



Town of Arlington Select Board

Meeting Agenda

March 11, 2019

7:15 PM

Select Board Chambers, 2nd Floor, Town Hall

1. Opening of Robbins Town Garden May 18, 2019
Patsy Kraemer

CONSENT AGENDA

2. Minutes of Meetings: February 25, 2019
3. Request: Special (One Day) Beer & Wine License, 3/19/19 at Robbins Memorial Town Hall for Chamber Annual Dinner
Beth Locke, Arlington Chamber of Commerce
4. Request: Special (One Day) Beer & Wine License, 3/23/19 at Robbins Memorial Town Hall for 'Beats for EATS' Fundraiser
Lauren Ledger, Arlington EATS
5. Request: Special (One Day) Beer & Wine License, 3/30/19 at Robbins Memorial Town Hall for 'Hardy School Silent Auction' Fundraiser
Patsy O'Brien, Hardy School PTO
6. Request: Special (One Day) Beer & Wine License, 3/31/19 at Robbins Memorial Town Hall for a Private Event
Cathy Cabrera
7. Reappointment: Board of Youth Services
Justine Bloch (term to expire 1/31/2022)

LICENSES & PERMITS

8. For Approval: Common Victualler License
Villa House of Pizza, 1367 Massachusetts Avenue, Sumendra Shrestha

TRAFFIC RULES & ORDERS / OTHER BUSINESS

9. For Discussion and Approval: Authorization to Execute Consolidated Revised Community Host Agreement with "Apothca, Inc." Previously Known as the Massachusetts Patient Foundation, and Provide Letter of Non-Opposition
Adam Chapdelaine, Town Manager
Douglas Heim, Town Counsel

WARRANT ARTICLE HEARINGS

10. Articles for Review:

- Article 27 Bylaw Amendment/Time Limit for Town Meeting Speakers
- Article 30 Bylaw Amendment/Waterline Replacement
- Article 35 Bylaw Amendment/Short-Term Rental Regulations
- Article 41 Vote/Arlington Redevelopment Board Membership and Terms
- Article 53 Endorsement of Parking Benefit District Expenditures
- Article 78 Resolution/Indigenous Peoples' Day

FINAL VOTES & COMMENTS

Articles for Review:

- Article 31 Bylaw Amendment/Rename Community Preservation Committee
- Article 32 Bylaw Amendment/Tree Protection and Preservation
- Article 33 Bylaw Amendment/Notice of Demolition
- Article 36 Vote/Election Modernization Study Group
- Article 37 Vote/Remove Police Chief From Civil Service
- Article 42 Home Rule Legislation/Town Treasurer
- Article 47 Acceptance of Legislation/PEG Access Fund
- Article 50 Local Option/ Short Term Rental Impact Fees

NEW BUSINESS

EXECUTIVE SESSION

Next Scheduled Meeting of Select Board March 25, 2019



Town of Arlington, Massachusetts

Opening of Robbins Town Garden May 18, 2019

Summary:

Patsy Kraemer



Town of Arlington, Massachusetts

Minutes of Meetings: February 25, 2019

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	2.25.19_draft_minutes.docx	Draft Minutes 02.25.19

TOWN OF ARLINGTON
SELECT BOARD

Meeting Minutes
February 25, 2019
7:15 PM

Present: Mr. Dunn, Chair, Mrs. Mahon, Vice Chair, Mr. Curro, Mr. Hurd, and Ms. Rowe
Also Present: Mr. Chapdelaine, Mr. Heim, and Mrs. Krepelka

1. Discussion: Pediatric Pan Mass Challenge
Luisa Paiewonsky
Lauren Bain and Otis Adams

Lauren Bain and Otis Adams spoke regarding their future request for the Pan Mass Challenge Kids Ride. Mr. Hurd suggested that the group should consider ending the race at Mill Street instead of going to the Uncle Sam Statue so they do not have to cross Mill Street.

Mrs. Krepelka and Traffic Safety Officer Rateau will meet with Lauren and Otis in the near future to discuss final plans for race and the dates.

Mr. Curro moved approval.

SO VOTED (5-0)

2. Community Preservation Committee Presentation
Eric Helmuth, Chair

Eric Helmuth presented the Board with a slideshow on proposed FY2020 CPA Projects.

The Board thanked him for an excellent report.

Ms. Rowe moved receipt of said report.

SO VOTED (5-0)

CONSENT AGENDA

3. Minutes of Meetings: February 11, 2019
4. Patriots' Day Committee Events, April 14, 2019
 - a) 55th Annual Patriots' Day Fun Run at 8:45 a.m. along Massachusetts Avenue;
 - b) Menotomy Reenactment at 12/Noon at the Jason Russell House;
 - c) Patriots' Day Parade at 2:00 p.m.Christine Bongiorno, Patriots' Day Parade Committee Chair
Director of Health and Human Services
5. For Approval: Change of Manager - All Alcohol License
Jose Maltez, 468 Mystic Street, Winchester Country Club
6. For Approval: Change of Stock Interest - All Alcohol License
Shu Ying Zeng, 303A Broadway, Fusion Taste
7. Request: Special (One Day) Beer & Wine License, 3/9/19 at Robbins Memorial Town Hall for a Private Event
Stacey and David Mann
8. Request: Special (One Day) Beer & Wine License, 3/16/19 @ Robbins Memorial Town Hall for a Private Event
Jonathan Carr

9. Request: Special (One Day) Beer & Wine License, 3/23/19 @ Lesley Ellis School, 34 Winter Street for a Spring Fundraiser

Allison Raynor, Advancement Coordinator, Lesley Ellis School

Ms. Rowe moved approval.

SO VOTED (5-0)

APPOINTMENTS

10. Community Development Block Grant (CDBG) Sub-Committee

Sarah Lee (term to expire 1/31/2022)

(tabled from 2/11/19 meeting)

Mrs. Mahon moved approval.

SO VOTED (5-0)

TRAFFIC RULES & ORDERS / OTHER BUSINESS

11. Discussion & Approval: MBTA Bus Stop Signage Installation and Replacement Initiative

Daniel Amstutz, Senior Transportation Planner

Ali Carter, Economic Development Coordinator, presented the following report.

On December 14, 2018 the MBTA forwarded a memo to the Department of Planning and Community Development and Department of Public Works about the MBTA Bus Stop Sign Installation and Replacement Initiative. The memo details proposed rear bus sign installations for five bus stops in Arlington affecting five bus routes. These are locations where a rear bus stop sign (necessary to delineate the bus stop zone in a parking lane) has not previously existed, or should be moved to lengthen the bus stop zone, so that buses can pull out of the travel lane and stop with both doors next to the curb. This is important for accommodating passengers with mobility issues.

The installation of these new signs will impact a total of eleven on-street parking spaces to accommodate these properly delineated bus stops. The number of parking spaces that are expected to be displaced at each bus stop location is detailed in Table 1. Staff from the Arlington Department of Planning and Community Development, Arlington Police Department, and Arlington Department of Public Works reviewed the parking impacts detailed in the MBTA memo. The review included desktop assessment and site visits to the bus stops where signs are proposed to be added. Staff responded in a memo to the MBTA dated January 4, 2019, noting that, based on staff review, the parking impacts from the installation of new bus stop signs are acceptable.

Ms. Carter will check with the MBTA regarding Mr. Hurd's question of the installation of a sign at Wachusett Ave at Florence Ave (MBTA Bus Route 78 and 84).

Mr. Curro moved approval.

SO VOTED (5-0)

12. Discussion & Approval: Bus Rapid Transit Pilot Results and Recommendation For Permanent Implementation

Daniel Amstutz, Senior Transportation Planner

Ali Carter, Economic Development Coordinator, presented report regarding the Bus Rapid Transit Results and Recommendation for Permanent Implementation.

Adam Auster, 17 Cottage Ave., expressed concern regarding crosswalk and safety at Lafayette Street.

Mrs. Mahon requests to study plans for bump outs and also asked for a public meeting to be held in East Arlington regarding the changes.

Mrs. Mahon moved approval.

SO VOTED (5-0)

13. Discussion & Approval: RFP for 2019 Beer Garden

Adam W. Chapdelaine, Town Manager

The proposed Beer Garden would operate on weekends between June 1, 2019 and September 29, 2019 with the exception of September 14 which is Arlington Town Day.

Mrs. Mahon moved approval.

SO VOTED (5-0)

14. Vote: Special Town Meeting, April 29, 2019

Adam W. Chapdelaine, Town Manager

Mr. Chapdelaine stated a Special Town Meeting should be held regarding the Arlington High School project.

Mrs. Mahon moved approval.

SO VOTED (5-0)

15. For Approval: Opening of Special Town Meeting Warrant

Mrs. Mahon moved approval.

SO VOTED (5-0)

16. Discussion: Future Select Board Meetings, April 2019

The Board voted to hold a Select Board Meeting on April 17, 2019 at 7:15p.m.

Mrs. Mahon moved approval.

SO VOTED (5-0)

WARRANT ARTICLE HEARINGS

17. Articles for Review:

Article 31 Bylaw Amendment/Rename Community Preservation Committee

Mrs. Mahon moved favorable action.

SO VOTED (5-0)

Article 32 Bylaw Amendment/Tree Protection and Preservation

Mrs. Mahon moved favorable action.

SO VOTED (5-0)

Article 33 Bylaw Amendment/Notice of Demolition (tabled from 2/11/19 meeting)

Mr. Hurd moved favorable action.

SO VOTED (5-0)

Article 36 Vote/Election Modernization Study Group

Ms. Rowe moved favorable action.

SO VOTED (5-0)

Mrs. Mahon suggested that Mrs. Krepelka, Board Administrator, be pro-temp chair to call first meeting. Members will include Town Clerk or Designee, Select Board Administrator, Town Moderator or Designee, Member of the Registrars of Voters or Designee, Member of Republican Town Committee, Member of Democratic Town Committee, School Administration or Designee, a High School Student, a local resident who is legally living in the Town but is not a US Citizen and three people to be appointed. Ms. Rowe stated she would like to assist the group once her term expires on the Board.

Article 37 Vote/Remove Police Chief From Civil Service

Ms. Rowe moved favorable action.

SO VOTED (3-2)

Ms. Mahon and Mr. Hurd voted in the negative.

Article 42 Home Rule Legislation/Town Treasurer

Mr. Curro moved favorable action.

SO VOTED (5-0)

Article 46 Acceptance of Legislation/Establishment of a Commission on Disabilities Fund

Ms. Rowe moved to table.

SO VOTED (5-0)

Article 47 Acceptance of Legislation/PEG Access Fund

Mrs. Mahon moved favorable action.

SO VOTED (5-0)

FINAL VOTES & COMMENTS

Articles for Review:

Article 28 Bylaw Amendment/Recycling Committee Membership and Mission

Article 29 Bylaw Amendment/Regulation of Polystyrene
Article 34 Bylaw Amendment/Regulation of Outdoor Lighting - Dark Skies Bylaw
Article 44 Home Rule Legislation/CPA Surcharge Exemption For Senior Homeowners
Article 45 Extending Local Voting Rights to All Legal Permanent Arlington Residents
Article 50 Local Option/Short Term Rental Impact Fees

Mrs. Mahon moved to approve Articles 28, 29, 44, and 45. SO VOTED (5-0)
Articles 34 and 50 were tabled. The Board requested more information.

CORRESPONDENCE RECEIVED

18. Air Plane Noise Update
Frank Ciano, Arlington Liason, Massport Community Advisory Committee
Mr. Curro thanked Mr. Ciano for his dedication to his position on the Massport Community Advisory Committee regarding the Airplane Noise.

19. Requesting Snow Plow Drivers to Limit Speed
David Bean, 50 Jason Street
Mrs. Mahon referred to the Town Manager.

20. Concerns Regarding AHS Building Project
Peter G. Silva, 73 Fountain Road

Mrs. Mahon moved receipt of Correspondence Received. SO VOTED (5-0)

NEW BUSINESS

Mr. Chapdelaine thanked the Public Works Department for their efficient and timely snow removal during the season thus far.

Mr. Curro thanked the Board for joining him for the AEF Trivia Bee to be held on March 17 at Town Hall.

Mr. Dunn attended the Long Range Planning Committee Meeting this morning and stated they will be having two more meetings discussing the readjustment to the formula of the enrollment growth for the schools.

Mrs. Mahon moved to adjourn at 9:50 p.m. SO VOTED (5-0)

Next Scheduled Meeting of Select Board March 11, 2019.

A true record attest

Marie A. Krepelka
Board Administrator

2/25/2019

Agenda Item	Description
1	Discussion: Pediatric Pan Mass Challenge Luisa Paiewonsky Lauren Bain and Otis Adams
2	Community Preservation Committee Presentation Eric Helmuth, Chair
3	Minutes of Meetings: February 11, 2019
4	Patriots' Day Committee Events, April 14, 2019 a) 55th Annual Patriots' Day Fun Run at 8:45 a.m. along Massachusetts Avenue; b) Menotomy Reenactment at 12/Noon at the Jason Russell House; c) Patriots' Day Parade at 2:00 p.m. Christine Bongiorno, Patriots' Day Parade Committee Chair Director of Health and Human Services
5	For Approval: Change of Manager - All Alcohol License Jose Maltez, 468 Mystic Street, Winchester Country Club
6	For Approval: Change of Stock Interest - All Alcohol License Shu Ying Zeng, 303A Broadway, Fusion Taste
7	Request: Special (One Day) Beer & Wine License, 3/9/19 at Robbins Memorial Town Hall for a Private Event Stacey and David Mann
8	Request: Special (One Day) Beer & Wine License, 3/16/19 @ Robbins Memorial Town Hall for a Private Event Jonathan Carr
9	Request: Special (One Day) Beer & Wine License, 3/23/19 @ Lesley Ellis School, 34 Winter Street for a Spring Fundraiser Allison Raynor, Advancement Coordinator, Lesley Ellis School
10	Community Development Block Grant (CDBG) Sub-Committee Sarah Lee (term to expire 1/31/2022) (tabled from 2/11/19 meeting)
11	Discussion & Approval: MBTA Bus Stop Signage Installation and Replacement Initiative Daniel Amstutz, Senior Transportation Planner
12	Discussion & Approval: Bus Rapid Transit Pilot Results and Recommendation For Permanent Implementation Daniel Amstutz, Senior Transportation Planner
13	Discussion & Approval: RFP for 2019 Beer Garden Adam W. Chapdelaine, Town Manager
14	Vote: Special Town Meeting, April 29, 2019 Adam W. Chapdelaine, Town Manager
15	For Approval: Opening of Special Town Meeting Warrant
16	Discussion: Future Select Board Meetings, April 2019
17	Articles for Review: Article 31 Bylaw Amendment/Rename Community Preservation Committee

	Article 32 Bylaw Amendment/Tree Protection and Preservation Article 33 Bylaw Amendment/Notice of Demolition (tabled from 2/11/19 meeting) Article 36 Vote/Election Modernization Study Group Article 37 Vote/Remove Police Chief From Civil Service Article 42 Home Rule Legislation/Town Treasurer Article 46 Acceptance of Legislation/Establishment of a Commission on Disabilities Fund Article 47 Acceptance of Legislation/PEG Access Fund
18	Air Plane Noise Update Frank Ciano, Arlington Liason, Massport Community Advisory Committee
19	Requesting Snow Plow Drivers to Limit Speed David Bean, 50 Jason Street
20	Concerns Regarding AHS Building Project Peter G. Silva, 73 Fountain Road



Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 3/19/19 at Robbins Memorial Town Hall for Chamber Annual Dinner

Summary:

Beth Locke, Arlington Chamber of Commerce

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Chamber_of_Commerce_Special_Application.pdf	Special Beer & Wine Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Beth Locke, Arlington Chamber of Commerce

Address, phone & e-mail contact information:

611 Mass. Ave., Arlington, Ma. 02474 info@arlcc.org 617-429-2558

Name & address of Organization for which license is sought:

Menotomy Grill & Tavern, 25 Mass. Ave., Arlington, Ma. 02474.

Does this Organization hold nonprofit status under the IRS Code? ☒ Yes ☐ No

Name of Responsible Manager of Organization (if different from above):

Tom Carroll

Address, phone & e-mail contact information:

781-808-1383, eventsmenotomygrill@gmail.com

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? ☐ NO ☐ If so, please give date(s) of Special Licenses and/or applications and title of event(s).

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

regular event March- 2018 - Town Hall

24-Hour contact number for Responsible Manager on Event date:

Beth Locke, 617-429-5228 Tom Carroll 781-808-1383

Title of Event:

Chamber Annual Dinner

Date/time of Event:

Tuesday, March 19, 2019, 5:30 pm - 9:00 pm

Location of Event: Arlington Town Hall

Location/Event Coordinator: Patsy Kraemer/Vicki Rose/Sheelah Ward

Method(s) of invitation/publicity for Event:

Invitation//Social Media

Number of people expected to attend: 140

Expected admission/ticket prices: \$65

Expected prices for food and beverages (alcoholic and non-alcoholic):

wine - \$8 beer \$5

Will persons under age 21 be on premises? yes for coat check

If "yes," please detail plan to prevent access of minors to alcoholic beverages.

Bartenders will check for ID's

Have you consulted with the Department of Police Services about your security plan for the Event?

YES

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

Date _____

Printed name/title

POLICE COMMENTS:

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer/wine

What types of food and non-alcoholic beverages do you plan to serve at the Event?

Full dinner, sodas, waters

Who will be responsible for serving alcoholic beverages at the Event?

Menotomy Grill & Tavern bartending staff

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS CERTIFICATION

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

attached

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc:

M.S. Walker and Horizon Beverage

Date of Delivery: Tuesday, 3/19/2019

Alcohol Serving Time (s) 5:30 - 8:30 pm

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

Menotomy Tavern will take excess back to restaurant

Date of Pick-Up:

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

ATTACHED

Please submit this completed form and filing fee to the Board of Selectmen
at least 21 days before your Event. Failure to provide complete
information may delay the processing of your application.

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: _____

Printed name: Beth Locke

Printed title & Organization name: Arlington Chamber of Commerce

Email: info@arlcc.org

revised: 5/18/2015 reformatted: 05/05/2017



ROBBINS MEMORIAL TOWN HALL AUDITORIUM
730 Massachusetts Avenue, Arlington, Ma. 02476

27 February 2019

SECURITY PLAN FOR - CHAMBER OF COMMERCE ANNUAL DINNER

An Annual dinner event sponsored by the Arlington Chamber of Commerce will be held on Tuesday, March 19, 2019, at Arlington Town Hall. The event is scheduled for 5:30 pm to 9:00 pm.

An Alcohol Permit Application has been submitted to the Selectmen's Office.

This is the Security Plan.

We anticipate approximately 140 guests to attend. There may be coat check teens at the event..

Patsy Kraemer will be the event coordinator for the event. Greg Stathopoulos will be the custodian for the event. Menotomy Grill and Tavern will be catering the event, will provide the bartending service and will provide the TIPS certified bartending staff. The Chamber of Commerce planning committee is responsible for ensuring that the event runs smoothly.

A fire services detail will be hired for the event. This officer will be available to help with any emergency situations that may arise. A police detail also will be hired if needed..

Parking for the event will be available in the Town Hall parking lot, the parking lot at the Central School office building directly behind Town Hall, and on the side streets, as well as Mass. Ave.

Please advise if there are other items that we need to consider.

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on February 25, 2018
provided by Health Communications, Inc.
is hereby granted to:

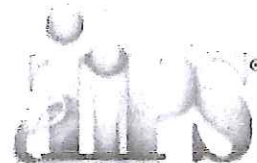
Peter Walsh

Certification to be sent to:

**Peter Walsh, Arlington
25 Massachusetts Ave
Arlington MA, 02474-8602 USA**

HEALTH COMMUNICATIONS, INC.

This document is not proof of TIPS certification. It is a record only that you have completed the course. Valid certification does not exist until you are certified.



RETURN TO THE POSTAL

PRINT CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Quinn Group Insurance Agency, Inc. 223 Massachusetts Ave. Arlington MA 02474	CONTACT NAME: Ted Ward PHONE (A/C, No, Ext): (781) 483-3248 FAX (A/C, No): (781) 641-3223 E-MAIL ADDRESS: Ted@quinngroupins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Norfolk And Dedham Group PL	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1922711658 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: -			R1226751A	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$				
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						XPRDC \$
A	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A		WE129367A	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Town Of Arlington

CERTIFICATE HOLDER Town of Arlington Att: Patsy Kraemar 730 Massachusetts Ave Arlington MA 02474	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Quinn Group Insurance Agency, Inc. 223 Massachusetts Ave. Arlington MA 02474	CONTACT NAME: Johanna Moloney PHONE (A/C, No, Ext): (781) 483-3248 FAX (A/C, No): (781) 641-3223 E-MAIL ADDRESS: johanna@quinninsurance.com																					
INSURED Menotomy Grill and Tavern 25 Massachusetts Avenue Arlington MA 02474	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Norfolk & Dedham Mutual</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Norfolk & Dedham Mutual		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Norfolk & Dedham Mutual																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL18101110842**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			R1842832A	10/05/2018	10/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			R1842832A	10/05/2018	10/05/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			U1808334A	10/05/2018	10/05/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WE188367A	10/05/2018	10/05/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

WGM Realty Trust 204 Second Ave Waltham MA 02454	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 3/23/19 at Robbins Memorial Town Hall for 'Beats for EATS' Fundraiser

Summary:

Lauren Ledger, Arlington EATS

ATTACHMENTS:

	Type	File Name	Description
▯	Reference Material	Beats_for_Eats_Special_Application.pdf	Special Beer & Wine Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Lauren Ledger/Vicki Rose/Arlington EATS Committee

Address, phone & e-mail contact information:

187 Everett Street, Arlington, 617-365-4877 (Lauren), 617-312-7699 (Vicki)
Lauren.ledger@gmail.com/ vrose@arlington.k12.ma.us

Name & address of Organization for which license is sought:

same as above

Does this Organization hold nonprofit status under the IRS Code? X ☒ Yes ☐ No

Name of Responsible Manager of Organization (if different from above):

Lauren Ledger/Vicki Rose

Address, phone & e-mail contact information:

see above

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? ☐ NO ☒ X If so, please give date(s) of Special Licenses and/or applications and title of event(s).

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

the same fundraiser was held in March, 2016

24-Hour contact number for Responsible Manager on Event date:

Lauren - 617-365-4877/ Vicki - 617-312-7699

Title of Event:

Beats for Eats Fundraiser

Date/time of Event:

Saturday, March 23, 2019, 7:30 - 11:00 pm

Location of Event: Arlington Town Hall

Location/Event Coordinator: Patsy Kraemer

Method(s) of invitation/publicity for Event:

Invitation /social media

Number of people expected to attend: 200

Expected admission/ticket prices: \$35 ahead/\$40 at door

Expected prices for food and beverages (alcoholic and non-alcoholic):

\$5 for beer/wine & \$2 for sodas/waters

Will persons under age 21 be on premises? yes - coat check helpers

If "yes," please detail plan to prevent access of minors to alcoholic beverages.

Bartenders will check for ID's

Have you consulted with the Department of Police Services about your security plan for the Event?

YES

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

_____ Date _____

Printed name/title

POLICE COMMENTS:

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer/wine

What types of food and non-alcoholic beverages do you plan to serve at the Event?

savory and sweet tapas// waters/sodas

Who will be responsible for serving alcoholic beverages at the Event?

Something Savory Caterers

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS CERTIFICATION

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc:

Adonna Liquors, Waltham, Ma

Date of Delivery: 3/23/2019

Alcohol Serving Time (s):

7:00 - 10:30

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

The committee will distribute excess beverages among themselves.

Date of Pick-Up:

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

ATTACHED

**Please submit this completed form and filing fee to the Board of Selectmen
at least 21 days before your Event. Failure to provide complete
information may delay the processing of your application.**

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: _____

Printed name: Lauren Ledger

Printed title & Organization name: Arlington Eats Committee

Email: Lauren.ledger@gmail.com

revised: 5/18/2015 reformatted: 2/25/2016



ROBBINS MEMORIAL TOWN HALL AUDITORIUM
730 Massachusetts Avenue, Arlington, Ma. 02476

27 February 2019

SECURITY PLAN FOR ARLINGTON BEATS FOR EATS FUNDRAISER

The Arlington Eats Committee is sponsoring a fundraising event to be held on Saturday, March 23, 2019, 7:30 pm – 11:00 pm at the Arlington Town Hall. A One-Day Permit has been submitted to the Selectmen's Office.

This is the Security Plan.

Advance tickets will be sold for the evening event at \$35 each. We anticipate approximately 200 people to attend.

The Fundraiser event will be for adults only except for teen coat check ticket takers.

Patsy Kraemer will be the event coordinator for the event. Something Savory Catering will provide food for the event will also provide bartender service. Greg Stathopoulos will be the custodian for the event. A committee of 8 volunteers from the Arlington Eats Committee is the planning group and will assist in staffing the party. All these people will be responsible for ensuring that the event runs smoothly.

A fire services detail will be hired for the event. A police detail will be required.

Parking for the event will be available in the Town Hall parking lot, the parking lot at the Central School office building directly behind Town Hall, and on the side streets, as well as Mass. Ave.

Please advise if there are other items that we need to consider.

it with you as proof of your TIPS certification.

ID#: 4720949 Name: Bonnie Sue Tomassian
Exam Date: 2/1/2018 Expiration Date: 2/1/2021

TIPS

eTIPS On Premise 3.0

CERTIFIED

Issued: 2/1/2018

Expires: 2/1/2021

ID#: 4720949

Bonnie Sue Tomassian
Something Savory LLC
1337 Massachusetts Ave
Arlington, MA 02476-4101


For service visit us online at www.gettips.com

atIPS Certification Card

<https://w3.certignity.com/cp3.nsf/ReirDocument?OpenAgent&DMI=...>

Close Window

This card is only valid for use online - and cannot be used as proof of certification except from within Certification Manager

**iIPS**
eTIPS On Premise 3.0

CERTIFIED

Issued: 01/21/2017

Expires: 01/21/2020

ID#: 4438835

Sheila Reynolds

237 Grove St
Waltham, MA 02453-6548 USA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER T. Edmund Garrity & Co., Inc. 545 Concord Avenue, Suite 16 Cambridge MA 02138	CONTACT NAME: Ashlee Espinosa PHONE (A/C, No, Ext): (617) 354-4640 FAX (A/C, No): (617) 354-5828 E-MAIL ADDRESS: ashlee@garrity-insurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co CT NAIC # 25682 INSURER B: AIM MUTUAL INS CO INSURER C: Hospitality Mutual INSURER D: INSURER E: INSURER F:
INSURED Jodi Auerbach, DBA: Something Savory 1337 Massachusetts Ave #237 Arlington MA 02476	

COVERAGES

CERTIFICATE NUMBER: Master COI 2018

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N Liquor Liability			6607B769370	04/20/2018	04/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 Per Occurance 1,000,000 Aggregate 2,000,000
B				AWC40070360032019A	01/10/2019	01/10/2020	
C				00061130LL	12/16/2018	12/16/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Arlington is listed as additional insured for general liability and liquor liability.

CERTIFICATE HOLDER

CANCELLATION

Town of Arlington Arlington MA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 3/30/19 at Robbins Memorial Town Hall for 'Hardy School Silent Auction' Fundraiser

Summary:

Patsy O'Brien, Hardy School PTO

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Hardy_School_Special_Application.pdf	Special Beer & Wine Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Patsy O'Brien Hardy School P'TO

Address, phone & e-mail contact information:

Hardy School 51 Lake Street, Arlington, Ma. 857-9280-0434 patsy@hardyschool.com

Name & address of Organization for which license is sought:

same

Does this Organization hold nonprofit status under the IRS Code? ☒ Yes ☐ No

Name of Responsible Manager of Organization (if different from above):

Premier Bar Service

Address, phone & e-mail contact information:

PO Box 540310, Waltham, Ma. 02454 781-223-5001 egarladrn@premierbarservice.com

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? ☐ No ☐ Yes If so, please give date(s) of Special Licenses and/or applications and title of event(s).

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

one-time event

24-Hour contact number for Responsible Manager of Alcohol Event date:

978-587-7522

Title of Event:

Hardy School Silent Auction fundraiser

Date/time of Event:

Saturday, March 30, 2019 7 pm - 11:00 pm

Location of Event:

Arlington town Hall

Location/Event Coordinator:

Patsy Kraemer/Vicki Rose/Eileen Messina

Method(s) of invitation/publicity for Event:

invitation/school social media

Number of people expected to attend:

135

Expected admission/ticket prices:

\$25 individual, \$40 couple

Expected prices for food and beverages (alcoholic and non-alcoholic):

\$5 beer and wine

Will persons under age 21 be on premises?

NO

If "yes," please detail plan to prevent access of minors to alcoholic beverages.

Have you consulted with the Department of Police Services about your security plan for the Event?

yes

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

Date _____

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

_____ date _____

Printed name/title

POLICE COMMENTS:

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer/wine _____

What types of food and non-alcoholic beverages do you plan to serve at the Event?

savory/sweet tapas, waters/juices _____

Who will be responsible for serving alcoholic beverages at the Event?

Premier Bar Services bartending staff _____

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPs certification.

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

attached _____

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc)

Atlas Liquors, Medford, Ma. _____

Date of Delivery:

Sat. March 30, 2019 _____

Alcohol Serving Time (s):\

7 pm - 10:30 pm _____

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

Committee will distribute among members. If there is too much left over Atlas will pick up.

Date of Pick-Up:

4/1/2019 , if needed

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

attached

**Please submit this completed form and filing fee to the Board of Selectmen
at least 21 days before your Event. Failure to provide complete
information may delay the processing of your application.**

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: _____

Printed name: Patsy O'Brien

Printed title & Organization name: Hardy PTO, Hardy School

Email: patsy@hardyschool.com



ROBBINS MEMORIAL TOWN HALL AUDITORIUM
730 Massachusetts Avenue, Arlington, Ma. 02476

5 March 2019

SECURITY PLAN FOR HARDY ELEMENTARY SCHOOL SPRING AUCTION.

The Hardy School PTO is sponsoring an event - an auction to be held on Saturday, March 30 2019, 7:00 pm – 11:00 pm at the Arlington Town Hall. A One-Day Permit has been submitted to the Selectmen's Office.

This is the Security Plan.

Advance tickets will be sold for the evening event at \$25 each. We anticipate approximately 200 people to attend.

The auction event will be for only parents and community members.

Patsy Kraemer will be the event coordinator for the event. Joe Sent Me Restaurant will provide food for the event and Premier Bartending will provide bartender service. Greg Stathopoulos will be the custodian for the event. A committee of 5 volunteers from the PTO planning group will assist in staffing the party. All these people will be responsible for ensuring that the event runs smoothly.

A police detail will be hired for the event if required and a fire services detail will be hired for the event.

Parking for the event will be available in the Town Hall parking lot, the parking lot at the Central School office building directly behind Town Hall, and on the side streets, as well as Mass. Ave.

Please advise if there are other items that we need to consider.

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.
Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol. By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving. You have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,
Adam F. Chafetz
Adam F. Chafetz
HCL President

ID#: 4785743 Name: Caitlin S Gaffney
Exam Date: 4/29/2018 Expiration Date: 4/29/2021

TIPS eTIPS On Premise 3.0
Issued: 4/29/2018
ID#: 4785743
Expires: 4/29/2021

CERTIFIED

Caitlin S Gaffney
Premier Bar Service and Catering
282 Moody St
Waltham, MA 02453-5232

For service visit us online at www.gettips.com

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

tips®



Adam F. Chafetz
Sincerely,
Adam F. Chafetz
HCI President

ID#: 4785742 Name: Caleb C Cook
Exam Date: 4/29/2018 Expiration Date: 4/29/2021

tips® eTIPS On Premise 3.0
Issued: 4/29/2018

ID#: 4785742

Expires: 4/29/2021

CERTIFIED

Caleb C Cook
Premier Bar Service and Catering
282 Moody St Ste 306
Waltham, MA 02453-5232

For service visit us online at www.gettips.com



PREMIER-01

JHOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roblin Insurance Agency 144 Gould Street Suite 100 Needham, MA 02494		CONTACT NAME: PHONE (A/C, No, Ext): (781) 455-0700 FAX (A/C, No): (781) 449-8976 E-MAIL ADDRESS: certificates@roblininsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mount Vernon Fire Co	
		INSURER B: StarStone National Insurance Company	
		INSURER C: U.S. Liability Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

Premier Catering & Bar Service LLC
PO Box 540310
Waltham, MA 02454

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CP2610440	03/11/2018	03/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED NONOWNED \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			88915C175ALI	03/11/2018	03/11/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			CL1569703C	03/11/2018	03/11/2019	per Occurrence \$ 1,000,000
C	Liquor Liability			CL1569703C	03/11/2018	03/11/2019	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Arlington is additional insured with regard to liability of the named insured.

CERTIFICATE HOLDER

Town of Arlington
Town Hall
730 Massachusetts Ave.
Arlington, MA 02476

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 3/31/19 at Robbins Memorial Town Hall for a Private Event

Summary:

Cathy Cabrera

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Cabrera_Special_Application.pdf	Special Beer & Wine Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant:

Cathy Cabrera

Address, phone & e-mail contact information:

8 Reed Street Terrace, Cambridge, Ma. 02140, 617-388-4454, cathycab@gmail.com

Name & address of Organization for which license is sought:

Something Savory, 1337 Mass. Ave. #235, Arlington, Ma. 02476

Does this Organization hold nonprofit status under the IRS Code? ☐ Yes ☒ No

Name of Responsible Manager of Organization (if different from above):

Jodi Auerbach

Address, phone & e-mail contact information:

617-549-2599, jodi@somethingsavory.com

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? ☐ If so, please give date(s) of Special Licenses and/or applications and title of event(s).

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

one time event

24-Hour contact number for Responsible Manager of Alcohol Event date:

617-549-2599

Title of Event:

Bar Mitzvah

Date/time of Event:

Sunday, March 31, 2019, 1:00 pm - 4:30 pm

Location of Event:

Arlington Town Hall

Location/Event Coordinator:

Patsy Kraemer/Vicki Rose

Method(s) of invitation/publicity for Event:

invitation

Number of people expected to attend:

80

Expected admission/ticket prices:

N/A

Expected prices for food and beverages (alcoholic and non-alcoholic):

N/A

Will persons under age 21 be on premises?

yes

If "yes," please detail plan to prevent access of minors to alcoholic beverages.

Bartender will check ID's

Have you consulted with the Department of Police Services about your security plan for the Event?

YES

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

_____ Date _____

Printed name/title

POLICE COMMENTS:

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer/wine

What types of food and non-alcoholic beverages do you plan to serve at the Event?

full dinner/appetizers/dessert, sodas/waters

Who will be responsible for serving alcoholic beverages at the Event?

Something Savory bartending staff

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS Certification

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

ATTACHED

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc)

Adonna Imports, Waltham, Ma.

Date of Delivery:

Sat. 3/30/2019

Alcohol Serving Time (s):

1:00 pm - 4:00 pm

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

Family will take excess alcohol assuming small amount.

Date of Pick-Up:

N/A

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

ATTACHED

**Please submit this completed form and filing fee to the Board of Selectmen
at least 21 days before your Event. Failure to provide complete
information may delay the processing of your application.**

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: _____

Printed name Cathy Cabrera

Printed title & Organization name: _____

Email: cathycab@gmail.com



ROBBINS MEMORIAL TOWN HALL AUDITORIUM

730 Massachusetts Avenue, Arlington, Ma. 02476

27 February 2019

SECURITY PLAN FOR CABRERA BAR MITZVAH PARTY

A Bar Mitzvah party will be held on Sunday, March 31, 2019, in the auditorium at Arlington Town Hall. The event is scheduled for 1:00 am to 430 pm.

A One-Day Permit has been submitted to the Selectmen's Office.

This is the Security Plan.

We anticipate approximately 80 people to attend.

Eileen Messina will be the event coordinator for the event. Food service and bar service will be provided by Something Savory Catering. Greg Stathopoulos will be the custodian for the event. The Cabrera family will be responsible to ensure that the event runs smoothly.

A police detail will be hired for the event (if required) and a fire services detail will be hired for the event. These officers will be available to help with any emergency situations that may arise.

Parking for the event will be available in the Town Hall parking lot, the parking lot at the Central School office building directly behind Town Hall, and on the side streets, as well as Mass. Ave.

Please advise if there are other items that we need to consider.

eTIPS Certification Card

<https://w3.certegrity.com/cp3.nsf/RetrDocument?OpenAgent&DMI=>

Close Window

This card is only valid for use online - and cannot be used as proof of certification except from within Certification Manager



eTIPS On Premise 3.0

CERTIFIED

Issued: 01/21/2017

Expires: 01/21/2020

ID#: 4438835

Sheila Reynolds

237 Grove St
Waltham, MA 02453-6548 USA

/ it with you as proof of your TIPS certification.

ID#: 4720949 Name: Bonnie Sue Tomassian

Exam Date: 2/1/2018 Expiration Date: 2/1/2021

TIPS® eTIPS On Premise 3.0

CERTIFIED

Issued: 2/1/2018

Expires: 2/1/2021

ID#: 4720949

Bonnie Sue Tomassian
Something Savory LLC
1337 Massachusetts Ave
Arlington, MA 02476-4101

For service visit us online at www.gettips.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER T. Edmund Garrity & Co., Inc. 545 Concord Avenue, Suite 16 Cambridge MA 02138	CONTACT NAME: Ashlee Espinosa PHONE (A/C, No, Ext): (617) 354-4640 FAX (A/C, No): (617) 354-5828 E-MAIL ADDRESS: ashlee@garrity-insurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co CT NAIC # 25682 INSURER B: AIM MUTUAL INS CO INSURER C: Hospitality Mutual INSURER D: INSURER E: INSURER F:
INSURED Jodi Auerbach, DBA: Something Savory 1337 Massachusetts Ave #237 Arlington MA 02476	

COVERAGES

CERTIFICATE NUMBER: Master COI 2018

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6607B769370	04/20/2018	04/20/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AWC40070360032019A	01/10/2019	01/10/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Liquor Liability			00061130LL	12/16/2018	12/16/2019	Per Occurrence 1,000,000
							Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Arlington is listed as additional insured for general liability and liquor liability.

CERTIFICATE HOLDER

CANCELLATION

Town of Arlington Arlington MA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Town of Arlington, Massachusetts

Reappointment: Board of Youth Services

Summary:

Justine Bloch (term to expire 1/31/2022)

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Block_Reappointment.pdf	Reference



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: March 5, 2019

TO: Board Members

SUBJECT: Reappointment to the Board of Youth Services

This memo is to request the Board's approval of my reappointment of Justine Bloch, Arlington, MA, to serve on the Board of Youth Services, and having a term expiration date of 1/30/2022.


Town Manager

OFFICE OF THE SELECT BOARD

DANIEL J. DUNN, CHAIR
DIANE M. MAHON, VICE CHAIR
JOSEPH A. CURRO, JR.
JOHN V. HURD
CLARISSA ROWE



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

March 5, 2019

Justine Bloch

Re: Reappointment: Board of Youth Services

Dear Ms. Bloch:

Please be advised that the Select Board will be discussing your reappointment to the above-named at their meeting to be held on Date at Time in the Select Board Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
SELECT BOARD

Marie A. Krepelka
Marie A. Krepelka
Board Administrator

MAK:ls



Town of Arlington, Massachusetts

For Approval: Common Victualler License

Summary:

Villa House of Pizza, 1367 Massachusetts Avenue, Sumendra Shrestha

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Villa_House_of_Pizza_-_Inspection_Reports.pdf	Inspection Reports
▢	Reference Material	Villa_House_of_Pizza_-_CV_Application.pdf	Common Victualler Application

LICENSE APPLICATION REPORT

Type of License: Common Victualler License

Name of Applicant: Sumendra Shrestha d/b/a Villa House of Pizza

Address: 1367 Massachusetts Avenue

The following Departments have **no objections** to the issuance of said license:

- Police _____
- Fire _____
- Health _____
- Building _____
- Planning _____

The following Departments have **no objections** but have made comments or conditions regarding the issuance of said license: (see attached)

- Police _____x_____
- Fire _____x_____
- Health _____x_____
- Building _____x_____
- Planning _____x_____

The following Departments have **objections** to the issuance of said license:
(see attached)

- Police _____
- Fire _____
- Health _____
- Building _____
- Planning _____



Town of Arlington
Department of Health and Human Services
Office of the Board of Health
27 Maple Street
Arlington, MA 02476

Tel: (781) 316-3170
Fax: (781) 316-3175

MEMO

To: Select Board
From: Kylee Sullivan, Health Compliance Officer
Date: March 5, 2019
RE: Board of Health Comments for Select Board's Meeting on March 11, 2019

Please accept the following as comments from the Office of the Board of Health:

**Villa House of Pizza: 1367 Massachusetts Avenue
Common Victualler License**

- The Health Department has contacted the prospective owner who will complete the required plan review application. A permit will not be issued until plans are approved and a final pre-operational inspection has been conducted to ensure the establishment is in compliance with the Food Code.

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Select Board; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: *Lumera Almeida*

Date: 03/07/2019



Arlington Fire Department Town of Arlington

Administrative Office
411 Massachusetts Ave, Arlington, MA 02474
Phone: (781) 316-3803 Fax: (781) 316-3808
Email: jkelly@town.arlington.ma.us

Kevin M Kelley
Deputy Fire Chief

Checklist for food sales ownership conversion.

- All exit signs and emergency lights must be tested and in good working order
- FACP **must** have annual test paperwork on hand and be free of trouble and alarm signals
- Sprinkler system (if present) shall have current inspection tag
- All extinguishers must be hung with signs and a current inspection tag
- "K" extinguisher mounted and tagged in the kitchen area if using fat to cook
- All exits and exit paths must be in proper working order and free from storage
- No storage of excess combustibles allowed inside building or near exit ways
- Hoods must have current inspection/cleaning sticker attached
- Kitchen extinguishing systems must have current inspection tags
- If Ansul or Sprinklers present FACP must report to monitoring company
- Address must be clearly visible from the street
- Electrical panels must be accessible from floor to ceiling for the entire width
- Call for inspection after all has been completed 781-316-3803

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Select Board; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: *Sumanta S. Maity*

Date: 03/07/2019

ARLINGTON POLICE DEPARTMENT

Juliann Flaherty
Acting Chief of Police



POLICE HEADQUARTERS
112 Mystic Street
Telephone 781-316-3900

Town of Arlington
MASSACHUSETTS 02474

February 15, 2019

On Friday, February 15, 2019 at 2:30 PM, I called and spoke with Sumendra Shrestha regarding this application for a Common Victualler License for the Villa House of Pizza, located at 1367 Mass Ave. Sumendra stated that he will be the new owner of the Villa House of Pizza on or about March 1, 2019. Sumendra stated that he will not be making any changes to the business as of now. Sumendra stated that they do not serve alcohol but may look into a permit in the future.

I advised Sumendra Shrestha that the Board of Selectmen may be conducting C.O.R.I and S.O.R.I checks during the application process.

Pending the checks conducted by the Board of Selectmen's Office, Arlington Police Dept. is not aware of any law enforcement or public safety reasons to object to the Common Victualler License for the Villa House of Pizza.

Respectfully Submitted,

Detective Edward DeFrancisco

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Select Board; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: *Sumendra Shrestha*

Date: 03/07/2019

"Proactive and Proud"

**OFFICE OF THE SELET BOARD
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Select Board by, March 6, 2019
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 1367 Massachusetts Avenue
Applicant's Name: Sumendra Shrestha
D/B/A: Villa House of Pizza
Telephone: 781-646-0202
Department: Sent Via E-mail Date: 2/15/2018

MEETING DATE: March 11, 2019

Inspected By:

RE: COMMON VICTUALLER LICENSE

Police
Fire
Board of Health
Building
Planning

INSPECTION REPORT SECTION:

Building

All building changes need permits.
All sign changes need approval and sign permit.
Window signs cannot exceed 25% of window or fine lines will be levied.
Certificate of Occupancy is needed - \$100 fee.
The Director of Inspectional Services has no objection to the issuance of this license as the applicant has been made aware of seating capacity and necessity for showing proof of ownership of sidewalk.

Plumbing

The Inspector of Plumbing and Gassfitting has no objection to the issuance of this license.
All Plumbing and Gasfitting work requires that the permits be obtained from this office for their respective trades by a licensed contractors.

Electrical

The Inspector of Wires has no objection to the issuance of this license
The applicant acknowledges that this is a conditional approval of the premises only and is not to be constructed as approval of the Inspector of Wires of concealed electrical wiring. Any new wiring must conform to the Mass. Electrical Code. Notify the Inspector of Wires in accordance with Chapter 143, Section 3L.

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Select Board; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: Sumendra Shrestha

Date: 03/07/2019

**OFFICE OF THE SELET BOARD
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Select Board by, December 12, 2018
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 1367 Massachusetts Avenue
Applicant's Name: Sumendra Shrestha
D/B/A: Villa House of Pizza
Telephone: 781-646-0202
Department: Sent Via E-mail Date: 3/4/2019

MEETING DATE: December 17, 2018

Inspected By:

RE: COMMON VICTUALLER LICENSE

Police
Fire
Board of Health
Building
Planning---Ali Carter, Economic Development Coordinator

INSPECTION REPORT SECTION:

This application is for a Common Victualler license reflecting a change of ownership at Villa House of Pizza in Arlington Heights. This business is located in a B3 Village Business zoning district and is appropriate for the location.

The Department of Planning and Community Development has no objection to the issuance of a Common Victualler license as requested.

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Select Board; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: Sumendra Shrestha

Date: 03/07/2019

OFFICE OF THE SELECT BOARD

730 Massachusetts Avenue
Town of Arlington
Massachusetts 02476-4908

(781) 316-3020
(781) 316-3029 fax

\$60.00 Filing Fee

Inspections Dept. at 51 Grove St. must review completed application before returning to this office.

APPLICATION

To the Licensing Authorities of the Town of Arlington

The Undersigned hereby makes application for a

- ☒ **COMMON VICTUALLER LICENSE (Eat In)**
☐ **FOOD VENDOR LICENSE (Take Out Only)**

Location 1367 Massachusetts Avenue, Arlington MA 02476

Name of Applicant Sumendra Shrestha

Corporate Name (if applicable) Villa House of Pizza

D/B/A _____

Date 02/12/2019

I/We hereby agree to conform in all respects to the conditions governing such License as printed in the By-Laws of the Town, and such other rules and regulations as the Selectmen may establish. With the signing of this application, the applicant acknowledges that:

- A. It is understood that the Board is not required to grant the license.
- B. no work is to commence at the premises of the proposed location which is the subject matter of this application until the license is approved by the Select Board, and, furthermore, any work done is done at the applicant's risk, and
- C. in the event of a proposed sale of a business requiring a Common Victualler License, an application for a transfer of said license will be deemed to be an application for a new license (subject to the rules and regulations herein contained), and the owner of such business shall be required to file with the Select Board a thirty day notice of his intention to sell same before such application will be acted upon by the Select Board.
- D. That the license is subject to revocation if the holder of the license does not comply with Town By-Laws or the Rules and Regulations of the Board.

Print Name Sumendra Shrestha

Signature Name Sumendra Shrestha

Phone (Home) _____ (Business) 781.646.0202

Email beantownpizzeria@gmail.com

Note: (A) If a corporation, state full names and addresses of principal officers.

(B) If a co-partnership, information must be provided on each partner; if a corporation, information must be provided on corporate officer making application.

Name Sumendra Shrestha Name Sujata Poudel
Address _____ Address _____
City _____ Zip _____ City _____ Zip _____

DESCRIPTION OF APPLICANT

DESCRIPTION OF APPLICANT

Born in the U.S., Yes _____ No _____ Born in the U.S., Yes _____ No _____
Born Where Nepal Born Where Nepal
Date of Naturalization _____ Date of Naturalization _____
Male or Female Male Male or Female Female
Date of birth _____ Date of birth _____
Photo *1 inch by 1 inch*



The Es
Sole Ow
Corporat
(Once

Number of Partners

Office for Busine

Corporate Information Required:

President _____
Secretary _____
Treasurer _____
Name Address Zip

=====

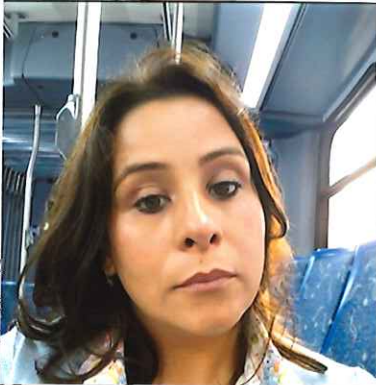
Note: (A) If a corporation, state full names and addresses of principal officers.

(B) If a co-partnership, information must be provided on each partner; if a corporation, information must be provided on corporate officer making application.

Name <u>Suma Baidya</u>	Name <u>Binod Pant</u>
Address _____	Address _____
City _____ Zip _____	City _____ Zip _____

DESCRIPTION OF APPLICANT

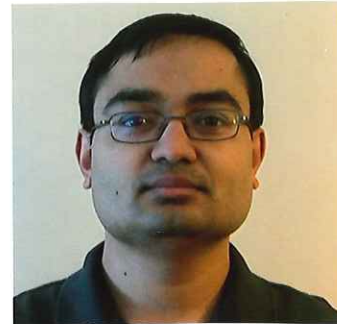
Born in the U.S., Yes _____ No _____
Born Where Nepal
Date of Naturalization _____
Male or Female Female
Date of birth _____
Photo *1 inch by 1 inch*



The Estate
Sole Owner
Corporation
(Once a

DESCRIPTION OF APPLICANT

Born in the U.S., Yes _____ No _____
Born Where Nepal
Date of Naturalization _____
Male or Female Male
Date of birth _____



Number of Partners _____

(Once a _____ s Office for Business Certificate)

Corporate Information Required:

President _____
Secretary _____
Treasurer _____

Name	Address	Zip
------	---------	-----

=====

INFORMATION RELATIVE TO APPLICATION

Breakfast

Yes ___ No X

Lunch

Yes X No ___

Dinner

Yes X No ___

Do you own the property? Yes ___ No X Tenant at Will ___ Lease 3 yrs/3yrs/3yrs(years)

Hours of Operation:

Day Sunday/Tuesday/Wednesday/Thursday/Friday/Saturday Hours 11AM - 9PM

Day _____ Hours _____

Day _____ Hours _____

Floor Space 1200 Sq. Ft.

Seating Capacity (if any) 18

Parking Capacity (if any) NA spaces

Number of Employees 3

List Cooking Facilities (and implements)

Will a food scale be in use for sale of items to the public?

Yes ___ No X

Will catering services be provided by you?

Yes X No ___

The following items must be submitted with the application:

- | | |
|------------------------------------------------------|------------------------------|
| 1. Layout Plan of Facility & Fixtures | Date Received <u>2/14/19</u> |
| 2. Site Plan (obtained at Bldg. Dept., 51 Grove St.) | Date Received <u>2/14/19</u> |
| 3. Outside Facade and Sign Plan (dimensions, color) | Date Received <u>2/14/19</u> |
| 4. Menu | Date Received <u>2/14/19</u> |
| 5. Maintenance Program | Date Received <u>2/14/19</u> |

If the facilities are not yet completed, provide estimated cost of work to be done \$ _____

FOR OFFICE USE ONLY

Scheduled Hearing when Application will be presented to Select Board for approval:

Date _____ Time _____

Board Action: Approved Yes ___ No ___

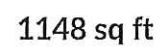
APPLICANT'S RESUME

Food Business Experience of Applicant

From	to
Employee <u>Sumendra Shrestha</u>	D/B/A
Sole Owner	Location <u>1367 Massachusetts Avenue, MA 02476</u>
Partnership <u>X</u>	Type Food <u>Pizza/Sub/Calzones</u>
Corporation	Number of Employees <u>3</u>

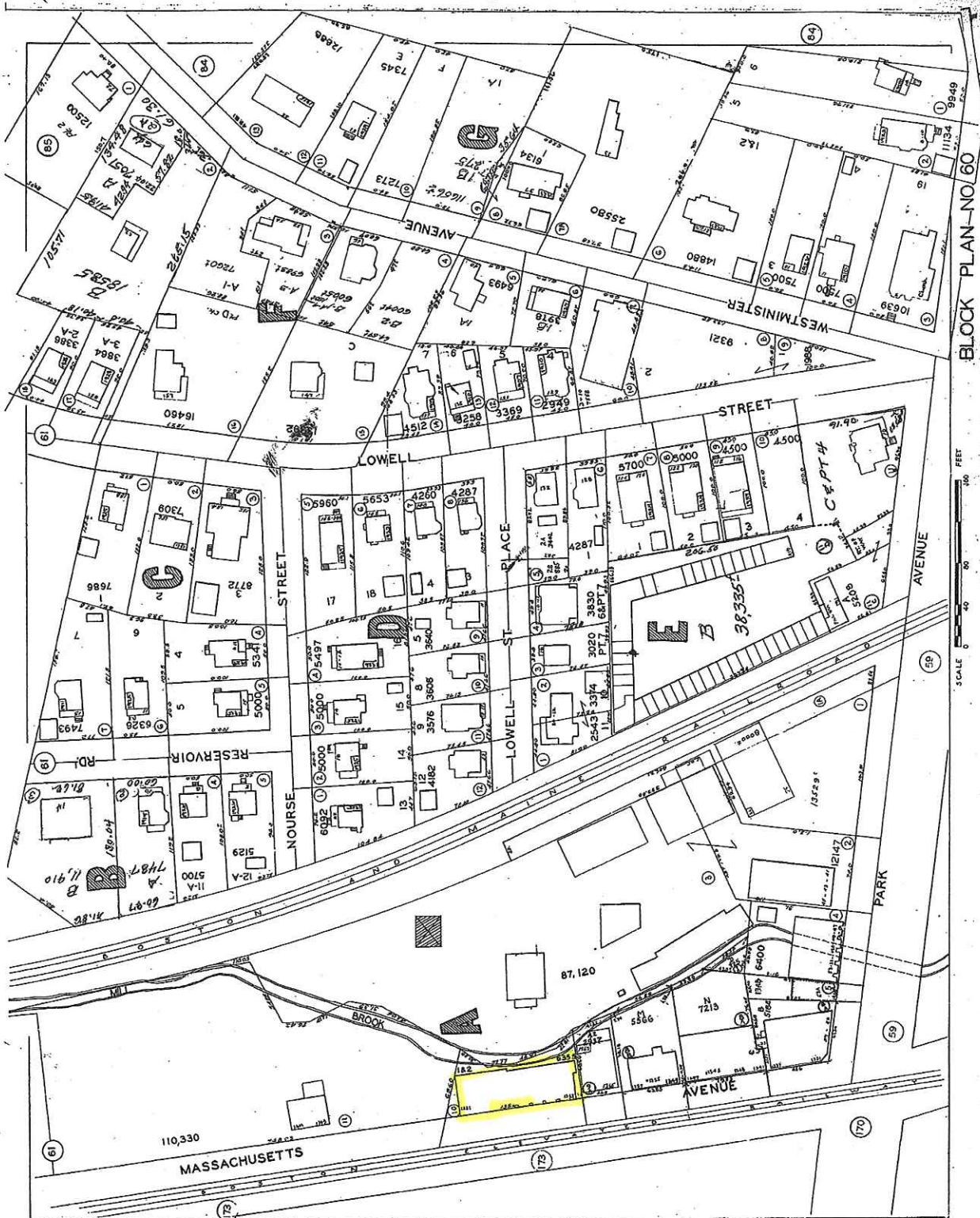
From	to
Employee	D/B/A
Sole Owner	Location
Partnership	Type Food
Corporation	Number of Employees

List any other information that you feel will assist in the review of this application.



**PROPERTY
PRECISION** bd

P-1



BLOCK PLAN NO. 60

SCALE 0 40 80 160 FEET

VILLA HOUSE OF PIZZA

PIZZA

781-546-0202
PASTA-SUBS

PIZZA

Villa house OF PIZZA

**FAMILY OWNED &
OPERATED SINCE
1974**

" QUALITY IS OUR FIRST PRIORITY"

TO ORDER CALL

 **(781) 646-0202**

MINIMUM ORDER PRICE- \$15

CONTACT INFO:

**1367 Massachusetts
Avenue, Arlington,
MA 02476**

CATERING AVAILABLE

SUN-THURS | 11 AM-9 PM

FRI-SAT | 11 AM-10 PM



OUR DOUGH IS MADE FRESH DAILY ON THE PREMISES

	SMALL 10"	LARGE 16"
Regular Cheese	\$7.50	\$11.25
Gluten Free Regular Cheese	\$9.00	
Extra Sauce	\$0.75	\$1.25
Extra Cheese	\$1.55	\$2.55
Premium Toppings (each)	\$2.05	\$2.55
Additional Toppings (each)	\$1.30	\$1.55

SELECT YOUR TOPPINGS

Veggies: fresh garlic, sliced tomatoes, green peppers, roasted green peppers, onion, sliced black olives, broccoli, fresh mushroom, banana peppers; meat: pepperoni, salami, ham, sliced italian sausage, hamburger, bacon

Premium Toppings: grilled chicken, breaded chicken, grilled shaved steak, feta, pineapple, eggplant, anchovies, fresh spinach

GOURMET PIZZAS

	SMALL 10"	LARGE 16"
Margherita	\$12.80	\$17.90
Red sauce, Fresh Mozzarella, Fresh Basil & Fresh Tomatoes		
Ranchero	\$12.50	\$19.20
no red sauce, ranch dressing, grilled chicken, bacon, onion, tomatoes		
BBQ Chicken	\$11.50	\$16.95
no red sauce, grilled chicken, bbq sauce & our cheese blend		
Tomato Pesto	\$11.70	\$15.95
no red sauce, basil pesto, fresh tomatoes, fresh mozzarella & our cheese blend		
Buffalo Chicken	\$11.50	\$15.95
red sauce, breaded chicken tenders mixed with our buffalo mild sauce, & our cheese blend		
Vegetarian	\$12.25	\$19.00
fresh garlic, tomatoes, broccoli, sliced black olives, mushrooms, onions, green peppers		
Villa Special	\$14.00	\$19.25
salami, ham, pepperoni, sausage, hamburger, mushroom, onion, green peppe		
Steak Bom b	\$13.05	\$19.00
grilled shaved steak, onions, roasted green peppers, mushrooms		
Meatlovers	\$12.25	\$17.25
salami, ham, pepperoni, sausage, hamburger		
White	\$11.25	\$15.55
no red sauce, fresh spinach, feta		
White Chicken	\$11.70	\$15.85
no red sauce, grilled chicken, feta, onion, green peppers		
Chicken Broccoli Alfredo	\$11.70	\$15.85
grilled chicken broccoli w/alfredo sauce		
Greek	\$12.80	\$17.90
Red Sauce, Fresh Spinach, Feta, Fresh Tomatoes & Our Cheese Blend		

CREATE YOUR OWN CALZONE

All calzones are made with our specialty cheese blend

	SMALL	LARGE
Calzones	\$7.50	\$11.25
Additional Premium Toppings (each)	\$2.05	\$2.55
Additional Toppings (each)	\$1.30	\$1.55
Extra Sauce	\$0.75	\$1.25
Extra Cheese	\$1.55	\$2.55

GOURMET CALZONES

	SMALL	LARGE
Italian Cold Cut	\$9.10	\$14.45
no red sauce, cooked salami, genoa salami, ham		
Eggplant Parmesan	\$9.10	\$14.45
marinara sauce, thinly sliced breaded eggplant		
Meatball Parmesan	\$9.10	\$14.45
Chicken Parmesan	\$9.95	\$16.65
marinara sauce, sliced breaded chicken		
Steak & Cheese	\$11.25	\$17.05
no red sauce, grilled shaved steak, topped with american cheese		
Steak Bomb	\$12.55	\$18.70
BBQ Chicken	\$9.95	\$16.65
bbq sauce, sliced breaded chicken tenders		
Buffalo Chicken	\$9.95	\$16.65
signature buffalo sauce, slice breaded chicken tenders, drizzled with blue cheese		
Spinach & Feta	\$9.55	\$16.00
no red sauce, fresh spinach & feta cheese		
Vegetarian	\$11.25	\$17.05
no red sauce, grilled sliced black olives, onion, mushroom & green peppers		

HOT or COLD SUBS

All subs Available in small & large, all subs are toasted & served with lettuce, tomato, pickle, onion, banana peppers, green peppers unless otherwise specified

Extra Cheese 0.75

Extra Feta 0.75

Extra Bacon 1.00

	SMALL	LARGE
Italian	\$6.35	\$7.75
cooked salami, genoa salami, bologna, ham, provolone cheese		
American	\$6.35	\$7.75
bologna, ham, american cheese		
Villa Delight	\$6.95	\$8.50
roast beef, turkey, bacon, provolone cheese		
Villa Special	\$6.95	\$8.50
ham, turkey, american cheese		
Ham & Cheese	\$6.35	\$7.65
Veggie	\$6.00	\$7.40
lettuce, tomato, pickle, banana peppers, onion, green pepper, mushroom, provolone cheese		
Roast Beef & Cheese	\$6.95	\$8.50
Turkey Cheese	\$6.95	\$8.50
Genoa Salami	\$5.90	\$7.00
Tuna Salad & Provolone Cheese	\$6.95	\$8.50
Sausage Parmesan	\$6.45	\$7.45
Meatball Parmesan	\$6.45	\$7.45
Chicken Parmesan	\$6.45	\$7.45
Eggplant Parmesan	\$6.95	\$8.50
BLT	\$6.95	\$8.50
Grilled Chicken	\$6.95	\$8.50
Chicken Kabab	\$6.95	\$8.50
Chicken Cutlet	\$6.95	\$8.50
Lettuce, tomato, mayonnaise		
Gyro	\$7.35	
Small. Beef wrapped in pita with lettuce, tomato, onion and tzatiki sauce		
Buffalo Chicken	\$6.95	\$8.50
Breaded chicken tenders, mild sauce, lettuce, tomato, blue cheese		
Chicken Gyro	\$8.00	
Small. Grilled chicken wrapping in a pit with lettuce, tomato, onion and tzatiki sauce		
Cheeseburger Sub	\$6.95	\$8.50
Lettuce, tomato, pickle, onion, American cheese		
Pastrami	\$6.95	\$8.50
With provolone cheese and mustard		

WRAPS

All wraps available in a white or wheat wrap

Caesar Wrap	\$7.20
Greek	\$7.20

Buffalo Chicken Wrap	\$8.50
California Wrap	\$9.05
grilled chicken, fresh avacado, bacon, lettuce, tomato, & drizzled ranch dressing	
Chicken Kabab Wrap	\$8.50
grilled chicken, lettuce, tomato, onion, feta, greek dressing	
BBQ Chicken	\$8.50
Chicken Caesar Wrap	\$8.50
grilled chicken, romaine lettuce, parmesan cheese, creamy caesar dressing	
Veggi	\$7.20

STEAK-SUBS

	SMALL	LARGE
Steak Tip	\$9.95	
BBQ sauce, provolone cheese		
Steak and Cheese	\$7.00	\$8.25
Onion Steak and Cheese	\$7.50	\$8.75
Pepper Steak and Cheese	\$7.50	\$8.75
Mushroom Steak and Cheese	\$7.50	\$8.75
Steak Bomb	\$7.75	\$9.00
Onions, mushroom, pepper and cheese		

SALADS

Served with homemade pita bread (baked daily). Dressings: Greek, vinaigrette, ranch, blue cheese, honey mustard and creamy caesar.

Garden Salad	\$6.30
Caesar Salad	\$6.30
Greek Salad	\$7.05
Antipasto Salad	\$8.15
Tuna Salad	\$8.15
Chef Salad	\$8.15
Grilled Chicken Salad	\$8.40
Chicken Caesar Salad	\$8.40
Buffalo Chicken Salad	\$8.40
Steak Tips Salad	\$10.50
Greek Chicken Kabab Salad	\$9.40

SIGNATURE SANDWICHES

All club sandwiches are served on triple stacked toast with bacon, lettuce, tomato, mayo. All club sandwiches served with French fries.
Extra cheese \$0.50, extra bacon \$0.75

Cheeseburger	\$5.00
Served on a seedless bulky roll with American cheese	
Cheeseburger Deluxe with Fries	\$8.25
Served on a seedless bulky roll with American cheese, lettuce, tomato, bacon	
Rodeo Burger with Fries	\$8.75
Served on a seedless bulky roll, American cheese topped with onion rings, drizzled with BBQ sauce	
Mushroom Onion and Swiss Burger with Fries	\$8.75
Served on a seedless bulky roll with melted Swiss cheese, caramelized onion and mushroom	
Blt Club Sandwich	\$9.25
Double layer of bacon	
Roast Beef Club Sandwich	\$9.25
Turkey Club Sandwich	\$9.25
Cheeseburger Club Sandwich	\$9.25

DINNER PLATES

All dinners served with side tossed salad and your choice of French fries or breaded onion rings.

Steak Tips	\$13.25
Grilled Chicken	\$12.00
Chicken Wing	\$11.75
Chicken Finger	\$11.25
Plain or buffalo or BBQ Style	

SIDE ORDERS

	SMALL	LARGE
French Fries	\$3.40	\$4.40
Onion Rings	\$3.50	\$4.65
Breaded Chicken Fingers	\$8.10	\$9.95
Cheesy Bread	\$6.00	
Zucchini Sticks	\$7.65	\$9.95
Villas Fresh Chicken Crispers	\$8.10	\$9.95
Garlic Bread	\$2.75	
Mozzarella Sticks	\$7.10	\$9.65
Fresh Buffalo Chicken Wings	7 Pcs (\$7.75)	13 Pcs (\$13.15)
Fresh Boneless Tenders Buffalo Style	5 Pcs (\$7.75)	9 Pcs (\$13.15)
Breaded Chicken Wings	6 Pcs (\$7.75)	10 Pcs (\$13.15)
		16 Pcs (\$16.15)

PANINIS

Panini's served on a French baguette with potato chips and dill pickle

Fresh Mozzarella, Tomato and Basil	\$8.15
Cuban	\$8.50
Ham, turkey, Swiss cheese, pickles, mayo, dijon mustard	
Grecian	\$8.50
Grilled chicken, fresh spinach, tomato, feta	
Tuna Melt	\$8.15
Tuna salad, provolone cheese	
Pesto Chicken	\$8.50
Grilled chicken, basil pesto spread, fresh mozzarella, mixed greens, tomato.	

COMBO MEALS

Combo Meal #1	\$5.51
2 slices of cheese pizza and \$1.78 pepsi product	
Combo Meal #2	\$5.51
Chicken kabob wrap, chips and \$1.78 pepsi product	
Combo Meal #3	\$11.11
Grilled chicken salad, chips and \$1.78 pepsi product (grab'n go)	
Combo Meal #4	\$21.50
Large cheese pizza, your choice of small boneless buffalo tenders or buffalo wings and 2 liter pepsi product	

PASTA DINNERS

All pasta dinners are served with side salad and a bread roll.
Extra sauce \$0.50, extra cheese \$1

Meat Lasagna	\$11.15
Chicken Parmesan with Spaghetti or Ziti	\$11.15
Eggplant Parmesan with Spaghetti or Ziti	\$11.15
Spaghetti or Ziti with Sausage, Chicken Cutlet or Meatball	\$9.55
Cheese Ravioli with Marinara Sauce	\$8.15

RICE & CURRY

All rice bowls are served with basmati rice

Teriyaki chicken	\$7.95
Butter chicken curry	\$9.95
Vegetarian	\$7.20
Tuscan veggies and broccoli	
Chicken vindaloo curry	\$10.95
Hottest	
Chicken or Pork MOMO	\$8.50
Veg. or Chicken Stir-fried Chowmin	\$8.00

BEVERAGES

20oz Soda	\$1.75
Pepsi, Diet Pepsi, Ginger Ale, Mt Dew, Diet Mt Dew, Fanta, Grape Fanta, Lemonade, Ice Tea	
2 Liter Soda	\$2.35
Diet Pepsi, Pepsi, Mt Dew, Diet Mt Dew, Ginger Ale, Diet Dinger Ale	
Juice	\$1.75
Apple, cranberry, orange	
Bottled Water	\$1.65

MAINTENANCE PLAN

1. All floors will be swept during the day as needed and mopped at closing
2. The dining room tables will be cleaned after each use and sanitized at closing
3. Counter tops will be cleaned as needed after each use and sanitized at closing
4. The worktops will be cleaned after each use and sanitized
5. The slicing machine will be washed after each use and sanitized
6. The grill will be cleaned as needed
7. Kitchen sink and stove top will be cleaned at closing or during day if needed
8. Bathroom will be cleaned at closing
9. Utensils will be washed and sanitized during day as needed and at closing
10. Entrance and sidewalk will be cleaned as needed
11. Scrubbing the grease containment systems, traps, hoods and fryers
12. Tightening and replacing the screws in exhaust fans
13. Cleaning the evaporator coils, condenser coils and blades in refrigeration systems
14. Checking up on the refrigeration drain pan, drain line and trap



Town of Arlington, Massachusetts

For Discussion and Approval: Authorization to Execute Consolidated Revised Community Host Agreement with "Apothca, Inc." Previously Known as the Massachusetts Patient Foundation, and Provide Letter of Non-Opposition

Summary:

Adam Chapdelaine, Town Manager

Douglas Heim, Town Counsel

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Host_Community_Agreement_Reference.pdf	Host Community Agreement Arlington, MA and APOTHCA, INC.
▢	Reference Material	Fully_Executed_Arlingotn-MPF_Host_Agreement_4-14-16.pdf	Host Community Agreement Arlington, MA and Mass Patient Foundation, INC.

HOST COMMUNITY
AGREEMENT ARLINGTON, MA
AND APOTHCA, INC.

THIS HOST COMMUNITY AGREEMENT ("Agreement") is entered into pursuant to M.G.L. ch.44, §53A this ____ day of December, 2018 by and between APOTHCA, INC, (f/k/a Massachusetts Patient Foundation, Inc.), a Massachusetts not-for-profit corporation with a principal office address of 99 Development Road, Fitchburg, MA 01420 ("OPERATOR") and the TOWN OF ARLINGTON, a Massachusetts municipal corporation with a principal address of 730 Mass Ave., Arlington, MA 02476 ("TOWN").

WHEREAS, OPERATOR presently operates a Registered Marijuana Dispensary dispensing facility ("RMD") in the TOWN at 11 Water Street, Unit 3B (the "Existing Location"), in accordance with regulations issued by the Commonwealth of Massachusetts Department of Public Health ("DPH");

WHEREAS, OPERATOR seeks to operate a Marijuana Retailer Establishment ("MRE"), as defined in M.G.L. c 94G, Section 1, for retail sales of marijuana and marijuana products in the TOWN at 1386 Massachusetts Avenue (the "New Location");

WHEREAS, OPERATOR intends to provide certain benefits to the TOWN by way of gift or grant in the event that it receives a Final License to operate a MRE in the TOWN by the Cannabis Control Commission ("CCC");

WHEREAS, if OPERATOR obtains and MRE as detailed above, it intends to seek approval from the appropriate regulatory authority to move its RMD from the Existing Location to the New Location and operate both its RMD and MRE from the New Location;

NOW, THEREFORE, in consideration of the above, OPERATOR offers and the TOWN accepts the following Agreement terms in accordance with M.G.L. ch.44 §53A:

1. OPERATOR shall pay to the TOWN 3% of the gross revenue received by OPERATOR from retail sales at the MRE accruing from the date of commencement of sales by OPERATOR in the TOWN ("Sales Commencement Date"). The initial payment to the TOWN shall be made on the first day of the seventh month after the Sales Commencement Date ("Initial Payment Date"), and shall reflect gross revenue for the first quarter of sales. Thereafter payments shall be made every six months, and shall reflect the

subsequent six month's sales, with the final three months payment remaining unpaid until three months after the termination of this Agreement. OPERATOR shall notify the TOWN when OPERATOR commences retail sales within the TOWN.

OPERATOR's records maintained pursuant to 935 CMR 500.105(8) will be available to the TOWN upon request to verify OPERATOR's payment amounts. The TOWN may notify OPERATOR to delay the initial payment, in which case the initial payment shall be made as specified by the TOWN; however, the timing of subsequent payments shall be made as if the initial payment had been on the Initial Payment Date.

2. OPERATOR shall work with the Arlington Police Department in determining the placement of exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the MRE is located. OPERATOR will maintain a cooperative relationship with the Arlington Police Department, including but not limited to periodic meetings to review operational concerns, cooperation in investigations, and communication to Arlington Police Department of any suspicious activities on the site.
3. Except for senior management positions, OPERATOR commits to hiring local, qualified employees to the extent consistent with law. In addition to the direct hiring, OPERATOR will work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Arlington area where possible.
4. The OPERATOR shall submit at least annual financial records to the Town on or before January 15 of each calendar year, with a certification of the Gross Sales for the respective year. The OPERATOR shall also submit to the Town copies of any additional financial records that the OPERATOR is required to submit to DPH.
5. The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.

6. The purpose of this Agreement is to assist the TOWN in addressing any public health, safety and other effects or impacts the MRE may have on the TOWN. The TOWN shall use the above-referenced payments in its sole discretion consistent with the purpose of the Agreement.
7. This Agreement shall terminate at the time that either of the following occur:
 - a. the TOWN notifies OPERATOR of the TOWN's termination of this Agreement for "cause", which shall be defined as a failure of the OPERATOR to adhere to the terms of this Agreement or Massachusetts and local laws, ordinances and regulations which is not cured within ten (10) days after written notice thereof; or
 - b. OPERATOR ceases to operate a MRE in the TOWN
8. The obligations of OPERATOR and the TOWN recited herein are specifically contingent upon the issuance by CCC to OPERATOR of a Final License for the operation of a MRE in the TOWN, and OPERATOR obtaining all required approvals from the TOWN for the OPERATOR to serve customers from the New Location in Town.
9. OPERATOR agrees that upon the commencement of sales at the MRE from the New Location, OPERATOR will apply to change the location of its RMD from the Existing Location to the New Location. Within five (5) business days following such application, OPERATOR will cease operating its RMD at the existing Location and will not commence operation of its RMD at the New Location until it receives approval from the appropriate Massachusetts regulatory agency. Apart from this provision regarding the change of location of the RMD, all other terms of the previously executed Community Host Agreement between OPERATOR and TOWN regarding the RMD will remain in full force and effect.
10. OPERATOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN and shall not assign any of the moneys payable under this Agreement, except with the written consent of the TOWN, provided, however, that a pledge or assignment of assets, profits or receivables required in connection with financing the business by OPERATOR shall not be

considered an assignment for the purposes of this paragraph.

11. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor OPERATOR shall assign or transfer any interest in the Agreement without the written consent of the other.
12. OPERATOR shall comply with all laws, rules, regulations and orders applicable to the operation of an MRE, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of an MRE.
13. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or if sent by private overnight or other delivery service, when deposited with such delivery service.
14. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
15. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and OPERATOR submits to the jurisdiction of the Trial Court for Middlesex County for the adjudication of disputes arising out of this Agreement.
16. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by

the parties hereto.

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TOWN OF ARLINGTON

APOTHCA, INC.

By: _____

By: _____

Its:

Its:

Dated:

Dated:

HOST COMMUNITY AGREEMENT
ARLINGTON, MA
MASSACHUSETTS PATIENT FOUNDATION, INC.

THIS HOST COMMUNITY AGREEMENT ("Agreement") is entered into pursuant to M.G.L. ch.44, §53A this 17th day of April 2016 by and between MASSACHUSETTS PATIENT FOUNDATION, INC. a Massachusetts not-for-profit corporation with a principal office address of 36 Glen Ave., Newton, MA 02059 ("OPERATOR") and the TOWN OF ARLINGTON, a Massachusetts municipal corporation with a principal address of 730 Mass Ave., Arlington, MA 02476 ("TOWN").

WHEREAS OPERATOR wishes to locate a Registered Marijuana Dispensary dispensing facility ("RMD") in the TOWN, in accordance with regulations issued by the Commonwealth of Massachusetts Department of Public Health ("DPH");

WHEREAS OPERATOR intends to provide certain benefits to the TOWN by way of gift or grant in the event that it receives a Final Certificate of Registration to operate a RMD in the TOWN by the DPH;

WHEREAS OPERATOR has applied for a certificate of registration from the DPH to operate the RMD in the TOWN at 5-11 Water St., Arlington, MA 02476 (the "Facility"); and

WHEREAS OPERATOR is seeking a letter of support/non-opposition from the TOWN for the siting and operation of an RMD in the TOWN.

NOW, THEREFORE, in consideration of the above, OPERATOR offers and the TOWN accepts the following Agreement terms in accordance with M.G.L. ch.44 §53A:

1. OPERATOR shall pay to the TOWN 3% of the gross revenue received by OPERATOR from retail sales at the Facility accruing from the date of commencement of sales by OPERATOR in the TOWN ("Sales Commencement Date"). The initial payment to the TOWN shall be made on the first day of the seventh month after the Sales Commencement Date ("Initial Payment Date"), and shall reflect gross revenue for the first quarter of sales. Thereafter payments shall be made every six months, and shall reflect the subsequent six month's sales,

with the final three months payment remaining unpaid until three months after the termination of this Agreement. OPERATOR shall notify the TOWN when OPERATOR commences dispensing within the TOWN. OPERATOR's records maintained pursuant to 105 CMR 725.105(I)(5) will be available to the TOWN upon request to verify OPERATOR's payment amounts. The TOWN may notify OPERATOR to delay the initial payment, in which case the initial payment shall be made as specified by the TOWN; however, the timing of subsequent payments shall be made as if the initial payment had been on the Initial Payment Date.

2. OPERATOR shall make a one-time payment to TOWN of \$100,000.00 within one week of the Sales Commencement Date, and the TOWN shall credit OPERATOR \$100,000.00 against OPERATOR's biannual payments.
3. OPERATOR shall work with the Arlington Police Department in determining the placement of exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the RMD is located. OPERATOR will maintain a cooperative relationship with the Arlington Police Department, including but not limited to periodic meetings to review operational concerns, cooperation in investigations, and communication to Arlington Police Department of any suspicious activities on the site.
4. Except for senior management positions, OPERATOR commits to hiring local, qualified employees to the extent consistent with law. In addition to the direct hiring, OPERATOR will work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Arlington area where possible.
5. The OPERATOR shall submit at least annual financial records to the Town on or before January 15 of each calendar year, with a certification of the Gross Sales for the respective year. The OPERATOR shall also submit to the Town copies of any additional financial records that the OPERATOR is required to submit to DPH.

6. The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the DPH. All records shall be kept for a period of at least seven (7) years.
7. OPERATOR shall cooperate fully with the TOWN to prevent "Hardship Cultivation Registrations" as defined by 105 CMR 725.104 & 105 CMR 725.035, including but not limited to OPERATOR's commitment to delivering to residents of the TOWN unless such deliveries are prevented by circumstances outside of the OPERATOR's control.
8. The purpose of this Agreement is to assist the TOWN in addressing any public health, safety and other effects or impacts the RMD may have on the TOWN. The TOWN shall use the above-referenced payments in its sole discretion consistent with the purpose of the Agreement.
9. This Agreement shall terminate at the time that either of the following occur:
 - a. the TOWN notifies OPERATOR of the TOWN's termination of this Agreement;
 - b. OPERATOR ceases to operate a RMD in the TOWN
10. The obligations of OPERATOR and the TOWN recited herein are specifically contingent upon the issuance by DPH to OPERATOR of a Final Certificate of Registration for the operation of a RMD facility in the TOWN, and OPERATOR obtaining all required approvals from the TOWN for the OPERATOR to serve patients and caregivers from the Facility in Town.
11. OPERATOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN and shall not assign any of the moneys payable under this Agreement, except with the written consent of the TOWN, provided, however, that a pledge or assignment of assets, profits or receivables required in connection

with financing the business by OPERATOR shall not be considered an assignment for the purposes of this paragraph.

12. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor OPERATOR shall assign or transfer any interest in the Agreement without the written consent of the other.
13. OPERATOR shall comply with all laws, rules, regulations and orders applicable to the operation of an RMD, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of an RMD.
14. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or if sent by private overnight or other delivery service, when deposited with such delivery service.
15. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and OPERATOR submits to the jurisdiction of the Trial Court for Middlesex County for the adjudication of disputes arising out of this Agreement.

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17. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

TOWN OF ARLINGTON:

MASSACHUSETTS PATIENT

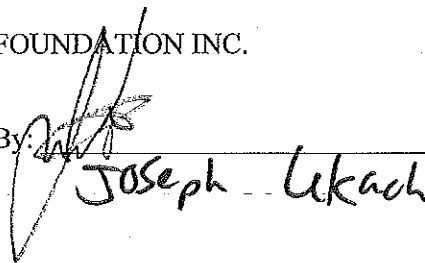
FOUNDATION INC.

By: _____



Adam W. Chapdelaine

By: _____



Title: _____

CEO

Title: _____

Town Manager



Town of Arlington, Massachusetts

Articles for Review:

Summary:

Article 27 Bylaw Amendment/Time Limit for Town Meeting Speakers
Article 30 Bylaw Amendment/Waterline Replacement
Article 35 Bylaw Amendment/Short-Term Rental Regulations
Article 41 Vote/Arlington Redevelopment Board Membership and Terms
Article 53 Endorsement of Parking Benefit District Expenditures
Article 78 Resolution/Indigenous Peoples' Day

ATTACHMENTS:

Type	File Name	Description
Reference Material	Warrant_Article_Text.pdf	Warrant Article Text
Reference Material	Memo_to_Select_Board_Re_Warrant_Articles_27__39__35__41__53_and_78.pdf	Town Counsel Comments W.A. # 27, 30, 35, 41, 53, 78
Reference Material	W.A._#35_Town_Counsel_Reference.pdf	W.A. #35 Town Counsel Reference
Reference Material	W.A.__#41_Town_Counsel_Reference.pdf	W.A. #41 Town Counsel Reference
Reference Material	W.A._#53_Town_Counsel_Reference.pdf	W.A. #53 Town Counsel Reference
Reference Material	10_Registered_Voter_Letter.pdf	Letter to 10 Registered Voter Articles #27, #41
Reference Material	TMPC_W.A.__#27_Reference.pdf	W.A. #27 TMPC Comments
Reference Material	W.A._#30_M._Rademacher_Memo_to_Board.pdf	W.A. #30 M. Rademacher Memo to Board
Reference Material	Arlington_Ctr_PBD_Report_2_1_19.pdf	W.A. #53 Reference
Reference Material	W.A._#78_C._Bongiorno_Memo.pdf	W.A. # 78 C. Bongiorno Memo
Reference Material	AHRC_W.A._#78_Reference_.pdf	W.A. #78 AHRC Comments

ARTICLE 27 BYLAW AMENDMENTS/ TOWN MEETING SPEAKING TIMES

To see if the Town will vote to amend Title I, Article 1, Section 7(C) of the Town Bylaws ("Town Meetings: Regulation of Speakers, Time Limits") to reduce the time limit for speakers at Town Meeting for the first time on the floor from seven minutes to five minutes, and for the second time from five minutes to three minutes; or take any action relate thereto.

(Inserted at the request of Michael Jacoby Brown and ten registered voters)

ARTICLE 30 BYLAW AMENDMENT/WATERLINE REPLACEMENT

To see if the Town will vote to amend the Town Bylaws to require inspection, and as needed, repair or replacement of all residential and commercial water connections prior to the sale of any privately owned property within the Town of Arlington; or take any action related thereto.

(Inserted by the Select Board)

ARTICLE 35 BYLAW AMENDMENT/SHORT-TERM RENTAL REGULATIONS

To see if the Town will vote to amend the Town Bylaws to require registration, inspection, and other regulations governing the operation of short-term rentals as defined by c. 64G in Arlington; or take any action related thereto.

(Inserted by the Select Board)

**ARTICLE 41 VOTE/ARLINGTON REDEVELOPMENT BOARD
MEMBERSHIP AND TERMS**

To see if the Town will vote to change the membership of the Arlington Redevelopment Board from four members appointed by the Town Manager and one appointed by the State to four members elected by the voters of the Town and one appointed by the State, and change the terms of all members to five years; or take any action relate thereto.

(Inserted at the request of Christopher Loreti and ten registered voters)

**ARTICLE 53 ENDORSEMENT OF PARKING BENEFIT DISTRICT
EXPENDITURES**

To see if the Town will vote to endorse the Parking Benefit District operating and capital expenditures for Fiscal Year 2020 prepared by the Town Manager and the Select Board consistent with the Town Bylaws; or take any action related thereto.

(Inserted by the Select Board and at the request of the Town Manager)

ARTICLE 78 RESOLUTION/INDIGENOUS PEOPLES' DAY

To see if the Town will vote to adopt a resolution to celebrate "Indigenous Peoples' Day" on the second Monday in October, instead of Columbus Day, in order to celebrate the heritage of those people indigenous to Massachusetts; or take any action related thereto.

(Inserted by the Select Board at the request of the Arlington Human Rights Commission)



**Town of Arlington
Legal Department**

Douglas W. Heim
Town Counsel

50 Pleasant Street
Arlington, MA 02476
Phone: 781.316.3150
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To: Select Board

Cc: Adam Chapdelaine, Town Manager
John Leone, Town Moderator
Resident Petitioners

From: Douglas W. Heim, Town Counsel

A handwritten signature in dark ink, appearing to read "DWH", enclosed within a hand-drawn oval.

Date: March 8, 2019

Re: Warrant Articles 27, 30, 35, 41, 53, 78

I write to provide the Select Board a summary of the above-referenced 2019 Annual Town Meeting warrant articles to assist in the Board's consideration of these articles at its upcoming hearings on March 11, 2019. As the Board will recall, where draft motions appear, new or additional language is underscored, while removed language is provided in "strikethrough."

ARTICLE 27

BYLAW AMENDMENT/TOWN MEETING SPEAKING TIMES

To see if the Town will vote to amend Title I, Article 1, Section 7(C) of the Town Bylaws ("Town Meetings: Regulation of Speakers, Time Limits") to reduce the time limit for speakers at Town Meeting for the first time on the floor from seven minutes to five minutes, and for the second time from five minutes to three minutes; or take any action related thereto.

(Michael Jacoby Brown and 10 Registered Voters)

This resident petition article calls for a straightforward amendment to the Town Bylaws to reduce the default time limits for Town Meeting speakers by two minutes. As previously reported, I expect Mr. Jacoby Brown to present his rationale for decreasing speaking times at hearing, but now informed by the position of the Town Meeting Procedures Committee and the Moderator. Permit me to note both that Town Meeting may of course extend speakers' time by vote of same, and that the Moderator is vested with authority to ensure the good conduct of the meeting.

Were the Board inclined to endorse this article, an appropriate motion would be:

VOTED: That Title I, Article 1 (Town Meetings), Section 7(C) "Time Limits" be and hereby is amended by striking the word "seven" in the first paragraph and replacing it with "five;" and further striking the word "five" in the second paragraph and replacing it with the word "three," so as to read as follows:

C. Time Limits

No person shall speak, or otherwise hold the floor, for the first time on any subject for more than ~~seven~~ five minutes, unless, prior to beginning his or her presentation, the person requests of the Town Meeting a specific extension of time, and the request is granted by a majority vote of the Town Meeting members present and voting.

No person shall speak, or otherwise hold the floor, for a second time on any subject for more than ~~five~~ three minutes.

ARTICLE 30

BYLAW AMENDMENT/WATERLINE REPLACEMENT

To see if the Town will vote to amend the Town Bylaws to require inspection, and as needed, repair or replacement of all residential and commercial water connections prior to the sale of any privately owned property within the Town of Arlington; or take any action related thereto.

(Inserted by the Select Board)

The instant article was inserted by the Select Board at the request of the Director of Public Works to address the problem of lost water due to decayed waterlines owned by residents and commercial and industrial property owners. The Town is responsible for the maintenance of water mains and water meters. However, significant volumes of water are unaccounted for each year because waterlines between Town mains and homes and business, which are owned and maintained by property owners are cracked or otherwise broken and seeping water into the ground.

Foremost, waterlines in poor condition waste a valuable natural resource. Second, the Town must pay for its all of its water. The cost of "lost" water is shifted onto residents on the whole rather than those with faulty water lines because water meters only capture the water actually going into a home or business, not that which is lost between the main and the meter. In recognition of the cost burden of inspecting, servicing, and/or repairing or replacing these lines as necessary, the Town proposes to address this likely pervasive problem by requiring waterline servicing as a lien certification condition before selling or otherwise transferring a property. In most instances, a sale should be a time when property owners will have additional resources to accomplish such work. Further, the proposed bylaw as drafted below would afford a non-compliant property the option to place funds in escrow rather than complete repair or replacement work prior to the final transfer of property as an element of additional flexibility. If the Board were inclined towards positive action, a vote could be as follows:

VOTED: That the Town does and hereby Amends Title VI of the Town Bylaws ("Building Regulations") to add a new Article "Water Line Inspection & Replacement"

Section 1: Purpose

The purpose of this bylaw is to prevent the loss of Town water due to degraded and/or damaged privately owned waterlines which connect residential, commercial, and industrial premises to Town owned water mains. The loss of water through seepage wastes natural resources and increases the water service costs borne collectively by the Town and its residents.

Section 2: Waterline Inspection and Working Order Compliance

- A. No person shall cause or permit the transfer of any residential, commercial or industrial real property served by Town water mains without first obtaining from the Town*

Engineer a certificate of compliance that such premises are properly connected to the Town Water main and there are no conditions with allow for loss of water between the Town water main and the connection to homes or commercial or industrial buildings.

- B. Any person intending to transfer real property served by Town water mains shall request a certificate of compliance from the Town Engineer as part of the lien certificate application process, providing the Town Engineer a report from a licensed plumber or drainlayer (or other professional licensed to inspect and install water or sewer connections deemed appropriate by the Town Engineer) that demonstrates the good and working order the waterline connecting to the Town main.*

Properties not subject to the lien certificate process are also required to obtain a certificate of compliance from the Town Engineer on the substantially same terms set forth in this section, but need only obtain the certificate of compliance for their records.

- C. The Town Engineer shall issue a certificate of compliance or a determination of non-compliance within 14 days of receipt of the report required by Section 2(b) of this bylaw. The Town Engineer may conduct a Town inspection of the waterline if the Engineer determines further examination is necessary.*
- D. Non-compliant waterlines in need of replacement or major repair shall also replace any existing lead connections regardless of the condition of such connections.*

Section 3. Escrow Alternative for Non-compliant Properties

- A. Any person who wishes to transfer real property subject to this bylaw which has been determined to be non-compliant by the Town Engineer may alternatively hold in escrow an amount sufficient to cover the costs of the water line repair or replacement necessary to bring the property into compliance. To do so, a non-compliant transferor must file with the lien certificate application a statement from the real estate closing agent that 110% of the cost of repair or replacement shall be held in an escrow account until the Town issues a certificate of compliance.*
- B. The escrow amount shall be based upon a detailed estimate by a licensed plumber or drainlayer, or other professional licensed to inspect and install water or sewer connections deemed appropriate by the Town Engineer.*

Section 4 Applicability

This bylaw shall apply to transfer of real property regardless of the price paid for such transfer, except that it shall not apply to the transfer of real estate between immediately family members, including, but not limited to spouses for nominal consideration.

Section 5. Penalties

In addition to liabilities for transfer of real estate without lien certification compliance, persons found in violation of this bylaw shall be subject to a fine of \$300 for each day of non-compliance from the date of the sale or transfer of subject real property until waterlines are certified as compliant by the Town Engineer.

Section 6. Rules and Regulations

The Select Board shall promulgate rules and regulations necessary for the implementation and enforcement of this bylaw.

ARTICLE 35 BYLAW AMENDMENT/SHORT-TERM RENTAL REGULATIONS

To see if the Town will vote to amend the Town Bylaws to require registration, inspection, and other regulations governing the operation of short-term rentals as defined by c. 64G in Arlington; or take any action related thereto.

(Inserted by the Select Board)

As the Board will recall, “An Act Regulating and Insuring Short-Term Rentals” authorizes an additional local “community impact” excise fee on Airbnb-style rentals for periods of less than 31 days. However, the Act also authorizes municipal regulation of short-term rentals in order to:

- Control the location of short-term rentals and number of local licenses and permits available;
- Require registration of short-term rental operators;
- Demonstrate compliance with other local laws and regulations, including notices to cure, orders of abatement, and correction notices;
- Require health and safety inspection of short-term rental units; and
- Establish both penalties for non-compliance and fees for reasonable costs associated with administration and enforcement of local regulations.

Discerning the exact number of qualifying short-term rentals in Arlington is difficult. Informal surveys of various sites suggest the number is likely less than 100 and largely

comprised of smaller one and two bed units, many of which may be located within owner operated and occupied premises. Accordingly, at this juncture relatively modest regulations are likely in order within the scope of a Town bylaw,¹ focusing on ensuring short-term rentals provide safe accommodations to customers, comply with other relevant local laws, and maintain the peace and good order of neighborhoods.

If the Board is inclined to take action as this relatively new area of regulation emerges for communities similarly situated to Arlington, an appropriately bylaw may be as follows:

VOTED: *The Town Bylaws be and hereby are amended to add a new section 18 to Article V ("Regulation of the Use of Private Property") to provide for regulation of short-term rentals as follows:*

ARTICLE 18: SHORT TERM RENTALS

Section 1. Purpose

The purposes of this bylaw are to:

- A. provide a process through which certain residential premises and rooms within same not otherwise regulated and licensed as lodging houses or bed and breakfasts may be registered with the Town of Arlington for use as "short-term rentals";*
- B. ensure relevant health and safety standards are met at short-term rentals; and*
- C. provide for orderly operation of short-term rentals within the Town's residential neighborhoods as assess the community impacts of such rentals.*

Section 2. Definitions

"Short Term Rental" – an owner-occupied, tenant-occupied or non-owner occupied property including, but not limited to, an apartment, house, cottage, condominium or a furnished accommodation that is not a hotel, motel, lodging house or bed and breakfast establishment, where:

- (i) at least 1 room or unit is rented to an occupant or sub-occupant; and*
- (ii) all accommodations are reserved in advance;*

provided, however, that a private owner-occupied property shall be considered a single unit if leased or rented as such.

¹ Future regulation of allowable locations for and the authorized number of short-term rentals may or may not be warranted, but is likely better managed through the Zoning Bylaw.

“Operator” – a person operating a short-term rental including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such short-term rental.

Section 3. Applicability & Prohibitions

- A. No residential premises may be used as a short-term rental except those in compliance with this bylaw.*
- B. The following residential housing units are ineligible from being used as short-term rentals:*
 - 1. Residential premises designated as affordable or otherwise income-restricted, which are subject to the affordability covenants or are otherwise subject to housing or rental assistance under local, state, or federal programs or law;*
 - 2. Residential Units that are the subject of 3 or more findings of violations of this section within a six-month period, or 3 or more violations of any town bylaw or regulation or state law or code relating to excessive noise, improper disposal of trash, disorderly conduct, or other similar conduct within a six-month period.*

Section 4. Registration, Certifications and Fees

A. Registration Process.

An Operator of short-term rental shall register with the Office of the Select Board to be listed on the Short-Term Rental Registry, providing all information required by this bylaw and the Office of the Board, certifications required in this section, and the registration fee.

Registration shall be valid for a one-year term, from January 1 through December 31 of each year or for such alternative twelve-month period as determined by the Board.

B. Required Information

At a minimum, an Operator shall provide the following:

Operator name, address of each short-term rental unit or units, the number of bedrooms within each unit, Operator's relationship to the unit (i.e. owner, professional manager, tenant, etc.), whether Residential Unit being offered is within a an owner-occupied home, condo, apartment, or two or three family home, and an authorized local agent able to act on behalf of the Operator in their event of their absence.

- C. The Operator shall also certify that the short-term rental complies with the all of the following:*

1. *The State Sanitary Code;*
2. *Food Safe certification (if serving meals);*
3. *The Arlington Health Code;*
4. *Fire and carbon monoxide alarm requirements;*
5. *Fire escape route requirements;*
6. *The Building Code, including holding a valid certificate of occupancy; and*
7. *The Arlington Zoning Bylaw*

D. Fees

Units shall be annually recorded in the Short-Term Rental Registry for a fee of \$25.00 per bedroom, per unit.

Section 5. Complaints, Enforcement, and Violations

A. Complaints

A complaint alleging that a short-term rental is in violation of this bylaw or any applicable law, code, or regulation may be filed with Select Board. The complaint must contain the Residential Unit's address, unit number, date and nature of alleged violation(s), and name and contact information of complainant.

B. Review of Complaint.

Within thirty (30) days after receipt of a complaint, the Select Board shall review the Complaint and refer it to the appropriate Town Department, official, Board, or Commission for findings. The Select Board shall not make a determination of a violation under any bylaw, regulation or law vested within another body or official's jurisdiction, but may utilize such determinations as evidence of a violation of this bylaw.

Upon a finding of a potential violation, the Select Board, or its designee shall serve notice of the violation upon the Operator of the short-term rental at issue, if such unit is listed on the Short-Term Rental Registry, and upon the owner or resident agent or owner of record of the premises at issue, if such unit is not listed on the Short-Term Rental Registry.

C. Right to Hearing.

A person upon whom a notice of violation has been served under this bylaw may request a hearing from Select Board by filing a written petition requesting a hearing on the matter within fourteen (14) days of receipt of a notice of violation. The Board shall render a decision within a reasonable time after the close of hearing. Any direction to correct conditions at the short-term rental and fines assessed shall be stayed until the Board issues its decision.

D. Violations, Suspensions and Fines.

- 1. Any person who offers a residential premises or units as a short-term rentals, where such premises unit is not an eligible Residential Unit, or offers otherwise eligible premises but has not complied with the registration requirements of this bylaw, shall be fined three hundred dollars (\$300) per violation per day. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation.*
- 2. Short-Term Rentals found to be in violation of this bylaw, or which are found to have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop work orders, or other requirements, laws or regulations that prohibit operation of the premises as a short-term rental shall be suspended from the Short-Term Rental Registry and prohibited from operation until all violations have been cured or otherwise resolved.*

Section 6. Room Occupancy Excise and Community Impact Fees

Short-term rentals subject to the provisions of this bylaw are subject to the Room Occupancy Excise under G.L. c. 64G and short-term rental community impact surcharge. Operators shall comply with the provisions of said statutes and are responsible for ensuring proper payment to the Commonwealth and the Town of Arlington.

ARTICLE 41

**VOTE/ARLINGTON REDEVELOPMENT BOARD
MEMBERSHIP AND TERMS**

To see if the Town will vote to change the membership of the Arlington Redevelopment Board from four members appointed by the Town Manager and one appointed by the State to four members elected by the voters of the Town and one appointed by the State, and change the terms of all members to five years; or take any action relate thereto.

(Inserted at the request of Christopher Loreti and ten registered voters)

This article proposes that Town Meeting should authorize and request the Board to submit Home Rule Legislation to amend the Town Manager Act so as to convert four of the five Arlington Redevelopment Board members from appointed positions to elected offices.² I expect that Mr. Loreti, the article's chief proponent will present you with his rationale for the proposal.

² Under both G.L. c. 121B and the Town Manager Act, one member of a redevelopment authority is appointed by the Department of Housing and Community Development ("DHCD") regardless of how the other four positions are filled.

By way of background, the Arlington Redevelopment Board ("ARB") was created by Special Act following the vote of the 1971 Annual Town Meeting (on the recommendation of the Board of Selectmen and Finance Committee) to abolish the then Planning Board and establish the ARB. The vote and ensuing legislation designed the ARB as an entity which served both as a redevelopment authority under G.L. c. 121B and a Planning Board under G.L. c. 41 sec. 70 and 81A. The processes outlined in c. 41 and c. 121B set forth potentially contradictory appointment processes in that town planning boards may elected or appointed, but town redevelopment authorities must be elected if they are established pursuant to c. 121B. The ARB, having been created by a special act to serve as both a planning board and a redevelopment authority however is required to follow neither approach.

**ARTICLE 53 ENDORSEMENT OF PARKING BENEFIT DISTRICT
EXPENDITURES**

To see if the Town will vote to endorse the Parking Benefit District operating and capital expenditures for Fiscal Year 2020 prepared by the Town Manager and the Select Board consistent with the Town Bylaws; or take any action related thereto.

(Inserted by the Select Board and at the request of the Town Manager)

Pursuant to Title I, Article 11 of the Town Bylaws, "Parking Benefit District Expenditures," proposed Parking Benefit District Operating and Capital Expenditures are prepared by the Manager and the Parking Implementation Governance Committee before submission for endorsement by the Finance Committee and Capital Planning Committee respectively; and subsequently Town Meeting. Your review of proposed expenditures with the Manager constitutes the first step in this process.

ARTICLE 78 RESOLUTION/INDIGENOUS PEOPLES' DAY

To see if the Town will vote to adopt a resolution to celebrate "Indigenous Peoples' Day" on the second Monday in October, instead of Columbus Day, in order to celebrate the heritage of those people indigenous to Massachusetts; or take any action related thereto.

(Inserted by the Select Board at the request of the Arlington Human Rights Commission)

The Arlington Human Rights Commission will present the merits for resolving to celebrate Indigenous Persons to the United States, their cultures, history, and contributions to our community and nation on the state and federal holiday known as Columbus Day. Permit me to note that neither Town Meeting nor the Board not have the authority to cancel or change of the name of a state and federal holiday for official state and federal purposes. Nonetheless, the Town may resolve how it will use its own resources to celebrate a holiday and what kind of celebrations and programing it embraces.

I look forward to discussing these articles with you further at hearing on the 11th and will provide supplemental materials to these comments shortly.

WARRANT ARTICLE HEARING REFERENCE MATERIALS

ARTICLE 35 BYLAW AMENDMENT/SHORT-TERM RENTAL REGULATIONS

“AN ACT REGULATING AND INSURING SHORT-TERM RENTALS”

****Relevant Sections***

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the

SECTION 6. Chapter 64G of the General Laws is hereby amended by striking out sections 1 to 6, inclusive, as appearing in the 2016 Official Edition, and inserting in place thereof the following 11 sections:-

Section 1. As used in this chapter, the following words shall have the following meanings unless the context clearly requires otherwise:

“Bed and breakfast establishment”, a private owner-occupied house where not less than 4 rooms are let, a breakfast is included in the rent and all accommodations are reserved in advance.

“Bed and breakfast home”, a private owner-occupied house where not more than 3 rooms are let, a breakfast is included in the rent and all accommodations are reserved in advance.

“Commissioner”, the commissioner of revenue.

“Hosting platform”, a service through a digital platform, third-party website, software, online-enabled application, mobile phone application or some other, similar electronic process that allows: (i) an operator to advertise, list or offer the use of an accommodation subject to the excise under this chapter in exchange for rent; (ii) an operator to collect the payment of rent on an accommodation; and (iii) a person to arrange, book, reserve or rent an accommodation.

“Hotel”, a building used for the feeding and lodging of guests licensed or required to be licensed under section 6 of chapter 140.

“Intermediary”, a person or entity, other than an operator, that facilitates the sale, use or possession of an occupancy and charges a room charge to the general public; provided, however, that the term “facilitates” shall include a person or entity that brokers, coordinates or in any other way arranges for the purchase, sale, use or possession of occupancies by the general public; provided further, that the term “intermediary” shall include a hosting platform and operator’s agent.

“Lodging house”, a house licensed or required to be licensed under section 23 of chapter 140 and where lodgings are rented to not less than 4 people who shall not be within the second degree of kindred to the owner or operator of such lodging house.

“Motel”, a building or portion of a building in which a person is lodged for hire with or without meals and that is licensed or required to be licensed under section 32B of chapter 140; provided, however, that a “motel” shall not include a hotel or lodging house.

“Occupancy”, the use or possession or the right to the use or possession of a room in a bed and breakfast establishment, hotel, lodging house or motel designed and normally used for sleeping and living purposes for a period of not more than 90 consecutive calendar days, regardless of whether such use and possession is as a lessee, tenant, guest or licensee, or the use or possession or the right to the use or possession of a room in a short term rental normally used for sleeping and living purposes for a period of not more than 31 consecutive calendar days, regardless of whether such use and possession is as a lessee, tenant, guest or licensee; provided, however, that “occupancy” shall include the right to the use or possession of the furnishings or the services and accommodations, including breakfast in a bed and breakfast establishment, accompanying the use and possession of such a room.

“Occupant”, a person who uses, possesses or has a right to use or possess a room in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel for rent under a lease, concession, permit, right of access, license or agreement.

“Operator”, a person operating a bed and breakfast establishment, hotel, lodging house, short-term rental or motel in the commonwealth including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such bed and breakfast establishment, hotel, lodging house, short-term rental or motel.

“Operator’s agent”, a person who on behalf of an operator of a bed and breakfast establishment, hotel, motel, short-term rental or lodging house: (i) manages the operation or upkeep of a property offered for rent; or (ii) books reservations at a property offered for rent; provided, however, that an “operator’s agent” shall include, but not be limited to, a property manager, property management company or real estate agent.

“Person”, an individual, partnership, trust or association, with or without transferable shares, joint-stock company, corporation, society, club, organization, institution, estate, receiver, trustee, assignee or referee and any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of individuals acting as a unit.

“Professionally-managed unit”, 1 of 2 or more short-term rental units that are located in the same city or town, operated by the same operator and are not located within a single-family, two-family or three-family dwelling that includes the operator’s primary residence.

“Rent”, the total consideration paid by or on behalf of an occupant, including any service, cleaning or other charge, to an operator or an intermediary collecting and remitting the excise on behalf of an operator under section 13 for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature.

“Short-term rental”, an owner-occupied, tenant-occupied or non-owner occupied property including, but not limited to, an apartment, house, cottage, condominium or a furnished accommodation that is not a hotel, motel, lodging house or bed and breakfast establishment, where: (i) at least 1 room or unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance;

provided, however, that a private owner-occupied property shall be considered a single unit if leased or rented as such.

Section 2. This chapter shall not include: (i) lodging accommodations at a federal, state or municipal institution; (ii) lodging accommodations, including dormitories, at religious, charitable, educational and philanthropic institutions; provided, however, that the exemption allowed shall not apply to accommodations provided by any such institution at a hotel or motel generally open to the public and operated by the institution; (iii) privately-owned and operated convalescent homes or homes for the aged, infirm, indigent or chronically ill; (iv) religious or charitable homes for the aged, infirm, indigent or chronically ill; (v) summer camps for children up to 18 years of age or developmentally disabled individuals; provided, however, that a summer camp that offers its facilities off season to individuals 60 years of age or older for a period of not more than 30 days in a calendar year shall not lose its exemption under this section; (vi) bed and breakfast homes; (vii) lodging accommodations provided to seasonal employees by employers; (viii) alcohol and drug free housing that is certified pursuant to section 18A of chapter 17; (ix) tenancies at will or month-to-month leases; and (x) time-shares, as defined in section 2 of chapter 183B.

For the purposes of this section, “developmentally disabled individual” shall mean an individual who has a severe chronic disability that: (i) is attributable to a mental or physical impairment or combination of mental and physical impairments; (ii) is likely to continue indefinitely; (iii) results in substantial functional limitations in not less than 3 of the following areas of major life activity: (A) self-care; (B) receptive and expressive language; (C) learning; (D) mobility; (E) self-direction; (F) capacity for independent living; and (G) economic self-sufficiency; and (iv) reflects the individual’s need for a combination and sequence of special, interdisciplinary or generic care, treatment or other services that are of lifelong or extended duration and are individually planned and coordinated.

Section 3. An excise shall be imposed upon the transfer of occupancy of a room or unit in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel by an operator at the rate of 5 per cent of the total amount of rent for each such occupancy. An excise shall not be imposed if the total amount of rent is less than \$15 per day or its equivalent.

The operator shall pay the excise to the commissioner at the time provided for filing the return required under section 16 of chapter 62C.

No excises or fees established under this chapter shall be imposed upon the transfer of occupancy of a short-term rental if the operator transfers such short-term rental for not more than 14 days in a calendar year, provided, that the operator has first: (i) registered with the commissioner in accordance with section 67 of chapter 62C; and (ii) filed a declaration with the commissioner, signed by the operator and subject to section 5 of chapter 62C, setting forth the intention to transfer the short-term rental for not more than 14 days in a calendar year. Such a declaration, if applicable, shall be required annually in a manner determined by the commissioner. If the operator transfers the short-term rental for 15 days or more in the same calendar year, or fails to register and file a declaration as required by this section, then the operator shall be liable for the payment of required excises and fees under this chapter, including payment of required taxes and fees on the first 14 days the short-term rental was transferred in the calendar year.

Section 3A. A city or town that accepts this section may impose a local excise upon the transfer of occupancy of a room in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel located within that city or town by an operator at a rate of not more than 6 per cent of the total amount of rent for each such occupancy; provided, however, that the city of Boston may impose such local excise upon the transfer of occupancy of a room in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel located within the city by an operator at the rate of not more than 6.5 per cent of the total amount of rent of each such occupancy. No excise shall be imposed if the total amount of rent is less than \$15 per day or its equivalent or if the accommodation is exempt under section 2. An operator shall pay the local excise imposed under this section to the commissioner at the same time and in the same manner as the excise due to the commonwealth. All sums received by the commissioner under this section as excise, penalties or forfeitures, interest, costs of suit and fines shall at least quarterly be distributed, credited and paid by the state treasurer upon certification of the commissioner to each city or town that has adopted this section in proportion to the amount of such sums received from the transfer of occupancy in each such city or town. Acceptance of this section shall be: (i) by a majority vote of the city council with the approval of the mayor in the case of a city with a mayor elected to serve as the chief executive officer of the city; (ii) by a majority vote of the city council in every other city; (iii) by a majority vote of the annual town meeting or a special meeting called for that purpose in the case of a municipality with a town meeting form of government; or (iv) by a majority vote of the town council in the case of a municipality with a town council form of government. This section shall take effect on the first day of the calendar quarter following 30 days after its acceptance or on the first day of a later calendar quarter as the city or town may designate. The city or town, in accepting this section, shall not revoke or otherwise amend the applicable local tax rate more often than once in a 12-month period.

The commissioner shall make available to a city or town requesting such information the total amount of room occupancy tax collected in the preceding fiscal year in the city or town requesting the information.

Section 3B. Notwithstanding sections 9 and 10 of chapter 152 of the acts of 1997, the convention center financing fee imposed upon the transfer of occupancy of a short-term rental in the cities of Boston, Cambridge, Springfield, Worcester, West Springfield and Chicopee shall revert half to the General Fund and half to the city in which the short-term rental was transferred.

Section 3C. In addition to the excise imposed under section 3 and any excise imposed under section 3A, an excise shall be imposed on the transfer of occupancy of a room in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel located within a municipality that is a member of the Cape Cod and Islands Water Protection Fund established under section 19 of chapter 29C at a rate of 2.75 per cent of the total amount of rent for each such occupancy; provided, however, that all revenues received from the excise under this section shall be credited to the Cape Cod and Islands Water Protection Fund. An excise shall not be imposed if the total amount of rent is less than \$15 per day or its equivalent. An operator shall pay the excise due to the Cape Cod and Islands Water Protection Fund to the commissioner at the same time and in the same manner as the excise due to the commonwealth.

Section 3D. (a) A city or town that accepts section 3A may, by a separate vote and in the same manner of acceptance as set forth in section 3A, impose upon an operator a community impact fee of not more than 3 per cent of the total amount of rent for each transfer of occupancy of a professionally managed unit that is located within that city or town.

(b) A city or town that votes to impose a community impact fee under subsection (a) may, by a separate additional vote and in the same manner of acceptance as set forth in section 3A, also impose the community impact fee upon each transfer of occupancy of a short-term rental unit that is located within a two-family or three-family dwelling that includes the operator's primary residence.

(c) All community impact fees under this section shall be paid monthly by the operator to the municipality. A city or town shall dedicate not less than 35 per cent of the community impact fees collected under this section to affordable housing or local infrastructure projects.

Section 4. Except as provided in section 13, reimbursement for the excise imposed under this chapter shall be paid by the occupant of any such room to the operator and each operator shall add to the rent and collect from the occupant the full amount of the excise imposed by this chapter or an amount equal as nearly as possible or practical to the average equivalent thereof and such excise shall be a debt from the occupant to the operator when so added to the rent and shall be recoverable at law in the same manner as other debts.

Section 5. The amount of the excise collected by the operator from the occupant pursuant to this chapter shall be stated and charged separately from the rent and shown separately on any record of the excise at the time the transfer of occupancy is made or on any evidence of such transfer issued or used by the operator.

Section 6. A person shall not operate a bed and breakfast establishment, hotel, lodging house, short-term rental or motel unless a certificate of registration has been issued to the person in accordance with section 67 of chapter 62C.

Section 6A. No person subject to this chapter shall engage in an unlawful practice under section 4 of chapter 151B.

SECTION 7. Said chapter 64G is hereby further amended by striking out sections 7A and 7B, as so appearing, and inserting in place thereof the following 2 sections:-

Section 7A. An operator who has paid to the commissioner an excise pursuant to section 3 upon an account later determined to be worthless shall be entitled to an abatement of the excise paid on the worthless account. A claim for abatement shall be filed not later than April 15 annually and shall cover the amount of the excise on accounts determined to be worthless in the prior calendar year.

An operator who recovers an excise on an account determined to be worthless and for which an application for abatement has been filed shall report and include the same in a monthly return at the time of recovery.

Section 7B. An operator who fails to pay to the commissioner money required to be paid by this chapter shall be personally and individually liable therefor to the commonwealth. As used in this section, the term "operator" shall include an officer or employee of a corporation or a member or employee of a partnership or a limited liability company who, as such officer, employee or member, is under a duty to pay the excises imposed by this chapter.

An operator who misrepresents to an intermediary that the transfer of occupancy of the operator's property is exempt from the excise imposed by sections 3, 3A and 3C and the community impact fee imposed by section 3D shall be liable for any unpaid excise under said sections 3, 3A and 3C and the

community impact fee imposed by said section 3D and shall be deemed to have committed an unfair trade practice under chapter 93A in making such a misrepresentation to the intermediary.

SECTION 8. Said chapter 64G is hereby further amended by striking out section 12, as so appearing, and inserting in place thereof the following 7 sections:-

Section 12. No excise shall be imposed under this chapter upon the transfer of occupancy of a room in a hotel, lodging house, short-term rental or motel if the occupant is an employee of the United States military traveling on official United States military orders that encompass the date of such occupancy. Each operator shall maintain such records as the commissioner shall require to substantiate exemptions claimed under this section.

Section 13. (a) An operator may elect to allow an intermediary to collect rent or facilitate the collection or payment of rent on its behalf through a written agreement on an accommodation subject to the excise under this chapter. An intermediary that enters into a written agreement with the operator to collect rent or facilitate the collection or payment of rent on behalf of the operator of an accommodation subject to the excise under this chapter shall: (i) apply for and obtain a certificate of registration from the commissioner in accordance with section 67 of chapter 62C on behalf of the operator; (ii) assess, collect, report and remit the excise to the commissioner as described for operators in sections 3, 3A, 3B, 3C, 5, 7A, 7B and 12; (iii) assess, collect and remit the community impact fee to the municipality as described for operators in section 3D; (iv) maintain records of any excises collected that have been remitted to the commissioner and shall make these records available to the department upon request; (v) ensure that the operator is registered pursuant to said section 67 of said chapter 62C prior to permitting such operator to list or offer an accommodation for rent through the use of the intermediary; and (vi) notify the operator that the operator must comply with all applicable municipal, state and federal laws including, but not limited to, the collection and remittance of required excises. The certificate of registration obtained from the commissioner pursuant to this subsection shall identify and be in the name of the individual operator, not the intermediary.

(b) An intermediary collecting and remitting the excise on behalf of an operator shall provide notification within a reasonable time to the operator that the excise has been collected and remitted to the commissioner pursuant to section 3. The notification may be delivered in hand or by mail or conveyed by electronic message, mobile or smart phone application or another similar electronic process, digital media or communication portal. An operator shall not be responsible for collecting and remitting the excise on a transaction for which the operator has received notification from an intermediary that the excise has been collected and remitted to the commissioner on their behalf.

(c) The intermediary shall not be liable for faults in collecting or remitting the excise proximately caused by the intermediary's reasonable reliance on representations made to it by the operator about the nature of the property being rented, the duration of the occupancy or other similar misrepresentations made by the operator to the intermediary. The operator shall be liable for any unpaid excise resulting from any such misrepresentation. An intermediary shall not be liable for any over collection of the excise if the excise collected was remitted to the commissioner and the over collection resulted from the intermediary's reasonable reliance on the operator's representations about the nature of the property being rented or the nature of the occupancy or whether such property was exempt from the excise. The operator shall be liable for monetary damages to the occupant resulting from any such misrepresentations.

Section 14. A city or town, by ordinance or by-law, may regulate operators registered pursuant to section 67 of chapter 62C and impose penalties for the violation of such an ordinance or by-law. A city or town, by ordinance or by-law, may:

(i) regulate the existence or location of operators under this section within the city or town, including regulating the class of operators and number of local licenses or permits issued to operators under this section and the number of days a person may operate and rent out an accommodation in a calendar year;

(ii) require the licensing or registration of operators within the city or town; provided, however, that a city or town may: (A) accept a certificate of registration issued to an operator in accordance with section 67 of chapter 62C in lieu of requiring an operator to obtain a local license or registration under this section; or (B) issue a provisional license or registration to permit an operator to offer accommodations on temporary or seasonal basis;

(iii) require operators to demonstrate that any properties or premises controlled, occupied, operated, managed or used as accommodations subject to the excise under this chapter are not subject to any outstanding building, electrical, plumbing, mechanical, fire, health, housing or zoning code enforcement, including any notices of violation, notices to cure, orders of abatement, cease and desist orders or correction notices;

(iv) require properties or premises controlled, occupied, operated, managed or used by operators as an accommodation subject to the excise under this chapter to undergo health and safety inspections; provided, however, that the cost of any inspection conducted under this section shall be charged to and solely paid by the operator under this section; provided further, that after any initial health and safety inspection, the city or town may determine the frequency of any subsequent inspections;

(v) establish a civil penalty for violation of an ordinance or by-law enacted pursuant to this section; provided, however, that a city or town that suspends or terminates an operator's right to operate an accommodation for a violation of any ordinance or bylaw shall notify the commissioner of revenue of the suspension or termination; and

(vi) establish a reasonable fee to cover the costs associated with the local administration and enforcement of regulating operators and accommodations.

Notwithstanding any ordinance or by-law adopted by a city or town pursuant to this section, an operator of a short-term rental shall post inside the short-term rental unit information regarding the location of any fire extinguishers, gas shut off valves, fire exits and fire alarms in the unit and building.

Nothing in this section shall preclude a city or town from publishing a public registry of all short-term rental accommodations located within that city or town offered for rent by operators who are registered in accordance with section 67 of chapter 62C. A city or town may determine what relevant information shall be listed, including where the accommodation is located.

Section 15. Nothing in this chapter shall confer a right to lease, sublease or otherwise offer a residential unit as a short-term rental where such use is prohibited by a homeowner's association agreement or requirements, a rental agreement or any other restriction, covenant, requirement or enforceable agreement.

Section 16. For residential units subject to rent control provisions, operators of short-term rentals shall charge not more than the prorated maximum amount allowed.

Section 17. The commissioner shall annually publish a report on the economic activity of short-term rentals in the commonwealth rented for occupancy through a hosting platform or intermediary. The commissioner may require a hosting platform, intermediary or operator of a short-term rental to submit to the department of revenue, in a form approved by the commissioner, information necessary to compile the report including, but not limited to: (i) the aggregate rent paid by all occupants during the reporting period; (ii) the total amount of revenue collected from the excise on the transfer of occupancy of the short-term rentals; and (iii) the total amount of revenue collected from the local excise on the transfer of occupancy of the short-term rentals.

The department shall make available any data set used pursuant to this section to a regional planning agency, municipality or other public agency requesting such information; provided, however, that the department shall utilize the practices that are necessary to prevent the public disclosure of personal information regarding operators and occupants. The department shall annually publish local summary statistics on its website. The department shall take all measures necessary to protect the confidentiality and security of an operator's personal tax information from any disclosure pursuant to this section.

Section 18. The commissioner shall promulgate rules and regulations for assessing, reporting, collecting, remitting and enforcing the room occupancy excise pursuant to this chapter.

SECTION 9. Chapter 175 of the General Laws is hereby amended by inserting after section 4E the following section:-

Section 4F. (a) As used in this section, the terms "hosting platform", "operator" and "short-term rental" shall have the same meanings as under section 1 of chapter 64G unless the context clearly requires otherwise.

(b) An operator shall maintain liability insurance of not less than \$1,000,000 to cover each short-term rental, unless such short-term rental is offered through a hosting platform that maintains equal or greater coverage. Such coverage shall defend and indemnify the operator and any tenants or owners in the building for bodily injury and property damage arising from the short-term rental.

(c) Prior to an operator offering a short-term rental through the use of a hosting platform, the hosting platform shall provide notice to the operator that standard homeowners or renters insurance may not cover property damage or bodily injury to a third-party arising from the short-term rental.

(d) Insurers that write homeowners and renters insurance may exclude any and all coverage afforded under the policy issued to a homeowner or lessee for any claim resulting from the rental of any accommodation under chapter 64G. Insurers that exclude the coverage described in this section shall not have a duty to defend or indemnify any claim expressly excluded by a policy. Nothing under this section shall preclude an insurer from providing coverage for short-term rentals.

(e) Any policy or policy form intended to cover operators of short-term rentals from liabilities, whether the policy or policy form is provided by a hosting platform or an operator itself, shall be filed according to instructions provided by the division of insurance.

Chap. 738 of the Acts of 1971

**AN ACT PROVIDING FOR REDEVELOPMENT BOARD AND ABOLISHING THE
PLANNING BOARD AND BOARD OF PUBLIC WELFARE IN THE TOWN OF
ARLINGTON.**

Be it enacted, etc., as follows:

Section 1. Chapter 503 of the acts of 1952 is hereby amended by striking out section 17 and inserting in place thereof the following section: —

Section 17. Appointment of Redevelopment Board. — The redevelopment board shall consist of five members, four to be appointed by the town manager, subject to the approval of the board of selectmen, and one to be appointed by the department of community affairs, hereinafter in this section referred to as the department. One of said persons shall be appointed to serve for an initial term of one year, two of said persons shall be appointed to serve for an initial term of two years and one of said persons shall be appointed to serve for an initial term of three years. The member appointed by the department shall serve for an initial term of three years. Thereafter, as the term of a member expires, his successor shall be appointed in the same manner and by the same body for a term of three years from such expiration. The members shall serve until their respective successors are appointed and qualified. If for any reason a vacancy occurs in the membership of the redevelopment board, the vacancy shall be filled forthwith in the same manner and by the same body for the unexpired term. The town manager may make or receive written charges against, and may accept the written resignation of, any member appointed by the town manager or a former town manager or may, after hearing and with the approval of the board of selectmen, remove any such member because of inefficiency, neglect of duty or misconduct in office. Such member shall be given, not less than fourteen days before the date set for such hearing, a copy in writing of the charges against him and written notice of the date and place of the hearing to be held thereon, and at the hearing he shall be given the opportunity to be represented by counsel and to be heard in his defense. The town manager may make and receive written charges against the member of the redevelopment board appointed by the department and refer the same to the department which will proceed in the same manner as the town manager and the board of selectmen. Pending final action upon such charges, the officer or officers having the power to remove such member may temporarily suspend him, provided they shall immediately reinstate him in office if they find such charges have not been substantiated, and may appoint a person to perform the duties of such suspended member until he is reinstated or removed and his successor is qualified. In case of any such removal, the removing authority shall forthwith deliver to the clerk of the town attested copies of such charges and of its findings thereon and the clerk shall cause the same to be filed with the department and the state secretary. Membership shall be restricted to residents of the town and a member who ceases to be a resident of the town shall be deemed to have resigned effective upon the date of his change of residence.

Members of the board shall be sworn to the faithful performance of their duties by the town clerk or a justice of the peace. The board shall organize for the proper conduct of its duties, shall elect from among its members a chairman and a vice-chairman, shall appoint such other officers and agents as it deems necessary, shall determine their respective duties and may delegate to one or more of its members, officers or agents such powers and duties as it deems necessary or proper for the carrying out of any action determined upon by it. The director of planning and community development, hereinafter called the director, shall be ex officio the secretary of the board. The director shall be appointed by the town manager to serve at his pleasure; neither chapter thirty-one of the General Laws nor any rule made thereunder shall apply to the director.

The town, acting by and through the redevelopment board, shall, except as herein specifically provided otherwise, be and have all the powers of an operating agency subject to the limitations provided in sections forty-five to fifty-nine, inclusive, of chapter one hundred and twenty-one B of the General Laws, and have such further powers and be subject to such further limitations as would from time to time be applicable to a redevelopment authority if such an authority had been organized in the town; provided, however, that notwithstanding sections eleven, forty-seven and forty-eight of said chapter one hundred and twenty-one B, no urban renewal project or rehabilitation project shall be undertaken by the redevelopment board, nor shall any property be acquired for any such project by eminent domain or otherwise, until the plan for such project has been approved by an annual or special town meeting; and provided further, that the redevelopment board shall not borrow or agree to borrow money without the approval of an annual or special town meeting. Without limiting the generality of the foregoing, the town, with the approval of an annual or special town meeting, may raise and appropriate, or may borrow, or may agree to raise and appropriate or to borrow, or may do or agree to do other things, with or without consideration, in aid of any project or activity planned or undertaken by the redevelopment board to the same extent and subject to the same limitations as if the board were a redevelopment authority. Nothing herein shall, however, alter or limit the powers and rights of the town or any other operating agency therein with respect to the powers and limitations in sections twenty-five to forty-four, inclusive, of said chapter one hundred and twenty-one B.

Section 2. Upon the effective date of this act the terms of office of the members of the planning board of the town shall be terminated. The redevelopment board shall have all the powers and perform all the duties heretofore conferred or imposed on the town planning board by statute or by-law or otherwise and shall further have the powers and perform the duties from time to time hereafter conferred or imposed by statute or by-law or otherwise on planning boards of towns in the commonwealth established under the provisions of section seventy of chapter forty-one. All property in the care and custody of the planning board and all appropriations of the town for the use of the planning board shall be transferred to the care and custody of and vested in the redevelopment board; and for all purposes, including without limitation those of chapters forty-one and one hundred and twenty-one B of the General Laws, the redevelopment board shall be deemed to be a continuation of the existing planning board of the town.

Section 3. Said chapter five hundred and three is hereby further amended by striking out section eighteen.

Section 4. This act shall take effect upon passage.

Approved September 9, 1971,

Arlington Town Manager Act

Section 17. Appointment of Redevelopment Board.

The Redevelopment Board shall consist of five members, four to be appointed by the Town Manager, subject to the approval of the Select Board, and one to be appointed by the department of community affairs, hereinafter in this section referred to as the department. One of said persons shall be appointed to serve for an initial term of one year, two of said persons shall be appointed to serve for an initial term of two years, and one of said persons shall be appointed to serve for an initial term of three years. The member appointed by the department shall serve for an initial term of three years. Thereafter, as the term of a member expires, their successor shall be appointed in the same manner and by the same body for a term of three years from such expiration. The members shall serve until their respective successors are appointed and qualified. If for any reason a vacancy occurs in the membership of the Redevelopment Board, the vacancy shall be filled forthwith in the same manner and by the same body for the unexpired term. The Town Manager may make or receive written charges against, and may accept the written resignation of, any member appointed by the Town Manager or a former Town Manager or may, after hearing and with the approval of the Select Board, remove any such member because of inefficiency, neglect of duty, or misconduct in office. Such member shall be given, not less than fourteen days before the date set for such hearing, a copy in writing of the charges against them and written notice of the date and place of the hearing to be held thereon, and at the hearing they shall be given the opportunity to be represented by counsel and to be heard in their defense. The Town Manager may make and receive written charges against the member of the Redevelopment Board appointed by the department and refer the same to the department which will proceed in the same manner as the Town Manager and the Select Board.

Pending final action upon such charges, the officer or officers having the power to remove such member may temporarily suspend them, provided they shall immediately reinstate them in office if they find such charges have not been substantiated, and may appoint a person to perform the duties of such suspended member until the member is reinstated or removed and their successor is qualified. In case of any such removal, the removing authority shall forthwith deliver to the clerk of the town attested copies of such charges and of its findings thereon and the clerk shall cause the same to be filed with the department and the state secretary. Membership shall be restricted to residents of the town and a member who ceases to be a resident of the town shall be deemed to have resigned effective upon the date of their change of residence.

Members of the board shall be sworn to the faithful performance of their duties by the Town Clerk or a Justice of the Peace. The board shall organize for the proper conduct of its duties, shall elect from among its members a chairperson and a vice-chairperson, shall appoint such other officers and agents as it deems necessary, shall determine their respective duties and may delegate to one or more of its members, officers or agents such powers and duties as it deems necessary or proper for the carrying out of any action determined upon by it. The director of planning and community development, hereinafter called the director, shall be ex-officio the secretary of the board. The director shall be appointed by the Town Manager to serve at their pleasure; neither chapter thirty-one of the General Laws nor any rule made thereunder shall apply to the director.

The town, acting by and through the Redevelopment Board, shall, except as herein specifically provided otherwise, be and have all the powers of an operating agency subject to the limitations provided in sections forty-five to fifty-nine, inclusive, of chapter one hundred and twenty-one B of the General Laws, and have such further powers and be subject to such further limitations as would from time to time be applicable to a redevelopment authority if such an authority had been organized in the town; provided, however, that notwithstanding sections eleven, forty-seven and forty-eight of said chapter one hundred and twenty-one B, no urban renewal project or rehabilitation project shall be undertaken by the Redevelopment Board, nor shall any property be acquired for any such project by eminent domain or otherwise, until the plan for such project has been approved by an annual or special town meeting; and provided further, that the Redevelopment Board shall not borrow or agree to borrow money without the approval of an annual or special town meeting. Without limiting the generality of the foregoing, the town, with the approval of an annual or special town meeting may raise and appropriate, or may borrow, or may agree to raise and appropriate or to borrow, or may do or agree to do other things with or without consideration, in aid of any project or activity planned or undertaken by the Redevelopment Board to the same extent and subject to the same limitations as if the board were a redevelopment authority.

Nothing herein shall, however, alter or limit the powers and rights of the town or any other operating agency therein with respect to the powers and limitations in sections twenty-five to forty-four, inclusive, of said chapter one hundred and twenty-one B.

The Redevelopment Board shall have all the powers and perform all the duties presently or from time to time hereafter conferred or imposed by statute or by-law or otherwise on planning boards of towns in the commonwealth established under the provisions of section eighty-one A of chapter forty-one of the General Laws and the town of Arlington shall be deemed to have a planning board established under said section eighty-one A and shall be empowered to take such actions and shall have such powers and perform such duties as it if had established a planning board under said section eighty-one A, except that the Redevelopment Board shall not have any of the powers or perform any of the duties of, or in conflict with the powers or duties of, a board of survey all of which powers and duties shall continue to be exercised and performed by the Select Board constituted as a board of survey unless and until such town by vote of a town meeting shall vote to terminate the existence of the board of survey or to accept the provisions of the subdivision control law contained in sections eighty-one K to eighty-one GG, inclusive, of said chapter forty-one and any amendments thereof or additions thereto, and the subdivision control law shall not be or be deemed to be in effect in such town unless and until such town by vote of a town meeting shall vote to accept the provisions thereof.

**ARTICLE 53 ENDORSEMENT OF PARKING BENEFIT DISTRICT
EXPENDITURES**

Arlington Town Bylaws

TITLE I, ARTICLE 11

PARKING BENEFIT DISTRICT EXPENDITURES

(ART. 4, STM – 02/12/18)

A. Purpose and Definitions

The Purpose of this Article is to detail the Town of Arlington's process for reviewing and endorsing expenditure requests for the operation of, and improvements to Parking Benefit Districts in Arlington as permitted by c. 40 §§ 22A and 22A ½.

For the purposes of this Article, "Parking Benefit Districts" shall be defined as set forth in G.L. c. 40 §22A ½.

The Parking Implementation and Governance Committee is a committee tasked with evaluating and making recommendations for parking and related administration and improvements in Arlington, including members of the Arlington business community.

B. Process for Review and Endorsement of Expenditures

1. Revenue Estimates. On or before February 1st of the current fiscal year, the Parking Implementation and Governance Committee, or other designee of the Select Board, shall provide a detailed estimate of the projected revenues and expenditures of each Parking Benefit District in Arlington for the ensuing fiscal year.
2. Operating Expenditures. All proposed operating expenditures for the ensuing fiscal year in each Parking Benefit District submitted by the Parking Implementation and Governance Committee or any other entity, shall be reviewed for report and recommended action or actions by the Finance Committee prior to submission for the endorsement of Town Meeting.
3. Capital Expenditures. All proposed capital expenditures for the ensuing fiscal year in each Parking Benefit District submitted by the Parking Implementation and Governance Committee or any other entity, shall be reviewed for report and recommended action or actions by the Capital Planning Committee prior to submission for the endorsement of Town Meeting.
4. Town Meeting Endorsement. Town Meeting shall have the opportunity for a non-binding vote to endorse the recommended action or actions of the Finance and/or Capital Planning

Committees respectively relative to the expenditure of any Parking Benefits District revenue proposed by the Parking Implementation and Governance Committee, or any other entity.

C. Construction and Severability

At all times this by-law shall be interpreted in a manner consistent with G.L. c. 40 §§ 22A and 22A ½. Should any section, paragraph or part of this chapter be for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph, or part shall continue in full force and effect.

OFFICE OF THE SELECT BOARD

DANIEL J. DUNN., CHAIR
DIANE M. MAHON, VICE CHAIR
JOSEPH A. CURRO, JR.
JOHN V. HURD
CLARISSA ROWE



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

February 27, 2019

Dear Registered Voter:

The Select Board will meet on Monday, March 11th at 7:15 p.m. to discuss the Warrant Article petition that you signed. The meeting will take place in the Select Board Chambers, Town Hall, 2nd Floor.

Article 27	Bylaw Amendment/Time Limit for Town Meeting Speakers (tabled from 1/28/2019 meeting)
Article 41	Vote/Arlington Redevelopment Board Membership and Terms

Please feel free to contact my office at the above number to confirm or if you require any further information.

Thank you.

Very truly yours,
SELECT BOARD

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:ls

ARTICLE 27 BYLAW AMENDMENTS/ TOWN MEETING SPEAKING TIMES

To see if the Town will vote to amend Title I, Article 1, Section 7(C) of the Town Bylaws ("Town Meetings: Regulation of Speakers, Time Limits") to reduce the time limit for speakers at Town Meeting for the first time on the floor from seven minutes to five minutes, and for the second time from five minutes to three minutes; or take any action relate thereto.

(Inserted at the request of Michael Jacoby Brown and ten registered voters)

ARTICLE 41**VOTE/ARLINGTON REDEVELOPMENT BOARD
MEMBERSHIP AND TERMS**

To see if the Town will vote to change the membership of the Arlington Redevelopment Board from four members appointed by the Town Manager and one appointed by the State to four members elected by the voters of the Town and one appointed by the State, and change the terms of all members to five years; or take any action relate thereto.

(Inserted at the request of Christopher Loreti and ten registered voters)

Bylaw Amendment/Limit
Speakers Time at Town
Meeting

Michael & Nessa Brown
10 Brattle Terrace
Arlington, MA 02474

Vivian M. Berlin
9 Gloucester Street
Arlington, MA 02476

Ellen M. Breen
12 Brattle Lane
Arlington, MA 02474

Regina M. Capasso
264 Massachusetts Avenue
Arlington, MA 02474

Blair L. Goudey
31 Kensington Road
Arlington, MA 02476

Michael McEleney
33 Fabyan Street
Arlington, MA 02474

Joan K. McGowan
127 Webster Street
Arlington, MA 02474

William J. McNeil
22 Fessenden Road
Arlington, MA 02476

Meghan L. Motherway
1089 Massachusetts Avenue
Arlington, MA 02476

Albert M. Randall
34 Dow Avenue
Arlington, MA 02476

Vote/Arlington Redevelopment
Board Membership and Terms

Christopher Loreti
56 Adams Street
Arlington, MA 02474

Jon Gersh
24 Kipling Road
Arlington, MA 02476

Ellen Cohen
48 Park Street
Arlington, MA 02474

Paul & Agnes Parise
106 Hemlock Street
Arlington, MA 02474

Domenic V. Furia
111 Hemlock Street
Arlington, MA 02474

Elizabeth Peck
16 Orchard Place
Arlington, MA 02476

Elizabeth Harasti
24 Orchard Place
Arlington, MA 02476

Carl Wagner
30 Edgehill Road
Arlington, MA 02474

Elizabeth Hill
35 Mt. Vernon Street
Arlington, MA 02476

Sarah de Besche
78 Franklin Street
Arlington, MA 02474



**Town Meeting Procedures Committee
DRAFT Minutes UNOFFICIAL NOT VOTED**

Date: *March 4, 2019*

Time: *7:30 p.m.*

Location: *Town Hall Annex*

Attendance: Moderator - John D. Leone
Asst. Mod.- James O'Connor
1st TMM – John L. Worden III
2nd TMM - Eric Helmuth
3rd TMM - Adam Auster, absent

Guest - Michael Brown, Article 27 sponsor

1. Article 27, BYLAW AMENDMENTS/ TOWN MEETING SPEAKING TIMES.

Mr. Brown presented his rational for brining this Article, he believed that presentations could be made in a shorter time frame and he was interested in brevity of presentation. A discussion was held by the Committee. Mr. Worden believed that 7 minutes is adequate as time limits have already been reduced from 15 minutes and then further reduced to 10 minutes and are now 7 minutes for the first trip to the microphone. He further believed that Town Meeting Members giving a presentation should not be limited as that is the business for which we are there. Mr. Helmuth posited that his would also affect all presenters, including all town Committees and Boards. Mr. Leone, stated that by his recollection, that not that many people actually take the entire 7 minutes as it is and those that do, in general have a valid presentation or point to make.

Mr. O'Connor made a motion that the TMPC present the Main Motion under this Article as a motion for No Action. The Motion was seconded. The Committee voted unanimously in favor of the Motion for a Main Motion of No Action.

Mr. Brown was thanked for his time and thoughts on the matter. Mr. Leone offered to assist him if he wished to draft a Substitute motion.

2. New Business, Mr. Worden wished to explore the idea of giving the Moderator authority to extend time limits as opposed to having the Meeting take a Vote to extend. He noted that in general the Meeting always grants additional time. the Committee members are going to keep track of the occurrence of extensions and speaking times at the upcoming meeting with the idea of following up on this issue at out next meeting.

3. The electronic Voting system was discussed..the committee is pleased with the performance and the Administrator assigned to town meeting. The Moderator is to follow up with Town Manager to ensure that the EV system will be in place this year.

Meeting adjourned at 8:15.

Next meeting is scheduled for *June following Town Meeting.*



PUBLIC WORKS DEPARTMENT
TOWN OF ARLINGTON
51 Grove Street, Arlington, Massachusetts 02476
Phone: (781) 316-3104 Fax: (781) 316-3281

Memo to: Select Board

From: Mike Rademacher, DPW Director

Date: March 6, 2019

Subject: ARTICLE 30 BYLAW AMENDMENT/WATERLINE REPLACEMENT

Honorable Select Board-

I am writing in support of proposed Warrant Article 30. The Town of Arlington, like every other New England community, is faced with maintaining an infrastructure beyond its useful life. One of the many elements we attend to is our water distribution system. Every year the Town invests over one million dollars to replace outdated, maintenance prone water mains in public and private ways. Our work on these projects ends at the edge of the road along the project limits. This is because the water service from the sidewalk to the building is the responsibility of the property owner. So while we are replacing leak prone pipe in the street, pipe of the same age or older often remains on private property.

This presents several problems. One, this older pipe is often so badly corroded that water may be leaking from it. These leaks are occurring prior to the meter on the property so its volume is not being captured resulting in a financial liability to the Town. Second, inspection of the service line is often overlooked during the sale of a home, possibly leaving a new homeowner with the added cost of replacing the water service should it fail.

The intent of the proposed bylaw, as I understand it, would require water service lines to be inspected prior to the sale of a property, and if found to be defective, that the line be replaced prior to the sale.

I believe such a bylaw will have the benefit of protecting new home buyers as well as help the Town reduce its unaccounted for water.

Sincerely,

Michael Rademacher

Arlington Center Parking Benefit District Statement of Revenues & Expenditures

Expenditures

	Projected FY20 Exp.
IPS (CC, Gateway, System)	\$29,100.00
Elavon CC Fee	\$50,000.00
Coin Collection	\$32,052.00
First Parish Lease	\$6,000.00
Lease Payments	\$46,561.00
Share of Parking Enforcement	\$64,265.00
Share of Parking Admin.	\$48,577.00
Parking Benefit District	\$150,000.00
Total	\$426,555.00

Revenues

	FY19 thru 12/12/18	FY19 Revenue Projections	FY20 Revenue Projection
Single Space Meters	\$155,492.25	\$310,984.50	\$300,000.00
Multi-Space Meters	\$81,577.97	\$163,155.94	\$150,000.00
Total	\$237,070.22	\$474,140.44	\$450,000.00

Approved FY18 Parking Benefit District Budget

Revised FY18 Parking Benefit District Budget

Russell Common Parking Lot Design	\$50,000.00	Russell Common Parking Lot Design	\$50,000.00
Sidewalk Snow Bank Removal	\$25,000.00	Sidewalk Snow Bank Removal	\$25,000.00
Sidewalk Cleaning	\$10,000.00	Sidewalk Cleaning	\$10,000.00
Bike Rack Installation	\$4,000.00	Bike Rack Installation	\$0.00
Bench Replacement	\$16,000.00	Bench Replacement	\$0.00
Solar Trash Receptacles	\$5,000.00	Solar Trash Receptacles	\$0.00
Removing Heaved Granite Edges	\$20,000.00	Removing Heaved Granite Edges	\$8,500.00
Total	\$130,000.00	Total	\$93,500.00
		Balance Remaining for Repurposing	\$36,500.00

Proposed FY20 Parking Benefit District Budget

Arlington Center Sidewalk and Broadway Plaza Improvements	\$150,000
Repurposed FY 18 Funds for Arlington Center Sidewalk and Broadway Plaza Improvements	\$36,500
Total	\$186,500





Town of Arlington
Department of Health and Human Services

27 Maple Street
Arlington, MA 02476

Tel: (781) 316-3170
Fax: (781) 316-3175

MEMO

TO: Doug Heim, Town Counsel

FROM: Christine Bongiorno, Director of Health and Human Services

DATE: March 11, 2019

RE: Article 78: Indigenous Peoples' Day

Please be aware that the Human Rights Commission Co-Chairs would like to ask that the Select Board table Article 78 related to Indigenous Peoples' Day. The Co-Chairs report that they would like to take time over the next year to finalize plans for this article. Please do not hesitate to contact me directly should you need further information regarding this matter.

AHRC Proposed Warrant Article on Indigenous People's Day

Proposed Title: Indigenous People's Day

Subject Matter: Changing Columbus Day to Indigenous People's Day

To see if the Town will vote to adopt a resolution to celebrate "Indigenous People's Day" on the second Monday in October, instead of Columbus Day, in order to celebrate the heritage of those people indigenous to Massachusetts; or take any action related thereto.

Requested by:

The Arlington Human Rights Commission



INDIGENOUS PEOPLES DAY RESOLUTION

They [Arawak Indians] ... brought us parrots and balls of cotton and spears and many other things... . They willingly traded everything they owned... . They were well-built, with good bodies and handsome features... . They do not bear arms, and do not know them... . They have no iron. Their spears are made of cane... . They would make fine servants... . With fifty men we could subjugate them all and make them do whatever we want.
-Christopher Columbus, 1492

WARRANT ARTICLE XX: To see if the Town will vote to adopt a resolution to celebrate "Indigenous Peoples Day" on the second Monday in October, instead of Columbus Day, in order to celebrate the heritage of those people indigenous to Massachusetts; or take any action related thereto.

Indigenous Peoples Day recognizes and celebrates the heritage of Native Americans and the history of their Nations. Honoring Columbus Day celebrates a legacy of genocide and perpetuates ongoing racism and neocolonialism towards Indigenous peoples. Columbus did not discover the Americas; you can't "discover" lands that are already inhabited. The historical record needs to be set straight in order to respect the culture, language and traditional lifestyles of the Indigenous ancestors who existed long before Columbus' voyage.

It's time to acknowledge the indigenous history of Arlington and the Commonwealth as well as the continued presence of indigenous peoples in Massachusetts.

Places that Celebrate Indigenous Peoples Day:

○ Massachusetts Cities & Towns

- Amherst, MA
- Brookline, MA
- Cambridge, MA
- Northampton, MA
- Somerville, MA

***Active campaigns in Boston, Framingham, Marblehead, Newton and Wellesley.

○ Select U.S. Cities

- Phoenix, AZ
- Berkeley, CA
- Los Angeles, CA
- Santa Cruz, CA
- Long Beach, CA
- Boulder, CO
- Denver, CO
- Boise, ID
- Davenport, IA
- Lawrence, KS
- Bangor, ME
- Portland, ME
- Ann Arbor, MI
- East Lansing, MI
- Minneapolis, MN
- St. Paul, MN
- Asheville, NC
- Durham, NH
- Ithaca, NY
- Albuquerque, NM
- Santa Fe, NM
- Cincinnati, OH
- Tulsa, OK
- Portland, OR
- Austin, TX
- Nashville, TN
- Salt Lake City, UT
- Harpers Ferry, WV
- Olympia, WA
- Seattle, WA
- Madison, WI

○ States

- Iowa
- Minnesota
- North Carolina
- South Dakota
- Vermont
- Alaska

Let's make Arlington next!

INDIGENOUS PEOPLES DAY FAQ¹

Indigenous Peoples Day is about more than a name change; it's a refusal to allow the genocide of millions of Indigenous peoples to go unnoticed, and a demand for recognition of Indigenous humanity.

Recognizing this day in place of what's currently known as "Columbus Day" is a way to correct false histories, honor Indigenous peoples, and begin to correct some of the countless wrongs committed against Indigenous peoples of Turtle Island (what's now known as the Americas).

Is a name change important?

Words have meanings; words control who and what we think about, and this has implications on our actions. If we continue to erase Indigenous peoples, and celebrate a colonizer (Christopher Columbus) instead, that will have a direct impact on the ways Indigenous peoples are treated. If we can't even so much as celebrate the first peoples of this land, and not the person responsible for the largest genocide ever committed, then how can we expect good public policy or day to day treatment for Native Americans?

What good does a name change do for Indigenous peoples?

Native Americans are the [racial group most affected by suicide](#), which is unsurprising considering the [inaccurate and racist representation](#) of Indigenous Peoples (not to mention the hundreds of years of genocidal public policy). "Columbus Day" and other forms of representation that normalize colonialism and genocide no-doubt affect the way Indigenous children and adults see themselves (or don't). America has been celebrating Indigenous genocide for decades, which does damage not only to Native children but also to non-Native children, since they have a false idea that this was empty land discovered by someone. Having a positive day at least once a year for Indigenous peoples is one move that can be made to begin to affect Indigenous representation, and help to remedy some of the harmful effects.

Why can't we celebrate both?

These [myths about "Columbus Day"](#) and Indigenous Peoples Day are powerful, which is part of the reason why we are still fighting for basic recognition and rights. That's why we are still fighting to have our history represented, like this movement for Indigenous Peoples Day in Boston, and even for necessities like the right for water happening in the fight against the Dakota Access Pipeline in North Dakota at [Standing Rock](#).

Why can't Indigenous Peoples Day be on a different day?

Not only is it important to reject the celebration of colonialism in the form of "Columbus Day," but it's also important to celebrate and recognize the accomplishments of Indigenous Peoples despite these seemingly insurmountable obstacles in its place. Indigenous Peoples are so often erased in society, that many forget Indigenous peoples still exist. For this reason, it's important to begin to undo some of the harm done through this holiday, and to correct the false histories that have been inscribed.

Isn't this holiday just about the discovery of America?

¹ <http://www.indigenouspeoplesdayma.org/faq/>

Columbus [didn't discover anything](#), instead stumbling upon thousands of different Indigenous groups with complex societies and systems. Columbus was so lost that he named the people he found “Indians” since he thought he’d stumbled upon the Asian country India, which is why Indigenous peoples from the Americas were historically referred to as “Indians” or “American Indians.”

I thought Columbus Day was about celebrating Italian American heritage?

Beyond the fact that Columbus was [sailing for the Spanish monarchy since Italy wouldn't fund his colonial expedition](#), or that Columbus was responsible for the [deaths of millions](#) of Native peoples throughout the Americas, “Columbus Day” is more of a Catholic holiday, pushed for by [the Knights of Columbus in 1934](#) (a Catholic fraternity) than an Italian one.

It's important to note that Indigenous Peoples Day is not anti-Italian, but rather, is anti-Columbus. We understand that Columbus and the harm he caused doesn't represent the Italian people as whole. Thus, when we seek to abolish “Columbus Day” and replace it with Indigenous Peoples Day, this move is not “anti-Italian,” but is instead anti-colonialism/genocide/etc. Many Italian Americans see Christopher Columbus not as a point of pride or celebration, but rather as an embarrassment. The month of [October is Italian American Heritage month](#), offering Italian Americans the opportunity to celebrate the hundreds of Italian Americans who contributed to a positive, not genocidal, Italian American history.

Timeline of European settlers impact on Native people in Massachusetts¹

1616 European traders introduce yellow fever to the tens of thousands of Native Americans that occupy what is now Massachusetts. These tribes include the Pawtucket (or Penacook), the Massachusett, the Pokantoket (or Wampanoag), and several other smaller bands including the Nipmuck and Pocumtuck. To the south, in what is now Rhode Island and Connecticut, are bands of Pequot-Mohegans, Narragansetts, Western and Eastern Niantic, Quirpi, Tunxis, and Podunk Indians.

1632 John Eliot arrives from Cambridge, England and begins learning the language of the Wampanoag (Wopanatoak), a dialect of Algonquian, in order to convert Native Americans to Christianity. He will go on to launch a mission, translate the Bible into Wampanoag, and establish fourteen “Indian Praying Towns” for Native converts. By 1684, only four will remain: Natick, Ponkapoag area (the area of the Blue Hills Reservation), Wamesit (Lowell), and Chabanakongkomun (Worcester County).

1650 90 percent of Native Americans living in New England at the time of the European settlement have died as a result of European diseases (based on modern historical estimates).

Arlington’s History²

The area currently known as Arlington was originally inhabited by the Massachuset tribe. When European settlers first came to the area in 1614, it is estimated that as many as 3,000 members of the Massachuset lived in the area around Boston Bay, including present-day Arlington. Three epidemics of European disease hit this community between 1614 and 1617, resulting in mass deaths and the elimination of whole villages. These sicknesses, along with an inter-tribal war, reduced the Massachuset population to 500 within 5 years of settlers’ arrival. That was followed by a 1633 smallpox epidemic that further reduced their numbers. In 1639, Massachuset chief Squaw Sachem signed a treaty signing over much of their land to the Massachusetts Bay Colony. There have been no organized groups of the Massachuset since 1800.

Statement from the MA Center for Native American Awareness³

The Massachusetts Center for Native American Awareness (MCNAA) recognizes that indigenous inventions; words and language; farming techniques and other technology; cuisine and new foods, cooking techniques, etc. were introduced to the world through “contact.” We acknowledge that this exchange and introduction to Europe and the rest of the world was primarily facilitated by one contact in particular. Every year, there is a national holiday commemorating the arrival of Christopher Columbus to the shores of the North American continent. Given that awareness of Indigenous First Nations People history, culture, and contributions is almost invisible in American society and school curriculum, AND that available historical evidence shows the atrocities Columbus committed to indigenous people, we, the MCNAA, support the observance of *Indigenous Peoples’ Day*, and the abolishment of *Columbus Day*.

¹ <http://pluralism.org/timeline/native-peoples-in-boston/>

² <http://www.womenhistoryblog.com/2008/04/squaw-sachem-of-mistick.html>

³ <http://www.mcnaa.org/position-statements.html>

Additional Resources

- MA Commission on Indian Affairs, <https://www.mass.gov/service-details/indian-affairs>
- MA Center for Native American Awareness <http://www.mcnaa.org/about-the-organization.html>
- This [Wikipedia](#) entry has a very long list of IPD observing entities broken out by year adopted. The trend popped out – each year the swell is getting bigger as more municipalities and entities want to get on the right side of history.

Excerpt from Chapter 1 of Howard Zinn's "A People's History of the United States"

CHAPTER 1: COLUMBUS, THE INDIANS, AND HUMAN PROGRESS

Arawak men and women, naked, tawny, and full of wonder, emerged from their villages onto the island's beaches and swam out to get a closer look at the strange big boat. When Columbus and his sailors came ashore, carrying swords, speaking oddly, the Arawaks ran to greet them, brought them food, water, gifts. He later wrote of this in his log:

They ... brought us parrots and balls of cotton and spears and many other things, which they exchanged for the glass beads and hawks' bells. They willingly traded everything they owned... . They were well-built, with good bodies and handsome features... . They do not bear arms, and do not know them, for I showed them a sword, they took it by the edge and cut themselves out of ignorance. They have no iron. Their spears are made of cane... . They would make fine servants... . With fifty men we could subjugate them all and make them do whatever we want.

These Arawaks of the Bahama Islands were much like Indians on the mainland, who were remarkable (European observers were to say again and again) for their hospitality, their belief in sharing. These traits did not stand out in the Europe of the Renaissance, dominated as it was by the religion of popes, the government of kings, the frenzy for money that marked Western civilization and its first messenger to the Americas, Christopher Columbus.

Columbus wrote:

As soon as I arrived in the Indies, on the first Island which I found, I took some of the natives by force in order that they might learn and might give me information of whatever there is in these parts.

The information that Columbus wanted most was: Where is the gold? He had persuaded the king and queen of Spain to finance an expedition to the lands, the wealth, he expected would be on the other side of the Atlantic-the Indies and Asia, gold and spices. For, like other informed people of his time, he knew the world was round and he could sail west in order to get to the Far East.

Spain was recently unified, one of the new modern nation-states, like France, England, and Portugal. Its population, mostly poor peasants, worked for the nobility, who were 2 percent of the population and owned 95 percent of the land. Spain had tied itself to the Catholic Church, expelled all the Jews, driven out the Moors. Like other states of the modern world, Spain sought gold, which was becoming the new mark of wealth, more useful than land because it could buy anything.

There was gold in Asia, it was thought, and certainly silks and spices, for Marco Polo and others had brought back marvelous things from their overland expeditions centuries before. Now that the Turks had conquered Constantinople and the eastern Mediterranean, and controlled the land routes to Asia, a sea route was needed. Portuguese sailors were working their way around the southern tip of Africa. Spain decided to gamble on a long sail across an unknown ocean.

In return for bringing back gold and spices, they promised Columbus 10 percent of the profits, governorship over new-found lands, and the fame that would go with a new title: Admiral of the Ocean Sea. He was a merchant's clerk from the Italian city of Genoa, part-time weaver (the son of a skilled weaver), and expert sailor. He set out with three sailing ships, the largest of which was the *Santa Maria*, perhaps 100 feet long, and thirty-nine crew members.

Columbus would never have made it to Asia, which was thousands of miles farther away than he had calculated, imagining a smaller world. He would have been doomed by that great expanse of sea. But he was lucky. One-fourth of the way there he came upon an unknown, uncharted land that lay

between Europe and Asia-the Americas. It was early October 1492, and thirty-three days since he and his crew had left the Canary Islands, off the Atlantic coast of Africa. Now they saw branches and sticks floating in the water. They saw flocks of birds.

These were signs of land. Then, on October 12, a sailor called Rodrigo saw the early morning moon shining on white sands, and cried out. It was an island in the Bahamas, the Caribbean sea. The first man to sight land was supposed to get a yearly pension of 10,000 maravedis for life, but Rodrigo never got it. Columbus claimed he had seen a light the evening before. He got the reward.

So, approaching land, they were met by the Arawak Indians, who swam out to greet them. The Arawaks lived in village communes, had a developed agriculture of corn, yams, cassava. They could spin and weave, but they had no horses or work animals. They had no iron, but they wore tiny gold ornaments in their ears.

This was to have enormous consequences: it led Columbus to take some of them aboard ship as prisoners because he insisted that they guide him to the source of the gold. He then sailed to what is now Cuba, then to Hispaniola (the island which today consists of Haiti and the Dominican Republic). There, bits of visible gold in the rivers, and a gold mask presented to Columbus by a local Indian chief, led to wild visions of gold fields.

On Hispaniola, out of timbers from the *Santa Maria*, which had run aground, Columbus built a fort, the first European military base in the Western Hemisphere. He called it Navidad (Christmas) and left thirty-nine crewmembers there, with instructions to find and store the gold. He took more Indian prisoners and put them aboard his two remaining ships. At one part of the island he got into a fight with Indians who refused to trade as many bows and arrows as he and his men wanted. Two were run through with swords and bled to death. Then the *Nina* and the *Pinta* set sail for the Azores and Spain. When the weather turned cold, the Indian prisoners began to die.

Columbus's report to the Court in Madrid was extravagant. He insisted he had reached Asia (it was Cuba) and an island off the coast of China (Hispaniola). His descriptions were part fact, part fiction:

Hispaniola is a miracle. Mountains and hills, plains and pastures, are both fertile and beautiful ... the harbors are unbelievably good and there are many wide rivers of which the majority contain gold... . There are many spices, and great mines of gold and other metals... .

The Indians, Columbus reported, "are so naive and so free with their possessions that no one who has not witnessed them would believe it. When you ask for something they have, they never say no. To the contrary, they offer to share with anyone...." He concluded his report by asking for a little help from their Majesties, and in return he would bring them from his next voyage "as much gold as they need ... and as many slaves as they ask." He was full of religious talk: "Thus the eternal God, our Lord, gives victory to those who follow His way over apparent impossibilities."

Because of Columbus's exaggerated report and promises, his second expedition was given seventeen ships and more than twelve hundred men. The aim was clear: slaves and gold. They went from island to island in the Caribbean, taking Indians as captives. But as word spread of the Europeans' intent they found more and more empty villages. On Haiti, they found that the sailors left behind at Fort Navidad had been killed in a battle with the Indians, after they had roamed the island in gangs looking for gold, taking women and children as slaves for sex and labor.

Now, from his base on Haiti, Columbus sent expedition after expedition into the interior. They found no gold fields, but had to fill up the ships returning to Spain with some kind of dividend. In the year 1495, they went on a great slave raid, rounded up fifteen hundred Arawak men, women, and children, put them in pens guarded by Spaniards and dogs, then picked the five hundred best specimens to load onto ships. Of those five hundred, two hundred died en route. The rest arrived alive in Spain and were

put up for sale by the archdeacon of the town, who reported that, although the slaves were "naked as the day they were born," they showed "no more embarrassment than animals." Columbus later wrote: "Let us in the name of the Holy Trinity go on sending all the slaves that can be sold."

But too many of the slaves died in captivity. And so Columbus, desperate to pay back dividends to those who had invested, had to make good his promise to fill the ships with gold. In the province of Cicao on Haiti, where he and his men imagined huge gold fields to exist, they ordered all persons fourteen years or older to collect a certain quantity of gold every three months. When they brought it, they were given copper tokens to hang around their necks. Indians found without a copper token had their hands cut off and bled to death.

The Indians had been given an impossible task. The only gold around was bits of dust garnered from the streams. So they fled, were hunted down with dogs, and were killed.

Trying to put together an army of resistance, the Arawaks faced Spaniards who had armor, muskets, swords, horses. When the Spaniards took prisoners they hanged them or burned them to death. Among the Arawaks, mass suicides began, with cassava poison. Infants were killed to save them from the Spaniards. In two years, through murder, mutilation, or suicide, half of the 250,000 Indians on Haiti were dead.

When it became clear that there was no gold left, the Indians were taken as slave labor on huge estates, known later as *encomiendas*. They were worked at a ferocious pace, and died by the thousands. By the year 1515, there were perhaps fifty thousand Indians left. By 1550, there were five hundred. A report of the year 1650 shows none of the original Arawaks or their descendants left on the island.

The chief source-and, on many matters the only source-of information about what happened on the islands after Columbus came is Bartolome de las Casas, who, as a young priest, participated in the conquest of Cuba. For a time he owned a plantation on which Indian slaves worked, but he gave that up and became a vehement critic of Spanish cruelty. Las Casas transcribed Columbus's journal and, in his fifties, began a multivolume *History of the Indies*. In it, he describes the Indians. They are agile, he says, and can swim long distances, especially the women. They are not completely peaceful, because they do battle from time to time with other tribes, but their casualties seem small, and they fight when they are individually moved to do so because of some grievance, not on the orders of captains or kings.

....

In Book Two of his *History of the Indies*, Las Casas (who at first urged replacing Indians by black slaves, thinking they were stronger and would survive, but later relented when he saw the effects on blacks) tells about the treatment of the Indians by the Spaniards. It is a unique account and deserves to be quoted at length:

Endless testimonies ... prove the mild and pacific temperament of the natives... . But our work was to exasperate, ravage, kill, mangle and destroy; small wonder, then, if they tried to kill one of us now and then... . The admiral, it is true, was blind as those who came after him, and he was so anxious to please the King that he committed irreparable crimes against the Indians... .

Las Casas tells how the Spaniards "grew more conceited every day" and after a while refused to walk any distance. They "rode the backs of Indians if they were in a hurry" or were carried on hammocks by Indians running in relays. "In this case they also had Indians carry large leaves to shade them from the sun and others to fan them with goose wings."

Total control led to total cruelty. The Spaniards "thought nothing of knifing Indians by tens and twenties and of cutting slices off them to test the sharpness of their blades." Las Casas tells how "two of

these so-called Christians met two Indian boys one day, each carrying a parrot; they took the parrots and for fun beheaded the boys."

The Indians' attempts to defend themselves failed. And when they ran off into the hills they were found and killed. So, Las Casas reports, "they suffered and died in the mines and other labors in desperate silence, knowing not a soul in the world to whom they could turn for help." He describes their work in the mines:

... mountains are stripped from top to bottom and bottom to top a thousand times; they dig, split rocks, move stones, and carry dirt on their backs to wash it in the rivers, while those who wash gold stay in the water all the time with their backs bent so constantly it breaks them; and when water invades the mines, the most arduous task of all is to dry the mines by scooping up pansful of water and throwing it up outside... .

After each six or eight months' work in the mines, which was the time required of each crew to dig enough gold for melting, up to a third of the men died.

While the men were sent many miles away to the mines, the wives remained to work the soil, forced into the excruciating job of digging and making thousands of hills for cassava plants.

Thus husbands and wives were together only once every eight or ten months and when they met they were so exhausted and depressed on both sides ... they ceased to procreate. As for the newly born, they died early because their mothers, overworked and famished, had no milk to nurse them, and for this reason, while I was in Cuba, 7000 children died in three months. Some mothers even drowned their babies from sheer desperation... . in this way, husbands died in the mines, wives died at work, and children died from lack of milk ... and in a short time this land which was so great, so powerful and fertile ... was depopulated... . My eyes have seen these acts so foreign to human nature, and now I tremble as I write... .

When he arrived on Hispaniola in 1508, Las Casas says, "there were 60,000 people living on this island, including the Indians; so that from 1494 to 1508, over three million people had perished from war, slavery, and the mines. Who in future generations will believe this? I myself writing it as a knowledgeable eyewitness can hardly believe it... ."

Thus began the history, five hundred years ago, of the European invasion of the Indian settlements in the Americas. That beginning, when you read Las Casas-even if his figures are exaggerations (were there 3 million Indians to begin with, as he says, or less than a million, as some historians have calculated, or 8 million as others now believe?)-is conquest, slavery, death. When we read the history books given to children in the United States, it all starts with heroic adventure-there is no bloodshed-and Columbus Day is a celebration.

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Across the US, more cities ditch Columbus Day to honor those who really discovered America

By Holly Yan, CNN

Updated 12:17 AM ET, Mon October 8, 2018



Italian-Spanish explorer Christopher Columbus is depicted landing in the New World in October 1492.

(CNN) — By now, you probably know Christopher Columbus didn't discover America. He wasn't even the first European to do it.

So why does the 49th anniversary matter? Well, it's not his own national holiday. But many cities and states are celebrating Columbus Day to honor the people who were here first.

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Just this year, at least a dozen US cities -- including San Francisco and Cincinnati -- decided to stop observing Columbus Day and will instead celebrate Indigenous Peoples Day on Monday.



Related Video: Which Native Americans did Columbus encounter? 02:03

For Joe Curtatone, the mayor of Somerville, Massachusetts, the decision was easy.

"Columbus Day is a relic of an outdated and oversimplified version of history," the mayor wrote when announcing the decision last month.

"This issue is a lot like the Confederate flag for southerners. As an Italian-American it feels good that there is an official holiday that is nominally about us. We are proud of our heritage. Yet the specifics of this holiday run so deep into human suffering that we need to shift our pride elsewhere."

Dozens of other cities and entire states, including Minnesota, Alaska, Vermont and Oregon, have also replaced Columbus Day with Indigenous Peoples Day. Hawaii celebrates Discoverers' Day on the second Monday of October. And South Dakota celebrates Native American Day.

So what did Columbus really do?

He wasn't the first to discover the New World, the term generally used to refer to the modern-day Americas. Indigenous people had been living there for centuries by the time Columbus arrived in 1492.



A 76-foot statue of Christopher Columbus stands in New York City's Columbus Circle.

He wasn't the first European in the New World, either. Leif Eriksson and the Vikings beat him to it five centuries earlier. But Columbus did pave the way for the "European exploration, exploitation, and colonization of the Americas," according to the Encyclopedia Britannica.

While many schoolchildren learn about the Niña, the Pinta and the Santa Maria, less appealing details of Columbus' journeys include the enslavement of Native Americans and the spread of deadly diseases.



The indigenous societies of the Americas "were decimated by exposure to Old World diseases, crumbling under the weight of epidemic," historian David M. Perry wrote.

"Columbus didn't know that his voyage would spread diseases across the continents, of course, but disease wasn't the only problem. ... He also took slaves for display back home and to work in his conquered lands."

But there's no doubt that Columbus' voyages "had an undeniable historical impact, sparking the great age of Atlantic exploration, trade and eventually colonization by Europeans," Perry wrote.

The very different presidential takes on Columbus Day

President Benjamin Harrison started celebrating Columbus Day in 1892 to mark the 400th anniversary of Columbus' landing in the Bahamas. In 1934, President Franklin D. Roosevelt made Columbus Day a national holiday.

Since 1971, presidents have traditionally written a proclamation for every second Monday of October.

Related Article: Columbus Day Fast Facts

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Related Article: At a Navajo veterans' event, Trump makes 'Pocahontas' crack



Related Video: Native Americans of the Caribbean 02:03

Last year, President Donald Trump drew criticism when his first Columbus Day proclamation didn't mention Native Americans.

"The permanent arrival of Europeans to the Americas was a transformative event that undeniably and fundamentally changed the course of human history and set the stage for the development of our great Nation," Trump wrote.

"Therefore, on Columbus Day, we honor the skilled navigator and man of faith, whose courageous feat brought together continents and has inspired countless others to pursue their dreams and convictions — even in the face of extreme doubt and tremendous adversity."

Contrast that with President Barack Obama's proclamation a year earlier, which lauded Columbus' ambition but also acknowledged the uglier side of Columbus' voyages.

"As we mark this rich history, we must also acknowledge the pain and suffering reflected in the stories of Native Americans who had long resided on this land prior to the arrival of European newcomers," Obama wrote, citing "violence, deprivation, and disease."

"As we reflect on the adventurers throughout history who charted new courses and sought new heights, let us remember the communities who suffered, and let us pay tribute to our heritage and embrace the multiculturalism that defines the American experience."



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Supervisor Hilda L. Solis, Contributor
Los Angeles County Board Supervisor, First District

Why Indigenous Peoples Day Matters

10/03/2017 05:30 pm ET

For centuries, American schoolchildren have learned about Christopher Columbus and his voyage to the New World. However, this education has often been incomplete, with limited study dedicated to the treatment of and impacts on the indigenous populations by the colonizing Europeans. Frequently, myths about Europeans bringing a civilizing influence upon the “savage” indigenous populations were shared, learned, and taught to future generations, and these myths slowly engrained themselves in what became our collective interpretation of our national history. The deaths of millions of Native Americans after 1492 to war, famine, forced deportation, and disease were often papered over and ignored, in favor of the celebration of a man who “discovered” a continent where millions of native inhabitants already lived.

Since 1970, the United States has recognized the second Monday in October as “Columbus Day.” Beginning no later than 2019, that will change in the County of Los Angeles.

Today, the Los Angeles County Board of Supervisors passed a motion I authored, along with my co-author Supervisor Sheila Kuehl, that will remove Columbus Day as an official County holiday and replace it with “Indigenous Peoples Day.” Since 1970, instead of Columbus Day, Native Americans have celebrated Indigenous Peoples Day, a day of remembrance of our ancestors, a means of dispelling the myth that Columbus discovered America, and to celebrate the survival, resilience, and deep contributions to all people who now live on this continent.

Recognizing the contributions, history, and sacrifices made by the original inhabitants of Los Angeles and this continent is long overdue. As declared by the presidential proclamation of 2015, Native Americans and their traditions inspire the ideals of self-governance and determination that are the framework of our Nation. Native Americans have provided significant contributions to our American cultural tapestry, including agriculture, medicine, self-governance, music, language, and art. Indeed, the Native American community includes globally-recognized inventors, scholars, and spiritual leaders. This one act of restorative justice is important to many communities throughout the United States and Los Angeles, especially Native Americans, who have some of the highest percentages of depression,



My action at the Board is about publicly recognizing our true and complete history: that America's ancestors, for centuries, oppressed certain minority groups. This is not about erasing history; I believe the full history and impact of Christopher Columbus should be taught to current and future generations. I also believe that the positive contributions of Italian-Americans to our culture should be celebrated and recognized: my motion also designates October 12th of each year as Italian American Heritage Day in the County of Los Angeles. Italian American Heritage Day provides an opportunity for County residents to recognize the contributions of Italian-Americans to the history and culture of Los Angeles.

While we cannot change the past, we can realize and remember the pain that millions suffered throughout our nation's history. We can also recall the tremendous achievements of the original inhabitants of our continent. With Indigenous Peoples Day, I hope we advance this fuller understanding of our history.

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Why Indigenous Peoples Day Matters

240





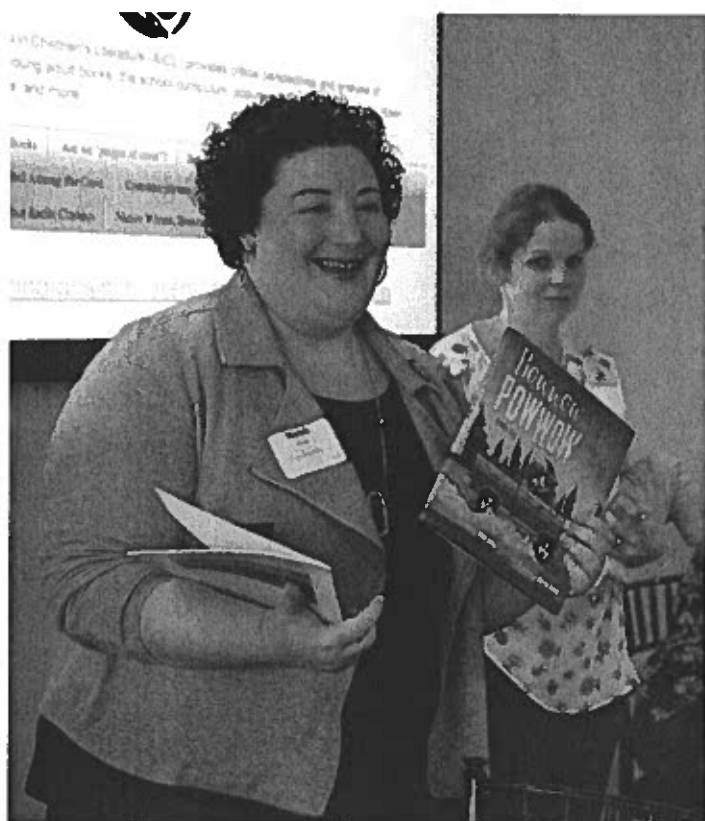
Smithsonian *National Museum of the American Indian*

National Museum of the American Indian

Smithsonian Voices > National Museum of the American Indian

Indigenous Peoples' Day: Rethinking American History

October 7th, 2018, 9:00PM / BY Dennis W. Zotigh and Renee Gokey



Sarah Shear (left), assistant professor of Social Studies Education, Penn State University, and teachers working with students from kindergarten through high school take part in an Indigenous People's Curriculum Day and Teach-In presented by Teaching for Change and the National Museum of the American Indian. September 2018, Washington, D.C. (© Rick Reinhard)

“The most American thing about America is American Indians.” —Paul Chaat Smith (Comanche)

The first documented observance of Columbus Day in the United States took place in New York City in 1792, on the 300th anniversary of Columbus's landfall in the Western Hemisphere. The holiday originated as an annual celebration of Italian-American heritage in San Francisco in 1869. In 1934, at the request of the Knights of Columbus and New York City's Italian community, President Franklin Delano Roosevelt declared the first national observance of Columbus Day. President Roosevelt and the U.S. Congress made October 12 a national holiday in 1937. In 1972 President Richard Nixon signed a proclamation making the official date of the holiday the second Monday in October.

In the forefront of the minds of many Native people throughout the Western Hemisphere, however, is the fact the colonial takeovers of the Americas, starting with Columbus, led to the deaths of millions of Native people and the forced assimilation of survivors. Generations of Native people have protested Columbus Day. In 1977, for example, participants at the United Nations International Conference on Discrimination against Indigenous Populations in the Americas proposed that Indigenous Peoples' Day replace Columbus Day.

Indigenous Peoples' Day recognizes that Native people are the first inhabitants of the Americas, including the lands that later became the United States of America. And it urges Americans to rethink history.

The movement to replace Columbus Day with Indigenous Peoples' Day has gained momentum and spread to states, cities, and towns across the United States. The first state to rename Columbus Day was South Dakota in 1990. Hawai'i has also changed the name of its October 12 holiday to Discoverers' Day in honor of the Polynesian navigators who peopled the islands. Berkeley, California, became the first city to make the change in 1992, when the city council renamed Columbus Day as Indigenous Peoples' Day. In 2015 an estimated 6,000 Native people and their supporters gathered at Randall's Island, New York, to recognize the survival of the Indigenous peoples of the Western Hemisphere. The demonstration's success and the worldwide media attention it attracted planted the seeds for creating an Indigenous Peoples' Day in New York City.

The following states now observe Native American or Indigenous Peoples' Day:

- Alaska
- Hawai'i
- Minnesota
- Oregon
- South Dakota
- Vermont

Cities have often led the way, including:

- Anchorage, Alaska
- Flagstaff and Phoenix, Arizona
- Berkeley, Burbank, Long Beach, Los Angeles, San Fernando, San Francisco, San Luis Obispo, Santa Cruz, and Watsonville, California
- Boulder, Denver, and Durango, Colorado
- Moscow, Idaho
- Evanston and Oak Park, Illinois
- Davenport and Iowa City, Iowa
- Lawrence and Wichita, Kansas
- Berea, Brodhead, Burnside, Corbin, Crab Orchard, Frankfort, Harrodsburg, Hopkinsville, Junction City, Lancaster, Liberty, Livingston, London, Louisville, Mt. Vernon, Perryville, Prestonsburg, Richmond, Russell Springs, Science Hill, Somerset, Springfield, Stanford, and Taylorsville, Kentucky
- Bangor, Belfast, Brunswick, Gouldsboro, Orono, and Portland, Maine

- Amherst, Brookline, Cambridge, Northampton, and Somerville, Massachusetts
- Alpena, Ann Arbor, Detroit, East Lansing, Traverse City, and Ypsilanti, Michigan
- Bemidji, Grand Rapids, Minneapolis, St. Paul, and Red Wing, Minnesota
- Kansas City, Missouri
- Bozeman, Montana
- Lincoln, Nebraska
- Durham, New Hampshire
- Albuquerque and Santa Fe, New Mexico
- Akron, Ithaca, Newstead, Rochester, and the Village of Lewiston, New York
- Asheville, Carrboro, and Kernersville, North Carolina
- Fargo, North Dakota
- Cincinnati and Oberlin, Ohio
- Anadarko, El Reno, Lawton, Okmulgee, Norman, Oklahoma City, Tahlequah, and Tulsa, Oklahoma
- Corvallis, Eugene, and Portland, Oregon
- Lancaster, Pennsylvania
- Austin, Texas
- Nashville, Tennessee
- Salt Lake City, Utah
- Charlottesville, Virginia
- Bainbridge Island, Olympia, Seattle, Spokane, Tacoma, and Yakima, Washington
- Harpers Ferry, West Virginia
- Madison, Wisconsin

Even so, in 2018 Columbus mythology continues to be young American students' first introduction to encountering different cultures, ethnicities, and peoples. Teaching more accurate and complete narratives and differing perspectives is key to rethinking history. Universities and schools across the country are considering this and have changed the holiday's name. This September the museum and Teaching for Change, a Washington-based national education organization, hosted an Indigenous People's Curriculum Day and Teach-In for more than 100 teachers working with students from kindergarten through 12th grade. Sessions ranged from how to join the movement to Abolish Columbus Day; to skills-based sessions such as critical literacy, art, and facilitated dialogue; to inquiry-based lessons on American Indian Removal available in the museum's Native Knowledge 360° online resources.

The Teach-In began with a keynote presentation by Dr. Sarah Shear, assistant professor of Social Studies Education at Penn State University—Altoona, who has researched U.S. national and state history standards from all 50 states and the District of Columbia. Her research—conducted with Ryan T. Knowles, Gregory J. Soden, and Antonio J. Castro and published in 2015 in “Manifesting Destiny: Re/presentations of Indigenous Peoples in K–12 U.S. History Standards”—includes a statistic now cited by many different stakeholders in education: 87 percent of references to Native Americans in U.S. curricula are in the context of American history before 1900. “The narrative presented in U.S. history standards,” Dr. Shear and her colleagues believe, “when analyzed with a critical eye, directed students to see Indigenous Peoples as a long since forgotten episode in the country's development.” They see serious implications in the way the United States teaches its history:

When one looks at the larger picture painted by the quantitative data, it is easy to argue that the narrative of U.S. history is painfully one sided in its telling of the American narrative, especially with regard to Indigenous Peoples' experiences. . . .

The qualitative findings further illuminate a Euro-American narrative that reinstitutes the marginalization of Indigenous cultures and knowledge. Indigenous Peoples are left in the shadows of Euro-America's destiny, while the cooperation and conflict model provides justification for the eventual termination of Indigenous Peoples from the American landscape and historical narrative. Finally, a tone of detachment, especially with long lists of legal and political terms, dismisses the humanity of Indigenous cultures and experiences in the United States.

But things are changing. On Monday, October 8, 2018, states, cities, towns, counties, community groups, churches, universities, schools, and other institutions will observe Indigenous Peoples' Day or Native American Day with activities that raise awareness of the rich history, culture, and traditions of the Indigenous peoples of the Americas.

They will do so thanks to Native people, their supporters, and others who have gathered for decades and continue to gather now at prayer vigils, powwows, symposiums, concerts, lectures, rallies, and classrooms to help America rethink American history.

Renee Gokey (Eastern Shawnee/Sac and Fox/Miami) is an education specialist at the Smithsonian's National Museum of the American Indian in Washington, D.C.

Dennis W. Zotigh (Kiowa/San Juan Pueblo/Santee Dakota Indian) is a member of the Kiowa Gourd Clan and San Juan Pueblo Winter Clan and a descendant of Sitting Bear and No Retreat, both principal war chiefs of the Kiowas. Dennis works as a writer and cultural specialist at the Smithsonian's National Museum of the American Indian in Washington, D.C.

Tags:

American History, Education, Learning, Native

The New York Times

STUDENT OPINION

Should Columbus Day Be Replaced With Indigenous Peoples Day?

By Katherine Schulten

Oct. 4, 2018

Does your school or community recognize Columbus Day as an official holiday? What do you know about Christopher Columbus, and what did you learn about him in school?

Below, more information about the movements to remove statues of Columbus and replace Columbus Day with Indigenous Peoples Day — as well as an Op-Ed that questions those movements. After you read both, let us know what you think by posting a comment.

In this 2014 piece, “Columbus Day, or ‘Indigenous Peoples’ Day’?,” Jake Flanagin explains why many are arguing it should be replaced:

It’s a controversial day with a turbulent history. “This historically problematic holiday — Columbus never actually set foot on the continental U.S. — has made an increasing number of people wince, given the enslavement and genocide of Native American people that followed in the wake of the Nina, Pinta and Santa Maria,” writes Yvonne Zipp for The Christian Science Monitor. “The neighborhood wasn’t exactly empty when he arrived in 1492.”

Back in 1992 — 500 years after Columbus’s fateful landing in the Caribbean — Berkeley, Calif., was the first American city to repurpose his day in honor of Native America. “Talk of an alternative Columbus Day dates back to the 1970s,” writes Nolan Feeney for Time, “but the idea came to Berkeley after the First Continental Conference on 500 Years of Indian Resistance in Quito, Ecuador, in 1990. That led to another conference among Northern Californian Native American groups.” Attendees brought the idea in front of the Berkeley City Council, after which they “appointed a task force to investigate the ideas and Columbus’ historical legacy.” Two years later, council members officially instated Indigenous Peoples’ Day in lieu of Columbus by a unanimous vote.

The California state senator Lori Hancock, then the mayor of Berkeley, remembers encountering Italian-American pushback similar to that in Seattle. “We just had to keep reiterating that that was not the purpose,” she told Mr. Feeney. “The purpose was to really affirm the incredible legacy of the indigenous people who were in the North American continent long before Columbus.”

In September 2017, a statue of Columbus in New York City was defaced with red paint stained on his hands, symbolizing his role in the genocide of Native Americans. In Baltimore, another statue of Columbus was graffitied with the words: "Racism: Tear it down."

But in an Op-Ed last October called "Tearing Down Statues of Columbus Also Tears Down My History," John M. Viola, president and chief operating officer of the National Italian American Foundation, argued:

I appreciate that for many people, including some Italian-Americans, the celebration of Columbus is viewed as belittling the suffering of indigenous peoples at the hands of Europeans. But for countless people in my community, Columbus, and Columbus Day, represent an opportunity to celebrate our contributions to this country.

...I have never been one to blindly uphold any single figure as the representative of all things Italian-American, since all individuals are flawed, and all monuments represent just a snapshot of our history, now measured against 21st-century sensibilities. Some undoubtedly require re-evaluation, but that process should not include violence, vandalism and destruction of property. The "tearing down of history" does not change that history. In the wake of the cultural conflict that has ripped us apart over these months, I wonder if we as a country can't find better ways to utilize our history to eradicate racism instead of inciting it. Can't the monuments and holidays born of our past be reimagined to represent new values for our future?

...Respect for historical monuments should not signify blind acceptance of the values and judgments of past societies; rather, they should be instructive tools in our quest to understand our history and use it to better meet the challenges of the present. If we allow uncontrolled tearing down of memorials or unilateral reinterpretation of American history, then we will be damaging our democracy by limiting vigorous debate on our history, with all its beauty and blemishes. In his first inaugural address at the onset of the Civil War, Abraham Lincoln called on Americans to allow a national dialogue led by the "better angels of our nature." I think his counsel remains as wise and essential today as it was then.

We at the National Italian American Foundation strongly condemn the defacing of historical monuments and expect elected officials and law enforcement to protect our public memorials from further damage so that a true conversation on their place in modern society can be organized. We believe Christopher Columbus represents the values of discovery and risk that are at the heart of the American dream, and that it is our job as the community most closely associated with his legacy to be at the forefront of a sensitive and engaging path forward, toward a solution that considers all sides.

Students: Read both articles, then tell us:

— Why does the United States celebrate Columbus Day? In your opinion, is the holiday problematic?

- What do you think of the argument for changing the name and focus of the holiday from Columbus to Indigenous Peoples Day? Does it dishonor the heritage of Italian-Americans, a group that has also faced discrimination? Or does it serve to recognize and affirm the overlooked history and contributions of Native Americans?
- Do you think changing the name of the holiday can change the way indigenous peoples are treated and remembered in United States history? Or is this move largely symbolic?
- Where do you stand in terms the statue debate? Should all Christopher Columbus statues across the United States be taken down? Why or why not?
- What ideas or arguments in the two articles do you find most compelling or interesting? Why?

Related: The Teaching Channel offers resources for teaching “Un-Columbus Day,” the Anti-Defamation League has a lesson plan called Columbus Day or Indigenous Peoples Day, and the Zinn Education Project offers Indigenous Peoples Day Resources.

Students 13 and older are invited to comment. All comments are moderated by the Learning Network staff, but please keep in mind that once your comment is accepted, it will be made public.





Town of Arlington, Massachusetts

Articles for Review:

Summary:

Article 31 Bylaw Amendment/Rename Community Preservation Committee
Article 32 Bylaw Amendment/Tree Protection and Preservation
Article 33 Bylaw Amendment/Notice of Demolition
Article 36 Vote/Election Modernization Study Group
Article 37 Vote/Remove Police Chief From Civil Service
Article 42 Home Rule Legislation/Town Treasurer
Article 47 Acceptance of Legislation/PEG Access Fund
Article 50 Local Option/ Short Term Rental Impact Fees

ATTACHMENTS:

Type	File Name	Description
Reference Material	REVISED_Draft_Votes_and_Comments.pdf	Revised Town Counsel Draft Final Votes and Comments
Reference Material	Draft_Votes_and_Comments_Re_2019_ATM_Articles_31__32__33__36__37__42__47__and_50.pdf	Town Counsel Draft Final Votes and Comments



**Town of Arlington
Legal Department**

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To: Select Board

Cc: Adam Chapdelaine, Town Manager
John Leone, Town Moderator
Jennifer Raitt, Planning Director
Arlington Tree Committee
Resident Petitioners

From: Douglas W. Heim, Town Counsel

Date: March 11, 2019

Re: Draft Votes and Comments re: Articles: 31, 32, 33, 36, 37, 42, and 50 *Revised*

I write to provide the Board the following as draft Votes and Comments for your consideration at Monday's Select Board meeting regarding the previously heard, above-referenced warrant articles. I note that where existing bylaw provisions are amended by a vote, underlined text signifies new or additional wording, while strikethrough text signifies words and clauses to be eliminated.

ARTICLE 31

**BYLAW AMENDMENT/RENAME COMMUNITY
PRESERVATION COMMITTEE**

VOTED: That Title I, Article 12 of the Town Bylaws, “Community Preservation Committee” be and hereby is amended to rename the Community Preservation Committee, the “Community Preservation Act Committee” by adding the word “Act” wherever the Committee’s name appears in the bylaw, and replacing the term CPA with “CPAC” throughout, so as to read as follows:

**ARTICLE 12
COMMUNITY PRESERVATION ACT COMMITTEE
(Art. 11 - ATM - 04/29/15)**

Section 1. Establishment and Membership

- a. There is hereby established a Community Preservation Act Committee consisting of a total of nine (9) members pursuant to G.L. c. 44B § 5. The membership shall be composed of one member of the Conservation Commission as designated by such Commission, one member of the Historical Commission as designated by such Commission, one member of the Arlington Redevelopment Board (which serves as the Town's Planning Board) as designated by such Board, one member of the Park and Recreation Commission as designated by such Commission, one member of the Arlington Housing Authority as designated by such authority, and four (4) at-large members appointed by a joint vote of the approval by the Select Board and the Town Manager as follows below in Section 1(b).
- b. Candidates for at-large membership shall be jointly gathered and screened by the Town Manager and the Chairperson of the of the Select Board or their designee, who shall jointly forward recommended candidates for a vote on appointment by the full Select Board plus the Town Manager (a maximum total of six votes representing the five Select Board and the Town Manager). A majority vote the Select Board and the Town Manager shall be required for appointment to an at-large member position.
- c. At-large members shall be appointed to the following initial terms: One (1) for a one-year term, two (2) for two-year terms, and one (1) for a three-year term. All subsequent terms shall be for three years. All other members shall serve a term determined by their designating bodies not to exceed three years. All members, at-large and otherwise, are eligible for

reappointment. Should any appointing or designating authority fail to appoint a successor to a CPAC member whose term is expiring, such member may continue to serve until the relevant authority names a successor.

No At-Large member of the Community Preservation Act Committee shall serve more than six consecutive years at a time. A waiting period of three years shall be imposed on any member of the Committee after serving six consecutive years, if they wish to rejoin the Committee.

- d. A vacancy of the committee shall be filled by the relevant appointing or designating authority.

Section 2. Duties and Responsibilities

The Community Preservation Act Committee shall have all the duties and powers as set forth in G.L. c. 44 §5, including, but not limited to the following:

- a. The Community Preservation Act Committee shall study the needs, possibilities and resources of the Town regarding community preservation. The Committee shall consult with existing municipal boards, including the Select Board, Conservation Commission, the Historical Commission, The Redevelopment Board, the Park and Recreation Commission, the Council on Aging, the Housing Authority, the Finance Committee, and the Capital Planning Committee. As part of its study, the Committee shall hold one or more public informational hearings on the needs, possibilities, and resources of the Town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding the hearing in a newspaper of general circulation in the Town.
- b. The Community Preservation Act Committee shall make recommendations to the Town Meeting for the acquisition, creation, and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; for the acquisition, creation, preservation, and support of community housing; and for rehabilitation or restoration of such open space and community housing that is acquired or created with CPA funds. With respect to community housing, the Committee shall recommend, wherever possible, the reuse of existing buildings

or construction of new buildings on previously developed sites. Recommendations to Town Meeting shall include their anticipated costs.

- c. The Community Preservation Act Committee may include in its recommendation to the Town Meeting a recommendation to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose, or to set aside for later spending funds for general purposes that are consistent with community preservation.
- d. Prior to making its final recommendations to Town Meeting for approval, the Committee shall present draft recommendations to the Select Board, the Finance Committee, and the Capital Planning Committee for comment. Further a designated member of the Select Board, Finance Committee, and Capital Planning Committee shall be permitted, but not required, to serve as a liaison to the Committee

Section 3. Administration and Operation

- a. The Community Preservation Act Committee shall not meet or conduct business without the presence of a quorum. A Majority of the members of the Community Preservation Act Committee all constitute a quorum.
- b. The Community Preservation Act Committee shall approve its actions by majority vote of the quorum.
- c. Each fiscal year, the Committee shall recommend to Town Meeting an operational and administrative budget. The timing of such budget recommendation shall be coordinated with the Town Manager's annual operating budget submission to the Select Board.

Section 4. Amendments

The Community Preservation Act Committee shall, from time to time, review the administration of this by-law, making recommendations, as needed, for changes in the by-law and in administrative practice to improve its operations.

Section 5. Construction and Severability

At all times this by-law shall be interpreted in a manner consistent with G.L. c. 44B, the Community Preservation Act. Should any section, paragraph or part of this chapter be for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph, or part shall continue in full force and effect.

Section 6. Effective Date

Following Town Meeting approval of this by-law, this Title shall take effect immediately upon the approval by the Attorney General of the Commonwealth. Each appointing authority shall have forty five (45) calendar days after approval by the Attorney General to make their initial appointments. Should any appointing authority fail to make their appointment within that allotted time, the Town Manager shall make the appointment from the membership of such appointing authority.

(5 – 0)

COMMENT: The Select Board endorses this straightforward effort to disambiguate the Community Preservation Committee, often known as the “CPC” from the Capital Planning Committee, also known as the “CPC,” by renaming it the Community Preservation Act Committee, or “CPAC.”

ARTICLE 32

BYLAW AMENDMENT/TREE PROTECTION AND PRESERVATION

VOTED: That Title V, Article 16, sections 2.A, 4.C, and 6 be and hereby are amended as follows:

ARTICLE 16 TREE PROTECTION AND PRESERVATION

Section 2. Definitions

A. The following definitions shall apply to this By-law:

"Protected Tree" - Any existing healthy tree on private land with a DBH of ~~ten (10)~~ eight (8) inches or greater, located in the setback area, which does not pose an immediate hazard to person or property or is not under imminent threat of disease or insect infestation.

"Tree Plan" - A site plan drawn and stamped by a certified land surveyor or engineer showing all Protected Trees in the setback areas, public shade trees on the property, and indicating, on the site plan or in a separate document, which Protected Trees will be retained, which will be removed, and, how critical root zones of each protected tree and public shade tree will be protected from damage during site work ~~as to Protected Trees which will be removed, as well as whether mitigation will be by replacement on the property or by payment into the Tree Fund;~~

"Tree Removal" - The cutting down or effective destruction during demolition or construction activities of a tree intentional or unintentionally.

Section 4. Procedures and Requirements for the Preservation of Trees

- C. For each Protected Tree removed, there shall be either ~~(1) a replacement tree planted on the property no later than 180 days after the Certificate of Occupancy is issued, of a minimum caliper of two and a half (2.5) inches and of a species native to the area and expected to reach a height of 50 feet or more at maturity; or~~ (2) a payment made to the Tree Fund prior to the commencement of work on the property, in the amount set by a mitigation schedule approved by the Select Board assigning a value per inch of DBH of Protected Tree(s) to reflect the cost of planting and caring for new public trees, which the Town shall use to plant replacement trees in the vicinity of the tree removal or in other locations in the discretion of the Tree Warden.

Section 6. Administration

The Select Board shall establish further administrative rules and regulations for the review and approval of Tree Plans, as well as enforcement determinations necessary to effectuate the purposes of this bylaw, including, but not limited to further definitions, tree plan requirements, and procedures. Failure to issue rules and regulations will not have the effect of suspending or invalidating this By-law.

(5 – 0)

COMMENT: Upon the recommendation of the Tree Committee and the Tree Warden, the Select Board unanimously urges Town Meetings approval of five adjustments to the Town's Tree Protection and Preservation Bylaw, which are as follows:

1. Increasing the number of protected trees covered by the bylaw by changing the minimum size of trees subject to protections from 10 DBH (diameter breast height) to 8 DBH because an insufficient number of trees in the canopy are protected at present;
2. Removing the mitigation option which invites property owners and developers to plant their own replacement trees. Unfortunately, because mitigation trees are often inadequately planted or cared for they fail to thrive. Moreover, holding contractors accountable for dead or dying mitigation trees has proved impracticable;

3. Requiring additional information to be included on Tree Plans, including representing public shade trees and detailing how critical root zones of protected trees will be inured from fatal damage during construction activities.
4. Refining the definition of tree removal such that trees which are intentionally or unintentionally fatally harmed without being cut down are covered by the bylaw; and
5. Explicitly and transparently empowering the Select Board to promulgate regulations necessary to achieve the intent of the bylaw, which also serves to keep the bylaw itself relatively simple.

ARTICLE 33

BYLAW AMENDMENT/NOTICE OF DEMOLITION

VOTED: That Title VI, Article 7 (“Notice of Demolition”) of the Town Bylaws be and hereby is amended to add “Protected Tree Removal” to the categories of activities requiring notice to abutters, as follows:

NOTICE OF DEMOLITION, OPEN FOUNDATION EXCAVATION, PROTECTED TREE REMOVAL, NEW CONSTRUCTION, OR LARGE ADDITIONS

A. The owner of any building or parcel who intends to have such building demolished, engage in open foundation excavation, engage in new residential construction, remove protected trees in advance of new residential construction, or build a large addition must at least seven (7) calendar days prior to the commencement of any site work (including demolition, tree removal, or open foundation excavation), or within seven (7) calendar days of the filing of an application for a Building Permit, whichever date is earlier, give notice by first-class mail to all abutters and current occupants (to the extent practicable) within 200 feet of such building or construction site before such demolition, construction, or open foundation excavation can commence.

B. The notice required herein shall, at a minimum, contain contact information for the developer or contractor, a site plan and/or tree plan for any applicable residential demolition, open foundation excavation, protected tree removal, alteration or construction project, as well as information detailing the hours of operation for the project, anticipated completion date, work schedule, and health safety, and abutting property protections, and as appropriate, noise abatement measures applied by the developer or contractor of the project.

C. “Demolition” shall be defined as the act of pulling down, destroying, removing, or razing 50 % or more of a building, or commencing the work of total or substantial destruction with the intent of completing the same.

“Open foundation excavation” shall be defined as an open and exposed excavation for the purposes of constructing or expanding a residential building foundation. Satisfaction of open foundation excavation requirements of this Article shall not be construed to satisfy any additional requirements set forth in Title V Article 3 of these bylaws.

“Large additions” shall be defined as an alteration or addition in any residential district which increases the size of a building by 750 square feet or more, or by 50% or more of the existing building's gross floor area.

“Protected tree removal” shall be defined as removal of “Protected Trees” as defined in Title V Article 16 (“Tree Protection and Preservation”), Section 2.A and set forth in Title V Article 16, Section 3.A(3).

D. Prior to issuance of a demolition or building permit, or commencing an open foundation excavation or protected tree removal the applicant shall demonstrate to the satisfaction of the Inspector of Buildings (or the Tree Warden in the case of protected tree removal prior to new residential construction) that they have given the notice required herein, by providing a list of those notified, a copy of the notice, and an affidavit stating when it was mailed.

E. Violators of this bylaw will be subject to a fine of \$200 per day upon notification of the Building Inspector.

(5 – 0)

COMMENT: The Select Board requests Town Meeting support this article which builds upon the recently revised notice of demolition bylaw to ensure that neighbors are also alerted to pre-construction activity which removes trees protected by the Town’s Tree Protection and Preservation bylaw. The revised notice bylaw would also ensure that Tree Plans, already required by the Tree Protection Bylaw, are included in the “Good Neighbor Agreement” documents contractors and owners provide to neighbors. The Board notes the Tree Committee’s support for positive action on this score.

ARTICLE 36

VOTE/ELECTION MODERNIZATION STUDY GROUP

VOTED: That Town Meeting hereby establishes an Election Modernization Study Committee to be structured, organized, and charged as follows:

Election Modernization Study Committee

1. Committee Membership and Organization

A. The Committee shall consist of eleven (11) members

- **The Town Clerk or their designee**
- **One member of the Board of Registrars to be determined by such Board;**
- **The Select Board Administrator or their designee**
- **The Town Moderator or their designee;**
- **One member of the School Committee as determined by the Committee;**
- **One member of the Disability Commission as determined by the Commission;**
- **One representative of the Town Republican Committee;**
- **One representative of Town Democrat Committee;**
- **Three residents to be appointed by the Town Moderator, one of whom is to be a green card-holding resident, one of whom is to have been a resident for less than five (5) years, and one of whom is to be a high school student;**

B. The Town Moderator or their designee shall serve as chair of the committee for the purposes of the committee's first organizational meeting, in which the Committee may elect officers as it deems appropriate.

2. Committee Charge

The Committee is charged with comprehensively examining how to improve the Town's electoral practices and systems, including but not limited to:

- A. Voter eligibility rules in town elections;**
- B. Voter registration policies and practices;**
- C. Public engagement in the local election process;**
- D. The status of the Town's voting equipment and options for improvements thereof;**
- E. The Town's process for counting votes;**
- F. Ranked-choice voting;**
- G. Early voting policies and practices; and**
- H. Polling locations;**
- I. Polling location accessibility.**

3. Committee Reports

A. The Committee shall provide an interim report to the Town Clerk and the Select Board on or before [insert date] to:

- i. Make ranked recommendations on any and all improvements which can be made to Town electoral systems and practices before the 2019 Fall election cycle; and**

ii. Offer any recommended Town Meeting warrant articles for inclusion on the 2020 Annual Town Meeting Arrant.

B. The Committee shall provide a final report to the 2020 Town Meeting on all of the subjects listed herein.

4. Dissolution

Absent a vote of the 2020 Annual Town Meeting to maintain it, the Committee shall dissolve following the close of the 2020 Annual Town Meeting.

(5 – 0)

COMMENT: As more opportunities are being afforded to cities and towns to modernize their management of local elections, encourage wider participation in elections, and increase voter access, the Select Board strongly urges Town Meeting to establish a study committee to comprehensively examine the Town's election practices, policies, and opportunities for improvement. The Board further urges such action with an aggressive and clear timeframe for recommendations that incorporates the perspective of a wide group of stakeholders. By doing so, the Select Board is hopeful that we can start by identifying and committing to capitalizing on "low-hanging fruit" prior to the Fall 2019 Election cycle, and then carry momentum forward, proactively assessing and availing ourselves of best practices in local elections.

ARTICLE 37

VOTE/REMOVE POLICE CHIEF FROM CIVIL SERVICE

VOTED: That the Town of Arlington hereby removes the position of 'Chief of Police' of the Arlington Police Department from civil service, thereby divesting said position from all the rights and obligations set forth in G.L. c. 31 and its civil service predecessors in law including, but not limited to c. 19 of the Revised Laws and c. 320 of the Acts of 1884. This vote has no effect on the civil service status of any other Town of Arlington employee.

(3 – 2)

Ms. Mahon and Mr. Hurd voted in the negative.

COMMENT: A majority of the Select Board supports the request of the Town Manager to remove the Police Chief position from civil service. In short, civil service in Massachusetts provides and requires certain procedures and criteria for hiring, promotion, and termination of civil service classified positions. Under the current system, the Town's options for hiring a new permanent police chief are determined in part by who opts to take the civil service exam for the position and what each candidates' score on the exam yields.¹ As such, whether the Town engages in a police chief search internally or in a so-called "open search," the Town is limited to the pool of candidates that take and score well on the civil service exam.

¹ There are additional factors, which can favor a candidate's overall score including for example their status as a veteran of the armed services.

Members of the Board voting in the negative rightly point out that civil service affords an additional layer of process before civil service employees can be terminated or disciplined, and as such greater autonomy from the Manager. Further, officers have presented individual members of the Select Board nuanced views of the positives and negatives of keeping the position in civil service. Mindful of quality arguments of members of the Board and with great confidence in excellence of the acting chief, captains, and other ranking officers, the majority of the Board still believes that the value of being able to set the criteria for qualifications and engage in as broad of a search as possible weighs in favor of a positive recommendation to Town Meeting.²

Finally, the Manager represents that he is committed first to putting the minimum qualifications for the chief position and the proposed hiring process before the Select Board for feedback and endorsement if the position is successfully removed from civil service. Second, the Manager is also committed to looking to fill the chief position with an internal candidate who meets such criteria.

ARTICLE 42

HOME RULE LEGISLATION/TOWN TREASURER

VOTED: That the Town does hereby request and authorize the Select Board to file Home Rule Legislation to provide substantially as follows:

“AN ACT AMENDING THE TOWN MANAGER ACT OF ARLINGTON RELATIVE TO THE APPOINTMENT AND MANAGEMENT OF THE TOWN TREASURER”

Section 1. Chapter 503 of the Acts of 1952 (The Town Manager Act of Arlington) as subsequently amended, is hereby amended as follows:

First, by amending Section “8” Election of Other Officers so as to strike the words and punctuation the “treasurer and town collector,” so as to read as follows (strike through text indicating words and punctuation to be deleted):

Section 8. Election of Other Officers.

The election of Town Clerk, ~~treasurer and town collector~~, and assessors shall continue as presently provided. Notwithstanding the election of the officers named in this section, by voters of the town, they shall be subject to the call of the manager for consultation, conference and discussion on matters relating to their respective offices.

² The Board also notes that statutory protections for employees, especially police chiefs, terminated for reasons other than cause, including G.L. c. 151B sec. 4 (prohibiting retaliation under the State’s discrimination laws), G.L. c. 149 sec. 185 (Massachusetts Whistleblower Statute) and G.L. c. 41 sec.97 (affording police chiefs rights to a hearing for termination for cause, as modified by the Town Manager Act).

Second, by amending Section 15(a) to strike the words and punctuation “Town Treasurer and Collector” so as to read as follows:

“Section 15. Powers and Duties of Manager.

In addition to the specific powers and duties provided in this act the Town Manager shall have the general powers and duties enumerated in this section:

- (a) *The Town Manager shall supervise and direct the administration of all departments, commissions, boards and offices, except the Board of Selectmen, the School Committee, Moderator, Town Clerk, ~~Town Treasurer and Collector,~~ Board of Assessors, Registrars of Voters, Election Officers, Boards of Appeal, the Finance Committee, the Capital Budget Committee and the Personnel Review and Appeals Board.*

While the town manager shall not supervise the board of assessors as an elected body, the town manager shall supervise and direct the administration of the assessors’ office and appoint the director of assessments in accordance with subsection (c). The director of assessments and all other assessors’ office personnel, except for the board of assessors, employed or in office when this act takes effect shall continue in their respective positions subject to chapter 31 or 150E of the General Laws, or both such chapters, if applicable, but otherwise subject to removal by the town manager as provided in this section.

Nothing in this section shall otherwise abridge the authorities or responsibilities of the board of assessors as set forth in chapter 41 of the General Laws or any other general law.

Third, by amending Section 15(c) as follows to insert the Town Treasurer and Collector as an appointee under said Section so as to read as follows (underscored text indicated new language):

- (c) *The town manager shall also appoint upon merit and fitness alone, the Town's Comptroller (also vested with the authorities of a "Town Accountant") and the Town Treasurer and Collector subject to the approval of the Select Board. Appointment of the Comptroller and the Town Treasurer and Collector shall become effective upon the approval of the Select Board. If the Select Board fails to act by approving, rejecting, or requesting additional reasonable time to consider a candidate however, appointment shall become effective on the thirtieth day following the day on which notice of the proposed appointment is filed with the Board. For the purposes of this section, notice of appointment shall be considered filed with the board when such notice is filed at an open meeting of the Select Board.*

The Comptroller or the Town Treasurer and Collector may be removed by the town manager subject to the approval of the Select Board. Removal of the Comptroller or Treasurer shall become effective upon approval of the Select Board. If the Select Board shall fail to act, by approving, rejecting, or requesting additional reasonable time to consider a termination however, removals made by the town manager shall become effective on the fifteenth day following the day on which notice of the proposed removal is filed with the Select Board. For the purposes of this section, notice of removal shall be considered filed with the Board when such notice is filed at an open meeting of the Select Board. Nothing in this paragraph shall supersede or abridge the Comptroller's employment rights afforded by state law.

Notwithstanding the foregoing section (c), the Comptroller and Treasurer shall be authorized to report directly to the Chairperson of the Select Board, or any Member of the Board, on any matter in the Town at any time, without the necessity of prior approval from the Town manager or any other official..

Section 2. This Act shall take effect upon its passage.”

(5 -- 0)

COMMENT: The Select Board endorses this article to bring the Town Manager Act up to date with the conversion of the Town Treasurer from an elected to an appointed office in a manner consistent with recent Town Manager Act revisions to the appointment of the Town Comptroller. Modifications to the Town Bylaws to the same effect were recently acted upon positively by Special Town Meeting and await Attorney General approval.

ARTICLE 47

ACCEPTANCE OF LEGISLATION/PEG ACCESS FUND

VOTED: That the Town hereby accepts General Laws Chapter 44, Section 53F^{3/4}, which establishes a special revenue fund known as the PEG Access and Cable Related Fund, to reserve cable franchise fees and other cable-related revenues for appropriation to support PEG access services and oversight and renewal of the cable franchise agreement, the fund to begin operation for fiscal year 2020 which begins on July 1, 2019.

(5 – 0)

COMMENT: The acceptance of this legislation is necessary to reserving PEG Access and cable related funds from our cable franchise license holders (Verizon, Comcast, and RCN) for our PEG Access provider, ACMI. Given ACMI's years of quality service in providing educational and government access programming, among other things, the Board respectfully requests Town Meeting's support on this article.

ARTICLE 50

LOCAL OPTION/SHORT TERM RENTAL IMPACT FEES

****REVISED***

VOTED: That the Town does hereby adopt provisions of G.L. c. 64F (“Act Regulating and Insuring Short-Term Rentals”, Sections 3D(a) and 3D(b) regarding the authorization of the Town to assess two local option community impact fees from short-term rental units in Arlington, including any subsequent amendments or modifications thereto, such adoption shall be effective upon acceptance.

(5 – 0)

COMMENT: Recognizing the impacts that short-term rental units (such as Air BnB and VRBO) have on communities, the Commonwealth now allows municipalities to adopt two supplemental two local option “community impact fees,” which operate similarly the excise tax on hotel rooms. Thirty-five percent of the impact fee revenues must be dedicated to affordable housing or local infrastructure projects, but the remaining balance of funds may be appropriated for any legal purpose. As such, the Board urges Town Meeting to adopt this straightforward and equitable local option.

The Town does not possess perfect data on the number of short-term rental units in Arlington, but website surveys suggest the number of active properties may be less than 100 with many consisting of rooms or small units within owner-occupied homes. For rentals in the range of \$100 to \$200 per night, the cost of the community impact fee is between \$3 and \$6 dollars per evening. For the most expensive short-term rentals in the community, \$500 to \$1,000, the added cost would be \$15 to \$30 per night. Hence, both the expected overall community impact fee revenue collected by the Town, and the impact on local short-term rental owners is likely to be modest. Nonetheless, such fee revenues can be used to the community’s betterment.

The Board notes that c. 64F allows the Town to opt to assess the fee only on certain types of short-term rental units. Were the Town to accept only c. 64G, § 3D(a), the fee would apply only to “professionally managed units,” essentially meaning rentals that do not include an operator’s primary residence within the dwelling. The Town may (but is not required to) also adopt § 3D(b), which applies to units located within dwellings that includes an operator’s primary residence. Based upon the short-term rental landscape in Arlington, the Board recommends Town Meeting adopt both sections 3D(a) and 3D(b).

I look forward to discussing these articles further at hearing with the Board.



**Town of Arlington
Legal Department**

Douglas W. Heim
Town Counsel

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Website: www.arlingtonma.gov

To: Select Board

Cc: Adam Chapdelaine, Town Manager
John Leone, Town Moderator

From: Douglas W. Heim, Town Counsel

Date: March 8, 2019

Re: Draft Votes and Comments re: Articles: 31, 32, 33, 36, 37, 42, and 50

I write to provide the Board a summary of the above-referenced 2019 Annual Town Meeting warrant articles to assist in the Board's consideration of these articles at its upcoming hearing on February 25, 2019. As the Board will recall, where draft motions appear, new or additional language is underscored, while removed language is provided in "strikethrough."

ARTICLE 31

**BYLAW AMENDMENT/RENAME COMMUNITY
PRESERVATION COMMITTEE**

VOTED: That Title I, Article 12 of the Town Bylaws, “Community Preservation Committee” be and hereby is amended to rename the Community Preservation Committee, the “Community Preservation Act Committee” by adding the word “Act” wherever the Committee’s name appears in the bylaw, and replacing the term CPA with “CPAC” throughout, so as to read as follows:

ARTICLE 12
COMMUNITY PRESERVATION ACT COMMITTEE
(Art. 11 - ATM - 04/29/15)

Section 1. Establishment and Membership

- a. There is hereby established a Community Preservation Act Committee consisting of a total of nine (9) members pursuant to G.L. c. 44B § 5. The membership shall be composed of one member of the Conservation Commission as designated by such Commission, one member of the Historical Commission as designated by such Commission, one member of the Arlington Redevelopment Board (which serves as the Town's Planning Board) as designated by such Board, one member of the Park and Recreation Commission as designated by such Commission, one member of the Arlington Housing Authority as designated by such authority, and four (4) at-large members appointed by a joint vote of the approval by the Select Board and the Town Manager as follows below in Section 1(b).
- b. Candidates for at-large membership shall be jointly gathered and screened by the Town Manager and the Chairperson of the of the Select Board or their designee, who shall jointly forward recommended candidates for a vote on appointment by the full Select Board plus the Town Manager (a maximum total of six votes representing the five Select Board and the Town Manager). A majority vote the Select Board and the Town Manager shall be required for appointment to an at-large member position.
- c. At-large members shall be appointed to the following initial terms: One (1) for a one-year term, two (2) for two-year terms, and one (1) for a three-year term. All subsequent terms shall be for three years. All other members shall serve a term determined by their designating bodies not to exceed three years. All members, at-large and otherwise, are eligible for reappointment. Should any appointing or designating authority fail to appoint a successor to a CPAC member whose term is

expiring, such member may continue to serve until the relevant authority names a successor.

No At-Large member of the Community Preservation Act Committee shall serve more than six consecutive years at a time. A waiting period of three years shall be imposed on any member of the Committee after serving six consecutive years, if they wish to rejoin the Committee.

- d. A vacancy of the committee shall be filled by the relevant appointing or designating authority.

Section 2. Duties and Responsibilities

The Community Preservation Act Committee shall have all the duties and powers as set forth in G.L. c. 44 §5, including, but not limited to the following:

- a. The Community Preservation Act Committee shall study the needs, possibilities and resources of the Town regarding community preservation. The Committee shall consult with existing municipal boards, including the Select Board, Conservation Commission, the Historical Commission, The Redevelopment Board, the Park and Recreation Commission, the Council on Aging, the Housing Authority, the Finance Committee, and the Capital Planning Committee. As part of its study, the Committee shall hold one or more public informational hearings on the needs, possibilities, and resources of the Town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding the hearing in a newspaper of general circulation in the Town.
- b. The Community Preservation Act Committee shall make recommendations to the Town Meeting for the acquisition, creation, and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; for the acquisition, creation, preservation, and support of community housing; and for rehabilitation or restoration of such open space and community housing that is acquired or created with CPA funds. With respect to community housing, the Committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites. Recommendations to Town Meeting shall include their anticipated costs.

- c. The Community Preservation Act Committee may include in its recommendation to the Town Meeting a recommendation to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose, or to set aside for later spending funds for general purposes that are consistent with community preservation.
- d. Prior to making its final recommendations to Town Meeting for approval, the Committee shall present draft recommendations to the Select Board, the Finance Committee, and the Capital Planning Committee for comment. Further a designated member of the Select Board, Finance Committee, and Capital Planning Committee shall be permitted, but not required, to serve as a liaison to the Committee

Section 3. Administration and Operation

- a. The Community Preservation Act Committee shall not meet or conduct business without the presence of a quorum. A Majority of the members of the Community Preservation Act Committee all constitute a quorum.
- b. The Community Preservation Act Committee shall approve its actions by majority vote of the quorum.
- c. Each fiscal year, the Committee shall recommend to Town Meeting an operational and administrative budget. The timing of such budget recommendation shall be coordinated with the Town Manager's annual operating budget submission to the Select Board.

Section 4. Amendments

The Community Preservation Act Committee shall, from time to time, review the administration of this by-law, making recommendations, as needed, for changes in the by-law and in administrative practice to improve its operations.

Section 5. Construction and Severability

At all times this by-law shall be interpreted in a manner consistent with G.L. c. 44B, the Community Preservation Act.

Should any section, paragraph or part of this chapter be for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph, or part shall continue in full force and effect.

Section 6. Effective Date

Following Town Meeting approval of this by-law, this Title shall take effect immediately upon the approval by the Attorney General of the Commonwealth. Each appointing authority shall have forty five (45) calendar days after approval by the Attorney General to make their initial appointments. Should any appointing authority fail to make their appointment within that allotted time, the Town Manager shall make the appointment from the membership of such appointing authority.

(5 – 0)

COMMENT: The Select Board endorses this straightforward effort to disambiguate the Community Preservation Committee, often known as the “CPC” from the Capital Planning Committee, also known as the “CPC,” by renaming it the Community Preservation Act Committee, or “CPAC.”

ARTICLE 32

BYLAW AMENDMENT/TREE PROTECTION AND PRESERVATION

VOTED: That Title V, Article 16, sections 2.A, 4.C, and 6 be and hereby are amended as follows:

ARTICLE 16 TREE PROTECTION AND PRESERVATION

Section 2. Definitions

A. The following definitions shall apply to this By-law:

"Protected Tree" - Any existing healthy tree on private land with a DBH of ~~ten (10)~~ eight (8) inches or greater, located in the setback area, which does not pose an immediate hazard to person or property or is not under imminent threat of disease or insect infestation.

"Tree Plan" - A site plan drawn and stamped by a certified land surveyor or engineer showing all Protected Trees in the setback areas, public shade trees on the property, and indicating, on the site plan or in a separate document, which Protected Trees will be

retained, which will be removed, and, how critical root zones of each protected tree and public shade tree will be protected from damage during site work as to Protected Trees which will be removed, as well as whether mitigation will be by replacement on the property or by payment into the Tree Fund;

“Tree Removal” - The cutting down or effective destruction during demolition or construction activities of a tree intentional or unintentionally.

Section 4. Procedures and Requirements for the Preservation of Trees

- C. For each Protected Tree removed, there shall be either ~~(1) a replacement tree planted on the property no later than 180 days after the Certificate of Occupancy is issued, of a minimum caliper of two and a half (2.5) inches and of a species native to the area and expected to reach a height of 50 feet or more at maturity; or~~ (2) a payment made to the Tree Fund prior to the commencement of work on the property, in the amount set by a mitigation schedule approved by the Select Board assigning a value per inch of DBH of Protected Tree(s) to reflect the cost of planting and caring for new public trees, which the Town shall use to plant replacement trees in the vicinity of the tree removal or in other locations in the discretion of the Tree Warden.

Section 6. Administration

The Select Board shall establish further administrative rules and regulations for the review and approval of Tree Plans, as well as enforcement determinations necessary to effectuate the purposes of this bylaw, including, but not limited to further definitions, tree plan requirements, and procedures. Failure to issue rules and regulations will not have the effect of suspending or invalidating this By-law.

(5 – 0)

COMMENT: Upon the recommendation of the Tree Committee and the Tree Warden, the Select Board unanimously urges Town Meetings approval of five adjustments to the Town’s Tree Protection and Preservation Bylaw, which are as follows:

1. Increasing the number of protected trees covered by the bylaw by changing the minimum size of trees subject to protections from 10 DBH (diameter breast height) to 8 DBH because an insufficient number of trees in the canopy are protected at present;
2. Removing the mitigation option which invites property owners and developers to plant their own replacement trees. Unfortunately, because mitigation trees are often inadequately planted or cared for they fail to thrive. Moreover, holding contractors accountable for dead or dying mitigation trees has proved impracticable;

3. Requiring additional information to be included on Tree Plans, including representing public shade trees and detailing how critical root zones of protected trees will be inured from fatal damage during construction activities.
4. Refining the definition of tree removal such that trees which are intentionally or unintentionally fatally harmed without being cut down are covered by the bylaw; and
5. Explicitly and transparently empowering the Select Board to promulgate regulations necessary to achieve the intent of the bylaw, which also serves to keep the bylaw itself relatively simple.

ARTICLE 33

BYLAW AMENDMENT/NOTICE OF DEMOLITION

VOTED: That Title VI, Article 7 (“Notice of Demolition”) of the Town Bylaws be and hereby is amended to add “Protected Tree Removal” to the categories of activities requiring notice to abutters, as follows:

NOTICE OF DEMOLITION, OPEN FOUNDATION EXCAVATION, PROTECTED TREE REMOVAL, NEW CONSTRUCTION, OR LARGE ADDITIONS

A. The owner of any building or parcel who intends to have such building demolished, engage in open foundation excavation, engage in new residential construction, remove protected trees in advance of new residential construction, or build a large addition must at least seven (7) calendar days prior to the commencement of any site work (including demolition, tree removal, or open foundation excavation), or within seven (7) calendar days of the filing of an application for a Building Permit, whichever date is earlier, give notice by first-class mail to all abutters and current occupants (to the extent practicable) within 200 feet of such building or construction site before such demolition, construction, or open foundation excavation can commence.

B. The notice required herein shall, at a minimum, contain contact information for the developer or contractor, a site plan and/or tree plan for any applicable residential demolition, open foundation excavation, protected tree removal, alteration or construction project, as well as information detailing the hours of operation for the project, anticipated completion date, work schedule, and health safety, and abutting property protections, and as appropriate, noise abatement measures applied by the developer or contractor of the project.

C. “Demolition” shall be defined as the act of pulling down, destroying, removing, or razing 50 % or more of a building, or commencing the work of total or substantial destruction with the intent of completing the same.

“Open foundation excavation” shall be defined as an open and exposed excavation for the purposes of constructing or expanding a residential building foundation. Satisfaction of open foundation excavation requirements of this Article shall not be construed to satisfy any additional requirements set forth in Title V Article 3 of these bylaws.

“Large additions” shall be defined as an alteration or addition in any residential district which increases the size of a building by 750 square feet or more, or by 50% or more of the existing building's gross floor area.

“Protected tree removal” shall be defined as removal of “Protected Trees” as defined in Title V Article 16 (“Tree Protection and Preservation”), Section 2.A and set forth in Title V Article 16, Section 3.A(3).

D. Prior to issuance of a demolition or building permit, or commencing an open foundation excavation or protected tree removal the applicant shall demonstrate to the satisfaction of the Inspector of Buildings (or the Tree Warden in the case of protected tree removal prior to new residential construction) that they have given the notice required herein, by providing a list of those notified, a copy of the notice, and an affidavit stating when it was mailed.

E. Violators of this bylaw will be subject to a fine of \$200 per day upon notification of the Building Inspector.

(5 – 0)

COMMENT: The Select Board requests Town Meeting support this article which builds upon the recently revised notice of demolition bylaw to ensure that neighbors are also alerted to pre-construction activity which removes trees protected by the Town’s Tree Protection and Preservation bylaw. The revised notice bylaw would also ensure that Tree Plans, already required by the Tree Protection Bylaw, are included in the “Good Neighbor Agreement” documents contractors and owners provide to neighbors. The Board notes the Tree Committee’s support for positive action on this score.

ARTICLE 36

VOTE/ELECTION MODERNIZATION STUDY GROUP

VOTED: That Town Meeting hereby establishes an Election Modernization Study Committee to be structured, organized, and charged as follows:

Election Modernization Study Committee

1. Committee Membership and Organization

A. The Committee shall consist of eleven (11) members

- **The Town Clerk or their designee**
- **One member of the Board of Registrars to be determined by such Board;**
- **The Select Board Administrator or their designee**
- **The Town Moderator or their designee;**
- **One member of the School Committee as determined by the Committee;**
- **One member of the Disability Commission as determined by the Commission;**
- **One representative of the Town Republican Committee;**
- **One representative of Town Democrat Committee;**
- **Three residents to be appointed by the Town Moderator, one of whom is to be a green card-holding resident, one of whom is to have been a resident for less than five (5) years, and one of whom is to be a high school student;**

B. The Town Moderator or their designee shall serve as chair of the committee for the purposes of the committee's first organizational meeting, in which the Committee may elect officers as it deems appropriate.

2. Committee Charge

The Committee is charged with comprehensively examining how to improve the Town's electoral practices and systems, including but not limited to:

- A. Voter eligibility rules in town elections;**
- B. Voter registration policies and practices;**
- C. Public engagement in the local election process;**
- D. The status of the Town's voting equipment and options for improvements thereof;**
- E. The Town's process for counting votes;**
- F. Ranked-choice voting;**
- G. Early voting policies and practices; and**
- H. Polling locations;**
- I. Polling location accessibility.**

3. Committee Reports

A. The Committee shall provide an interim report to the Town Clerk and the Select Board on or before [insert date] to:

- i. Make ranked recommendations on any and all improvements which can be made to Town electoral systems and practices before the 2019 Fall election cycle; and**

ii. Offer any recommended Town Meeting warrant articles for inclusion on the 2020 Annual Town Meeting Arrant.

B. The Committee shall provide a final report to the 2020 Town Meeting on all of the subjects listed herein.

4. Dissolution

Absent a vote of the 2020 Annual Town Meeting to maintain it, the Committee shall dissolve following the close of the 2020 Annual Town Meeting.

(5 – 0)

COMMENT: As more opportunities are being afforded to cities and towns to modernize their management of local elections, encourage wider participation in elections, and increase voter access, the Select Board strongly urges Town Meeting to establish a study committee to comprehensively examine the Town's election practices, policies, and opportunities for improvement. The Board further urges such action with an aggressive and clear timeframe for recommendations that incorporates the perspective of a wide group of stakeholders. By doing so, the Select Board is hopeful that we can start by identifying and committing to capitalizing on "low-hanging fruit" prior to the Fall 2019 Election cycle, and then carry momentum forward, proactively assessing and availing ourselves of best practices in local elections.

ARTICLE 37

VOTE/REMOVE POLICE CHIEF FROM CIVILSERVICE

VOTED: That the Town of Arlington hereby removes the position of 'Chief of Police' of the Arlington Police Department from civil service, thereby divesting said position from all the rights and obligations set forth in G.L. c. 31 and its civil service predecessors in law including, but not limited to c. 19 of the Revised Laws and c. 320 of the Acts of 1884. This vote has no effect on the civil service status of any other Town of Arlington employee.

(3 – 2)

Ms. Mahon and Mr. Hurd voted in the negative.

COMMENT: A majority of the Select Board supports the request of the Town Manager to remove the Police Chief position from civil service. In short, civil service in Massachusetts provides and requires certain procedures and criteria for hiring, promotion, and termination of civil service classified positions. Under the current system, the Town's options for hiring a new permanent police chief are determined in part by who opts to take the civil service exam for the position and what each candidates' score on the exam yields.¹ As such, whether the Town engages in a police chief search internally or in a so-called "open search," the Town is limited to the pool of candidates that take and score well on the civil service exam.

¹ There are additional factors, which can favor a candidate's overall score including for example their status as a veteran of the armed services.

Members of the Board voting in the negative rightly point out that civil service affords an additional layer of process before civil service employees can be terminated or disciplined, and as such greater autonomy from the Manager. Further, officers have presented individual members of the Select Board nuanced views of the positives and negatives of keeping the position in civil service. Mindful of quality arguments and with great confidence in excellence of the acting chief, captains, and other ranking officers, the majority of the Board still believes that the value of being able to set the criteria for qualifications and engage in as broad of a search as possible weighs in favor of a positive recommendation to Town Meeting.

Finally, the Manager represents that he is committed first to putting the minimum qualifications for the chief position and the proposed hiring process before the Select Board for feedback and endorsement if the position is successfully removed from civil service. Second, the Manager is also committed to looking to fill the chief position with an internal candidate who meets such criteria.

ARTICLE 42

HOME RULE LEGISLATION/TOWN TREASURER

VOTED: That the Town does hereby request and authorize the Select Board to file Home Rule Legislation to provide substantially as follows:

“AN ACT AMENDING THE TOWN MANAGER ACT OF ARLINGTON RELATIVE TO THE APPOINTMENT AND MANAGEMENT OF THE TOWN TREASURER”

Section 1. Chapter 503 of the Acts of 1952 (The Town Manager Act of Arlington) as subsequently amended, is hereby amended as follows:

First, by amending Section “8” Election of Other Officers so as to strike the words and punctuation the “treasurer and town collector,” so as to read as follows (strike through text indicating words and punctuation to be deleted):

Section 8. Election of Other Officers.

The election of Town Clerk, ~~treasurer and town collector~~, and assessors shall continue as presently provided. Notwithstanding the election of the officers named in this section, by voters of the town, they shall be subject to the call of the manager for consultation, conference and discussion on matters relating to their respective offices.

Second, by amending Section 15(a) to strike the words and punctuation “Town Treasurer and Collector” so as to read as follows:

“Section 15. Powers and Duties of Manager.

In addition to the specific powers and duties provided in this act the Town Manager shall have the general powers and duties enumerated in this section:

- (a) ***The Town Manager shall supervise and direct the administration of all departments, commissions, boards and offices, except the Board of Selectmen, the School Committee, Moderator, Town Clerk, ~~Town Treasurer and Collector,~~ Board of Assessors, Registrars of Voters, Election Officers, Boards of Appeal, the Finance Committee, the Capital Budget Committee and the Personnel Review and Appeals Board.***

While the town manager shall not supervise the board of assessors as an elected body, the town manager shall supervise and direct the administration of the assessors' office and appoint the director of assessments in accordance with subsection (c). The director of assessments and all other assessors' office personnel, except for the board of assessors, employed or in office when this act takes effect shall continue in their respective positions subject to chapter 31 or 150E of the General Laws, or both such chapters, if applicable, but otherwise subject to removal by the town manager as provided in this section.

Nothing in this section shall otherwise abridge the authorities or responsibilities of the board of assessors as set forth in chapter 41 of the General Laws or any other general law.

Third, by amending Section 15(c) as follows to insert the Town Treasurer and Collector as an appointee under said Section so as to read as follows (underscored text indicated new language):

- (c) ***The town manager shall also appoint upon merit and fitness alone, the Town's Comptroller (also vested with the authorities of a "Town Accountant") and the Town Treasurer and Collector subject to the approval of the Select Board. Appointment of the Comptroller and the Town Treasurer and Collector shall become effective upon the approval of the Select Board. If the Select Board fails to act by approving, rejecting, or requesting additional reasonable time to consider a candidate however, appointment shall become effective on the thirtieth day following the day on which notice of the proposed appointment is filed with the Board. For the purposes of this section, notice of appointment shall be considered filed with the board when such notice is filed at an open meeting of the Select Board.***

The Comptroller or the Town Treasurer and Collector may be removed by the town manager subject to the approval of the Select Board. Removal of the Comptroller or Treasure shall become effective upon approval of the Select Board. If the Select Board shall fail to act, by approving, rejecting, or requesting additional reasonable time to consider a termination however,

removals made by the town manager shall become effective on the fifteenth day following the day on which notice of the proposed removal is filed with the Select Board. For the purposes of this section, notice of removal shall be considered filed with the Board when such notice is filed at an open meeting of the Select Board. Nothing in this paragraph shall supersede or abridge the Comptroller's employment rights afforded by state law.

Notwithstanding the foregoing section (c), the Comptroller and Treasurer shall be authorized to report directly to the Chairperson of the Select Board, or any Member of the Board, on any matter in the Town at any time, without the necessity of prior approval from the Town manager or any other official..

Section 2. This Act shall take effect upon its passage.”

(5 -- 0)

COMMENT: The Select Board endorses this article to bring the Town Manager Act up to date with the conversion of the Town Treasurer from an elected to an appointed office in a manner consistent with recent Town Manager Act revisions to the appointment of the Town Comptroller. Modifications to the Town Bylaws to the same effect were recently acted upon positively by Special Town Meeting and await Attorney General approval.

ARTICLE 47

ACCEPTANCE OF LEGISLATION/PEG ACCESS FUND

VOTED: That the Town hereby accepts General Laws Chapter 44, Section 53F^{3/4}, which establishes a special revenue fund known as the PEG Access and Cable Related Fund, to reserve cable franchise fees and other cable-related revenues for appropriation to support PEG access services and oversight and renewal of the cable franchise agreement, the fund to begin operation for fiscal year 2020 which begins on July 1, 2019.

(5 – 0)

COMMENT: The acceptance of this legislation is necessary to reserving PEG Access and cable related funds from our cable franchise license holders (Verizon, Comcast, and RCN) for our PEG Access provider, ACMI. Given ACMI's years of quality service in providing educational and government access programming, among other things, the Board respectfully requests Town Meeting's support on this article.

ARTICLE 50

LOCAL OPTION/SHORT TERM RENTAL IMPACT FEES

***REVISED**

VOTED: That the Town does hereby adopt provisions of G.L. c. 64F (“Act Regulating and Insuring Short-Term Rentals”, Sections 3D(a) and 3D(b) regarding the authorization of the Town to assess two local option community impact fees from short-term rental units in Arlington, including any subsequent amendments or modifications thereto, such adoption shall be effective upon acceptance.

(5 – 0)

COMMENT: Recognizing the impacts that short-term rental units (such as Air BnB and VRBO) have on communities, the Commonwealth now allows municipalities to adopt two supplemental two local option “community impact fees,” which operate similarly the excise tax on hotel rooms. Thirty-five percent of the impact fee revenues must be dedicated to affordable housing or local infrastructure projects, but the remaining balance of funds may be appropriated for any legal purpose. As such, the Board urges Town Meeting to adopt this straightforward and equitable local option.

The Town does not possess perfect data on the number of short-term rental units in Arlington, but website surveys suggest the number of active properties may be less than 100 with many consisting of rooms or small units within owner-occupied homes. For rentals in the range of \$100 to \$200 per night, the cost of the community impact fee is between \$3 and \$6 dollars per evening. For the most expensive short-term rentals in the community, \$500 to \$1,000, the added cost would be \$15 to \$30 per night. Hence, both the expected overall community impact fee revenue collected by the Town, and the impact on local short-term rental owners is likely to be modest. Nonetheless, such fee revenues can be used to the community’s betterment.

The Board notes that c. 64F allows the Town to opt to assess the fee only on certain types of short-term rental units. Were the Town to accept only c. 64G, § 3D(a), the fee would apply only to “professionally managed units,” essentially meaning rentals that do not include an operator’s primary residence within the dwelling. The Town may (but is not required to) also adopt § 3D(b), which applies to units located within dwellings that includes an operator’s primary residence. Based upon the short-term rental landscape in Arlington, the Board recommends Town Meeting adopt both sections 3D(a) and 3D(b).

I look forward to discussing these articles further at hearing with the Board.



Town of Arlington, Massachusetts

Next Scheduled Meeting of Select Board March 25, 2019