Rate Payer Plan

How do we spread the word to sign up?

- Flyers
- Canvassing/door to door (done by volunteers/Sunrise Club)
- Town website page
- Word of mouth by neighbors (Bedford group said this is what works best)
- Ask for support from local climate organizations to spread the word

ARTICLE 42: Proposed Composting Rate Payer Plan

Thank you for your time!

ARTICLE 42: Proposed Composting Rate Payer Plan

ARTICLE 42: Proposed Composting Rate Payer Plan

CCHS Sunrise Club (rep. Iliana Benson) and
Shelly Karlin

**To urge the Town to adopt and negotiate a
ratepayer composting plan for households and
commercial buildings, through a pre-existing
organic waste disposal company, or act on
anything relative thereto.**

Article 31

Revolutionary War Memorial

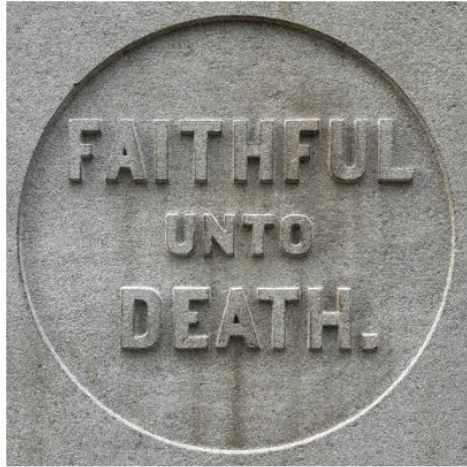
Mr. Dane moves that the Town take affirmative action on Article 31 as printed in the Warrant.

Article 31

Revolutionary War Memorial

To authorize the Concord250 Corporation to design, finance and build a suitable memorial recognizing the residents of Concord who died in the Revolutionary War on Parcel 1693 subject to any necessary approvals or permits from the Historic District Commission or Planning Board, or take any other action relative thereto.

The Soldiers' Monument, 1867



War Memorials in Monument Square



Civil War (The Soldiers' Monument)



Spanish-American War



World War I



World War II, Korean War, Dominican Civil War, Vietnam War, Iraq War

Memorials in Concord to British Soldiers



near Monument Square



Meriam's Corner



North Bridge

The 22 Concordians known to have been killed or died in the Revolutionary War, 1775-1783:

Richard Anthony

Thomas Faye

Solomon Rice

Benjamin Ball

Amos Goodale

Ebenezer Smith

Simeon Burridge

Danforth Heywood

William Wheeler

William Burridge

Titus Heywood

William Wilson

William Buttrick

Tilly Holden

Samuel Wyman

John Corneall

Aaron Oliver

Sampson Yearney

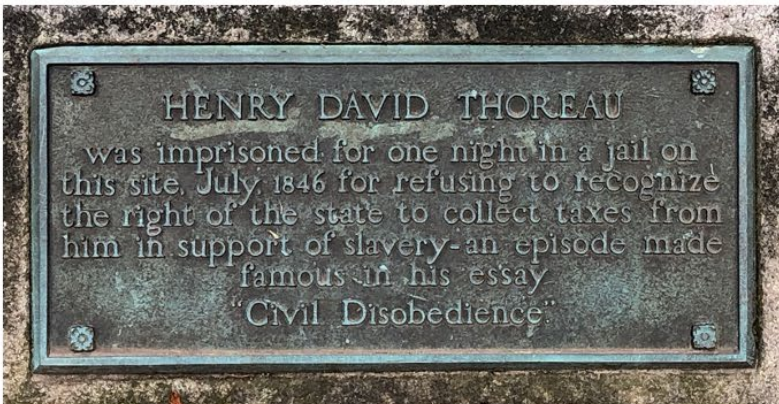
Barnabas Davis

Reubens Parks

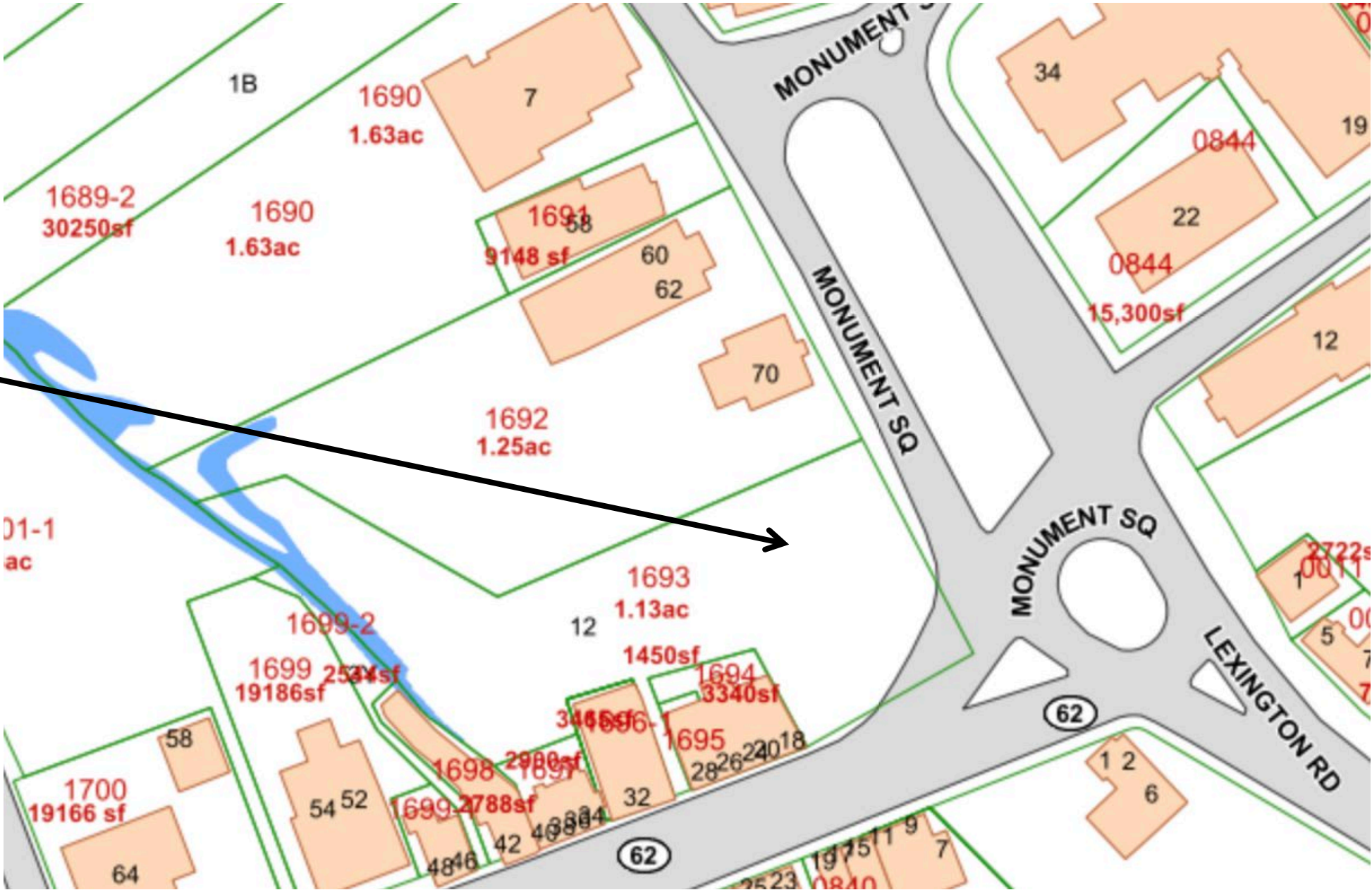
Rev. Wm. Emerson

Dr. Samuel Prescott

Parcel 1693 in Monument Square



Parcel
1693



If this Article is passed, the Revolutionary War Memorial will be constructed and financed with private funds at no cost to the Town.

Article 31

Revolutionary War Memorial

Mr. Dane moves that the Town take affirmative action on Article 31 as printed in the Warrant.

Solar Rooftop Bylaw

Anticipated Motion as Printed in the Warrant
Select Board Hearing
Dean Banfield
March 2, 2026

Studies and Goals for Solar

- 2010 CMLP targeted 25MW of solar by 2030
- 2011 Solar Siting Report goal 22MW
- 2021 Climate Action Plan – 2030 goal 20MW
- 2024 Solar Task Force Report
 - 14MW max potential (4MW of which unlikely)

Efforts to Date

- 2010 48kW array, Willard School
- 2014 1.7MW former landfill
- 2017 5.6MW former WR Grace property
- 2026 Landfill expansion and upgrade
 - 1.7 -> 4.2MW (adds 2.5MW)
- 2026 CMS array designed @1.2MW

Solar Task Force Findings -2024

- Limit CMLP solar to cost neutral projects
 - No more unused ground mount sites identified
 - Canopies and CMLP-managed rooftops, not cost effective and/or overly complex to manage
- ‘Behind the meter’ systems are cost effective
- **Report identifies solar on new public buildings as the remaining opportunity**

Benefits from Rooftop Solar

- Equity – in our backyard
- Local renewable energy eases NE grid stress
- Reduced operating cost (lower electric bills)
- Aligned with Town goals for minimal carbon footprint public infrastructure

Implications

- Clear guidance for future building committees
 - Integrated design
 - Unified bid/construction responsibility
- Single entity responsible for maintenance
 - Town or School as designated responsible party
- Payback period likely 6-8yrs without subsidy
- Capital upcharge @ 1-1.5% for typical school

Bylaw Language

- Codifies as a bylaw recommendation to include solar on all new Town buildings
- Provides lower limit and exemption for unelectrified storage structures
- Provides appeal/waiver process via Select Board action

Questions / Discussion

ARTICLE 4. Ratify Personnel Board Classification Actions

Mr. Mrachek moves that the Town take affirmative action on Article 4 as printed in the Warrant, with the addition of the following actions taken subsequent to the closing of the Warrant: Amend the title of “Geriatric Health Nurse” to “Council on Aging Wellness Nurse” under Grade 5; add “Utility Billing Coordinator” to Grade LP-6 effective February 11, 2026; add “Administrative Services Manager” to Grade 8 effective March 11, 2026.

Classification Actions

- An Amendment to a Compensation Plan which:
 - Adds or deletes a job title
 - Assigns a title to a salary range
 - Reassigns a title from one salary range to another

Note: Existence of a title on the Compensation Plan does not approve funding; funding is subject to town meeting approved General Fund and Enterprise Fund budgets.

Actions are Necessary When...

- The Town Manager creates a new position
- The duties of an existing position change in a significant manner
- A position title needs to be updated

Results of Actions

- Maintain appropriate job titles and salary ranges
- Allows the Town to attract and retain competent employees
- Comply with pay equity laws

Recommendation

The Personnel Board recommends affirmative action on Article 4 as printed in the warrant and in the updated filing with the Town Clerk as presented at Town Meeting to amend the classification of specific roles, job titles or salary ranges.

ARTICLE 4. Ratify Personnel Board Classification Actions

Mr. Mrachek moves that the Town take affirmative action on Article 4 as printed in the Warrant, with the addition of the following actions taken subsequent to the closing of the Warrant: Amend the title of “Geriatric Health Nurse” to “Council on Aging Wellness Nurse” under Grade 5; add “Utility Billing Coordinator” to Grade LP-6 effective February 11, 2026; add “Administrative Services Manager” to Grade 8 effective March 11, 2026.

ARTICLE 5. Ratify Personnel Board Classification and Compensation Plan

Mr. Mrachek moves that the Town take affirmative action on Article 5 as printed in the Warrant, with the amendment and addition of the following positions voted subsequent to the closing of the Warrant: Amend the title of “Geriatric Health Nurse” to “Council on Aging Wellness Nurse” under Grade 5; add “Utility Billing Coordinator” to Grade LP-6 effective February 11, 2026; and add “Administrative Services Manager” to Grade 8, effective March 11, 2026.

Clarification

- Article 5 does not cover how much money is spent on salaries.

- Items still subject to approval include
 - Job Titles
 - Groupings/Grades of Positions
 - Salary Ranges

Objective

- Uniform salary ranges based on job responsibilities and requirements
- Equal pay for equal work
- Internal equity across departments
- External competitiveness of salaries
- Comparability with salaries of unionized employees

Components of a Compensation Plan

- Classification
 - Job Evaluation – Internal Equity

- Compensation
 - Salary Survey – External competitiveness and benchmarking of positions in comparable communities.

Step Chart

- On July 1, 2024, the Town built an 18 step chart within the framework of the GovHR Compensation Plan.
- Assuming successful performance, an eligible employee moves one Step each year until Step 18 is reached.
- The step chart provides employees with predictability of their salary from year to year. It also simplifies budgeting.

FY2027 Request

- No adjustments were made to the Town's Compensation Plan from FY2025 to FY2026, which would have resulted in a "COLA" adjustment for eligible employees.
- For FY2027, the Town Manager and the Personnel Board are recommending an adjustment to the Compensation Plan of 1.2%.
- This will provide for a minimum 1.2% base wage adjustment for eligible, non-union employees.

Why a 1.2% Adjustment?

- The adjustment is based on the Consumer Price Index; Boston area CPI-U is 3.2%.
- If/when the CPI-U exceeds 2%, the Town will provide a COLA equivalent to the excess over 2%.

Updated Compensation Plan

We have provided for Town Meeting a handout with the most current version of the Compensation Plan which has been updated since the warrant was printed.

Recommendation

The Personnel Board recommends affirmative action on Article 5 as printed in the warrant and in the updated filing with the Town Clerk and as presented for amendment at Town Meeting.

ARTICLE 5. Ratify Personnel Board Classification and Compensation Plan

Mr. Mrachek moves that the Town take affirmative action on Article 5 as printed in the Warrant, with the amendment and addition of the following positions voted subsequent to the closing of the Warrant: Amend the title of “Geriatric Health Nurse” to “Council on Aging Wellness Nurse” under Grade 5; add “Utility Billing Coordinator” to Grade LP-6 effective February 11, 2026; and add “Administrative Services Manager” to Grade 8, effective March 11, 2026.

ARTICLE 28: SELECT BOARD TO ACCEPT EASEMENTS

**Article 28: Select Board to
Accept Easements**

Ms. Solomon moves that the Town take Affirmative action on Article 28 as printed in the Warrant.

ARTICLE 28: SELECT BOARD TO ACCEPT EASEMENTS

Purpose

- Allows the acceptance of easements by the Select Board, at no cost to the town.
- Also gives authorization for easement acceptance related to enterprise funds.
- Provides the flexibility to address land interests in project (public and private) development in a timelier fashion and reduces the need for temporary legal instruments.

ARTICLE 28: SELECT BOARD TO ACCEPT EASEMENTS

Examples

- Easements are routinely acquired for the following purposes:
 - Roads, sidewalks, vehicular, bicycle or pedestrian access or passage
 - Water, drainage, sewer infrastructure
 - Fiberoptic cable, electricity and other utilities

ARTICLE 28: SELECT BOARD TO ACCEPT EASEMENTS

Article 28: Select Board to Accept Easements

Ms. Solomon moves that the Town take Affirmative action on Article 28 as printed in the Warrant.