

**TOWN OF CONCORD
SELECT BOARD
AGENDA
January 8, 2018**

7PM – Select Board Room – Town House				
1.	Call to Order			
2.	Consent Agenda:			
	<ul style="list-style-type: none"> • Town Accountant’s Warrants • Minutes • Gift Acceptance • Concord Children’s Center \$1,800 Playground at Ripley Gift Account • One Day Special Licenses • Concord Art Association 2/3 6:30PM-8:30PM 37 Lexington Road Wine & Malt • ORCA/Bob Massie 1/18 5:00PM-6:30PM 37 Lexington Road Wine & Malt • Proclamation • 51 Walden – Access to the Performing Arts 			
3.	Town Manager’s Report			
4.	7:05PM Public Hearing – Change of Manager & Change of Directors: Concord Rod & Gun Club, 74 Strawberry Hill Road			
5.	Amend Hours of Operation – West Concord Liquors, 1216 Main Street			
6.	Discussion of White Pond Advisory Committee charge			
7.	Discuss possible Cultural District Advisory Committee			
8.	Health Insurance Issues			
9.	CCTV Inter-Municipal Agreement			
10.	Review 2018 Town Meeting Warrant Articles			
11.	FY19 Budget Discussion			
12.	Public Comments			
13.	Committee Liaison Reports			
14.	Miscellaneous/Correspondence			
15.	Committee Nominations:			
16.	Committee Appointments:			
17.	Adjourn to Executive Session for the purposes of discussing Land Acquisition, Litigation, and Employee Contracts			

PENDING

Monday	January 15	All Day	Martin Luther King Jr. Day	Town Offices Closed
Monday	January 22	7PM	Select Board Meeting	Town House
Monday	February 5	7PM	Select Board Meeting	Town House
Monday	February 19	All Day	Presidents Day	Town Offices Closed
Monday	February 26	7PM	Select Board Meeting	Town House
Monday	March 12	7PM	Select Board Meeting	Town House
Monday	March 26	7PM	Select Board Meeting	Town House

Gift Acceptance Log – January 8, 2018

Gift Received From:	For Gift Account:	Total Amount:
Concord Children's Center Inc. d/b/a CIPS Parent Group	Playground at Ripley Gift Account	\$1,800.00

Weekly One Day License Log – January 8, 2018

Applicant Name & License Number	Phone Number	Date	Location	Type of Alcohol	Event Details
18-01 Concord Art Assoc.	978-369-2578	2/3	37 Lexington Rd	Wine & Malt	Event Coordinator: Kate James Bartenders: Tina Ghikas Under 21: No First License in Concord: No
18-02 ORCA / Bob Massie	978-371-9991	1/18	37 Lexington Rd	Wine & Malt	Event Coordinator: Brianne Krupsaw Bartenders: Lori Zuroff Under 21: First License in Concord: Yes

WEST CONCORD LIQUOR STORE, INC.
1216 MAIN STREET
CONCORD, MA 01742

Tel: 978-369-3872 Fax: 978-369-9562

December 11, 2017

Board of Selectmen
Town of Concord
Concord, MA 01742

Subject: Sunday hours at West Concord Liquor Store, Inc. DBA West Concord Wine and Spirits

The Board of Directors voted on December 1st, 2017 to apply for a change of hours for Sunday openings. Our current license reads 10 A.M. to 6 P.M. We would like to apply for a change of operating hours on Sundays and for our license to read 10 A.M. to 8 P.M.

Very truly yours,

West Concord Liquors, INC.



Joseph C. Saia
President

ADMINISTRATIVE CODE

for the

WHITE POND ADVISORY COMMITTEE

Background and purpose

It is the consensus of the town officials and the White Pond neighborhood groups that the town and the White Pond residents should face the White Pond issues locally. This consensus came about as a result of the denial by the State Legislature, on two separate occasions, to allow the town to establish its own land use standards by means of an exemption from the sub-standard lot laws.

The Board of Selectmen, therefore, will establish a five person Committee to serve until Sept. 30, 1975 as an advisory and liaison Committee to review and analyze the concerns of the areas and play a leadership role in programming the solutions to the recognized and accepted problems.

This Committee, appointed by the Selectmen, will serve under the general supervision of the Board. Staff guidance will be provided by the Town Manager and the departments under his jurisdiction and the Town Planner will act as the interdepartmental coordinator.

Duties and Responsibilities

The White Pond Advisory Committee shall have the following duties and responsibilities:

- (1) Isolate and identify all of the concerns of the various neighborhoods included in what is generally considered the White Pond area and group these neighborhood concerns into logical classifications, i.e. public work, health and sanitation, planning and zoning, etc.

(2) Establish a set of standards to judge the magnitude or urgency of the various neighborhood concerns.

(3) Refine the concerns identified in (1) and by a selection process, determine which should be considered for further action and which should be discarded because they do not meet the accepted standards.

(4) Review and establish the legal and procedural process to accomplish the solutions to those concerns which survive the selection process.

(5) Reevaluate the concerns which have been selected to determine the impact that their solutions would have on the effected property owners, the various White Pond organizations, the general area and the town in terms of betterments, assessments, tax rates, environmental effects, development of the area, property rights, etc. This exercise should result in a list of projects in their order of importance.

(6) Prepare the outline for the procedural steps to be taken to accomplish the projects, i.e. some may possibly be accomplished by an administrative action; others may require town meeting votes in terms of by-laws, amendments to by-laws, appropriations, etc.; others may require amendments to existing governing statutes, and so forth.

(7) Submit a progress report to the Board of Selectmen within six months from the time of the appointment of the Committee and a final report no later than September 1, 1974, recommending the course of action the Town and neighborhoods should take. Interim reports and recommended actions on specific issues will be acceptable as long as they have been considered in the context of the overall project and their effects weighed against all other factors under consideration.

(8) Advise and assist the various appropriate specific departments, boards and committees to accomplish the approved projects falling within their jurisdictional areas.

(9) Continue in an advisory capacity until the approved master program has been completed and/or until the Committee is discharged by the Board of Selectmen.

APPROVED:

BOARD OF SELECTMEN

APRIL 2, 1973

**Town of Concord
White Pond Advisory Committee
Committee Charge**

A. Background

White Pond is an approximately 40 acre Great Pond located in the southern portion of Concord. White Pond is a natural kettle pond with no surface inlets or outlets. Water levels in White Pond depend on groundwater and precipitation, and as a result, regularly rise and fall several feet over multiple year periods. However, maximum water depths are typically in excess of 50 feet. (1)

Henry David Thoreau wrote about White Pond saying “perhaps the most attractive, if not the most beautiful of all our lakes” is White Pond. White Pond and the adjacent Town-owned land provide recreational opportunities for residents and visitors, including boating, fishing, hiking, biking, skiing, skating, swimming and wildlife viewing.

Active recreational use and uncontrolled development can carry a risk to the Pond and its watershed from misuse and overuse. It was to address development concerns of the neighborhood and appropriate watershed use that the original White Pond Advisory Committee was formed.

B. Purpose

The White Pond Advisory Committee has been and continues to provide a forum for neighborhood concerns, especially with regards to quality of life and concerns for the pond and the watershed. The Committee solicits input from local residents and the broader Concord community and advises the Select Board and any other applicable Town Committees with respect to the most appropriate and effective steps to:

1. Preserve and protect the White Pond watershed to provide a safe, clean and natural environment for all residents and visitors to the Pond.
2. Provide input to help ensure that water quality, at a minimum, meets Massachusetts water quality standards for swimming in recreational waters.
3. Ensure a safe and enjoyable quality of life for residents around the pond.
4. Make the pond accessible to all Concord residents.

And to:

5. Provide a focal point for community concerns about the pond.
6. Provide guidance to homeowners within the Pond watershed to avoid any negative impact to the pond or the groundwater.
7. Provide input to the Building Inspections Division on any concerns noted with construction plans within the Watershed.

C. Committee Responsibilities

1. Solicit input on the needs, concerns and aspirations of the residents of the White Pond watershed and from the broader Concord community, and communicate recommendations to the Select Board.
2. Review and consider water quality data, analysis and recommendations from qualified sources and make recommendations to the Select Board for management of the pond ecosystem.
3. Make recommendations, as needed, to the Select Board concerning staff and resources dedicated to use of the pond, watershed, and trails.
4. Submit an update of the "State of the Pond" report to the Select Board annually.
5. Strategize on ways to obtain local, State, Federal or other resources to protect the White Pond ecosystem and provide this information [or these strategies] to the Select Board.
6. Work to build a broad base of support for the Pond.
7. Assist with education of property owners and residents in the watershed regarding impact on the pond from excessive or accelerated run off from development, improper chemical use and disposal, faulty septic systems, fertilizer and pesticide use, as well as identifying ways to improve or enhance water quality and reduce impacts from development.

D. Committee Membership

The committee shall be composed of five Concord residents to be appointed by the Select Board. Each member shall serve a term of three years. The Committee shall be led by a Chair who shall be elected by the Committee for a term of one year. The Committee will normally meet monthly.

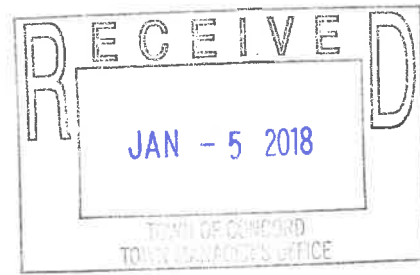
E. Other Considerations:

The Committee shall 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. The membership shall elect its own chair. The Committee chair shall consult with the Town Manager to discuss the need for staff or financial support for the Committee's activities.

Endnotes

1. White Pond Watershed Management Plan
2. ESS Group Final Revision 5/29/15
3. A Shared Future: A Comprehensive Vision for White Pond, its Watershed and its Neighborhoods. White Pond Advisory Committee 3/29/15

January 5, 2018



Dear Members of the Select Board:

I am writing to appeal to you in the hopes that you will create one or two Local Cultural Councils to shepherd the work of our two prestigious Massachusetts Cultural Council (MCC) Cultural Districts in both Concord and West Concord. These groups, referred to in MCC literature as “partnerships” are necessary to comply with the MCC’s guidelines, as excerpted here:

A cultural district designation will be in effect for five years. An Annual Progress Report is required each year. A designation may be renewed for an additional five years if the district partnership has maintained compliance with annual reporting requirements in prior years, and the city or town recommits to its cultural district’s work.

To establish the local cultural councils we have in place, then-director of the Chamber of Commerce, Stephanie Stillman, created a “cultural district partnership” of interested constituents that shepherded the applications through a long and intense candidacy phase. Once we were awarded those designations, those groups dissolved. But another or others should be created in their place, comprised of “a diverse mix of organizations and businesses that represent the shared interests of the district.” To that end, the MCC gives specific guidance:

The majority of organizations in the partnership must be located in the district. At a minimum, the following types of organizations or individuals should be involved in the management of the district on a regular and ongoing basis:

- City or town representative/s.
- Local Cultural Council.
- Cultural organization/s incorporated in Massachusetts (arts, humanities, sciences.)
- Two or more artists that live and/or work in the district or an organization that represents artists.
- For-profit creative business e.g. gallery, dance school.
- Local business and/or chamber of commerce.

Depending on the assets in the cultural district, and the district’s goals, a municipality may also elect to include the following types of entities:

- Tourism representative.
- Historic preservation.
- Hospitality representative.
- Educational institutions.

This has not happened, and as a result, the Town of Concord is not fulfilling its formal commitments as well as taking advantage of the opportunities to apply for grants and other support from the MCC.

What would these councils – or council, if you choose to create only one – do? In addition to organizing and planning cultural events in the district, this group must also create an Annual Progress Report each year of the five-year designated period, as the impact of a cultural district must be tangible and measurable. All designated cultural districts must gather the following baseline data:

- Visitors – Track number of visitors to the district, and;
- Building Occupancy – Changes in occupancy rates.
- Members must also track data that measure the impact of the district and reflect the district's specific goals. Examples include, but are not limited to: aggregate sales tax in the district, number of full-time jobs, number of artists, box office sales, consumer surveys, and so on.

To that end, the MCC's guidelines state:

- The partners' roles and responsibilities must be clearly articulated and include a meeting schedule, terms of office and other expectations.
- The partnership is responsible for developing a management plan involving agreed-upon objectives that: prioritizes tasks, allocates resources, establishes timelines and milestones and provides a means to measure success in relationship to the goals set out in the application for designation to the Mass Cultural Council.
- The partnership is expected to convene on a regular basis.
- The partnership may also form advisory committees, working groups and sub-committees and so on as deemed necessary to provide support for the district's goals made up of stakeholders within the district.
- Third-party arrangement: The municipality may elect to assign the day-to-day management responsibility to one of the cultural district partners who will act as the municipality's agent. The partner must be in good financial standing, and have the capacity to lead the partnership. However, the municipality must be represented in the partnership. If the day-to-day management of the district is assigned to a third party, there must be a written agreement between the city or town and the designated partner that outlines the responsibilities of each party. The agreement must include an exit plan for either party, fiscal arrangements, reporting and so on. The agreement should be in line with local municipal regulations and reviewed by the municipality's legal counsel prior to submitting an application.
- The partnership may include cultural for-profit or not-for-profit organizations outside the geographic boundaries of the district, provided those organizations produce regular cultural programming within district boundaries. The cultural district may promote them in cultural district materials.

In summary, it is advised that the Select Board creates a Local Cultural Council – or two, meaning one for each of our districts – to 1/ fulfill the requirements of our MCC designation, and 2/ use this prestigious brand to its fullest potential in the form creating cultural events, increasing participation, fostering the incredible economic potential that arts districts can have and building an awareness of the vital role arts and culture play in our community.

Sincerely,

Carlene Hempel,
 Member of the West Concord Advisory Committee,
 Member of the task force to create the West Concord Junction cultural arts district

**INTER-MUNICIPAL AGREEMENT
BY AND BETWEEN
THE
TOWN OF CONCORD, MASSACHUSETIS
AND
TOWN OF CARLISLE, MASSACHUSETIT
REGARDING
PEG ACCESS PROGRAMMING & MANAGEMENT**

This Inter-Municipal Agreement (the 'Agreement') is entered into this _____ day of _____, 2018 pursuant to M.G.L. c.40, s.4A, the last day of execution below (the 'Effective Date'), by and between the Town of Concord, a municipal corporation with a principal office at 22 Monument Square, Concord, MA 01742 ('Concord') and the Town of Carlisle, a municipal corporation with a principal office at 66 Westford Street, Carlisle, MA 01741 ('Carlisle').

WHEREAS, the Town of Carlisle is seeking PEG-Access related services for their community; and

WHEREAS, effective 10/1/2018, the Town of Concord will be managing a Town-run PEG-Access/ Community Television Department; and

WHEREAS, subject to the terms of this Inter-Municipal Agreement, Concord is willing to provide PEG-related services to the Town of Carlisle;

NOW THEREFORE, the Towns agree as follows:

A. Term

- (1) The Initial Term of this Agreement shall be from October 1, 2018, through June 30, 2020, subject to appropriation of funding by Concord and Carlisle.
- (2) This Agreement may be extended for an additional period of two (2) years from the end of the Initial Term ('*Extension Term*') upon written agreement of the Carlisle Town Administrator and the Concord Town Manager and as approved by the respective Select Boards.
- (3) The Initial Term and any Extension Term shall be collectively referred to as '*the Term.*'
- (4) This Agreement may be terminated for convenience by either party as provided below.

B. Concord's Commitment to Provide CCTV PEG Services to Carlisle

- (1) Concord shall provide PEG Access services to Carlisle as defined under the Scope of Services below.
- (2) Services shall include approximately forty (40) hours of staff time per week for PEG/cable-related functions.
- (3) Cable-related studio space within the Regional High School shall remain as shared space; student, curriculum-based classes and/or activities performed in the CCHS studio facility shall not count toward Carlisle's monthly allotted hours as set forth in Section B(2) of this Agreement.

- (4) At a minimum, one representative for PEG Programming in Carlisle shall meet with Concord's PEG representative and the division manager for PEG quarterly to schedule any requests for service relative to Governmental Programming and meeting coverage.

C. Carlisle's Financial Commitment to Pay Concord for CCTV Services

- (1) In consideration for the services provided under this Agreement, Carlisle shall pay Concord the sum of twenty thousand dollars (\$20,000.00) per quarter, due at least one quarter in advance as set forth in Section C(2) of this Agreement. Carlisle's first payment to the Town of Concord shall be due on or before August 1, 2018.
- (2) Carlisle affirms that should Town Meeting fail to appropriate funds which are sufficient to cover its financial commitment to Concord for PEG-related and shared services, Carlisle will notify Concord, in writing, at least forty-five (45) days prior to the commencement of the next quarter in which case this Agreement shall be null and void and of no further force or effect.
- (3) For any Extended Term, Carlisle asserts and represents that it shall either (a) appropriate funds which are sufficient to cover Carlisle's financial commitment to Concord for shared PEG services and related costs or expenses therein, or (b) notify Concord in writing at least forty-five (45) days prior to the commencement of the Extended Term in which case this Agreement shall become null and void with no further force or effect.
- (4) In the event that revenues from Concord or Carlisle's Comcast franchise agreements are significantly reduced, the parties agree to meet, discuss and mutually agree upon a revised budget amount.

D. Record Keeping

- (1) The Town of Concord shall keep accurate and comprehensive records of services performed under this Agreement.

E. Personnel

- (1) During the Term, Concord shall employ and pay all salary and benefits for CCTV staff as necessary to carry out Concord's obligations under this Agreement.
- (2) CCTV personnel, while engaged in performing PEG-related services in Carlisle under this Agreement, shall be deemed to be employed by the Town of Concord, notwithstanding such service, activity or undertaking being performed in Carlisle.
- (3) Carlisle shall, at its sole cost, add all CCTV staff under this Agreement as additional insured under Carlisle's liability insurance policies that cover Carlisle's employees. Coverage should include, without limitation, automobile and general liability insurance certificates.

F. Rights & Indemnities

- (1) By entering into this Agreement, Concord and Carlisle have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. Concord and Carlisle are the sole and exclusive beneficiaries to this

Agreement. No third-party rights, expressed or implied, are created by the signing of this Agreement. The provisions of this paragraph shall survive termination of the Agreement.

- (2) Notwithstanding the preceding paragraph, to the maximum extent permitted by law, both Concord and Carlisle agree to defend, indemnify, and hold each other harmless from and against any and all claims or causes of action for injury, loss, damage, liability, costs or expenses (including reasonable attorney fees and court fees) arising directly, or indirectly, from the CCTV services provided under this Agreement. The provisions of this paragraph shall survive termination of the Agreement.

G. Scope of CCTV Services

- (1) CCTV services provided under this Agreement shall include the following as set forth in Appendix A, Scope of Services, attached hereto and incorporated herein:
 - Performing General PEG Administration & Finance Duties
 - Managing Carlisle 'Station' & Filming Areas
 - Maintaining Carlisle Program Schedules
 - Maintaining Carlisle Broadcast Equipment
 - Updating Carlisle Programming Pages on CCTV Website
 - Recruiting & Training Volunteers and/or Contractors
 - Working with Town Officials to develop Meeting Schedules and Film Coordination Efforts
 - Scheduling Contractors & Staff for Meeting Coverage as necessary
 - Taping & Broadcasting Town Meeting and Special Town Meeting
 - Maintaining *On-Demand* Programming for Government and Locally Produced Segments
 - Evaluating & Facilitating New Equipment Acquisitions
- (2) The Scope of Services set forth in Appendix A may be amended from time-to-time upon mutual written agreement of the Towns.

H. Administration

- (1) The Concord Town Manager and the Carlisle Town Administrator shall oversee this Agreement. They shall meet and/or confer periodically with each other to address matters of policy, operations and logistics which may arise under this Agreement.
- (2) Concord's Assistant Town Manager will serve as direct supervisor for the PEG Access Division and its employees. Concord's Town Manager serves as the Appointing Authority for all Town Employees.

I. Termination

Either Concord or Carlisle, by votes of their respective Select Boards, may terminate this Agreement at any time upon sixty (60) days advance written notice to the other, after which time this Agreement shall be null and void with no further force or effect except as otherwise expressly set forth in a written agreement between the parties in accordance with Section G(2) of this Agreement.

J. Notices

All notices required under this Agreement shall be deemed made when provided by hand, sent by certified mail, or sent by overnight mail or courier service to, as applicable,

- (1) Concord Town Manager, 22 Monument Square, PO Box 535, Concord, MA 01742 with a copy to the Concord Select Board at the same address, and

(2) Carlisle Town Administrator, 66 Westford Street, Carlisle, MA 01741 with a copy to the Carlisle Board of Selectmen at the same address.

K. Assignment

This Agreement may not be assigned or transferred by either party, without the express written consent of the other party.

L. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings relating to PEG Access programming.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2017.

Christopher Whelan, Town Manager, Concord

Timothy Goddard, Town Administrator, Carlisle

APPROVED BY: Select Board of the
Town of Concord

APPROVED BY: Board of Selectmen of the
Town of Carlisle

