

**TOWN OF CONCORD
SELECT BOARD
AGENDA**

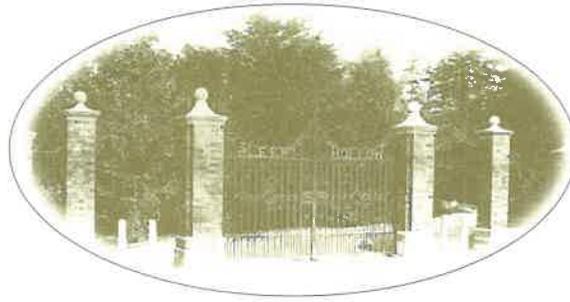
June 3, 2019 – 5:15 p.m. – Select Board Room – Town House

1.	5:15 p.m. – Call to Order
2.	Executive Session for the purposes of discussing employee contracts (Town Manager) and Open Meeting Law Complaint dated May 16, 2019 from R. Nislick
3.	6 p.m. – Reconvene in Open Session
4.	6 p.m. to 7 p.m. – Open Meeting Law Training – Anderson & Kreiger LLP, Town Counsel
5.	Review & Approve Town Manager Contract
6.	<p>Consent Agenda:</p> <ul style="list-style-type: none"> • Town Accountant Warrants • Gift Acceptance <ul style="list-style-type: none"> · The Friends of Sleepy Hollow Cemetery \$2,350 Sleepy Hollow Cemetery Gift Account • Minutes – 4/22 • One Day Special Licenses <ul style="list-style-type: none"> · Concord Rotary Club 6/20 6pm-8pm 11 Wheeler Road Wine & Malt · Natalya Flatley 6/23 1pm-4pm 11 Wheeler Road Wine & Malt • Tour Guide license renewals
7.	Town Manager's Report
8.	Chair's Remarks
9.	Review & Approve RHSO Inter-municipal Agreement Amendment – Liz Rust, RHSO
10.	7:05 p.m. Public Hearing – Change of Manager: Colwen Management, Inc. d/b/a Residence Inn by Marriott Concord, located at 320 Baker Avenue
11.	Review & Approve 2019 General Obligation Bond and Note Issue – Kerry Lafleur, Finance Director
12.	Long Range Plan next steps
13.	Amend Nuclear Metals/Starmet Property Re-use Planning Committee charge
14.	Public Comments
15.	Committee Liaison Reports
16.	Miscellaneous/Correspondence
17.	Committee Nominations: Charles Parker of 105 Chestnut Street to the Middle School Building Committee; Steven Ledoux of 89 Heath's Bridge Road to Minuteman Regional Technical High School Committee
18.	Committee Appointments: David Bell of 1657 Monument Street to the Public Ceremonies and Celebrations Committee for a term to expire May 31, 2024; Geoffrey Walton of 42 Buckmaster Drive to the West Concord Advisory Committee (associate member) for a term to expire May 31, 2022; Pam Rockwell of 1810 Main Street, Paul Boehm of 11 Ridgewood Road, Gary Kleiman of 57 Central Street, Steve Ng of 12 Dalton Road, and Karl Seidman of 93 Wright Road to the Nuclear Metals/Starmet Property Re-use Planning Committee; Frank Cannon of 147 Prairie Street, Pat Nelson of 52 Cottage Lane, Matt Root of 139 Belknap Street, Dawn Guarriello of 57 Bristers Hill Road, Chris Popov of 35 Pleasant Street, Timothy Hult of 20 South Meadow Ridge, Heather Bout of 33 Alden Road (School Committee rep.), and Court Booth of 144 Wright Road (School Committee rep.) to the Middle School Building Committee; Vince Carlson of 34 Everett Street to the PEG Access Advisory Committee for a term to expire May 31, 2022
19.	Town Manager Reappointments with Select Board Approval: Marybeth Barker of 51 Birch Drive and Meryl Schwartz of 1471 Main Street to the Commission on Disability for terms to expire May 31, 2022
20.	Appoint Election Officers
21.	Adjourn

PENDING

Tuesday	June 4	7 am – 8 pm	Special Municipal Election	All Precincts
Monday	June 17	7 pm	Select Board Meeting	Town House
Monday	July 1	7 pm	Select Board Meeting	Town House
Thursday	July 4	All Day	Independence Day	Town Offices Closed
Monday	July 15	7 pm	Select Board Meeting	Town House
Monday	July 29	7 pm	Select Board Meeting	Town House

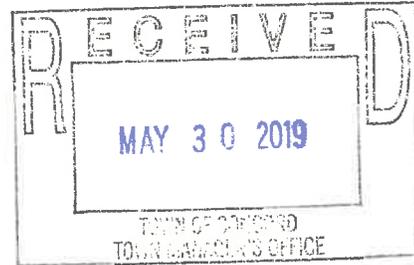
Supporting materials for agenda items are available online at www.concordma.gov/sbmtgdocs. Materials are uploaded on the Friday before a Select Board meeting.



The Friends of Sleepy Hollow Cemetery

28 May 2019

Members of the Select Board
Town of Concord
Town House
22 Monument Square
Concord, Massachusetts 01742-1826



Dear Members of the Select Board,

On behalf of the other Directors of The Friends of Sleepy Hollow Cemetery, Inc., and myself, I write to donate to the Town of Concord the amount of \$ 2,350.00 designated for the expressed purpose of the manufacture and installation of a sign at the recently-renovated Melvin Memorial, "Mourning Victory", in Sleepy Hollow Cemetery.

The signage, designed in collaboration with the Town's Cemetery Committee, highlights the history of the Melvin Brothers as well as relating the story of the Monument's development and restoration. The sign and its location have been approved by the Cemetery Committee.

We hope that you will accept this donation with our full spirit. It is the intention of all involved in the project that the sign will be in place for the re-dedication of the Monument on 16 June 2019.

With good regards,


Kevin Thomas Plodzick, Ed. D.
President

Directors: Bobbi Benson, Susan Dee, Barbara Ewen (Secretary), James Fannin, Rob Fleming, Rick Frese, John Gardella, Winslow Pettingell, Kevin Thomas Plodzick (President), Paul Ressler, Priscilla White Sturges, James Tenner, George Tisdale, CPA (Treasurer)

Weekly One Day License Log – June 3, 2019

Applicant Name & License Number	Phone Number	Date	Location	Type of Alcohol	Event Details
19-96 Concord Rotary Club	414 248-9212	6/20	11 Wheeler Road	Wine & Malt	Event Coordinator: Jean Goldsberry, Jen Verrill Bartenders: Leo Lafarge Under 21: No First License in Concord: No
19-97 Natalya Flatley	978 793-1726	6/23	11 Wheeler Road	Wine & Malt	Event Coordinator: Nataya Flatley, Jen Verrill Bartenders: Leo Lafarge Under 21: No First License in Concord: No

**Town of Concord
SELECT BOARD'S OFFICE**

Memorandum

Date: May 31, 2019
To: Select Board
From: Andrew W. Mara, Senior Administrative Assistant
Subject: 2019-2020 Tour Guide License Renewals list

Please see list below of Tour Guide licenses to be renewed at the June 3, 2019 meeting. Thank you.

Neville Webb
Ann Gibson
Ken Turkington

Andrew W. Mara
Town of Concord
PO Box 535
Concord, MA 01742
T: 978 318-3001
F: 978 318-3002

AGREEMENT

THIS AGREEMENT is entered into by and between the Towns of Acton, Bedford, Burlington, Concord, Lexington, Sudbury and Weston, hereafter referred to collectively as the "Municipalities," this 1st day of June 2017, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a common Regional Housing Services Office; and

WHEREAS, the Town of Concord is willing and capable of hosting a Regional Housing Services Office; and

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

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

1. Term. The term of this Agreement shall commence on July 1, 2017 and shall expire after a term of three years on June 30, 2020, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for additional three-year terms as voted by each municipality through its respective Board of Selectmen by January 1 of the year of the expiring term.
2. Lead Municipality. During the Term of this Agreement, the Town of Concord shall act as the lead municipality. The Town of Concord shall perform or provide the following:
 - a. Issue Requests for Proposals for Consultants to provide housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, for all the Municipalities;
 - b. Enter into contracts with Consultants to provide said housing administrative services;
 - c. Manage the Consultant contracts;
 - d. Receive invoices from the Consultants and make payments in a timely manner for services rendered;
 - e. Provide office space and related utilities for the Consultants to operate the Regional Housing Services Office;
 - f. Administer the collection, accounting and use of funds provided by the Municipalities to fund the Consultant contracts;
 - g. Provide overall program oversight and related administration;
 - h. Provide conflict resolution in accordance with Section 10 below.
3. Duties of the Regional Housing Services Office. During the Term of this Agreement, the Regional Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.

4. Funding Structure and Payment. The Town of Concord 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 provide annual funding to the Town of Concord pursuant to the Fee Structure, attached as Exhibit B: Fee Structure. Funding for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be requested separately, at the discretion of the Town of Concord and the individual municipality. The Town of Concord shall hold all funds in a separate revolving fund account in trust for each Municipality and shall not disburse such funds for any purpose other than payment of invoices from the contracted Consultants for services rendered and other program expenses. Any municipality may borrow or lend hours to other Municipalities upon written agreement between the impacted municipalities, provided that the total number of hours available to the Regional Housing Services Office remains constant.

5. Subsequent Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each year of the Term of this Agreement. The Town of Concord shall provide to all Municipalities a record of the actual hours of services provided to each municipality and propose an amended Exhibit B in order to make any adjustments necessary for the following year of the Term, which shall be adopted as the Municipalities may agree, in accordance with Section 14.

6. Indemnification. Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, each Municipality (the "Indemnifying Municipality") separately agrees to indemnify the Town of Concord, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Regional Housing Services Office pursuant to the 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 Regional Housing Services Office while performing services for the Indemnifying Municipality. As to any claim or occurrence, the express indemnification set forth above shall be town-specific: Acton's obligations shall be limited to the services provided for Acton; Bedford's obligations shall be limited to the services provided for Bedford; Burlington's obligations shall be limited to the services provided for Burlington; Concord's obligations shall be limited to the services provided for Concord; Lexington's obligations shall be limited to the services provided for Lexington; Sudbury's obligations shall be limited to the services provided for Sudbury; and Weston's obligations shall be limited to the services provided for Weston. The Indemnifying Municipality's obligation to indemnify under this Section shall be limited to and benefited by the immunities and the limits on liability that would be applicable under M.G.L. c. 258 and any other law or statute limiting the liabilities of municipalities as if the negligent act or omission had been made by an employee of the Indemnifying Municipality. 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;
- e. Claims that are covered by any insurance policy.

7. Termination. (Subsection A) Any Municipality, by a vote of its respective Board of Selectmen or Select Board, may withdraw from and terminate this Agreement at the end of any year with the provision of at least two months prior written notice to the Town of Concord. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Town of Concord shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. The Town of Concord, by a vote of its respective Select Board, may terminate this Agreement upon the provision of at least one month prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Concord shall remain liable to the participating Municipalities for any portion of the payments received not earned. (Subsection B) Any Municipality may withdraw at the end of any fiscal year in which the municipal legislative body has not appropriated funds sufficient to support that municipality's participation in the subsequent fiscal year, provided that in such an event, the municipality shall give as much notice to other subscribers to this Inter-Municipal Agreement as the circumstances allow.

8. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each municipality, whom shall be appointed by the Town Manager/Administrator of the municipality. The Advisory Committee shall endeavor to meet on a quarterly basis in July, October, January and April. The Town of Concord shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

9. Conflict Resolution. The 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 B: Fee Structure. Any recommendations made to the Director of the Regional Housing Services Office must be made by a majority vote. Any unresolved issues shall be decided by the Town Manager of the Town of Concord.

10. Additional Communities. The Advisory Committee may vote at any time to amend this Agreement to add an additional municipality or municipalities by unanimous vote and approval of the Lead Municipality, so long as there are no more than nine (9) member communities. If voted and approved as provided in this Section, the participation of said municipality or municipalities is effective as of July 1 of the fiscal year next after the vote is taken unless otherwise agreed among all parties. . Any such additional municipality must be adjacent to at least one municipality participating in this Agreement unless waived by a majority of the Town Manager's of the originally participating communities.

11. Financial Safeguards. The Town of Concord shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and all funds received from the Municipalities. The Town of Concord shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year.

12. Assignment. None of the Municipalities 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 all of the other Municipalities.

13. Amendment. This Agreement may be amended only in writing signed by all Municipalities duly authorized thereunto.

14. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

15. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

17. 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 or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Acton
Steven Ledoux, Town Manager
472 Main Street
Acton, MA 01720

Town of Bedford
Richard Reed, Town Manager
10 Mudge Way
Bedford, MA 01730

Town of Burlington
John D. Petrin, Town Administrator
29 Center Street
Burlington, MA 01803

Town of Concord
Christopher Whelan, Town Manager
Town House, P.O. Box 535
22 Monument Square
Concord, MA 01742

Town of Lexington
Carl F. Valente, Town Manager
1625 Massachusetts Avenue
Lexington, MA 02420

Town of Sudbury
Melissa Murphy-Rodrigues, Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

Town of Weston
Donna S. VanderClock, Town Manager
P.O. Box 378
Weston, MA 02493

18. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

[SIGNATURE PAGES FOLLOW EXHIBIT B]

Exhibit A
Core Housing Services

1. Monitoring
 - Monitoring Database of Affordable Housing Developments and residents
 - Annual monitoring of ownership units
 - Annual monitoring of rental developments
 - Reconcile municipal inventory records with the Subsidized Housing Inventory maintained by the Department of Housing and Community Development
 - Add new units to the inventory as required

2. HOME administration
 - Assist in the preparation of the Annual Action Plan and Annual CAPER documents
 - Consult on HOME funded projects

3. Local Support
 - Meet on-site with staff and housing entities
 - Consult on projects
 - Prepare and Review project documents

4. Regional Activities
 - Assist communities with regional linkages
 - Maintain and support RHSO website, including public and private pages
 - Provide programs to residents
 - Administer the Program on behalf of all communities

[SIGNATURE PAGES FOLLOW EXHIBIT B]

Exhibit B
Fee Structure

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office. The proportional share is determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

Membership Fee Schedule Chart for FY18

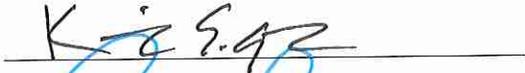
	Hours	Pro rata \$	Pro rata %
Acton	320	\$22,773	11%
Bedford	450	\$32,024	15%
Burlington	155	\$11,030	5%
Concord	440	\$31,312	15%
Lexington	440	\$31,312	15%
Sudbury	830	\$59,066	28%
Weston	345	\$24,552	12%
	2,980	\$212,069	100%

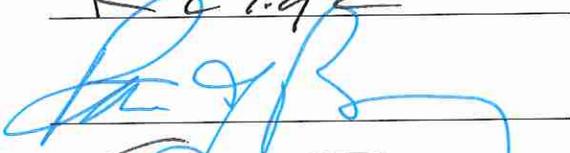
This fee structure does not include payment for supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF ACTON
By its Board of Selectmen









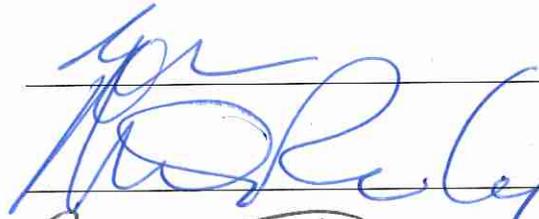


WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BEDFORD
By its Board of Selectmen



William A. Norman

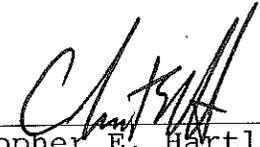


Carla P. ...

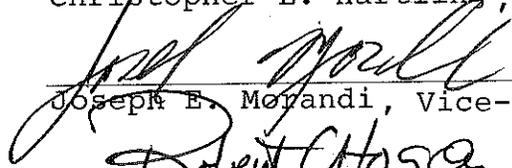
Burlington Board of Selectmen approved on June 12, 2017.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BURLINGTON
By its Board of Selectmen



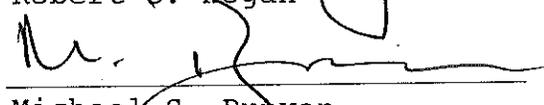
Christopher E. Hartling, Chairman



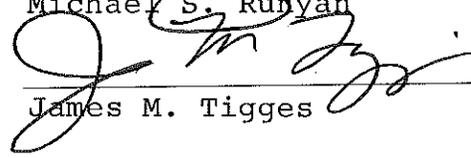
Joseph E. Morandi, Vice-Chairman



Robert C. Hogan



Michael S. Runyan



James M. Tigges

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF CONCORD
By its Select Board

Wison

Thomas McKee

[Signature]
Stanley

Alice Langman

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF LEXINGTON
By its Board of Selectmen

Ernest C Barry

Legally

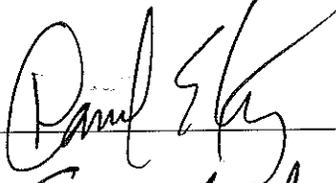
James L. Pato

Mark Cant

David M. Hunt

WITNESS OUR HANDS AND SEALS as of the first date written above.

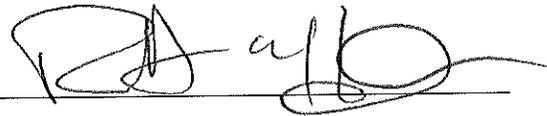
TOWN OF SUDBURY
By its Board of Selectmen



Susan H. Kellogg

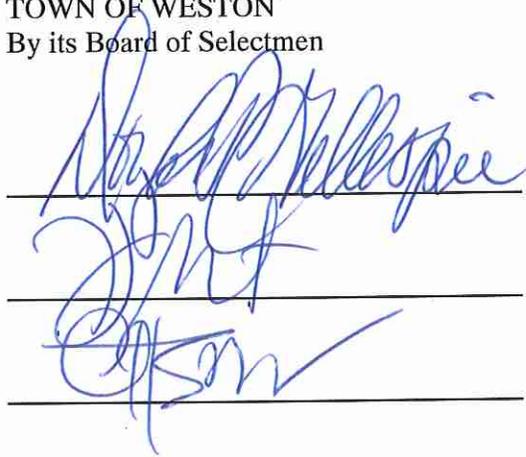
Patricia A. Brown

Len Simon



WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF WESTON
By its Board of Selectmen



Three handwritten signatures in blue ink are positioned over three horizontal lines. The top signature is the most legible, appearing to read 'David M. Klespice'. The middle signature is a cursive 'JMT'. The bottom signature is a cursive 'C. Smith'.

AMENDMENT

The agreement entered into by and between the Towns of Acton, Bedford, Burlington, Concord, Lexington, Sudbury and Weston (collectively the “Municipalities”), dated June 1, 2017 (the “Agreement”) to share services of a Regional Housing Services Office provided by the Town of Concord (the “Agreement”), which is incorporated herein by reference, is hereby amended, effective July 1, 2019, as described below.

WHEREAS, Burlington desires to withdraw from the Regional Housing Services Office pursuant to Section 7 of the Agreement and voted by the Burlington Board of Selectmen effective June 30, 2019;

WHEREAS, the Town of Concord accepts the withdrawal request from Burlington and agrees to prepare full statements of outstanding unpaid financial obligations under the Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter;

NOW,

- The first sentence of the first paragraph is amended by deleting “Burlington” after “Towns of” and after “Bedford.”
- Section 6. Indemnification. This Section is amended by deleting the “Burlington’s obligations shall be limited to the services provided for Burlington;” after the word Bedford and before the words ‘and Concord’.
- Section 17. Notices. This Section is amended by deleting the following to the addresses in this Section: “Town of Burlington, John D. Petrin, Town Administrator, 29 Center Street, Burlington, MA 01803.
- The Town of Burlington Board of Selectmen shall be deleted as a signatory to the Agreement, as amended herein.
- Exhibit B. Fee Structure. This Exhibit is deleted and replaced in its entirety with the Membership Fee Schedule Chart for FY20, attached hereto as Exhibit B.

[SIGNATURE PAGES FOLLOW EXHIBIT B]

Exhibit B

Membership Fee Schedule Chart for FY20

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office. The proportional share is determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

FY20 Membership Fee Schedule			
	Hours	% of hrs	Pro rata \$
Acton	470	15%	\$36,862
Bedford	400	13%	\$31,372
Concord	500	16%	\$39,214
Lexington	380	12%	\$29,803
Sudbury	835	26%	\$65,488
Wayland	195	6%	\$15,294
Weston	391	12%	\$30,666
Total	3,171	100%	\$248,699

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

WITNESS OUR HANDS AND SEALS on _____, 2019.

TOWN OF ACTON

By its Board of Selectmen

WITNESS OUR HANDS AND SEALS on _____, 2019.

TOWN OF BEDFORD

By its Board of Selectmen

WITNESS OUR HANDS AND SEALS on _____, 2019.

TOWN OF CONCORD

By its Board of Selectmen

WITNESS OUR HANDS AND SEALS on _____, 2019.

TOWN OF LEXINGTON

By its Board of Selectmen

WITNESS OUR HANDS AND SEALS on _____, 2019.

TOWN OF SUDBURY

By its Board of Selectmen

WITNESS OUR HANDS AND SEALS on _____, 2019.

TOWN OF WAYLAND

By its Board of Selectmen

WITNESS OUR HANDS AND SEALS on _____, 2019.

TOWN OF WESTON

By its Board of Selectmen



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

AMENDMENT-Change of Manager

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358**

Town of Concord
Finance Department
Memorandum

TO: Kate Hodges, Acting Town Manager

FROM: Kerry A. Lafleur, Finance Director

SUBJ: 2019 Bond Sale/ BAN Sale

DATE: May 30, 2019

On May 30, 2019, the Town received competitive bids from bond underwriters for a \$6,435,000, 10- year new money bond issue and a 1- year \$3,000,000 General Obligation Note issue.

The Town received a total of ten- (10) bids on the Bonds. Bids were ranked by lowest True Interest Cost (TIC), with the winning bid received from UBS Financial Services, Inc. This original bid provided a True Interest Cost of 1.432868%, including a premium of \$1,024,087.38. All bids are summarized in the tabulation below.

	Bidder	TIC	Premium
1	UBS Financial Services, Inc.	1.432868	\$ 1,024,087.38
2	Janney Montgomery Scott, LLC	1.442249	\$ 929,921.90
3	Raymond James & Associates, Inc.	1.453160	\$ 1,017,587.40
4	Fidelity Capital Markets	1.462476	\$ 1,014,606.25
5	Robert W. Baird & Company, Inc.	1.463624	\$ 914,859.55
6	Hutchinson, Shockey, Erley & Co.	1.466114	\$ 1,013,442.40
7	BNY Mellon Capital Markets	1.469396	\$ 1,012,392.80
8	Piper Jaffray	1.470993	\$ 1,011,881.95
9	FTN Financial Capital Markets	1.479218	\$ 1,009,252.70
10	UMB Bank NA	1.482520	\$ 1,008,197.70
	spread:	0.049652	

As is allowed within the authorization for each of the capital items included in this issue, the bond issue has been resized to account for the premium. The resized bond issue is \$5,625,000, with a resized premium of \$889,220.70. In addition to resizing the issue, the premium will also pay for the issuance costs of \$76,156.93.

Original Bond Issue	\$6,435,000	Premium	\$889,220.70
Less: Premium	\$ 810,000	Amt for Resize	(810,000.00)
Resized Issue:	\$5,625,000	Issuance Costs	(76,156.93)
		Remainder:	\$ 3,063.77

The estimated savings to median household over life of bond due to premium is: **\$133**

The Bond Proceeds will be used to finance the following projects:

Fund	Project Name	Authorization	Authorization Amount	Previous Amount Borrowed	Remaining Authorization including 2019 Borrowing	Resizing	Final Amount Included in 2019 Borrowing
01	Public Safety Equipment (Fire Engine Rehab)	24-ATM-2016	\$ 150,000	\$ -	\$ 150,000	\$ 12,000	\$ 138,000
01	Cemetery Improvements	46-ATM-2017	\$ 50,000	\$ -	\$ 50,000	\$ 1,000	\$ 49,000
01	CPS Improvements	11-ATM-2018	\$ 900,000	\$ -	\$ 900,000	\$ 130,000	\$ 770,000
01	Town-wide Building Maintenance	21-ATM-2018	\$ 510,000	\$ -	\$ 510,000	\$ 42,900	\$ 467,100
01	2018 Road Program	21-ATM-2018	\$ 1,400,000	\$ -	\$ 1,400,000	\$ 155,000	\$ 1,245,000
01	Land Acquisition (Gerow)	25-ATM-2018	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 364,100	\$ 2,135,900
						\$ 705,000	\$ 4,805,000
60	W. R. Grace Eminent Domain	36-ATM-2012	\$ 600,000	\$ 412,500	\$ 187,500	\$ 15,500	\$ 172,000
60	W. R. Grace Eminent Domain	01-STM-2018	\$ 150,000	\$ -	\$ 150,000	\$ 12,000	\$ 138,000
62	W. R. Grace Eminent Domain	36-ATM-2018	\$ 600,000	\$ 412,500	\$ 187,500	\$ 15,500	\$ 172,000
73	Broadband	48-ATM-2013	\$ 400,000	\$ -	\$ 400,000	\$ 62,000	\$ 338,000
						\$ 105,000	\$ 820,000
					total:	\$ 810,000	\$ 5,625,000

A comparison of bond reoffering yields for other municipal issues sold during the week show that Concord did slightly better, refer to chart in attachment. The comparison is of reoffering yields rather than True Interest Cost (TIC) as TIC is more dependent upon the bond structure (Concord's 10-year versus Comparisons' 20-year).

Five- (5) bids were received on the Notes, with the winning bid coming from Jeffries, LLC, with a Net Interest Cost of 1.7089% and a pro-rata premium of \$10,175. The Notes will be used to temporarily finance the design of the Water Treatment Plant authorized under 61-ATM-380.

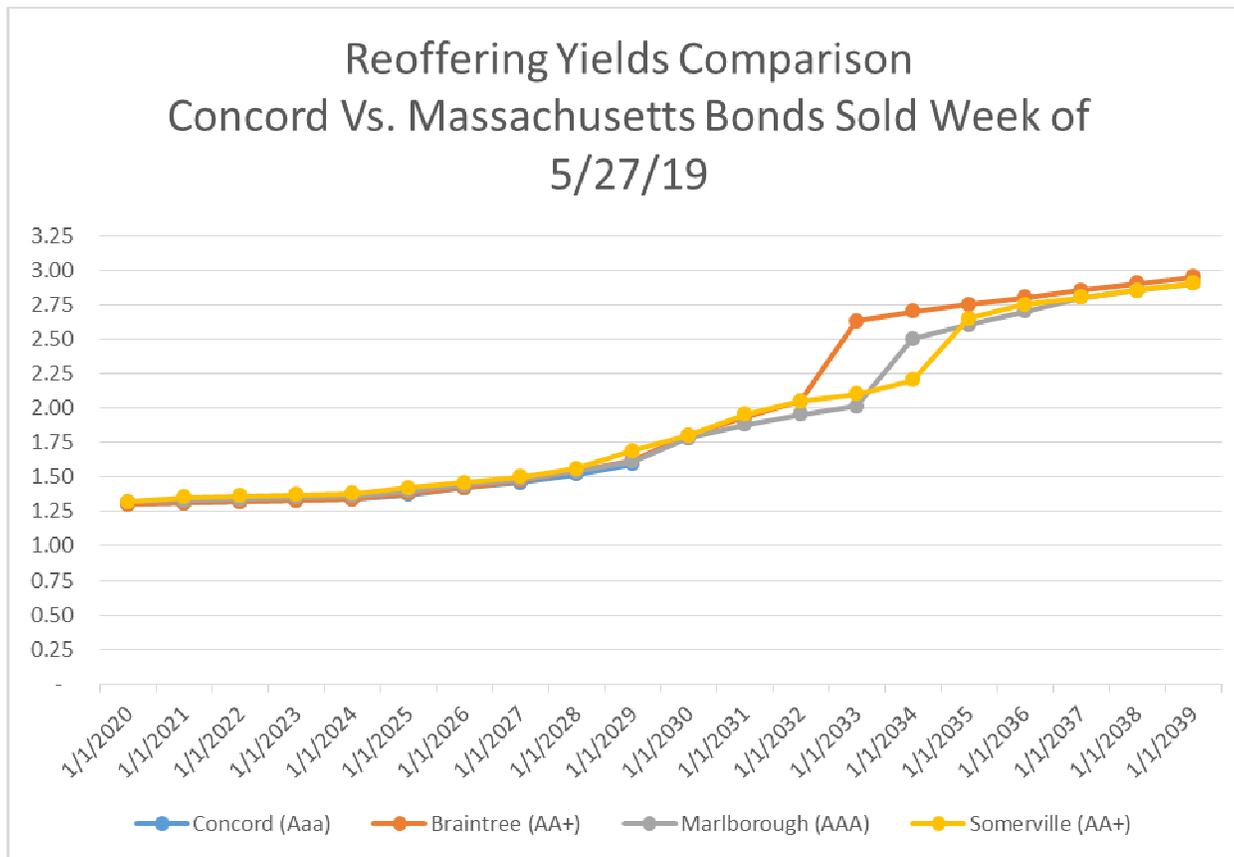
Of particular interest is the higher rate on the 1-year note versus the 10-year bond.

Prior to the sale, Moody's Investors Service, a municipal bond credit rating agency, affirmed the Town's Aaa underlying rating, the highest rating attainable. The rating agency cited a strong tax base with high residential wealth and income, healthy reserves and liquidity that is bolstered by conservative management and historical support from taxpayers for debt exclusions and overrides to the tax levy limits, a below average debt burden and aggressive contributions towards its unfunded pension and OPEB liabilities as positive credit factors.

Both the bid from UBS Financial Services, Inc. for the bonds and the bid from Jeffries, LLC for the notes were accepted by the Treasurer on behalf of the Town, subject to approval of the Select Board. At its meeting of June 3, 2019, I seek approval from the Select Board to approve the bond and note awards and execute all required documents.

/kal

Reoffering Yield Comparison



Payment Dates	Sold 5/30 Concord (Aaa)	Sold 5/30 Braintree (AA+)	Sold 5/29 Marlborough (AAA)	Sold 5/29 Somerville (AA+)
6/1/2020	1.30	1.30	1.32	1.32
6/1/2021	1.31	1.31	1.33	1.35
6/1/2022	1.32	1.32	1.34	1.36
6/1/2023	1.33	1.33	1.35	1.37
6/1/2024	1.34	1.34	1.36	1.38
6/1/2025	1.37	1.38	1.40	1.42
6/1/2026	1.42	1.42	1.44	1.46
6/1/2027	1.46	1.47	1.48	1.50
6/1/2028	1.52	1.54	1.54	1.56
6/1/2029	1.59	1.62	1.61	1.69
6/1/2030		1.80	1.78	1.80
6/1/2031		1.93	1.88	1.95
6/1/2032		2.05	1.95	2.05
6/1/2033		2.63	2.01	2.10
6/1/2034		2.70	2.50	2.20
6/1/2035		2.75	2.60	2.65
6/1/2036		2.80	2.70	2.75
6/1/2037		2.85	2.80	2.80
6/1/2038		2.90	2.85	2.85
6/1/2039		2.95	2.90	2.90

DRAFT
Long Range Plan
Envision Concord
Action Items

Economic Vitality: Section 4.2

High Priority

- Hire an Economic Vitality Officer if fiscally possible to inform and guide potential new businesses through the regulatory and permitting process for establishment of a new business and to collaborate with existing businesses and civic groups, some of which are described below
- Establish an Economic Vitality Committee that includes Concord Business Partnership members, commercial property owners, renters, appropriate Town committee and/or staff members, other interested parties to: a) define economic vitality as it applies to the three Concord business districts; b) make recommendations, excluding financial support, as to how the Town can support the business districts; c) explore ways to benefit from regional efforts to achieve similar goals
- Develop ways to encourage and enhance the visitor experience. The Tourism Officer or Deputy Town Manager may form a group that includes local businesses, historic sites, tour companies, non-profit cultural organizations, and other interested parties to develop a set of plans to attract visitors and extend their stay in Concord.
- Explore opportunities for increased development of commercial sites in available areas (e.g. Baker Ave. and Virginia Road) that would increase non property tax revenue with minimal impact on existing neighborhoods
- Support the work of groups currently active in economic vitality efforts such as West Concord Junction Cultural District Committee, West Concord Advisory Committee and Concord Center Cultural Council.

Housing and Land Use: Sections 4.3 & 4.4

High Priority

- Secure new State-approved public access to Gerow land to enable addition of one SHI-eligible affordable housing unit on land transfer to CHA approved at 2019 Town Meeting
- Support any proposed zoning changes that expand a range of housing affordability beyond the State Housing Inventory
- Continue efforts to implement recommendations of the Affordable Housing Funding Committee approved at the 2019 Town Meeting and, as appropriate, additionally included in its final report
- Track the approval process of the Junction Village Project
- Support Planning Division's recommendation on implementation of recently passed State legislation to collect tax revenue from Airbnb properties which includes a provision that a portion of those revenues be made available for affordable housing.

Medium Priority

- Working with the new Town Manager, request an overlay map(s) of existing municipal properties and potential opportunity sites (municipal, state, and privately owned) that might be useful for town purposes, identifying multiple site uses whenever possible for housing, commercial and other municipal needs in addition to considerations for preservation of agricultural land, open space, and recreation. This information should inform future proposed land acquisitions and Select Board priorities.

Transportation: Section 4.5 & parts of Section 4.7

Local:

High Priority

- Implementation of an improved complete streets plan
- Creation of more bike and pedestrian friendly roadways prioritizing those which connect bike and walking trails, as well bikeshare programs between hubs in Concord
- Improving our sidewalks in the business districts
- Coordination between the current public and private van pools serving specific interests (COA, DOT Transit, Newberry court, specialized needs vans, etc.) with a multi-stop Concord ride service
- More effectively work with Crosstown Connect.

Medium Priority

- Longer term ideas such as building offsite parking hubs with regular transport into Town centers
- AV as inter-municipal transit will become a possibility as we move toward 2030.

Regional:

High Priority

- Working with our State representatives and DOT to improve Route 2
- Work to improve the Fitchburg line's schedule, accessibility and dependability.

Medium Priority

- Work to create intra-regional bussing and other forms of rideshares.

Fiscal Planning: Section 4.8

High Priority

Establish a multi-year capital planning process, including town and school needs, costs/savings/revenue sources, timetable and estimated operating costs (new staff, utilities, maintenance).

TOWN OF CONCORD
Nuclear Metals/Starmet Property Re-use Planning Committee
Committee Charge

A. Background

The property at 2229 Main Street is a 46-acre site once operated by the defense contractor Starmet, formerly Nuclear Metals, Inc. (NMI). The company made depleted uranium products for the U.S. Department of Defense, as well as other specialty metal products. Manufacturing operations resulted in soil and water contamination on the property. The site was placed on the U.S. EPA's national priorities list in 2001 and is now a Superfund site. Significant progress has been made toward clean-up of the site, including the removal of contaminated soil from the holding basin and removal of the buildings and contents that were contaminated. The work that now remains is cleaning up contaminated soil and groundwater. This will require the responsible parties to sign a consent decree to fund the final remediation. In 2015, Concord Town Meeting voted to authorize the Select Board to acquire the property. It appears the consent decree could be finalized in the fall of 2018. The next phase of clean-up is expected to take four to six years. Therefore the timing is right for the town to consider how the property might best be re-used following the remediation.

B. Purpose

The purpose of the Nuclear Metals/Starmet Property Re-use Planning Committee is to assist the town with identifying possible ways to reuse the property at 2229 Main Street for maximum public benefit.

C. Membership

The members of the Nuclear Metals/Starmet Property Re-use Planning Committee shall be appointed by the Select Board. The term of office shall be two years, and the initial appointments shall be of one and two years so that terms of members shall be staggered. The committee shall be comprised of seven members representing a diversity of interests in the community. The membership shall be as follows:

- Two representatives from the 2229 Main Street Oversight Committee;
- Two representatives with experience in land-use planning;
- One representative with experience in the affordable housing community;
- One representative designated by the West Concord Advisory Committee;
- One citizen at-large.

D. Duties and Responsibilities

1. To review the record of environmental contamination and clean-up on the site to fully understand existing and likely future conditions;
2. To hold a public hearing early in the term of the committee to solicit preliminary public comments and suggestions regarding the kinds of public and private uses that should be considered in the re-use planning process;
3. To work with staff and professional consultants to assess each idea for possible reuse activity, including housing, commercial uses, and municipal uses;
4. To explore funding opportunities, including federal grants and private funding;

5. To prepare a draft report for submission to the Select Board on or before September 1, 2019 and to hold a public hearing to solicit comment from the public, town boards and committees, and others concerning the preliminary recommendations of the committee;
6. To finalize the report after including such public comments as the committee deems appropriate and to submit the report to the Select Board for the board's consideration;
7. To submit a report for inclusion in the "Annual Town Report" each year that the committee is active, providing a discussion of the Committee's work during the prior year;
8. To meet regularly and annually elect a Chair and Clerk.

E. Other Considerations

The Nuclear Metals/Starmet Property Re-use Planning Committee is responsible for conducting its activities in a manner which is in compliance with all relevant State and local laws and regulations, including but not limited to, the Open Meeting Law, Public Records Law and Conflict of Interest Law. The Committee shall consult with the Town Manager concerning the allocation of town staff or financial resources toward this effort.

Boy Scout Troop 132 Concord MA

Curtis Gekle
Troop Committee Chair

committeechair@troop132.com • 339-234-0287
Concord Scout House, 74 Walden St., Concord, MA 01742



May 26, 2019

Tom McKean
Chair, Select Board
Town House, 22 Monumant Square
Concord, MA 01742



Dear Chairperson McKean:

We are pleased to inform you that the following young man from Massachusetts' Spirit of Adventure Council, Troop 132 in Concord, MA has recently attained the rank of Eagle Scout:

Miles Inman (Eagle Board of Review on 03/21/2019)

We would be most grateful if you could write congratulatory letters to this outstanding young man. The letters should be addressed and sent to:

- 1- Miles Inman
274 Thoreau Street, Concord, MA 01742

We respectfully request that the letters be mailed to the Scout within 4 weeks of receipt from you.

Thank you for your help in commemorating this remarkable achievement.

Yours in scouting,

O.B.O. D. Cadavid

William Duggan, Scoutmaster Troop 132 and Curtis Gekle, Committee Chair Troop 132



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

Memo

To: Select Board
Cc: Kate Hodges, Acting Town Manager
Kerry Lafleur, Finance Director
From: Kaari Mai Tari, Town Clerk
Date: May 31, 2019
Re: Election Officer Appointments

Pursuant to MGL Chapter 54: Section 12, I would like to request, on behalf of the Board of Registrars, appointment of the following **3** voters as Election Officers for terms to expire July 31, 2019.

Reappointments: 0
New appointments: 3

Thank you for your consideration.

Kaari

Party	Name	Address	Precinct
D	Robert A. Hilsinger	102 Central Street	2
D	Sprague Callery Huntington	77 Sudbury Road	1
D	Karlen J. Reed	83 Whits End Road	5