



Benjamin T. Elliott
Proprietor, Saltbox Kitchen
84 Commonwealth Avenue
Concord, MA 01742

January 11th, 2018

To the Board of Selectmen, Town of Concord:

I respectfully request permission for extension of our regular business hours until 8.30pm on the following dates:

Wednesday, February 7th, 2018
Wednesday, February 21st, 2018
Wednesday, February 28th, 2018

Last call will be at 8:00pm, and all alcohol will be offered in addition to a special dinner menu.

Additionally, we would like to request permission for extension of our regular business hours until 10.30pm on:

Wednesday, February 14th, 2018.

Last call will be at 10:00pm, and all alcohol will be offered in addition to a special dinner menu.

Thank you for your consideration in advance,
Ben Elliott

A handwritten signature in black ink, appearing to read "Ben Elliott". The signature is stylized and written over a horizontal line.

Gift Acceptance Log – January 22, 2018

Gift Received From:	For Gift Account:	Total Amount:
Concord Carousel Scholarship Fund	Carousel Preschool Scholarship Fund Account	\$901.00

Weekly One Day License Log – January 22, 2018

Applicant Name & License Number	Phone Number	Date	Location	Type of Alcohol	Event Details
18-03 New England Deaconess Assoc.		3/22	80 Deaconess Road	Wine & Malt	Event Coordinator: Bartenders: Under 21: No First License in Concord: No
18-04 Saltbox Farm	617-877-3859	2/1	40 Westford Road	Wine & Malt	Event Coordinator: Ben Elliott Bartenders: Ben Elliott Under 21: No First License in Concord: No
18-05 Saltbox Farm	617-877-3859	2/10	40 Westford Road	Wine & Malt	Event Coordinator: Ben Elliott Bartenders: Ben Elliott Under 21: No First License in Concord: No
18-06 Saltbox Farm	617-877-3859	2/14	40 Westford Road	Wine & Malt	Event Coordinator: Ben Elliott Bartenders: Ben Elliott Under 21: No First License in Concord: No
18-07 Saltbox Farm	617-877-3859	2/17	40 Westford Road	Wine & Malt	Event Coordinator: Ben Elliott Bartenders: Ben Elliott Under 21: No First License in Concord: No
18-08 Saltbox Farm	617-877-3859	2/24	40 Westford Road	Wine & Malt	Event Coordinator: Ben Elliott Bartenders: Ben Elliott Under 21: No First License in Concord: No
18-09 Saltbox Farm	617-877-3859	3/9	40 Westford Road	Wine & Malt	Event Coordinator: Ben Elliott Bartenders: Ben Elliott Under 21: No First License in Concord: No



OLD NORTH BRIDGE 1775

TOWN OF CONCORD

SELECT BOARD'S OFFICE
22 MONUMENT SQUARE – P.O. BOX 535
CONCORD, MASSACHUSETTS 01742

TELEPHONE (978) 318-3001
FAX (978) 318-3002

TOWN OF CONCORD SELECT BOARD

PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held at the Town House, 22 Monument Square, Concord, MA in the Select Board Meeting Room on January 22, 2018 at 7:05 PM upon the application from Concord Market, LLC, for a Section 15 Retail Package Store Wine & Malt License, located at 77 Lowell Road.

By order of the
SELECT BOARD

Thomas McKean, Clerk



Regional Housing Services Office

Serving Acton, Bedford, Burlington, Concord, Lexington, Sudbury and Weston

141 Keyes Road
Concord MA 01742
(978) 287-1090

www.RHSOHousing.org
info@RHSOhousing.org

December 11, 2017

To: Nan Balmer, Town Administrator Wayland
From: Elizabeth Rust, RHSO
CC: Chris Whelan, Town Manager Concord
RE: RHSO Proposal for Wayland

Dear Nan,

I am pleased to offer this proposal for Wayland to join the RHSO, as a result of the many conversations and meetings regarding how the RHSO might assist Wayland with its municipal affordable housing administrative activities.

The proposal estimates a start date of March 1, 2018 and provides for 62 hours, spread over four months, for \$4,087 for the balance of the fiscal year using the FY18 labor rate of \$65.92/hour. These hours are spread amongst all of the RHSO staff, and represent an increase in their contract for the RHSO fiscal year. The support is a way to get started, and does not present a detailed level of support for this initial partial fiscal year.

The estimate is based on the following:

- **Monitoring and inventory:** 18 hours. Build the inventory and populate the website. This is a larger effort initially, and may continue into FY19. Over time it is likely to reduce as the Wayland Housing Authority is performing much of the on-going monitoring.
- **Local Support:** 10 hours. Includes 2 on-site meetings (3hrs each) and 4 additional hours for project support (40B or other projects in process). This does not include support for the assessors.
- **HOME Program Support:** No support until FY19.
- **Regional Support:** 17 hours, shared equally by all communities. Includes trainings, programs, and website.
- **Administrative Support:** 17 hours, shared equally by all communities. Includes status reporting, budget and tracking, and other such items.

As is the custom in the RHSO, refunds for unused hours (>10 hours) are applied to the next year's membership fees. So if the estimate is high, the difference will be carried forward. If the estimate is low, Wayland will purchase additional hours or reduce the level of support.

Wayland will also be included in the FY19 RHSO budget, which has not been finalized as of this writing. Without the benefit of actual experience, it is hard to estimate the number of hours to achieve the desired level of support, though an estimate of \$18,000 is a good planning number.

The steps forward include votes by both Concord Select Board and Wayland Board of Selectmen, and then to sign the Agreement (attached is the first draft).

Thank you again for your commitment in this feasibility phase, and I look forward to continuing working together,

Elizabeth Rust

Administrative Policy – APP#xx Public Access to Town-owned Open Space

The Town of Concord has a long tradition of taking steps to encourage the preservation of open space through purchase of land for public use, as well as through collaboration with private conservation groups and individuals. Such preservation activities are undertaken for a variety of purposes, including: to maintain unbuilt open areas, to preserve wildlife habitat, to promote public recreation and enjoyment, to protect watershed resources, and to foster agricultural activity.

It is the policy of the Town to provide public access, which might include paths and/or parking to any Town owned or controlled Open Space¹ lands where such access is consistent with the:

- 1) preservation and protection of natural resources and the environment;
- 2) interests, rights, and responsibilities of the Town, and
- 3) interest and rights of private property owners and where such access does not infringe on private property rights.

There may be some locations and some times of the year when it is necessary to restrict public access to protect endangered species, to support local farming, to protect wildlife, to preserve watershed resources, or achieve other important goals. However, in the absence of concerns such as these and consistent with the conditions mentioned above, it is the Town's policy to provide public access to

¹ The Recreational and Open Land statute (MGL Ch. 61B) defines Open Space as land that is "retained in substantially a natural, wild or open condition, or in a landscaped condition in such a manner as to allow to a significant extent the preservation of wildlife and other natural resources. Controlled land is land over which that Town has responsibility, but not necessarily ownership, for example, a long-term lease or an easement.

and enjoyment of public lands. The Select Board and Town Manager will take reasonable steps to ensure that such access is maintained and encouraged.²

DRAFT

² The Natural Resources Commission has statutory responsibility to manage Town-owned Conservation Land including determining regulations governing the use of the land. Nothing in this administrative policy supersedes that responsibility and authority.



TOWN OF CONCORD
22 Monument Square
Concord, MA 01742

Concord Cable Advisory Committee : Mission & Purpose

The Concord Cable Advisory Committee (CAC) is appointed by, and reports to, Concord's Select Board. The Committee's mission is to advise the Select Board and Town Manager regarding issues relating to Cable and PEG-Access programming and services in Concord.

The Cable Advisory Committee serves as an advisory board to the Town's Cable Enterprise Division, *Minuteman Media Network*, overseen by the Town Manager. The Committee provides policy direction to Minuteman Media Staff, duly appointed by the Town Manager, and feedback regarding the effectiveness of the operation within Concord.

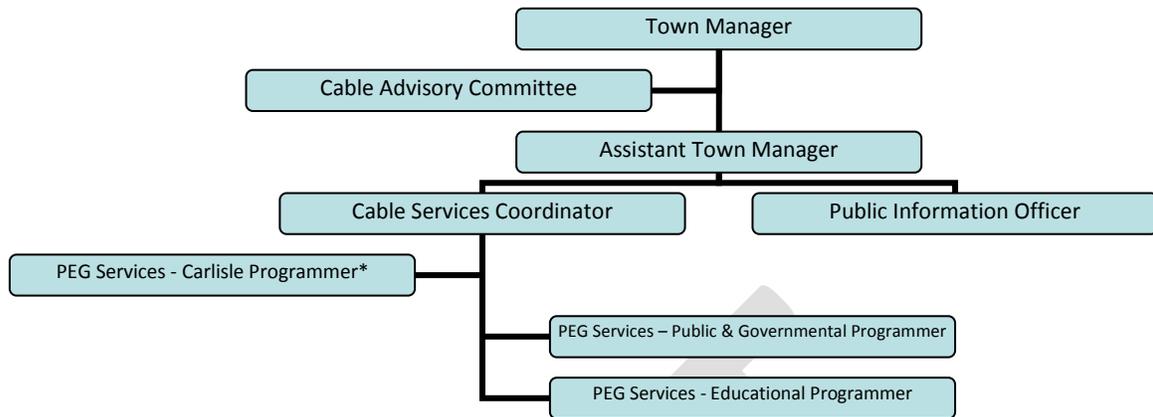
The Committee is responsible for monitoring the performance and effectiveness of Concord's PEG Services including, but not limited to: ensuring Concord's cable-related efforts are carried out in compliance with applicable State and Federal laws, guaranteeing Minuteman Media Network's adherence to the terms and conditions of Concord's Cable Franchise Agreement, and safeguarding the public's interest in community television through impartial and nondiscriminatory policy guidance and divisional oversight.

Concord's Cable Advisory Committee may be called upon to assist the Town in resolving disagreements between Minuteman Media Network volunteers, content providers and patrons. The Committee regularly confers with, and makes recommendations to, various Town Boards and Departments regarding content and programming initiatives related to Cable Access Programming in Concord.

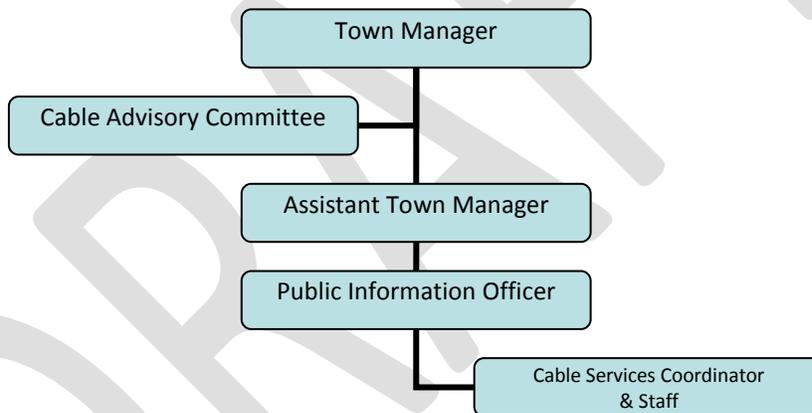
Implementation of the Concord Cable Advisory Committee's (CAC) Mission

- CAC typically works with the Town Manager, or their designee, to assist in negotiating license agreements with area Cable Access Television service providers. When negotiated, such agreements are subject to approval by Concord's Select Board. At present, Concord has one Cable Television provider, *Comcast Inc.*, which offers cable service to Town residents.
- CAC, as in other communities throughout the Commonwealth, is recognized by the State and by the Town's Cable Access Television service provider, as representatives of the Town of Concord in matters relating to Public, Educational and Governmental Access (PEG) programming.
- CAC seeks to ensure that all Concord license/agreement requirements are fulfilled in accordance with their terms. Such requirements may include: making budgetary recommendations; assisting staff with submissions of reports or required ancillary information; supporting all *free* municipal and school programming; ensuring Network video returns (from designated municipal and school sites) to the MMMN studios remain open and available to students and members of the public; and complying with Customer Service and freedom of information standards, as defined by the Town's License Agreement and the Federal Communications Commission.
- In overseeing the operation and maintenance of municipal and school PEG-related activities, the CAC works with Town staff and volunteers to ensure members of the public and student bodies have accessible and equitable access to PEG studio space, training opportunities, and equipment. CAC will work with members of the public and with Town staff to coordinate changes which may be required to ensure public access to Network equipment services, and space.
- CAC will assist Town officials in the development of specialized courses and/or orientations, as necessary, for citizen and volunteer use of Network services and equipment.
- CAC may participate in discussions with other technology-focused organizations or Divisions in Town to promote effective and/or expanded audio-visual communications.
- CAC may be called upon to provide advice or guidance with respect to Concord's PEG-Network operations and technological advancement initiatives.
- CAC may be called upon to assist the Town in negotiating potential disputes between staff, volunteers and/or service providers regarding program offerings, airing dates and/or times or censorship issues. The CAC will work to promote a timely resolution of any issues as they arise.

Proposed Organizational Structure
Effective October 1, 2018



Proposed Future Organizational Structure
Effective Date: TBD



**Position is dependent upon the Town of Carlisle's interest and financial commitment to Concord for PEG Services as outlined in the January 2018 MOU between the Town's Select Boards.*

TOWN OF CONCORD

BYLAWS - CABLE ADVISORY COMMITTEE

ARTICLE I - NAME & DEFINITIONS

- Section 1. The name of this Committee shall be the Cable Advisory Committee.
- Section 2. For purposes of these Bylaws, the terms, phrases and words used herein shall have the same meanings as those defined in the Concord's Administrative Code Book for Committees, Committees and Departments.

ARTICLE II - DUTIES

Duties and functions of the Committee are to:

- (a) Monitoring the performance and effectiveness of Concord's PEG Services Division including, but not limited to: ensuring Concord's cable-related efforts are carried out in compliance with applicable State and Federal laws, guaranteeing Minuteman Media Network's adherence to the terms and conditions of Concord's Cable Franchise Agreement, and safeguarding the public's interest in community television through impartial and nondiscriminatory policy guidance and divisional oversight.
- (b) Advise the Select Board and Town Manager regarding general policy issues of community-wide interest relating to PEG and Cable-related services, including issues related to technology, access, programming, and appropriate regulation within the Town's authority regarding Cable-Access systems.
- (c) At the request of the Select Board or Town Manager, may make recommendations regarding Town-wide initiatives that have an impact on PEG services, public information via cable access and associated activities. Such initiatives may include, but are not limited to, budgetary recommendations, programming incentives, franchise requirements and dissemination of information within Concord.
- (d) Perform such other duties as the Select Board and the Town Manager may assign to the Committee.

ARTICLE III - MEMBERS

- Section 1. The Committee shall be composed of seven (7) members, who shall be a representative cross section of the citizens of Concord. Committee members shall be broadly representative of the Town's population with diverse backgrounds and a reasonable knowledge of PEG or Cable-related programming. The Select Board may appoint Board Member to serve as one of the seven Committee members. No Committee member shall be affiliated with any local telecommunication company or an employee of the Town of Concord.
- Section 2. Members of the Committee shall serve terms of three (3) years, except those filling out the term of a resigned member.
- Section 3. Appointments to the Committee shall be by the Select Board.

ARTICLE IV - OFFICERS

- Section 1. The officers of the Committee shall be a Chairperson, Vice-Chairperson, and a Secretary.
- Section 2. The Committee shall annually elect its Chair, Vice-Chair, and Secretary to serve for one (1) year or until their successors are elected. Their terms of office shall begin at the close of the annual meeting at which they are elected.
- Section 3. No member shall hold more than one office at a time.

ARTICLE V - MEETINGS

- Section 1. The regular meetings of the Committee shall be held (number) (Weekday) of the month at (time) (address/location) unless otherwise ordered by the Chairperson. Written notice of the time and place of the meeting shall be sent out to members and to the Town Clerk no less than 48 hours before the meeting.
- Section 2. The regular meeting for the month of August shall be known as the 'annual meeting' and shall be for the purpose of electing officers, receiving reports of officers and committees, and any other business that may arise.
- Section 3. Special meetings can be called by the Chairperson of the Committee, or upon the written request signed by three (3) members of the Committee, and filed with the Chairperson. The purpose of the meeting shall be stated in the call.
- Section 4. One-half of the currently appointed members of the Committee shall constitute a quorum. No meeting shall be called to order unless a quorum is present. A majority vote of those present shall be required in order for the Committee to act on any matter before it. Telephonic participation in a meeting may be allowed at the discretion of the Chairperson. A vacancy in the membership of the Committee shall not impair the right of the remaining members to perform the duties of the Committee.
- Section 5. The Committee shall consider and may request the resignation or removal of a member having more than three absences from regularly scheduled meetings in any 12-month period of which the member has received proper notification. Members will notify the Chairperson of any expected absence prior to the meeting.

ARTICLE VI - COMMITTEES

Standing or special committees shall be appointed by the Chairperson as the Committee shall from time to time deem necessary to carry on the work of the Committee. The Chairperson shall be ex-officio a member of all subcommittees.

ARTICLE VII - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Committee in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Committee may adopt.

ARTICLE VIII - AMENDMENT OF BYLAWS

These Bylaws can be amended at the annual meeting of the Committee by a two thirds majority vote, provided the meeting notice specifies the proposed amendment wording and is called in accordance with Article V hereto.

**AGREEMENT FOR THE SHARING OF
A REGIONAL INFORMATION TECHNOLOGY NETWORK ENGINEER
(TNE)**

WITNESSETH:

THIS AGREEMENT dated as of this twenty-second day of January, 2018 (“Agreement”) by and between the Town of Concord, a Massachusetts municipal corporation having a usual place of business at Town Hall, 22 Monument Square, Concord, MA 01742, acting by and through its Select Board (also referred to as “Concord”) and the Town of Bedford, a Massachusetts municipal corporation having a usual place of business at 10 Mudge Way, Bedford, Massachusetts 01730, acting by and through its Selectmen (also referred to as “Bedford”). (Collectively, “Concord” and “Bedford” shall be referred to as the “Municipalities” or “Parties”).

WHEREAS, the Municipalities desire to share the services and costs of a common Regional Information Technology Network Engineer (hereinafter the “Engineer”); and

WHEREAS, the Town of Concord is willing and capable of supporting the administrative functions, as needed, for hosting the Engineer and will therefore serve as the Lead Municipality;

WHEREAS, these Municipalities will also consider the potential for sharing other Information Technology resources and services; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to M.G.L. c. 40, s. 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

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1. Purpose and Duties

The purpose of this Agreement is to provide for the services of a Regional Information Technology Network Engineer to support the optimal functioning of computer and telecommunications systems that are vital to the provision of government services in the Municipalities, including by:

- Designing and advising on network configuration;
- Directing installation of important network components;
- Defining, documenting, and enforcing network protocols;
- Maximizing network performance through regular monitoring and data collection;
- Troubleshooting network problems and outages;
- Directing and overseeing network upgrades and repairs;
- Collaborating with network architects on network optimization;
- Securing network systems by establishing and enforcing policies and practices; and
- Defining and monitoring network access for system users.

In general, the duties and responsibilities of the Engineer are described in the job description attached hereto as Exhibit B and full incorporated herein. Changes to the job description will be made with the written approval of each Municipalities designated Network Engineer supervisor. For Concord this supervisor will be the CIO acting as Telecommunications Manager for the Light Department. For Bedford the supervisor is the IS Manager. The designated supervisor may be changed with mutual notification and acknowledgement in writing.

2. Work Schedule

- A. A full-time Network Engineer will be hired by the Town of Concord with mutual agreement by the Municipalities represented in this agreement, including the opportunity to comment on the candidates' resumes and participate in interviews. All necessary steps in the hiring process and maintenance of employee records will be the responsibility of the Town of Concord.
- B. The Engineer's regular work week will, on average be allocated according to Exhibit A: **Fee Schedule**. In the event additional hours are approved, the community generating the additional work will cover the additional payroll expense.
- C. Either Town may request of the other extra hours to cover emergency situations or heavier workloads that may be seasonal. Hours to be "paid back" to the other Town shall be at the discretion and agreement a designee from each Town. Arrangements for this will be made in writing via email or similar communications between the Network Engineer

supervisors.

- D. An annual performance evaluation of the Engineer will be prepared by the Town of Concord including input from designees in the other Municipalities.
- E. The holiday schedule for the Engineer will follow that of the Town of Concord without consideration of which Town is losing the hours for that particular week.
- F. It is recognized that Travel time between the communities may be necessary. The travel time will be considered part of the hours of the community that the Engineer is traveling to. The work day starts at the time of arrival at either communities' facilities and ends at the last departure for a day. Remote access technology will be utilized to minimize the need for intra-workday travel between communities.

3. Benefits

- A. Concord shall provide all the Engineer with benefits to which he/she is entitled under standard personnel practices of Concord. Both parties agree to allow the Engineer enjoy such vacation, sick days, personal days and other leave as he may be entitled to receive under standard personnel practices of Concord. Neither party shall make any demand on the Engineer or take any action with respect to them that is in violation of their rights under standard personnel practices of Concord or under any applicable legislation. Should the Engineer file for unemployment insurance benefits or workers' compensation benefits, Concord and Bedford will share the costs (see item 3.C below).
- B. Retirement Benefits. The Engineer will be a member of the Town of Concord Retirement System, assuming eligibility requirements are met. As part of Concord's annual payment, Concord will pay the agreed upon prorated normal cost and other retirement benefits toward the pension/retirement costs of the Engineer in accordance with Paragraph 3.C below.
- C. Prorated costs will, when possible, be allocated according to Exhibit A: Fee Schedule.
- D. Each town will reimburse the Engineer for out of pocket miscellaneous expenses, as needed, based on the community generating such expenses. Mileage accrued with a personal vehicle providing a Town with Engineer services will be reimbursed at the usual Federal rate.
- E. The Engineer will be eligible to participate in the Health Insurance plans offered to regular full time employees of the Town of Concord.

4. Term and Commencement

The initial term of this Agreement shall run from the date of signing and shall expire after a term of two years unless earlier terminated as set forth herein. The Agreement may be renewed for five additional two year terms as voted by each municipality through its respective Board of Selectmen if so done 60 days prior to the expiration of the then current term.

5. Lead Municipality

In accordance with the provisions of this Agreement, the Municipalities hereby designate the Town of Concord as the lead municipality (hereinafter the "Lead Municipality"). The Lead Municipality shall perform the following:

- A. Employ or contract, through its standard personnel practices, with an Engineer to provide the functions detailed in Section 1 of this Agreement;
- B. Provide office space, if necessary, and related utilities for the Engineer;
- C. Administer the collection, accounting and use of funds provided by the Municipalities to fund the Engineer position;
- D. Maintain separate, accurate, and comprehensive records of all services performed for each Municipality and all funds received from the Municipalities;
- E. Issue financial reports for each fiscal year to the Municipalities by December 31 of the following fiscal year;
- F. Provide conflict resolution in accordance with Section 11 below.

6. Fee Structure

The participating Municipalities will proportionally share the total cost of the Engineer position and any other costs related to the proper functioning of this Agreement. The proportional share is determined based on the percentage of hours planned to support each Municipality for the services listed in Section 1 and shown in the fee schedule at Exhibit A: Fee Schedule. The Fee Schedule will be adjusted annually.

The fee structure does not include payment for supplemental services which may be proposed and invoiced outside of this Agreement or payment for additional hours in excess of the allotted hours.

7. *Subsequent Year Adjustments*

The annual allocation of hours in Exhibit A: Fee Schedule shall be reviewed and adjusted, if necessary, annually, three months prior to the end of each year of the Term of the Agreement.

8. *Payments to the Lead Municipality*

The Lead Municipality shall annually request funds from the Municipalities for the upcoming year by July 1, with payment due within 30 days of the written request, and the Municipalities shall make annual payment to the Lead Municipality pursuant to the Fee Schedule in Exhibit A.

The Municipalities hereby agree that payment of the assessments shall fairly compensate the Lead Municipality for the services or functions performed hereunder. The Lead Municipality shall annually provide an estimate of those services provided which shall be transmitted to the Municipalities as part of the annual fiscal report referred to in Section 5 of this Agreement.

9. *Operations Advisory Committee*

There shall exist an Operations Advisory Committee comprised of one representative from each Municipality, whom shall be appointed by the Town Manager/Administrator of each Municipality. The Operations Advisory Committee shall meet on a quarterly basis in July, October, January and April. The Lead Municipality shall prepare and send to each Municipality a quarterly status report, prepared by the Engineer and approved by the Lead Municipality's Town Manager/Administrator, or their designee, prior to the quarterly meeting.

10. *Additional Information Technology Services*

The Operations Advisory Committee may recommend to the Town Managers/Administrators additional information technology services they would like to see included within this agreement. Such recommendations shall be recommended three months prior to the end of the then current fiscal year. Adoption of the recommendations by the Municipalities would require the agreement to be amended as per the process set out in Section 13. Any additional services would need to be accounted for within a revised Fee Schedule to go into effect upon the unanimous written consent of the Municipalities for the following fiscal year.

11. *Indemnification*

This Agreement is by and between the Municipalities which have executed it with the understanding that it is intended for their mutual benefit and is not intended to confer any express or implied benefits on any other person or entity. This Agreement is not intended to confer third-party beneficiary status on any person or entity.

It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by the Municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

Notwithstanding the final sentence of G.L. c. 40, s. 4A, to the extent permitted by law, each Municipality (the "Indemnifying Municipality") separately agrees to indemnify the Lead Municipality, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Engineer pursuant to this Agreement in or on behalf of the Indemnifying Municipality for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Engineer while performing services for the Indemnifying Municipality. As to any claim or occurrence, the express indemnification set forth above shall be limited to the services provided by the Engineer for the specified Municipality.

An Indemnifying Municipality's obligation to indemnify under this Section shall be limited to and benefited by the immunities or limitations of damages which may be extended to them by operation of law. Furthermore, the Indemnifying Municipalities shall not be liable for any claims arising from:

- A. Violations of state or federal civil rights statutes;
- B. Violations of state or federal discrimination statutes;
- C. Wrongful termination claims;
- D. Violations of any state or federal statute dealing with employment practices; and
- E. Claims that are covered by any insurance policy.

12. Insurance

Insurance for the Engineer and its activities shall be provided under the Lead Municipality's insurance policies. The cost of said insurance shall be considered a cost of providing the functions of the Lead Municipality in accordance with Section 5 of this Agreement.

13. Termination and Withdrawal

- A. Termination

All Municipalities agree to remain parties to this Agreement at least until the end of the current one (1) year term. If in the interim a Municipality defaults on payment of any assessment or otherwise breaches this Agreement, such Municipality shall be subject to termination upon a written determination of the Town Manager/Administrator of the Lead Municipality. The breaching Municipality is entitled to appeal a decision to enforce termination and be granted a hearing but the decision to terminate based on breach of agreement remains with the Lead Municipality.

Upon termination, the Lead Municipality shall prepare a full statement of the terminated Municipality's outstanding unpaid financial obligations for the remainder of the then current term and present the same to the terminated Municipality for payment within thirty (30) days thereafter.

B. Withdrawal

Any Municipality must give written notice of its intent to withdraw by February 1st of the then current fiscal year to become effective as of June 30th of that year. Such withdrawing Municipality shall perform all obligations under this Agreement until the effective date of withdrawal. No such withdrawal shall affect any obligation of indemnification that may have arisen hereunder prior to such withdrawal.

Upon notice of withdrawal, the Lead Municipality shall prepare a full statement of the withdrawing Municipality's outstanding financial obligations for the remainder of the then current fiscal year with any final payments due within thirty (30) days of the end of the current fiscal year.

14. Assignment.

Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

15. Conflict Resolution

The Operations Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality and changes to the annual allocation of hours as indicated in Exhibit A: Fee Schedule. Any recommendations to adjust the Fee Schedule or resolve a conflict must be made by a majority vote of the Operations Advisory Committee. Any unresolved issues shall be decided by the Town Manager/Administrator of the Lead Municipality.

16. Dissolution

Unless earlier terminated as provided herein, the Municipalities may decide to dissolve this Agreement by a written Agreement signed by all of the Municipalities. Dissolution shall only be effective upon the last day of the fiscal year in which the dissolution agreement was signed, but shall not be effective until the requirements of Section 13 are met.

17. Process of Winding Up

Upon expiration or dissolution, the Municipalities shall retain title to those assets purchased in their individual names. This Agreement may not be considered as having expired or dissolved and there shall be no disposition of assets to the Municipalities until the Lead Municipality reasonably exhausts all means of collecting any monies due hereunder and identifies and satisfies all obligations and liabilities related to the Engineer. A final accounting must be prepared by the Lead Municipality, submitted to the Municipalities, and approved by the written consent of the Municipalities before any final disposition of assets may be made and the expiration or dissolution of this Agreement be considered final.

18. Additional Municipalities

At any time after [July 1, 2018], the Municipalities may meet and by unanimous written consent amend this Agreement to admit an additional municipality. The Municipalities may admit no more than three (3) additional municipalities and any such additional municipality must be adjacent to at least one municipality participating in this Agreement unless waived by a majority of the Town Managers and Administrators of the originally participating communities.

19. Amendments

Except as provided for in Section 13 above, this Agreement may be amended only by the unanimous written consent of all of the Municipalities as of the date of the Amendment. A proposed amendment must be approved by the governing body of each Municipality to be effective.

20. Severability and Compliance with Applicable Law

Should any term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual the validity of the remaining parts terms portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be

affected thereby. The Municipalities further intend for this Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance and to remain binding between them as so modified. In particular, but without limiting the generality of the foregoing, the Municipalities intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The Municipalities will remain bound hereunder subject to such modified terms.

21. Notices

Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

For : Town of Bedford, 10 Mudge Way, Bedford, Massachusetts 01730

For : Town of Concord, Town Hall, 22 Monument Square, Concord, MA 01742

22. Miscellaneous Provisions

- A. Entire Understanding: This Agreement represents the entire understanding of the Municipalities with respect to its subject matter.
- B. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Middlesex County.
- C. Binding Effect: All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the respective Municipalities hereto, their successors and assigns.
- D. Headings: The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.
- E. Joint Drafting: Each Municipality acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this agreement.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Municipalities have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

For the Town of,

By: _____ Date: _____

Approved as to Form Only

By: _____ Date: _____

Town Counsel

For the Town of,

By: _____ Date: _____

Approved as to Form Only

By: _____ Date: _____

Town Counsel

EXHIBIT A – FEE SCHEDULE

Municipality Fee Schedule			
	<i>Hours</i>	<i>% of Hours</i>	<i>Pro rata \$</i>
Town of Concord	24	60	\$60.00/hr
Town of Bedford	16	40	\$60.00/hr

EXHIBIT B – Network Engineer Job Description

Network Engineer

Department:	Concord Municipal Light Plant Bedford Finance Department	Salary	MP-4
Reports To:	Chief Information Officer (CIO) (Concord) Information Systems Manager (Bedford)	Grade:	
		FLSA Status:	Exempt
Date:	August, 2017		

GENERAL SUMMARY:

For Concord

Under the general administrative direction of the Chief Information Officer and CMLP Director, manages the day-to-day operations of the CMLP and Town of Concord telecommunications services and the associated network hardware and software. Operates, maintains, expands and reconfigures the network. Plans, procures, installs, operates and maintains switches, routers, LAN/WAN/WLAN management systems, wireless networks, or other technologies for the CMLP and the Town. Supports routers, switches and GPON equipment used to deliver CMLP's Municipal Fiber to the home broadband services. Develops works closely with the Telecommunications Coordinator and Technicians to develop and support service offerings and provide technical support to CMLP's commercial broadband customers. Performs varied and responsible duties requiring a thorough knowledge of departmental operations and the exercise of judgment and initiative in completing tasks, particularly in situations not clearly defined by precedent or established procedures. Must handle significant amounts of detail with a flexible approach to managing and prioritizing workload.

For Bedford

Under the general supervision of the Information Systems Manager, and the Finance Director, supports the operations of the Town network and telecommunications equipment and systems, similar to the responsibilities described above, with the exception of broadband services. Works in conjunction with Bedford personnel to provide service and support across a broad range of IT projects and programs.

CONCORD ESSENTIAL JOB FUNCTIONS:*

- ◆ Configures, operates and troubleshoots routers and switches from various vendors including Cisco and HP. Provides leadership for the ongoing operation and support of the CMLP and Town-wide area network (WAN) and LAN. Designs, maintains and operates CMLP's telecommunications infrastructure and related electronics, including establishing voice, data and video services; monitoring performance of the electronics.
- ◆ Assists in selecting broadband technologies and/or broadband partners. Serves as the key technical contact for providers of telecommunications services which support the business activities of CMLP, the Town of Concord and CMLP's broadband customers.
- ◆ Develops plans, schedules and project budgets related to network maintenance, system improvement and expansion activities. Coordinates hardware and software upgrades; designs and implements new voice, data and video circuits when required. Prepares

telecommunication equipment and services procurement documents. Does technical evaluations of bids and proposals.

- ◆ Tracks the service levels for CMLP's commercial telecommunications services activities, regularly reporting results to the CIO and CMLP Director.
- ◆ In conjunction with the Telecommunications Coordinator, Network Technicians and IT staff, provides continuous on-call coverage for network and IT services. May be required to help coordinates fiber optic emergency restoration activities.
- ◆ Works with the Town IT Department to evaluate, plan, and implement any voice or data applications requiring access to the Town Fiber, Data or Voice Networks. Provides input within the Town IT function in the selection and deployment of outside telecommunications services required to support Town departments. Designs, proposes and implements special networks for Town departments and commercial customers.
- ◆ Researches the capabilities of potential telecommunications business partners to provide retail or wholesale telecommunication services. Recommends alternative business partner/technology solutions. Serves as liaison to any broadband services business partner selected.
- ◆ Assists CMLP management and staff in the selection and application of telecommunication products and technology for Advanced Meter Reading (AMR), SCADA, Smart Grid and power management applications that may use broadband technology.
- ◆ Performs special projects and related responsibilities as initiated and requested.
- ◆ Performs other related duties as required, directed or as the situation dictates.
- ◆ Regular attendance at the workplace is required.

BEDFORD ESSENTIAL JOB FUNCTIONS:

- ◆ Performs functions similar to those described above with the exception of activities relating to broadband services. These functions include:
 - Engineering enterprise data, voice and video networks
 - Supporting general IT services, operations and troubleshooting
 - Working with vendors, clients, carriers and technical staff on network implementation, optimization and ongoing management
 - Providing high-level support and technical expertise in networking technology,
 - Administering the operation of network services according to company policies and procedures
 - Coordinating and implementing network software and hardware upgrades
 - Troubleshooting and resolving network performance, connectivity and related network problems
 - Monitoring network security, antivirus and spam control measures

- Supporting the Townwide fiber network and associated equipment
- ◆ Works collaboratively with Town and School personnel on IT projects.
- ◆ Performs other related duties as required, directed or as the situation dictates.

SUPERVISORY RESPONSIBILITY:

None

EDUCATION & EXPERIENCE:

- ◆ Bachelor's degree in Computer Science or Electrical Engineering with five or more years of progressively responsible experience in the design and operations aspects of the telecommunications and broadband provider industry; or any equivalent combination of education and experience.
- ◆ Network certification such as Cisco Certified Network Associate (CCNA) or equivalent required. Additional professional certification, such as the Cisco Certified Internetwork Expert (CCIE), is highly desirable.
- ◆ Technical experience with several types of network technology such as fiber optics, different types of wireless transmission systems and twisted pair copper cable systems.
- ◆ TCP/IP, BGP, VoIP and OSPF networking experience required.

KNOWLEDGE, SKILLS & ABILITIES:

- ◆ Knowledge of technical standards and environment surrounding the provisioning of telecommunications and Internet services.
- ◆ Knowledge of the broadband transmission architectures used in wireless, fiber optic and wired networks and identifies those architectures that will serve the broadband objectives of the community.
- ◆ Ability to identify and analyze complex technical issues involving networks and network equipment and to develop appropriate recommendations.
- ◆ Ability to organize time, work independently and accomplish tasks despite frequent interruptions.
- ◆ Ability to communicate effectively and tactfully with the public, co-workers, other employees, departments, officials and other agencies. Ability to effectively communicate with large groups of people.

WORKING CONDITIONS & PHYSICAL DEMANDS:

Normal office environment, not subject to extreme variations of temperature, noise, odors, etc. Majority of work is performed in a moderately noisy work environment, with constant interruptions. Frequently subjected to the demands of other individuals and the volume and /or rapidity with which tasks must be accomplished. Balancing, crouching, grasping, pulling, reaching and stooping may also be required.

Operates computer, printer, telephone, copier, and all other standard office equipment requiring eye-hand coordination and finger dexterity.

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

<p>*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.</p>

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



Town Clerk's Office
22 Monument Square
Concord, MA 01742

Memo

To: Select Board
Cc: Chris Whelan, Town Manager
Kerry Lafleur, Finance Director
Board of Registrars
From: Kaari Mai Tari, Town Clerk
Date: January 21, 2018
Re: Election Officer Appointments

Pursuant to MGL Chapter 54: Section 12, I would like to request, on behalf of the Board of Registrars, reappointment of **4** voters as Election Officers for terms to expire July 31, 2018.

Party Affiliation among all appointed Election Workers, including those proposed in this memo:

Democratic	21	42%
Republican	8	16%
Unenrolled	21	42%
Total Election Workers	50	

Thank you for your consideration.

Kaari

Election Officers 2017-2018 Appointment List

Party	Name	Address	Precinct
U	Beth Baryames	149 Central St	2
D	Carol Bearse	127 Nashoba Rd	1
U	Susan Boyle	78 Forest Ridge Road # 101	2
R	Barbara Fivek	96 Whittemore St	3

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