



## **Town of Arlington Select Board**

### **Meeting Agenda**

June 3, 2019

7:15 PM

Select Board Chambers, 2nd Floor, Town Hall

#### **PROCLAMATIONS**

1. Proclamation to Declare June as Pride Month in Arlington

#### **CONSENT AGENDA**

2. Request: Special (One Day) Beer & Wine License, 6/8/19 @ Robbins Memorial Town Hall for a Private Event  
Daniel Markarian
3. Request: Special (One Day) Beer & Wine License, 6/15/19 @ Whittemore Robbins House for a Private Event  
Lisa Deutsch
4. Request: Special (One Day) Beer & Wine License, 6/15/19 @ Robbins Memorial Town Hall for a Private Event  
Babak Momeni
5. Request: Special (One Day) All Alcohol License, 6/22/19 @ Whittemore Robbins House for a Private Event  
Jodi Kurtz
6. Appointment of New Election Workers: (1) Theresa DeVito, 1145 Massachusetts Ave., U, Pct. 21; (2) Deborah Gallagher, 16 Shelley Road, U, Pct. 18; (3) Gary Horowitz, 172 Charlton Street, D, Pct. 18
7. For Approval: Hackney/Taxi Business Operator's Permit Renewal  
Boston Ride, Abdullahi Magan

#### **APPOINTMENTS**

8. Arlington Cultural Council  
Susan Larson (term to expire 6/30/2022)

#### **CITIZENS OPEN FORUM**

Except in unusual circumstances, any matter presented for consideration of the Board shall neither be acted upon, nor a decision made the night of the presentation in accordance with the policy under which the Open Forum was established. It

should be noted that there is a three minute time limit to present a concern or request.

### **TRAFFIC RULES & ORDERS / OTHER BUSINESS**

9. For Approval: Transportation Advisory Committee Recommendations
  - a) Crosswalk on Summer Street @ Victoria Road/Buzzell Field
  - b) Traffic Calming on Herbert Road @ Entrance to Magnolia ParkHoward Muise, Chair
10. Request: Two Spaces, On Street Overnight Parking @ 118 Westminster Avenue  
Will and Diane Stansbury  
(tabled from 5/20/2019 meeting)
11. Discussion and Approval: Changing Name of Senior Center to Community Center  
Adam W. Chapdelaine, Town Manager
12. For Approval: Temporary Repairs to Regis Road  
Adam W. Chapdelaine, Town Manager
13. For Discussion and Approval: Revision to Parking Implementation & Governance Committee Charter  
Adam W. Chapdelaine, Town Manager
14. Requests for Authorization: Parmenter School
  - a) Authorization to Execute Lease Extension for Arlington Children's Center - Update to Capital Contribution
  - b) Authorization to Issue RFP for Lease of Ground Floor Space in Former ISB spaceAdam W. Chapdelaine, Town Manager
15. Discussion and Approval: Renewal of Lime Bike License  
Adam W. Chapdelaine, Town Manager
16. For Discussion: Board Designee Committee Appointments  
Diane Mahon, Chair  
(tabled from 5/20/2019 meeting)

### **CORRESPONDENCE RECEIVED**

17. Request Tax Relief for Senior Citizen Renters  
Nancy M. Forte, 110 Lake Street

### **NEW BUSINESS**

### **EXECUTIVE SESSION**

Next Scheduled Meeting of Select Board June 17, 2019



## Town of Arlington, Massachusetts

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### Proclamation to Declare June as Pride Month in Arlington

#### ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Pride_proclamation_2019.pdf	Pride Proclamation

## OFFICE OF THE SELECT BOARD

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
JOSEPH A. CURRO, JR.  
JOHN V. HURD  
STEPHEN W. DECOURCEY



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

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

### PROCLAMATION

- WHEREAS:** Pride events are held nationwide in June to celebrate the LGBTQIA+ community's enduring spirit and the progress that has been made in establishing a more inclusive, just, and equal society for LGBTQIA+ individuals; and
- WHEREAS:** The Town's LGBTQIA+ Rainbow Commission is in its second year of work to promote equality-affirming policies regarding the full spectrum of sexual orientations and gender identities, and to bring greater visibility and empowerment to the LGBTQIA+ population through education and advocacy; and
- WHEREAS:** Celebrating Pride and displaying Pride flags are outward representations of the Town's commitment to full inclusion of LGBTQIA+ individuals in all aspects of Arlington's community life; and
- WHEREAS:** Pride exists as an ongoing resistance to laws enacted to discriminate against people based on their sexual orientation or gender presentation and to the harassment, violence, and forced disbandment of gatherings by police and other law enforcement entities around the world that those laws have encouraged; and
- WHEREAS:** The most celebrated incident of LGBTQIA+ resistance in the U.S. is the clash between bar patrons and the police on the night of June 28, 1969 at the Stonewall Inn in New York City during a discriminatory police raid. This event — largely credited to black and transgender people — was a flashpoint for the gay rights movement. Information about the uprising is available at [rainbowarlington.org](http://rainbowarlington.org); and
- WHEREAS:** This year is the 50th anniversary of the Stonewall Uprising, which is the event the annual Pride events commemorate; and
- WHEREAS:** Police discrimination and violence against LGBTQIA+ individuals has not yet been eradicated, and even in places where the police have worked hard to foster a positive relationship with the LGBTQIA+ community, there remains a rift caused by a century of trauma that will take continued dedicated effort to heal — work



made more difficult when it intersects with issues of race, religion, disability, etc; and

**WHEREAS:** The Town of Arlington is committed to doing the work necessary to foster healing between the police and the diverse LGBTQIA+ community. This is evidenced by Arlington Police’s community policing policy; Acting Chief of Police Juliann Flaherty’s formal role as liaison to the Rainbow Commission; and department assistance in painting the rainbow crosswalk at Town Hall; and

**WHEREAS:** Pride is not only a time to gather in joyful community but also an opportunity to reflect on and plan the work still ahead of us — work that includes making all our social-justice efforts more inclusive, equitable, and intersectional; and

**WHEREAS:** The Town of Arlington bylaw declares that we value the diversity of our population and acknowledges that our Town’s mix of ethnic, religious, and cultural backgrounds and economic and personal circumstances enriches us all — and sets the goal that we will be known for the warm welcome and respect we extend to all; and

**WHEREAS:** Incidents of hate and intolerance over the past few years have challenged this dedication to embracing and protecting the wonderfully diverse population in the Town of Arlington; and

**NOW, THEREFORE, BE IT RESOLVED,** that we, the Members of the Select Board, reaffirm our commitment to equal protections for all people regardless of sexual orientation, gender identity, or gender expression and the ways those factors can intersect to further impact people who are marginalized because of race, color, religious views, national origin, citizenship, age, ancestry, family/marital status, disability, source of income, or military status.

**BE IT FURTHER RESOLVED,** that we designate June 2019 as Pride Month in Arlington.

_____	<b>SELECT BOARD</b>
_____	<b>OF</b>
_____	<b>THE</b>
_____	<b>TOWN OF</b>
_____	<b>ARLINGTON</b>

A true record.  
ATTEST:

By: \_\_\_\_\_  
Board Administrator



## **Town of Arlington, Massachusetts**

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**Request: Special (One Day) Beer & Wine License, 6/8/19 @ Robbins Memorial Town Hall for a Private Event**

**Summary:**

Daniel Markarian

**ATTACHMENTS:**

	Type	File Name	Description
▢	Reference Material	Markarian_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:

Daniel Markarian

Address, phone & e-mail contact information:

51 New Street, Cambridge, Ma. 02138, 617-438-1071, Danielmarkarian@gmail.com

Name & address of Organization for which license is sought:

Brett Henry, Mount Vernon Restaurant, 14 Broadway, Somerville, Ma. 02145

Does this Organization hold nonprofit status under the IRS Code? \_\_\_\_ Yes \_\_X\_\_ No

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

Brett Henry

Address, phone & e-mail contact information:

617-666-3830 bhenry111@aol.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?

one time event

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

617-666-3830

Title of Event:

Markarian Wedding

Date/time of Event:

Saturday, June 8, 2019 6:00 pm - 11:30 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:

140

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.

Det. Corey P. Rataeau  
Det. Corey P. Rataeau  
Printed name/title

Date 5/20/19

**POLICE COMMENTS:**

Request one detail if attendance becomes 150+

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?

Mount Vernon Restaurant bartenders

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](http://www.mass.gov/abcc))

Horizon Wholesale Distributors

Date of Delivery:

Sat. 6/8/2019

Alcohol Serving Time (s):

6:00 pm - 11:30 pm

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

The bartending service from Mount Vernon will pick up

Date of Pick-Up:

Mon. 6/10/2019

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 Daniel Markarian

Printed title & Organization name: \_\_\_\_\_

Email: DanielMarkarian@gmail.com



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

17 May 2019

**SECURITY PLAN FOR DANIEL MARKARIAN.**

Daniel Markarian and his bride are holding their wedding reception at the Arlington Town Hall on Saturday, June 8, 2019. The event will run from 6:00 pm - 11:00 pm. A One-Day Permit has been submitted to the Selectmen's Office.

This is the Security Plan.

We anticipate approximately 140 people to attend.

Patsy Kraemer will be the event coordinator for the event. Brett Henry, caterer, and the Mt. Vernon Restaurant will provide food and bartending service for the event. Greg Stathopoulos will be the custodian for the event. The Markarian family will be responsible to ensure that the event goes smoothly.

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.



**From:** Felicia Forgione <felicia.mountvernon@yahoo.com>  
**To:** "PKraemer@town.arlington.ma.us" <PKraemer@town.arlington.ma.us>, Brett Henry <bhenry111@aol.com>  
**Date:** 05/16/2019 03:39 PM  
**Subject:** Brett Henry Catering

Good Afternoon Patsy,

My name is Felicia I work with Brett... Brett wanted me to reach out to you with some information in regards to his event. We are currently waiting on the certificate of liability, we should have it no later than tomorrow. Attached to this email is the serv safe/tip certification along with the information of:  
 No teens, no children 140 guests  
 Liquor is provided by United Liquors, MS Walker, and Horizon our whole sale distributors

Any questions please contact me.

Thank you

All the best,

**Felicia Forgione**  
 Executive Assistant  
 Mount Vernon Restaurant  
 14 Broadway Somerville, MA 02145  
 Phone Number: 617-666-3830

**Attachments:**



# Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown  
 Senior Vice President, National Restaurant Association Solutions



ID # 14818066  
CARD # 15001703

## ServSafe Alcohol® CERTIFICATE



CATHERINE WHITE

NAME \_\_\_\_\_

9/29/2017

DATE OF EXAMINATION \_\_\_\_\_

**NOTE:** You can access your score and certification information any time at [ServSafe.com](http://ServSafe.com) with the class number provided on this form.

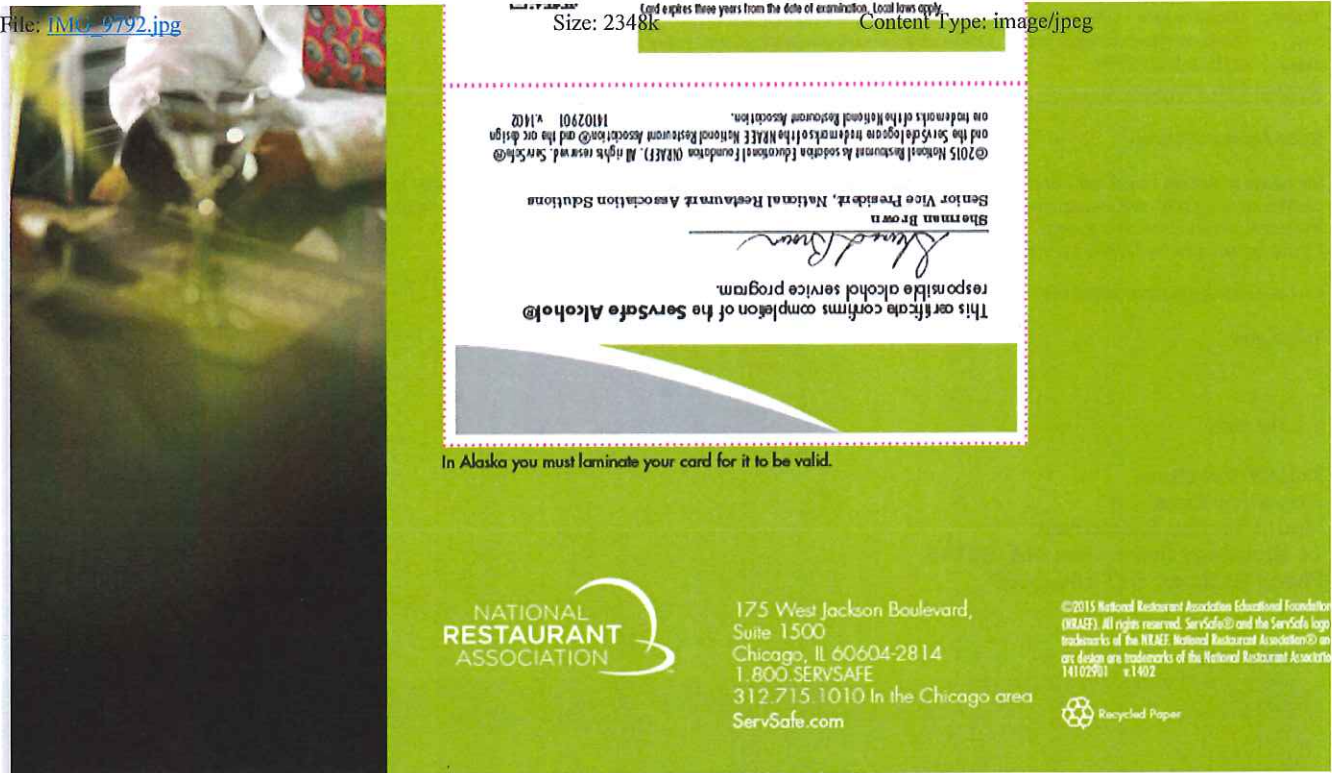
If you have any questions regarding your certification please contact National Restaurant Association Service Center at [ServiceCenter@restaurant.org](mailto:ServiceCenter@restaurant.org) or 800.765.2122, ext. 6703.



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## The Main Event® — Special Event Product

YOU CAN OBTAIN A QUOTE BY PROVIDING THE INFORMATION IN THE INSTANT QUOTE SECTION, SUBJECT TO THE REMAINDER PROVIDED PRIOR TO BINDING.

### I. INSTANT QUOTE INFORMATION

Instant Quote is only available for accounts with no losses in the past three years. If there is loss history, please detail the losses below.

#### TYPE OF EVENT

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Beer garden/Beer tent          | <input type="checkbox"/> Fundraiser              | <input type="checkbox"/> Individual vendor booth              |
| <input type="checkbox"/> Car show                       | <input type="checkbox"/> Motor vehicle race/Show | <input type="checkbox"/> Picnic                               |
| <input type="checkbox"/> Concerts/Musical performance   | <input type="checkbox"/> Competition or shows    | <input type="checkbox"/> Sporting event/Tournament            |
| <input type="checkbox"/> Conventions/Trade show/Exhibit | <input type="checkbox"/> Parade                  | <input checked="" type="checkbox"/> Wedding/Wedding reception |
| <input type="checkbox"/> Festival                       | <input type="checkbox"/> Party/Social event      | <input type="checkbox"/> Other (describe): _____              |

Name of applicant: Mount Vernon Cafe, Inc.

(List only one legal & dba name. Do not include "et al", "etc." or other similar wording in the name.)

Describe applicant's role and responsibility in event: Serving Food

Location address: Arlington Town Hall ☐ Same as mailing address

City: Arlington State: MA Zip: 02174

Dates of event: 6/14/19 From: 6/14/19 To: 6/14/19

(If one day event, end date should be the same as start date. Quote will contemplate coverage for events continuing past 12:00 AM)

Desired coverage date(s): From: \_\_\_\_/\_\_\_\_/\_\_\_\_ To: \_\_\_\_/\_\_\_\_/\_\_\_\_

If event date(s) differs from desired coverage date(s), explain: \_\_\_\_\_

Is set-up and take-down coverage needed for additional dates? ☐ Yes\* ☒ No

\*If "Yes," what are the dates and what will this exposure include? \_\_\_\_\_

\*Will there be any heavy machinery used such as bulldozer's, backhoes, excavators, or any other types of industrial machinery (small forklifts and light machinery are acceptable)? ☐ Yes ☒ No

Would you like to include a rain date? ☐ Yes\* ☒ No \*If "Yes," what date? \_\_\_\_\_

FULL SCHEDULE/DESCRIPTION AND PURPOSE OF EVENT (Attach copy of brochure, website pages and flyer to this application or include details on all activities taking place): wedding

Will there be any entertainment? ☒ Yes\* ☐ No

\*If "Yes," describe and include name of performers and acts: dj

Is there a Web site for this event? ☐ Yes\* ☒ No

\*If "Yes," provide Web site address: \_\_\_\_\_

Name of additional insured: Town of Arlington

Mailing address: 730 Massachusetts Avenue Arlington, MA 02176

Additional insured's interest in event: \_\_\_\_\_

Coverage desired:

☒ Commercial general liability and liquor liability ☐ Commercial general liability only ☐ Liquor liability only

Limits of coverage desired: \_\_\_\_\_

#### COMMERCIAL GENERAL LIABILITY

ESTIMATED TOTAL ATTENDEES PER DAY: 140

If applicant is an individual exhibitor/vendor, what is the estimated attendees per day anticipated to visit their booth? \_\_\_\_\_

Average age of attendees: \_\_\_\_\_

#### LIQUOR LIABILITY (IF COVERAGE IS DESIRED)

Hours of event: From: \_\_\_\_AM/PM To: \_\_\_\_AM/PM

If hours vary by date, describe: \_\_\_\_\_

ESTIMATED NUMBER OF ATTENDEES CONSUMING ALCOHOL DAILY: 140

Is the applicant in the business of selling, serving or furnishing alcoholic beverages? ☒ Yes ☐ No

Is the applicant required to have a liquor license for the event (excluding licenses that are restricted to a host liquor exposure where event sales are not for personal monetary gain)? ☒ Yes ☐ No



## II. HISTORY

1. Previous carrier: N/A Policy number: \_\_\_\_\_
2. Losses or claims during the past five years: \_\_\_\_\_

## III. LIQUOR LIABILITY

1. a. Is applicant the sole vendor/server of alcohol at event? ☐ Yes ☒ No\*
- \*If "No," list number of other vendors/servers serving alcohol: MS Walker, Horizon, United, Burke
- b. If there are multiple vendors, are all participating alcohol vendors/servers required to carry liquor liability limits for the event equal to or greater than our applicant? ☐ Yes ☐ No
2. Will alcohol be dispensed by a professional bartender or server that has taken a formal alcohol awareness training course? ☒ Yes ☐ No
3. Will alcohol be sold by applicant? ☒ Yes ☐ No
4. Is BYOB (Bring Your Own Bottle) or self-service of alcohol permitted? ☐ Yes ☒ No

## IV. COMMERCIAL GENERAL LIABILITY

1. Will event feature any of the following:
- a. Mechanical rides/devices? ☐ Yes ☒ No
- b. Moon bounce, rock climbing wall, trampoline or similar rebounding devices, petting zoo or animal rides? ☐ Yes\* ☒ No
- \*(Please Note: Our policy specifically excludes injuries arising from moon bounces, trampolines, rock walls, petting zoos and pony rides).
- c. Firearms or fireworks? ☐ Yes ☒ No
- d. Overnight camping? ☐ Yes ☒ No
- e. Water hazards? ☐ Yes\* ☒ No
- \*If "Yes," describe: \_\_\_\_\_
- \*Will attendees be permitted to swim, boat, jet ski or fish? ☐ Yes\* ☒ No
- \*If "Yes," describe: \_\_\_\_\_
2. Will the event use exhibitors, vendors, performers, contractors, sub-contractors or independent contractors? ☐ Yes\* ☒ No
- \*(Please note, injuries arising from exhibitors, vendors, performers, contractors, sub-contractors or independent contractors are excluded from our policy).
3. a. Describe security measures: \_\_\_\_\_
- b. If security is provided by independent contractors, are they required to carry their own insurance? ☒ N/A ☐ Yes ☐ No
4. If this is a CONCERT/MUSICAL EVENT, complete below: (Please note, coverage for injury to performers and entertainers is excluded from our policy).
- a. Name(s) of performer(s): \_\_\_\_\_ Describe type of music: \_\_\_\_\_
- b. Performers are: ☐ Local ☐ National
- c. Will pyrotechnics be featured? ☐ Yes ☐ No
- d. Any special effects? ☐ Yes\* ☐ No
- \*If "Yes," describe: \_\_\_\_\_
5. If this is a PARADE EVENT, complete below: (Please note, coverage for injury to parade participants is excluded from our policy).
- a. Has parade route been approved by local authorities and will route be secured by police? ☐ Yes ☐ No\*
- \*If "No," explain: \_\_\_\_\_
- b. Are parade participants permitted to throw souvenirs, candy or other items into the crowd? ☐ Yes ☐ No
- c. Describe parade route from start to finish: \_\_\_\_\_
6. If this is an ATHLETIC EVENT, complete below: (Please note, coverage for injury to athletic participants is excluded from our policy).
- a. Describe athletic event: \_\_\_\_\_ b. ☐ Professional or ☐ Amateur
7. If this is a MOTOR VEHICLE RACE, RODEO, TRACTOR PULL OR TRUCK SHOW, complete below: (Please note, coverage for injury to participants is excluded from our policy).
- a. Is the venue designed specifically for this type of activity? ☐ Yes ☐ No
- b. Are metal or concrete barriers in place to ensure spectator safety? ☐ Yes ☐ No\*
- \*If no, describe: \_\_\_\_\_
- c. Are the barriers permanent? ☐ Yes ☐ No
- d. How high are the barriers? \_\_\_\_\_ What is the distance between the barriers and spectators? \_\_\_\_\_
- e. Are spectators ever permitted in the pit or infield area? ☐ Yes ☐ No
- f. If this is a rodeo, are the transfer areas between animal pens and the competition restricted from the general public? ☐ Yes ☐ No
- g. Will the event feature audience participation (i.e. calf scrambles)? ☐ Yes ☐ No



8. If this is a HEALTH FAIR/CONVENTION, complete below:
- a. Will the event feature any medical or health treatment? ☐ Yes ☐ No
9. If this is a CAR SHOW/MOTOR VEHICLE SHOW, complete below: (Please note, coverage for injury to participants is excluded from our policy)
- a. Do vehicles remain stationary throughout the show with the engines off? ☐ Yes ☐ No
- b. Will the event feature burnouts, drag races or flame throwing? ☐ Yes ☐ No

V. ADDITIONAL APPLICANT INFORMATION

Form of business: ☐ Individual ☒ Corporation ☐ Partnership ☐ LLC ☐ Other \_\_\_\_\_

Applicant's mailing address: 14 Broadway Somerville (if different than the location address above)

City: Somerville State: MA Zip: 02145

E-mail address of primary contact: felicia.mountramon@yahoo.com Phone: 617-666-3830

**Virginia Notice:** Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

**Minnesota Notice:** The clause "and/or authorization or agreement to bind the insurance." is replaced with "Authorization or agreement to bind the insurance may be withdrawn or modified based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

**Colorado Fraud Statement:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**District of Columbia Fraud Statement: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Florida Fraud Statement:** You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

**Kentucky Fraud Statement:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Maine and Washington Fraud Statement:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**New Jersey Fraud Statement:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New York Fraud Statement:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio Fraud Statement:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma Fraud Statement: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Pennsylvania Fraud Statement:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Tennessee and Virginia Fraud Statement:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Fraud Statement (All Other States):** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

Applicant's signature: Ernie Henry Title: Manager Date: 5/29/2019

If your state requires that we have information regarding your authorized retail agent or broker, please provide below.

Retail agency name: \_\_\_\_\_ License #: \_\_\_\_\_

Main agency phone number: \_\_\_\_\_

Agency mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_



## **Town of Arlington, Massachusetts**

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**Request: Special (One Day) Beer & Wine License, 6/15/19 @ Whittemore Robbins House for a Private Event**

**Summary:**

Lisa Deutsch

**ATTACHMENTS:**

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



OFFICE OF THE SELECT BOARD



TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

**SPECIAL ALCOHOL LICENSE APPLICATION**

Name of Applicant: *Lisa Deutsch*

Address, phone & e-mail contact information: *7 Wainwright Road Unit 108, Winchester, MA 01890; 781-721-1108; lineall@aol.com*

Name & address of Organization for which license is sought: \_\_\_\_\_

Does this Organization hold nonprofit status under the IRS Code? \_\_\_\_ Yes \_\_\_\_ No

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

Address, phone & e-mail contact information: : *207 Broadway Arlington, MA 02474; 781-646-5408; michelle@beaujolaiscatering.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? *One Time Event*

24-Hour contact number for Responsible Manager of Alcohol Event date: *781-721-1108*

Title of Event: *Lois Lineal 90<sup>th</sup> Birthday Celebration*

Date/time of Event: *June 15, 2019/1pm-9pm*

Location of Event: *Whittemore Robbins House*

Location/Event Coordinator: *Victoria Rose*

Method(s) of invitation/publicity for Event: *mail, email*

Number of people expected to attend: *50-60 guests*

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. ***Bartenders will follow the rules for alcohol service as instructed through TiPs Certification***

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.

*Ofc Corey P. Ratican*  
*Ofc Corey P. Ratican*  
Printed name/title

Date *5-30-19*

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 and Wine***

What types of food and non-alcoholic beverages do you plan to serve at the Event? ***See attached Menu.***

Who will be responsible for serving alcoholic beverages at the Event?  
***Aldo G De Oliveira***  
***Kevin Malloy***

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.  
***Bartenders have completed eTIPS on Premise 3.0***

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.  
***Aldo G De Oliveira***



**Kevin Malloy :**

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: [www.mass.gov/abcc](http://www.mass.gov/abcc)) **Kappy's in Everett, MA**

---

Date of Delivery: **June 15, 2019**

Alcohol Serving Time (s): **3:00pm-7:30pm**

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?  
**Unopened will be picked up by Kappy's service; Opened, unused will be put in the trunk of designated person by the responsible manager.**

Date of Pick-Up: **June 17, 2019**

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.) **General and Liquor Liability Insurance, TIPS Certificate are included**

**Please submit this completed form and filing fee to the Select Board  
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: **Lisa Deutsch**

Printed name: **Lisa Deutsch**

Printed title & Organization name: **Lois Lineal 90<sup>th</sup> Birthday Celebration**

Email: **lineal1@aol.com**

*Lisa Deutsch*  
*Lois Lineal 90<sup>th</sup> Birthday Celebration*  
*June 15, 2019*

*May 21, 2019*

A 90<sup>th</sup> Birthday Celebration will be held at the Whittemore Robbins House on Saturday, June 15, 2019 from 3:00pm-8:00pm.  
Alcohol service will be from 3:00pm-7:30pm.

A Special Alcohol License Application has been submitted to the Select Board.

This is the Security Plan.

We anticipate approximately 60 guests to attend. There will be guests under the age of 21.

Victoria Rose, Event Coordinator, will be on site to monitor the use of the Whittemore Robbins House. Beaujolais Catering Company will be catering the event and will provide the food service and beverage service. Michelle Noska, Responsible Manager and bartenders, Aldo De Oliveira and Kevin Malloy and the event coordinator are all responsible for ensuring that the event runs smoothly.

Parking for the event will be available in the Whittemore Robbins House parking lot, Robbins Library parking lot and on the side streets, as well as Massachusetts Avenue.

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

is not a valid certification of origin

CERTIFICATE

**CERTIFIED**

**inPS** • TIPS On Premises 3.0

Issued: 07/10/2015      Expires: 07/10/2017

ID: 485356

Aldo G De Oliveira  
Rebeca Costa  
98 S Bedford St  
Burlington, MA 01803-5175 USA

Date of Birth:

[Redacted]





**eTIPS On Premise 3.0**

**CERTIFIED**

**Issued: 5/29/2018**

**Expires: 5/29/2021**

**ID#: 4813268**

**Kevin Malloy**

**193 Crescent Ave Unit 2**

**Revere, MA 02151-4218**

*Date of birth*

**For service visit us online at [www.gettips.com](http://www.gettips.com)**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2019

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 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).

<b>PRODUCER</b> Prescott and Son Insurance Agency, Inc. 963 Eastern Avenue Malden MA 02148		<b>CONTACT NAME:</b> Commercial Lines <b>PHONE (A/C, No, Ext):</b> (781) 322-2350 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Michelle C Noska 207a Broadway Arlington MA 02474		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Insurance Group <b>INSURER B:</b> Safety Insurance Co <b>INSURER C:</b> Twin City Fire Ins Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 39454 29459	

**COVERAGES**

CERTIFICATE NUMBER: CL1921928590

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			08SBAAA8353	4/9/2019	4/9/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Liquor Liability	\$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>			6227097	1/21/2019	1/21/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<b>UMBRELLA LIAB</b>						Medical payments	\$ 5,000
	<b>EXCESS LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED						PER STATUTE	
	RETENTION \$						OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
C	<b>LIQUOR LIABILITY</b>			08SBAAA8353	4/9/2019	4/9/2020	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Town of Arlington as additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

Town of Arlington 730 Mass Ave Arlington, MA 02474	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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**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE BOARD OF HEALTH**



**FOOD OPERATOR  
TEMPORARY PERMIT**

**Permit No...022...**

**Date: June 15, 2019**

**In accordance with regulations promulgated under authority of Chapter 94, Section 305A and Chapter 111, Section 5 of the General Laws a permit is hereby granted to:**

**Beaujolaais Catering LLC**

**207 Broadway, Arlington, MA 02474**

**PIC: Michelle Noska**

**To operate a:**

- ☐ **Retail Food Establishment**
- ☐ **Food Service Establishment**
- ☐ **Catering Establishment**
- ☐ **Mobile Food Server**
- ☒ **Temporary**

**Event Located at:**

**Robbins House, 630R Mass Ave**

**Menu includes:**

**Stuffed mushrooms; Thai shrimp skewers with chili lime basil dip; brown sugar chicken bites with roasted red pepper chevre dip; pigs in a blanket with ketchup and mustard; warm artichoke dip with fresh and toasted pita; baked brie with cranberry chutney and spiced pecans with sliced baguette; crudite; mesclun salad with strawberries, spiced pecans, gorgonzola and maple balsamic and red wine vinaigrettes; Iggy's rolls; grilled salmon topped with mango salsa; Greek beef kabobs with onion and peppers; vegetarian entrée; garlic rosemary roasted red bliss potatoes; lemon zested haricots verts; sliced watermelon.**

**Permit Expires ....6/16/2019...**

**Fee: \$25**

*Natasha Waden*

---

**Natasha Waden  
Director of Public Health**

**Lisa Deutsch Menu**

Stuffed Mushrooms

Thai Shrimp Skewers with Chili Lime Basil Dip

Brown Sugar Chicken Bites with Roasted Red Pepper Chevre Dip

Pigs in a Blanket with Ketchup and Mustard to dip

Warm Artichoke Dip with Fresh and Toasted Pita

Baked Brie with Cranberry Chutney and Spiced Pecans served with Sliced Baguette

Crudit  with two dips for 25

Mesclun with Strawberries, Spiced Pecans, Gorgonzola

and Maple Balsamic and Red Wine Vinaigrettes

Iggy's Rolls and Butter

Grilled Salmon Topped with Mango Salsa

Greek Beef Kabobs with Onion and Peppers

Vegetarian Entrees TBD

Garlic Rosemary Roasted Red Bliss Potatoes

Lemon Zested Haricots Verts

Cake

Sliced Watermelon

**Sundae Bar**

Includes two flavors of Ice Cream and a small sorbet

With

Hot Fudge Sauce & Hot Caramel Sauce

Whipped Cream

Sprinkles

Oreo Cookies

Chocolate Chips

Gummy Bears

Mini Marshmallows

M&M's

Maraschino Cherries



## **Town of Arlington, Massachusetts**

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**Request: Special (One Day) Beer & Wine License, 6/15/19 @ Robbins Memorial Town Hall for a Private Event**

**Summary:**

Babak Momeni

**ATTACHMENTS:**

	Type	File Name	Description
▯	Reference Material	Momeni_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:

Babak Momeni

Address, phone & e-mail contact information:

2 Hammond Pond Pkwy, #602, Chestnut Hill, Ma. 770-331-2316, bmomeni@gmail.com

Name & address of Organization for which license is sought:

Ani Catering, 687 Belmont St, Belmont Ma. 02478

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

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

John Janessian

Address, phone & e-mail contact information:

same address, 617-484-6161, john@anicatering.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?

one time event

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

617-484-6161

Title of Event:

Wedding Reception

Date/time of Event:

Saturday, June 15, 2019, 6:00 pm - 11:30 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:

140

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.

Off. Corey P. Roteau Date 5-30-19  
Off. Corey P. Roteau  
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?

Ani Catering Bartenders

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](http://www.mass.gov/abcc))

Kappy's On Line - Everett

Date of Delivery:

Sat. 6/15/2019

Alcohol Serving Time (s):

6:00 pm - 11:30 pm

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

Kappy's will take back - Mon. June 17, 2019

Date of Pick-Up:

6/17/2019

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 Babak Momeni

Printed title & Organization name: \_\_\_\_\_

Email: bmomeni@gmail.com



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

28 May 2019

**SECURITY PLAN FOR MOMENI WEDDING RECEPTION**

A wedding reception is being held at the Arlington Town Hall for Babak Momeni and his bride. The event is scheduled for Saturday, June 15, 2019, 6:00 pm - 11:30 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. We anticipate some attendees will be under age.

Patsy Kraemer will be the event coordinator for the event. Greg Stathopoulos will be the custodian for the event. Ani Catering of Belmont Ma. will be the caterer for the event and will provide bartending services.

The Momeni family is responsible to ensure 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.

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.





Close

**Subject:** RE: FW: Cert No. 48780086 - Certificate of Liability: Ani Catering LLC - Town of Arlington - BKS58884841  
**To:** "Patsy Kraemer" <PKraemer@town.arlington.ma.us>  
**From:** "John Janessian" <john@anicatering.com>  
**Date:** 05/20/2019 12:33 PM

Here is one to

John Janessian  
ANI Catering  
(617) 484 6161

**From:** Patsy K  
**Sent:** Monday  
**To:** John Jan  
**Subject:** Re: F

many thanks

**From:** "John  
**To:** <pkrae  
**Date:** Mon,  
**Subject:** FW

Good Morn  
It was a ple  
Please find

I have e-m  
If you have any question please do not hesitate to call me

John Janessian  
ANI Catering  
(617) 484 6161

**From:** ecertsonline Notification <notification@ecertsonline.com>  
**Sent:** Monday, May 20, 2019 9:15 AM  
**To:** Town of Arlington <john@anicatering.com>  
**Subject:** Cert No. 48780086 - Certificate of Liability: Ani Catering LLC - Town of Arlington - BKS58884841

Hello John,

Thank you for your request, please see the attached document for the Certificate(s) of Insurance for 2019/2020 policy term.

Thank you for partnering with Liberty Mutual Insurance!

If you have any questions or need any amendments, please contact us via email: [BusinessService@LibertyMutual.com](mailto:BusinessService@LibertyMutual.com) or call: 800-962-7132.



view them.

1 Attachments  
[tipcertification.jpg](#) (111 KB)

▶ slideshow



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2019

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	Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME:	
		PHONE (A/C, No, Ext):	800-962-7132
		FAX (A/C, No):	800-845-3666
		E-MAIL ADDRESS:	BusinessService@LibertyMutual.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Ohio Security Insurance Company	24082
		INSURER B : Ohio Casualty Insurance Company	24074
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 48780086

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 SUBR INSD 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:	<input checked="" type="checkbox"/>	BKS58884841	6/1/2018	6/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
	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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ 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	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	XWS58884841	6/1/2018	6/1/2019	PER STATUTE <input 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
B	Liquor Liability		BDO58884841	6/1/2018	6/1/2019	Each Common Cause \$1,000,000 Aggregate Limit \$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 Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Arlington  
730 Massachusetts Ave  
Arlington MA 02476

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

Justin Fox

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ACORD 25 (2016/03)

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## **Town of Arlington, Massachusetts**

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**Request: Special (One Day) All Alcohol License, 6/22/19 @ Whittemore Robbins House for a Private Event**

**Summary:**

Jodi Kurtz

**ATTACHMENTS:**

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



OFFICE OF THE SELECT BOARD



TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

**SPECIAL ALCOHOL LICENSE APPLICATION**

Name of Applicant: *Jodi Kurtz*

Address, phone & e-mail contact information: *47 Hilton Street, Arlington, MA 02474; 781-879-6509; jodikurtz@gmail.com*

Name & address of Organization for which license is sought: \_\_\_\_\_

Does this Organization hold nonprofit status under the IRS Code? \_\_\_\_ Yes \_\_\_\_ No

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

Address, phone & e-mail contact information:

*Precious Moments by Lauren*

*10 Patriot Rd Burlington MA 01803*

*339.368.0405*

*LaurenPMbL@gmail.com*

*www.preciousmomentsbylauren.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? *One Time Event*

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

Title of Event: *Bat Mitzvah for Anna-Sophia Kurtz*

Date/time of Event: *June 22, 2019*

Location of Event: *Whittemore Robbins House*

Location/Event Coordinator: *Victoria Rose*

Method(s) of invitation/publicity for Event: *private invitation*

Number of people expected to attend: *150 guests*

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. *Bartenders will follow the rules for alcohol service as instructed through TiPs Certification*

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.

*Off. Corey P. Rataeau* Date *5-30-19*  
*Off. Corey P. Rataeau*  
Printed name/title

**POLICE COMMENTS:**

*Detail requirement waived due to the type of event and number of minors.*

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, hard cider and Bourbon*

What types of food and non-alcoholic beverages do you plan to serve at the Event? *Blue Ribbon BBQ will provide the food: Pulled Pork, Pulled Chicken, Cornbread, Macaroni and Cheese.*

Who will be responsible for serving alcoholic beverages at the Event? *Phillip Gendreau from Seed and Sip Bartending Service*

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.

***Bartenders have completed eTIPS on Premise 3.0***

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.

***Phillip Gendreau***

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: [www.mass.gov/abcc](http://www.mass.gov/abcc)) ***Kappy's in Everett, MA***

---

Date of Delivery: ***June 22, 2019***

Alcohol Serving Time (s): ***1pm-3:30pm***

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?  
***Opened and unused will be put in the trunk of designated person by the responsible manager.***

Date of Pick-Up: ***June 24, 2019***

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.) ***General and Liquor Liability Insurance, TiPS Certificate are included***

**Please submit this completed form and filing fee to the Select Board  
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: ***Jodi Kurtz***

Printed name: **Jodi Kurtz**

Printed title & Organization name: ***Bat Mitzvah for Anna-Sophia Kurtz***

Email: ***jodikurtz@gmail.com***

Jodi Kurtz  
47 Hilton Street Arlington, MA 02474  
jodikurtz@gmail.com  
781-879-6509

May 22, 2019

**SECURITY PLAN for Bat Mitzvah at the Whittemore Robbins House**

The event is scheduled for Saturday, June 22, 2019 from 1:00pm-4:00pm at the Whittemore Robbins House. The alcohol service will end 30 minutes before the end of the event.

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

This is the Security Plan.

We anticipate approximately 120 guests. 45-50 guests are under the age of 21.

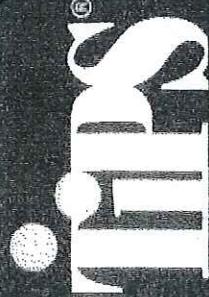
The menu from Blue Ribbon Barbeque includes: Pulled chicken, pulled pork, burnt ends, coleslaw, macaroni&cheese and cornbread. Seed and Sip Bartending Service will provide the beverage service. The bartender, Phillip Gendreau is TiPs certified. All rules regarding alcohol beverage service will be followed as understood from TiPs Certification training by the bartenders. Bar service will begin at 1:00pm and end at 3:30pm.

Victoria Rose, Event Coordinator, will be on site to monitor the use of the Whittemore Robbins House. Lauren Lichtel from Precious Moments by Lauren will be the Responsible Manager. Phillip Gendreau, bartender from Seed and Sip Bartending Service will serve the alcohol. All will be responsible for ensuring that the event runs smoothly.

Parking for the event will be available in the Whittemore Robbins House parking lot, Robbins Library parking lot and on the side streets, as well as Massachusetts Avenue.

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





The Global Leader in  
Alcohol Server and Seller Training



[Return to Online Course](#)

## FOUND RESULTS:

Phillip Gendreau, in North Providence RI USA

## Certifications

Course Name	First Trained Date	Last Score	Last Expiration Date	Certification #
eTIPS On Premise 3.0	07/05/2017	92%	07/05/2020	4569025







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2019

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).

<b>PRODUCER</b> AFFILIATED INSURANCE MANAGERS, INC. 935 Jefferson Blvd., Ste. 2001		<b>CONTACT NAME:</b> Susana Leander <b>PHONE (A/C, No, Ext):</b> (401) 352-3000 <b>FAX (A/C, No):</b> (401) 352-0020 <b>E-MAIL ADDRESS:</b> susana@aiminsco.com	
<b>Warwick</b>	<b>RI 02886</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Seed and Sip LLC 48 Ambrose Street  North Providence <b>RI 02904</b>		<b>INSURER A:</b> Covington Specialty Insurance	<b>NAIC #</b> 13027
		<b>INSURER B:</b> Liberty Mutual Insurance Company	23043
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 18/19 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			VBA53018500	07/12/2018	07/12/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 1,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COM/OP AGG \$ 2,000,000	
							\$
	<b>AUTOMOBILE LIABILITY</b> <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) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine			BMO1958189471	07/12/2018	07/12/2019	Business Property 20,000 Deductible 500


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

The Town of Arlington Mass is included as additional insured when required by written contract or agreement.

Liquor Liability - VBA52999200 - 7/12/18-7/12/19: \$1,000,000 Limit Occurrence  
\$1,000,000 Limit Aggregate  
\$25,000 Assault & Battery Occurrence  
\$25,000 Assault & Battery Aggregate  
Blanket Additional Insured Coverage

## CERTIFICATE HOLDER

## CANCELLATION

The Town of Arlington Mass 730 Massachusetts Ave  Arlington MA 02476	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

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**Appointment of New Election Workers: (1) Theresa DeVito, 1145 Massachusetts Ave., U, Pct. 21; (2) Deborah Gallagher, 16 Shelley Road, U, Pct. 18; (3) Gary Horowitz, 172 Charlton Street, D, Pct. 18**

### **ATTACHMENTS:**

	Type	File Name	Description
▢	Reference Material	Election_Workers_.pdf	Master Records

## ELECTION WORKER'S MASTER RECORD

Date: 5/23/19

Check One: ☒ New Employee  
☐ Change to Existing Employee

Vendor # \_\_\_\_\_

Position Inspector

Name: Theresa DeVito

Democrat

Address: 1145 MASS. AVE.

Republican

Arlington, MA

Unenrolled ✓

Zip Code 02476

Precinct 21Alpha/  
Last Name

Phone # \_\_\_\_\_

Position Codes:

10 – Warden

60 – Deputy Clerk

20 – Deputy Warden

70 - Teller

30 - Inspector

80 — Substitute

40 - Deputy Inspector

90 – Custodian

50 - Clerk



# ELECTION WORKER'S MASTER RECORD

Date: 5/23/19

Check One:       ✓       New Employee  
                     Change to Existing Employee

OK

Vendor # \_\_\_\_\_

Position inspector

Name: Deborah Gallagher

Democrat

Address: 16 Shelley Road

Republican .

Arlington, MA

Unenrolled ✓

Zip Code 02476

Precinct 18

Alpha/  
Last Name \_\_\_\_\_

Phone # \_\_\_\_\_

Position Codes: 10 – Warden  
20 – Deputy Warden  
30 – Inspector  
40 – Deputy Inspector  
50 – Clerk

60 – Deputy Clerk  
70 – Teller  
80 – Substitute  
90 – Custodian

## ELECTION WORKER'S MASTER RECORD

Date: 5/30/19

Check One:           ✓      New Employee  
   Change to Existing Employee

Vendor #		Position	INSPECTOR
Name:	GARY HOROWITZ	Democrat	✓
Address:	172 CHARLTON STREET	Republican	
		Unenrolled	
Zip Code	02474	Precinct	18
Alpha/ Last Name		Phone #	

Position Codes:	10 – Warden	60 – Deputy Clerk
	20 – Deputy Warden	70 – Teller
	30 – Inspector	80 – Substitute
	40 – Deputy Inspector	90 – Custodian
	50 – Clerk	



## Town of Arlington, Massachusetts

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### For Approval: Hackney/Taxi Business Operator's Permit Renewal

#### Summary:

Boston Ride, Abdullahi Magan

#### ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Select_Board_Taxi_Cab_Report_2019_-_Magan.pdf	Inspection Report J. Carabello
▢	Reference Material	2019_License_Renewal_Chart_-_Magan.pdf	2019 Taxi Cab Renewal Chart



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE BOARD OF HEALTH**

**Town of Arlington**

27 Maple Street  
Arlington, Massachusetts 02476

Christine Bongiorno, MPH, CHO  
Director of Health and Human Services

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

May 2, 2019

Office of the Select Board  
Fran Reidy  
Arlington Town Hall

Mrs. Reidy;

This is in response to the board's inquiry of taximeter inspections for 2019. The following taxis are registered in the Town of Arlington.

This is a current list of taxis operating in the town of Arlington under Names:

Leo's Taxi                      1 Cab  
Leo McHugh

Color yellow

Cab # 37 has been inspected for this calendar year 2019

Arlington Veterans Taxi      2 Cabs  
Thomas Whalen  
29 Fairmont St.,  
Arlington, MA

Color 1 white and 1 blue

Cab # 42 and # 43 have been inspected for this calendar year 2019

Arlington Services            4 Cabs  
Arlmont Taxi  
Louis(Rick)Truscello

Color yellow

Cab #s #1,7,25,27 have been inspected for this calendar year 2019

VTS Harrison Transportation   1 Cab  
Mike Antonellis

Color White

Cab # 902 have been inspected for this calendar year 2019

Mangan Trans, Arlington Green Cab  
18 Holton St., Medford,      3 Cabs

Color white

Cab #s 201,202, 205 have been inspected for this calendar year 2019

Boston Airport Express  
402 Rindge Ave, Camb Apt 1211   1 Cab

Color silver

has been inspected for this calendar year 2019

Sincerely,  
Joseph P. Carabello  
Sealer of Weights and Measures



## 2019 HACKNEY /TAXI BUSINESS OPERATOR'S PERMIT RENEWALS

NAME	COLOR	OWNER	ADDRESS	# CABS
Arlington Veteran's Taxi	White with blue letters AND red with white letters	Thomas Whelan	78 Windsor Street, Arlington, MA 02474	2 Cabs
Arlmont Transportation Co.	Yellow or white with red letters	Louis Truscello	61R White Street, Belmont, MA 02478	13 Cabs
Boston Ride	White with green letters	Abdullahi Magan	18 Holton Street, Medford, MA 02155	3 Cabs
Boston Airport Express	White	Shafan Nath	402 Rindge Street 3E, Cambridge, MA 02140	1 Cab
Leo's Taxi	Yellow with black letters	Leo McHugh	10 Jackson Road, Medford, MA 02155	1 Cab
VTS	White with red stipe	Mike Antonellis	224 Calvery Street, Waltham, MA 02453	1 Cab

**\*Please note that Arlmont Transportation Co. has 13 licenses but only uses 4.**



## Town of Arlington, Massachusetts

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### Arlington Cultural Council

#### Summary:

Susan Larson (term to expire 6/30/2022)

#### ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Larson_Reference.pdf	Larson Reference

**From:** "Arlington Cultural Council" <ACCChair@town.arlington.ma.us>  
**To:** "Fran Reidy" <FReidy@town.arlington.ma.us>  
**Cc:** "Lauren Sweetser" <LSweetser@town.arlington.ma.us>  
**Date:** 05/20/2019 03:02 PM  
**Subject:** New Arlington Cultural Council member: Susan Larson

---

Dear Fran,

At the Arlington Cultural Council's May 13 meeting, Susan Larson was unanimously voted in as a new member.

Her letter of intent and Resume are attached.

Please contact her with the next steps of appearing before the Select Board, etc.

Susan Larson

Thank you,  
Lisbet  
Lisbet Taylor, Co-Chair

Arlington Cultural Council  
(aka Grants Committee, Arlington Commission for Arts and Culture)

**Attachments:**

File: [Susan Larson Ltr of Intent\\_4.11.19.pdf](#)

Size: 20k      Content Type: application/pdf

File: [Susan Larson Resume.pdf](#)

Size: 60k      Content Type: application/pdf

Susan Larson

April 11, 2019

Dear Members of Arlington Cultural Council,

Please accept this letter as request to join as a volunteer in the work of the Arlington Cultural Council.

I am a professional teaching artist and singer. My area of expertise is creating arts partnerships and arts learning experiences, particularly in the music field and in the educational setting. Among other projects, I am currently working on an original opera creation project at a school in Dorchester through a partnership with the Boston Lyric Opera. In 2016, I was selected in the first cohort of META Fellows, a program for teaching artists through the Massachusetts Cultural Council to enhance music teaching and learning in the commonwealth. Through this project, I conducted research to examine the needs of artists in the community and the support which they are receiving from their partnerships. This past year, I served on the grants panels for SerHacer and the STARS program for the MCC. Additionally, I was awarded a grant through the METAS Fellows program to enroll in the Executive Program in Arts and Culture Strategy at the University of Pennsylvania, which I successfully completed in August of 2018. Please find more selected experiences in my attached resume.

My motivation for wanting to join in the work of the Arlington Cultural Council is selfish - I simply want to get to know my like-minded neighbors. I moved to Arlington in 2016, and am eager to support the artistic efforts of this vibrant community.

Sincerely yours,

Susan Larson

@slarsonsings



# susanlarson

Arts learning professional with experience in arts partnership  
program development, evaluation and administration

## EDUCATION

Executive Program in Arts and  
Culture Strategy  
NATIONAL ARTS STRATEGIES  
UNIVERSITY OF PENNSYLVANIA  
January 2018 – August 2018

*Selected Coursework:*  
Strategy & Positioning  
Arts & Culture Finance  
Leading Healthy Teams  
Evaluation for Nonprofits  
Social Media  
Impact Management  
Nonprofit Fundraising

Master of Music  
UNIVERSITY OF WISCONSIN  
September 2004 — May 2006

## BOARD MEMBERSHIPS

Association of Teaching Artists  
(ATA)  
2018

New England Gilbert and Sullivan  
Society  
2014 – 2018

Greater Worcester Opera  
2015 – 2018

## WORK EXPERIENCE

Boston Lyric Opera	2018
The Metropolitan Opera Guild	2008 – 2018
The Handel and Haydn Society	2015 – 2018
Young Audiences of Massachusetts	2014 – 2018

As a master teaching artist, design and lead inquiry-based learning residencies in urban schools throughout Boston and Lawrence, using arts integration strategies to enhance student development, with a particular focus on SEL and ELA.

- Develop curriculum, liaison with site teachers and administrators to ensure program goals are met
- Lead professional development sessions for fellow teaching artists, as well as informal mentorship of newer roster teaching artists.
- Coordinate concert planning, including full responsibility for logistics and program design.
- Design and complete impact assessments and data tracking processes.

META Fellow  
Massachusetts Cultural Council 2016 – 2018

Selected as a member of the founding cohort of the fellowship, supported by the Klarman Family Foundation, focused on enhancing the quality of music teaching and learning. Designed and carried out a year-long individual research project collecting data and analyzing career-related aspects of teaching artistry, which was honored at the culminating fellowship showcase in April 2018.

Education Coordinator  
The Cantata Singers 2011 – 2012

Full responsibility for the songwriting partnership with Boston Public Schools.

- Cultivated relationships with key community partners.
- Managed onsite partnerships with 4 schools and a team of teaching artists including budgeting, logistics and deliverables.
- Overhauled the entire digital filing system.
- Created and designed the teacher handbook.
- Initiated an internship program with New England Conservatory graduate students.
- Designed a professional development series aligned with teaching artist needs.

# susanlarson

## SELECTED PROFESSIONAL DEVELOPMENT

Introduction to Human-  
Centered Design Thinking  
IDEO  
2017

Lincoln Center Institute  
2015  
The Arts, Social-Emotional Learning, and  
Growth Mindset

Kennedy Center  
2015  
National Seminar for Teaching Artists

New England Conservatory  
Spring Semester 2010  
Music-in-Education Seminar

## WORK EXPERIENCE CONT.

New England Gilbert & Sullivan Society 2014 – 2018

Designed and implemented an education program.

- Developed strategic partnerships to ensure outreach efforts aligned with organizational mission.
- Managed outreach calendar, logistics, and financials.
- Developed pricing structure and implemented marketing plan.

Grant Panelist

Massachusetts Cultural Council 2018

Conduct site visits, evaluate creative youth development program applicants, convene as a site panel to make funding recommendations to the state cultural council.

Education Consultant

Greater Worcester Opera 2015 – 2018

- Co-adapted written score for school outreach performances.
- Managed grant writing and marketing processes.
- Wrote educational materials and handbooks.
- Coordinated all logistics with schools for performances.

Education Specialist

Yamaha Corporation of America 2006 – 2014

Classroom teaching responsibilities in Boston, MA and special projects to support the mission of Yamaha Corporation of America.

- Evaluated and coached teacher performance.
- Wrote original articles for national distribution within school networks.
- Edited teacher handbooks.
- Led introductory 2-day seminars for teachers.
- Led yearlong teacher study group.

## REFERENCES

Erik Holmgren  
Program Manager  
Creative Youth Development  
Mass Cultural Council

Joseph Hudson  
Manager of Urban Voices  
The Metropolitan Opera Guild  
70 Lincoln Center Plaza, 6<sup>th</sup> Floor,

Eric Booth  
Arts Learning Consultant

## OFFICE OF THE SELECT BOARD

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
JOSEPH A. CURRO, JR.  
JOHN V. HURD  
STEPHEN W. DECOURCEY



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

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

May 21, 2019

Susan Larson

Arlington, MA 02476

Re: Appointment: Arlington Cultural Council

Dear Ms. Larson:

As a matter of the standard appointment procedure, the Select Board requests that you attend a meeting of the Select Board at Town Hall, Select Board Chambers, 2<sup>nd</sup> Floor, 730 Massachusetts Avenue, on Monday, June 3rd at 7:15 p.m.

It is a requirement of the Select Board that you be present at this meeting. Your presence will give the Board an opportunity to meet and discuss matters with you about the area of activity in which you will be involved.

Please contact this office to confirm the date and time with Fran, Ashley, or Lauren at the above number.

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



## Town of Arlington, Massachusetts

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### For Approval: Transportation Advisory Committee Recommendations

#### Summary:

- a) Crosswalk on Summer Street @ Victoria Road/Buzzell Field
  - b) Traffic Calming on Herbert Road @ Entrance to Magnolia Park
- Howard Muise, Chair

#### ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Summer_at_Buzzell-Victoria_SB_060319_(1).docx	Recommendations Crosswalk on Summer St. @ Victoria Road
▢	Reference Material	Herbert_at_Magnolia_SB_060319_(1).docx	Recommendations Traffic Calming on Herbert Road at Magnolia Park
▢	Reference Material	3.25.19__reference_Herbert_Road.pdf	3.25.19 reference - Herbert Rd. traffic calming petition





## **TRANSPORTATION ADVISORY COMMITTEE**

Town of Arlington

Planning and Community Development Department, 730 Mass Ave,

Arlington MA, 02476

c/o Daniel Amstutz

**To: Select Board**

**From: TAC**

**Subject: Crosswalk on Summer Street at Victoria Road/Buzzell Field**

**Date: June 3, 2019**

---

### **Recommendation**

The TAC recommends that the Select Board approve a no parking area on the eastbound side of Summer Street between 40 feet before and five feet after the crosswalk on Summer Street at Victoria Road/Buzzell Field. The TAC is continuing to investigate the feasibility and desirability of moving the crosswalk from the east side of the intersection to the west side.

### **Background**

The Department of Public Works and TAC received a message from a resident of Columbia Road regarding the safety of the crosswalk on Summer Street at Victoria Road and the entrance to Buzzell Field. The primary concern was that when vehicles are parked on the eastbound approach to the crosswalk, the visibility of pedestrians trying to cross from the Buzzell Field sign is obscured by the parked vehicles. This happens because Summer Street curves to the right approaching the crosswalk. As a result, pedestrians stepping into the crosswalk from the field have parked cars to their immediate left, blocking their view of oncoming traffic and drivers' views of them trying to cross. This is an issue whenever Buzzell Field is in use for games as there is no off-street parking available in the area. As an initial step, TAC recommends posting no parking on the eastbound side of Summer Street from 40 feet before the crosswalk at Victoria Road/Buzzell Field to five feet after the crosswalk. The TAC is continuing to consider other possible measures, including potentially moving the crosswalk from the east side of the intersection to the west side.

Respectfully submitted,

Howard Muise, Chair

#### **Transportation Advisory Committee Members:**

Daniel Amstutz (Planning Department), Wayne Chouinard (Public Works Department), Lenard Diggins, Charles Giroux, Michael Gordon (Secretary), Brian Kmetz, Melissa Laube, Jeffrey Maxtutis, Howard Muise (Chair), Officer Corey Rateau (Police Department), and Scott Smith,

**Web site:** [www.arlingtonma.gov/tac](http://www.arlingtonma.gov/tac)



## **TRANSPORTATION ADVISORY COMMITTEE**

Town of Arlington

Planning and Community Development Department, 730 Mass Ave,

Arlington MA, 02476

c/o Daniel Amstutz

**To: Select Board**

**From: TAC**

**Subject: Traffic Calming on Herbert Road at Magnolia Park**

**Date: June 3, 2019**

---

### **Recommendation**

The TAC recommends the Select Board take no action at this time on the request for traffic calming measures on Herbert Road at the entrance to Magnolia Park. The TAC will monitor traffic speeds and volume on Herbert Road this summer to evaluate the effectiveness of the speed safety zone on approved by the Select Board at its January 9, 2019 meeting. Additional traffic calming measures can be considered if warranted by the results of the speed safety zone evaluation.

### **Background**

During the planning for the reconstruction of the Magnolia playground, the Recreation Department requested that the TAC evaluate the installation of a speed table (raised intersection) at the intersection of Herbert Road and Magnolia Street/entrance to Magnolia Park. The TAC did not recommend the speed table because of the estimated cost of over \$100,000. As an alternative to the speed table, TAC proceeded to evaluate the implementation of a speed safety zone (20 mph) at the entrance to Magnolia Park. At TAC's recommendation, the Select Board approved the speed safety zone at January 9, 2019 meeting. On May 2, 2019, the Select Board forwarded to TAC a citizen petition requesting traffic calming measures on Herbert Road at Magnolia Park. The TAC believes no action be taken on this request until the effect of the speed safety zone on traffic speed and volume can be evaluated. The TAC plans to conduct this evaluation during the summer months when the park will be at its busiest.

Respectfully submitted,

Howard Muise, Chair

#### **Transportation Advisory Committee Members:**

Daniel Amstutz (Planning Department), Wayne Chouinard (Public Works Department), Lenard Diggins, Charles Giroux, Michael Gordon (Secretary), Brian Kmetz, Melissa Laube, Jeffrey Maxtutis, Howard Muise (Chair), Officer Corey Rateau (Police Department), and Scott Smith,

**Web site:** [www.arlingtonma.gov/tac](http://www.arlingtonma.gov/tac)

December 6, 2018

RECEIVED  
SELECTMEN'S OFFICE  
ARLINGTON, VA 22204  
2019 MAR 16 PM 1:35

To the Arlington Board of Selectmen,

We are writing out of concern about the speed at which cars drive down Herbert Road in front of the entrance to Magnolia Park in East Arlington. We have witnessed many cars driving at unsafe speeds, despite the painted crosswalk. Herbert Road runs parallel to Massachusetts Avenue, and during morning and afternoon rush hour we imagine many commuters are using Herbert Road as a substitute for Mass Ave.

The recently renovated Magnolia Park is quite popular and is frequented by many children on a daily basis. Casa Esme Nursery School brings their toddler and preschool-aged students to Magnolia Park daily. Herbert Road is also along the route that many children walk each morning and afternoon on their way to and from Hardy Elementary school, located a few blocks away.

As much as we try to teach safe street crossing skills, children can be very unpredictable and are often distracted when crossing the street. Additionally, during the summer when the playground is most used, there are frequently school buses bringing soccer teams to play at Magnolia Field and the adjacent Thorndike Field. The buses will park temporarily on the side of Herbert Rd, which greatly reduces the visibility for drivers. The buses block the view of a child getting near a crosswalk, and for cars that are not driving slowly, this causes a lot of slamming on the brakes as well as honking.

As the enclosed petition will attest, there are many of us in the neighborhood who are respectfully requesting the addition of a speed bump/table/raised crossing to the intersection of Magnolia Street and Herbert Road. Keeping in mind the news of several injuries and fatalities of grown adults while in a crosswalk in Arlington in recent years, we hope you will consider this request to be in the best interest in the safety of our children.

Thank you for your consideration,



Ceillidh Yurenka, 68 Fremont Road,

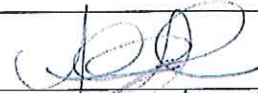
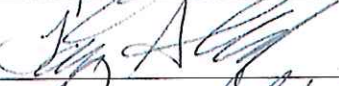

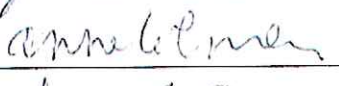


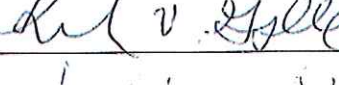
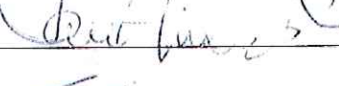

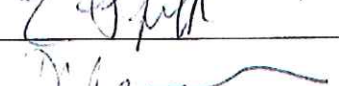






Sharon Jacobson, 72 Magnolia Street

On behalf of many other Magnolia Park Parents and Neighbors



## Petition for Increasing Street Safety

We, the undersigned, are concerned citizens who <sup>want</sup> the Board of Selectmen to act now to create a speed bump/table/raised crossing at the intersection of Magnolia Street and Herbert Road in East Arlington. We hope you will consider this to be in the best interest of the community and our children.


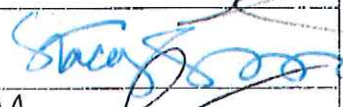
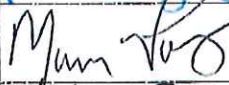
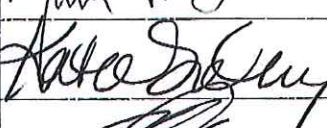
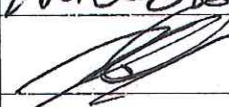
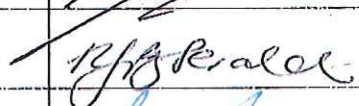
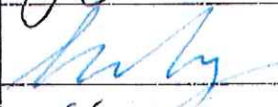
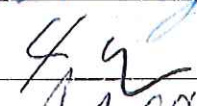
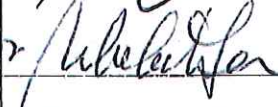
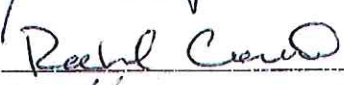
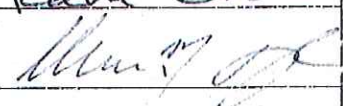
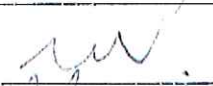
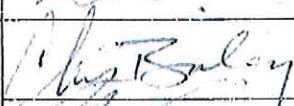

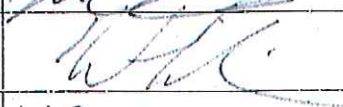
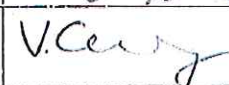
	Date	Printed Name	Street Address	Signature
1.	12/6/18	Allison Holt	27 Lake St., Arlington	
2.	12/6/18	Tara Ahmed	11 Lakehill Ave.	
3.	12/6/18	PAUL SLOBODA	16 CHANDLER STREET	
4.	12/6/18	Anne Coleman	12 Pondview Rd	
5.	12/6/18	Kelly Bennett	17 Magnolia St	
6.	12/6/18	Sheherazade	119 Lake St.	
7.	12/6/18	Baruch Gouperil	120 VARNUM ST.	
8.	12/7/18	Leif Hach	96 Bay State Rd	
9.	12/7/18	Ellen Rohre	77 Townsend St	
10.	12/7/18	Ellen Pfister	24 Magnolia St	
11.	12/7/18	Marissa Leone	38 Teak St	
12.	12/7/18	Neil Bomberger	12 Pondview Rd	
13.	12/7/18	Marnie Weinberg	25 Linwood St. #1	
14.	12/10/18	Melissa Simmons	48 Elliot Rd	
15.	12/10/18	Chia-Fei Chen	122 Thurndike St.	
16.	12/10/18	Linda Friedman	5 Littlejohn St.	



# Petition for Increasing Street Safety


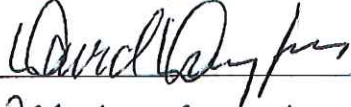
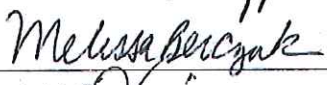
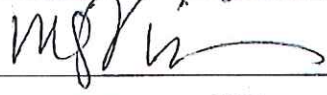

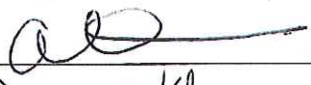
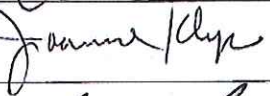

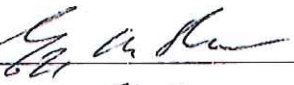
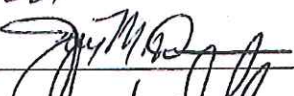
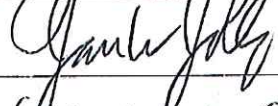
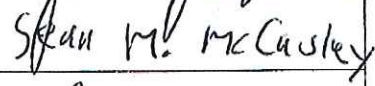
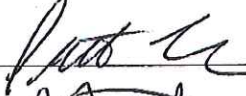
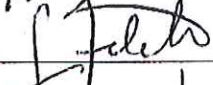
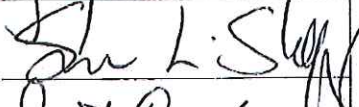

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We, the undersigned, are concerned citizens who want the Board of Selectmen to act now to create a speed bump/table/raised crossing at the intersection of Magnolia Street and Herbert Road in East Arlington. We hope you will consider this to be in the best interest of the community and our children.

Date	Printed Name	Street Address	Signature
12/10/18	Enn Lackaye	96 Lake St, Unit 2 Arlington, MA 02474	
12/13/18	Stacey Subady	16 Chandler Street Arlington, MA 02474	
12/13/18	Maura Powers	43 Margaret St Arlington	
12/15/18	Katie Tremblay	25 Elder Terrace Arlington	
12/15/18	Josh Weinberg	25 Linwood St. #1 Arlington, MA	
12/15/18	Roslyn Fitzgerald	16 Winter St Arlington MA	
12/20/18	Lilly Raposa	45 Churchill Ave	
12/20/18	Fred Rohre	77 Trumbull St	
1/10/19	Rebekah Lea	5 Swan St Arlington	
1/13/19	Rachel Cawotta	96 Gardner St Arlington	
1/17/19	Sharon Taylor	70 Magnolia St Arlington	
1/17/19	Margaret Sullivan	9 Cottage St Arlington	
1/17/19	CHRIS BAILEY	19 WHITTENORE ST	
1/17/19	Sarah Smith	91 Bay State Rd	
1/17/19	Margaret Litch	8 Windsor St	
3/11/19	Valerie Conway		

## Petition for Increasing Street Safety

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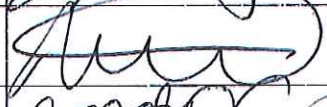

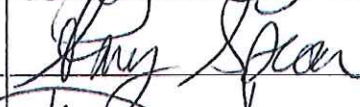

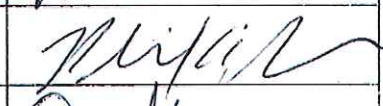
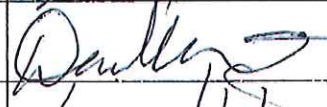


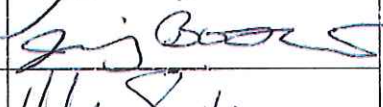



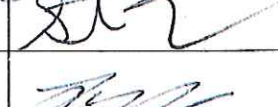
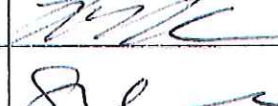

Date	Printed Name	Street Address	Signature
1/16/19	MARC JACOBSON	72 Magnolia St. Arlington, MA	
1/16/19	David Dreyfus	160 Jason St Arlington, MA 02476	
1/16/19	Melissa Berczak	40 Teel St Arlington MA 02474	
1/16/19	Maryglenn Vincens	438 Mass. Ave. Arlington 02474	
1/16/19	DANA OZIK	28A PARK ST ARLINGTON 02474	
2/4/19	ATSUKO ISO	48 Magnolia St. Arlington, MA	
2/10/19	JOANNE KLYS	990 Massachusetts Ave #200 Arlington, MA	
2/10/19	Marie Meteer	14 Branford Rd Arlington MA 02476	
2/10/19	Greg Rucci	93 Highland Rd Arlington MA 02476	
2/10/19	Jay Doyle	61 Crescent Hill Ave Arlington, MA	
2/10/19	James Jolley	200 Park Ave Arlington, MA	
2/10	Sean McCauley	1184 MASS AVE	
2/10	Scott Lever (Tmm)	81 Kensington Park	
2/10	Bill Fekete	81 Kensington PK	
2/10	Sue Shaffer	26 Kensington PK	
2/10/19	David Desjardins	23 Colonial Drive ARLINGTON	

Deaf →  
man



## Petition for Increasing Street Safety

We, the undersigned, are concerned citizens who want the Board of Selectmen to act now to create a speed bump/table/raised crossing at the intersection of Magnolia Street and Herbert Road in East Arlington. We hope you will consider this to be in the best interest of the community and our children.

Date	Printed Name	Street Address	Signature
3.10.19	Betsy Carlton Gysin	268 Broadway	
3.10.19	DAVID POTERRE	119 LAKE	
3.10.19	Carolyn C. Carlson	48 Crosby St.	
3.10.19	Amy Speare	118 Ridge St	
3/10/19	Michael Rie	19 Frost St. 02474	
3/10/19	Philip Speare	118 Ridge St.	
3/10/19	Dan Dischert	85 Newport St	
3/10/19	LEAH DAVIS	54 Academy St	
3/10/19	John A Shriver	23 Bailey Rd	
3/10/19	Benifer Bosco	4 Swan St., Arl.	
3/10/19	Malisa Silver	27 Rockmont Rd.	
3/10/19	DAVID KLINGBERG	4 Rhinecliff St.	
3/10/19	Shaileen Pokress	51 Crosby St.	
"	Steve Krappen	170 SUMMER.	
3/11/19	Lauren Killian	15 Eliot Rd.	
3/11/19	Glenn Campbell	East Monroe Town	



## Petition for Increasing Street Safety

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Date	Printed Name	Street Address	Signature
2/10/19	Lauren S. Cosgrove	98 Oakland Ave	Lauren Cosgrove
2/10/19	Mette Amundt	64 Gratton St	Mette Amundt
2/16/19	Alham Saadat	62 Magnolia St	Alham Saadat
3/9/19	William Garbino	11 Newbury Road #2	William J. Garbino
3/11/19	Aaron Kitzler	148 Hillside Av	Aaron Kitzler
3/10/19	Wendy Fields	175 Overlook Rd	Wendy Fields
3/10/19	Kate Tranquada	108 Park Ave Ext 02474	Kate Tranquada
3/10/19	Kathleen Greene	194 Westminster Ave Arlington MA 02474	Kathleen Greene
3/10/19	Walter Greene	194 Westminster Ave.	Walter Greene
3/10/2019	Anthony Fernandez	153 Medford Street #2	Anthony Fernandez
3/10/2019	Barbara Tosti	1 Watermill Pl. Unit 419	Barbara Tosti
3/10/19	Juliet Wendel	16 Adams St.	Juliet Wendel
3-10-19	Jim Wendel	60 Broadway 02474 Arlington, MA	Jim Wendel
3/10/19	Bradford Elmer	60 Randolph st #2 Arlington MA	Bradford Elmer
3/10/19	Sylvia Elmer	11	Sylvia Elmer
5/11/19	Chris Bennett	17 Magnolia St 02474	Chris Bennett



## Petition for Increasing Street Safety

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Date	Printed Name	Street Address	Signature
3/10	Laurent Gauthier	122 Thorndike	Laurent
3/11	Kate Leary	39 Milton St.	Kate Leary
3/11	Daniel Jalkut	17 Randolph St.	Daniel Jalkut
3/11	Heather Hogan	438 MASS AVE #142	Heather Hogan
3/11	ROSLYN FITZGERALD	16 Winter St	Roslyn Fitzgerald
3/11	Will Rury	35 Lakewood Ave	Will Rury
3/14	Ashir Mehmood	9/11 Milton St	Ashir Mehmood
3/14	Scott McClure	27 BOULEVARD RD	Scott McClure
3/14	Marta Bates	43 Chandler	Marta Bates
3/14	AMRIT PILO	43 EGBERTON RD	Amrit Pilo
3/14	Matthew Koger	28 Trowbridge	Matthew Koger
3/14	Alban Chevignard	125 Pleasant St	Alban Chevignard
3/15	Esther Lin	46 Magnolia St	Esther Lin
3/15	Rallan Kuberj	96 Chandler St	Rallan Kuberj
3/15	JENNA BELTRAM	20 MAGNOLIA ST. #3	Jenna Beltram
3/15	Michelle Phelan		Michelle Phelan 135 Thorndike St.



## Town of Arlington, Massachusetts

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### Request: Two Spaces, On Street Overnight Parking @ 118 Westminster Avenue

#### Summary:

Will and Diane Stansbury  
(tabled from 5/20/2019 meeting)

#### ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Police_Memo_-_118_Westminster_Ave.pdf	Memo from Police Department
▢	Reference Material	Request_118_Westminster.pdf	Request 118 Westminster Avenue
▢	Reference Material	Overnight_Parking_Request_-_91_Westminster_(2).doc	May 2014 reference, Overnight parking request denial @ 91 Westminster Ave.

# ARLINGTON POLICE DEPARTMENT

**JULIANN FLAHERTY**  
Acting Chief of Police



*Town of Arlington*  
MASSACHUSETTS 02474

POLICE HEADQUARTERS  
112 Mystic Street  
Telephone 781-316-3900  
Facsimile 781-316-3919

## MEMORANDUM

TO: Marie Krepelka  
Board Administrator

FROM: Officer Corey P. Rateau  
Traffic and Parking Unit

DATE: May 17, 2019

RE: Request: On Street Overnight Parking 2 118 Westminster Avenue

---

At your request, the Arlington Police Department Traffic and Parking Unit looked into the petition by Mr. and Mrs. Stansbury seeking to have two on-street overnight parking spaces in front of their residence at 118 Westminster Avenue. The Traffic and Parking unit **does not** support this current request.

As explained to the petitioners, the town right-of-way does not need to be paved to be considered part of the sidewalk. Article 1 of the Traffic Rules and Orders defines a sidewalk as "That portion of a street or highway set aside for pedestrian travel." A person needing to seek refuge from vehicles on a roadway can travel upon the grass as well as a paved pathway. This was previously pointed out when people straddling the curb and/or parking along the grass strips on Pleasant Street attempted to argue that they were not parked on the sidewalk. We do not think that a precedent should be set allowing parties to be permitted to park on what is by definition the sidewalk, which is already a violation of Article V, Sec. 1 of the Traffic Rules and Orders.

We also do not think that parking on the street would be feasible. Although partially faded at this time due to being only temporarily marked after recently being repaved, this portion of Westminster Avenue is marked with a double-yellow line defining the two lanes of travel. Each travel lane is approximately 14 feet wide and vehicles parked on the roadway would not yield the requisite ten-foot lane of travel for passing vehicles (as also required by Article V, Sec. 1) without forcing them over the double-yellow line and potentially into oncoming traffic.

*"Proactive and Proud"*

## ARLINGTON POLICE DEPARTMENT

In the rear of the property, there is a driveway present that appears capable of holding two vehicles parked in tandem. While we do understand that maneuvering can be difficult due to the shared right-of-way with 14 Westcourt Terrace, it should be pointed out that it appears that the rear of the petitioner's property was modified with hardscaping that includes a paver-type retaining wall. There is also another section of this shared right-of-way that contains more hardscaping, including a path leading to a water feature but it is unknown if this belongs to 118 Westminster or 14 Westcourt Terrace. But regardless, it appears that had this retaining wall not been built right up to the edge of the driveway at 118 Westminster, maneuvering and turning vehicles while entering and exiting would not be as difficult. (Please see photographs taken 05/17/19 on the following page).

Due to the above listed observations and based on past practices, we do not feel that this residence meets the standards for granting an on-street overnight permit.

Please let us know if we can be of any further assistance in this matter.

CPR

Cc: Juliann Flaherty  
Acting Chief of Police

Capt. Paul Conroy  
Support Services Commander

Lt. Richard Pedrini  
OIC / Traffic, Details, and Licensing

Deputy Chief Kevin Kelley  
Arlington Fire Operations

Adam Chapdelaine  
Town Manager

***"Proactive and Proud"***



## ARLINGTON POLICE DEPARTMENT



*“Proactive and Proud”*

# ARLINGTON POLICE DEPARTMENT

*“Proactive and Proud”*

April 30, 2019

RECEIVED  
OFFICE OF THE  
APPLICATOR, MA 02474  
2019 MAR 21 AM 11:22 2019 APR 31 AM 11:21

Will and Diane Stansbury  
118 Westminster Ave  
Arlington, MA 02474

Dear Select Board,

We are submitting a request for a permanent On-Street permit for 118 Westminster Ave for cars MA-767LJ4 and MA-7HG834. We have lived at 118 Westminster Ave for 20 years. Over that time our cars have been ticketed off and on due to complaints issued for on street parking in our neighborhood. We park our cars on the dirt section in front of our house between the sidewalk and the street - never blocking the street or sidewalk. The reason for this, and the reason why we are applying for permanent on street parking, is the location of our driveway.

We have a driveway located in the back of our house which spills out into a right of way we share with our neighbors whose house is about 6 feet away from the bottom of our driveway. The placement of the driveway, sharp 90 degree angle and 4ft drop from the neighbor's retaining wall all make it very dangerous for us to pull out of the driveway. For our safety and the safety of our neighbors we have used the parking in front of our house for 20 years.

Our house and driveway were built at a time when there were no houses behind us, thus the use of the driveway was probably much easier. However, with the development of West Court Terrace the use of the driveway has become impossible. Please let us know if you have any questions or would like more information. We can be reached at 781-641-3864. Or email, [dlstansbury@gmail.com](mailto:dlstansbury@gmail.com) and [wstansbury@gmail.com](mailto:wstansbury@gmail.com) . Thank you for your consideration.

Best Regards,

  
Will and Diane Stansbury

# ARLINGTON POLICE DEPARTMENT

CHIEF OF POLICE  
Frederick Ryan



*Town of Arlington*  
MASSACHUSETTS 02474

POLICE HEADQUARTERS  
112 Mystic Street  
Telephone 781-316-3900  
Facsimile 781-316-3919

## MEMORANDUM

TO: Marie Krepelka  
Board Administrator

FROM: Officer Corey P. Rateau  
Traffic and Parking Unit

DATE: May 8, 2014

RE: Request: Two Spaces, On-Street Overnight Parking @ 91 Westminster Ave

---

At your request, the Arlington Police Department Traffic and Parking Unit looked into the petition by Mr. Goldstein seeking to have two on-street overnight parking spaces in front of his residence at 91 Westminster Avenue. The Traffic and Parking unit **does not** support this current request.

The past standard has always been that cost to the petitioner is not a factor in such determinations; but rather or not it is structurally possible to install a driveway. A review of the area shows that with the exception of Mr. Goldstein's property, every other residence on this block of Westminster Avenue listed in the Mt. Gilboa Historical Register with a similar stone retaining wall has been modified to accommodate either a driveway or a multi-car garage. Furthermore, in Title VII (Historic Districts) Article 4, Sec. 3 (Limitations on Authority of Commissions) subsection (B) of the Town Bylaws, it specifically states that the Commission does not have the authority to review "Terraces, walks, driveways, sidewalks, and similar structures, or any one or more of them, provided that any such structure is substantially at grade level." Thus installing a driveway without altering the building structure itself atop the hill should not mar the historical nature of his residence as he has suggested.

We also do not support the Arlington Fire Department's recommendation of having the front of the area paved, striped and signed as a designated parking area for 91 Westminster Avenue. This area is still part of the public way and their recommendation could set a precedent that private parties can make minor improvements to part of a public way and then be granted exclusive parking

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## ARLINGTON POLICE DEPARTMENT

privileges. From an enforcement standpoint, it would put the Police Department in a position where they may get calls at all times of the day to ticket a vehicle parked on a public way just because the complainant paid to have it paved; something that would not happen on any other public way in town.

Please let us know if we can be of any further assistance in this matter.

CPR

Cc: Frederick Ryan  
Police Chief

Capt. Julie Flaherty  
Support Services Commander

Lt. Paul Conroy  
OIC, Details, Traffic and Licensing

Deputy James Bailey  
Arlington Fire Prevention

Adam Chapdelaine  
Town Manager

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## Town of Arlington, Massachusetts

### Discussion and Approval: Changing Name of Senior Center to Community Center

#### Summary:

Adam W. Chapdelaine, Town Manager

#### ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Letter_from_CB_to_JR_Re- Naming_of_27_Maple_Street.pdf	Memo from C. Bongiorno



# 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: Jenny Raitt, Planning and Community Development Director

FROM: Christine Bongiorno, Director of Health and Human Services

DATE: April 4, 2019

RE: Re-Naming of 27 Maple Street

---

As you are aware, the Central School building, located at 27 Maple Street, also known as the Multipurpose Arlington Senior Center was designated as such in the early 1980s. As we move towards bringing the Center into the 21<sup>st</sup> century through the planned renovation in FY20, we would like to ask the Arlington Redevelopment Board for their approval to rename the building as the Arlington Community Center, which will go into effect once the building is re-opened.

This name change represents a movement across the country to shift away from terminology such as senior and elder, towards more age-friendly and inclusive terminology. The name change concept has been brought to both the Council on Aging Board as well as the Arlington Seniors Association.

We are in the beginning stages of planning to embark on a capital fundraising campaign to raise funds to furnish the ground floor and first floor of the soon to be renovated building, as well as provide the funding for the audio visual equipment for the space. With this plan, we hope to have this name change approved as soon as possible, so that the newly renovated space can be referred to in the marketing materials as our updated and redesigned space in the newly named Arlington Community Center.



## Town of Arlington, Massachusetts

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### For Approval: Temporary Repairs to Regis Road

#### Summary:

Adam W. Chapdelaine, Town Manager

#### ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Regis_Rd._SB_Memo_5-29-2019.pdf	Memorandum to Board





**Town of Arlington  
Office of the Town Manager**

**Jim Feeney**  
Assistant Town Manager

730 Massachusetts Avenue  
Arlington MA 02476-4908  
Phone (781) 316-3010  
E-mail: [jfeeney@town.arlington.ma.us](mailto:jfeeney@town.arlington.ma.us)  
Website: [www.arlingtonma.gov](http://www.arlingtonma.gov)

**To:** Members of the Select Board  
**From:** Jim Feeney, Assistant Town Manager  
**RE:** Authorization of Temporary Repairs – Regis Rd.  
**Date:** May 29, 2019

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Members of the Board may recall Regis Rd. is a private way, the abutters of which petitioned the Board in both February 2018 and April 2017 for relief from its deteriorating condition. Additionally, the abutters presented well-documented claims regarding the use of the road for Thompson School drop-off/pick-up and parking, as well as it being used as a delivery route during school construction periods.

Since the abutters' last appearance at the June 11, 2018 meeting, we have met to explore various options to repair or repave the road, as well as strategies for addressing parking issues. Frankly, based on its current condition, the road itself requires a full depth reconstruction; no lesser treatment is feasible. With that in mind, although the abutters had reached critical mass to pursue a betterment, the eventuality of the utility provider needing to replace gas main infrastructure (as they were doing elsewhere in the vicinity) in at least the semi-near future presented a seemingly insurmountable hurdle. Understandably so, abutters wanted not to see their new road trenched. Given the circumstances, and following the resolution of relevant industry work stoppages, we facilitated a dialogue with National Grid regarding the scheduling of this future work for the 2020 construction season. As the time nears, we are considering facilitating a conversation between the abutters and National Grid, with the goal being the latter contributing funds to the road project instead of expending resources on what would amount to temporary post-construction restoration activities. If successful, the result would be a corresponding decrease in the cost-share burden borne by each household.

Now that this work is tentatively scheduled, and since the abutters' are well positioned to pursue a betterment upon its completion, we are seeking authorization to perform temporary

repairs aimed at providing a passable road until more extensive work begins. Here, we seek authorization under *Section 3(B): Town Criteria* to abate immediate hazards. After evaluation earlier this spring, in accordance with the provisions of the Town's recently revised Betterment Bylaw, the Director of Public Works deemed the current state of this road to significantly impact the safe passage of public safety vehicles and other Town vehicles and/or equipment. As an aside, it is worth noting this new, clearly defined instrumentality provides flexibility in addressing individual private way matters on a case-by-case basis.

In light of this pending request, we have arranged to provide for a temporary road closure on June 15<sup>th</sup> such that abutters can perform a clean-up of the road surface. This will involve collecting chunks of asphalt dislodged during plow operations, sweeping, shoveling and cleaning sediment from inside and around potholes and other areas of loss to facilitate temporary patching. The debris will be placed at either end of the road to facilitate haul and away and disposal by the Town at a later date. This will be a labor-intensive and time consuming process, and the Town is thankful the residents are willing to partner with Public Works to do their part to bring this project to fruition as it is not often well understood the level of effort and resources required to complete a project of this nature. Finally, on a subsequent day when time and materials allow, Public Works will perform temporary asphaltic patching to provide for safer travel.

There is no expectation the repairs will be anything but temporary given the failure of the road surface and sub-grade and the wear and tear endured during winter operations; nevertheless, with a betterment on the horizon, the repairs need only be temporary and we believe it is prudent in this instance to proceed with these repairs as part of the larger solution we have collectively developed. Thank you for your consideration.



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## Town of Arlington, Massachusetts

**For Discussion and Approval: Revision to Parking Implementation & Governance Committee Charter**

**Summary:**

Adam W. Chapdelaine, Town Manager

**ATTACHMENTS:**

	Type	File Name	Description
▢	Reference Material	Parking_Advisory_Committee_charter_FINAL.pdf	Reference

## **Parking Advisory Committee Charter**

### **(Revised charter for the Parking Implementation/Governance Committee)**

#### **FINAL – As of 05-21-19**

The Arlington Select Board has established a Parking Advisory Committee (PAC) consisting of representatives from stakeholders throughout Arlington. This group works with appropriate Town staff to make parking policy recommendations for the business and commercial areas within the town, particularly but not exclusively in Arlington Heights, Arlington Center, and East Arlington. The Committee makes recommendations to the Select Board regarding public on-street and off-street parking, freight loading and unloading in the public way, on-street public transit stops, public bicycle and low-speed vehicle parking, and drop-off/pick-up areas for taxis and rideshare services. The Committee works as a governance group to review and report to the Board on the effectiveness of current town parking regulations affecting business and commercial areas, as well as impacts on abutting residential areas. This group also plays an advisory role regarding projects supported with funds from the Arlington Center Parking Benefit District and any future parking benefits districts created, as needed.

The Committee is made up of the following representatives:

1. Member or designee of the Select Board
2. Town Manager or designee
3. Member of the Transportation Advisory Committee
4. Representative from the Disability Commission
5. Representative from the Chamber of Commerce
6. Three (3) representatives from businesses or institutions in the above-defined areas of interest
7. Three (3) residents from the areas of interest or adjacent neighborhoods
8. Treasurer or designee
9. Community Safety Traffic Unit of the Arlington Police Department
10. Representative from the Department of Public Works
11. Representative from the Department of Planning and Community Development (ex officio)

For categories #5 and #6 above, the Town Manager shall make appointments, subject to the approval of the Select Board, seeking to balance geographical representation, experience, and business and institution profiles. Terms for these six individuals shall be for three years, and initial terms of residents and business/institution representatives shall be staggered.

The representative of the Department of Planning and Community Development shall serve in an *ex officio* capacity, with no vote. They shall be responsible for convening and conducting meetings, and for maintaining minutes and agendas, in accordance with the Open Meeting Law.





## **Town of Arlington, Massachusetts**

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### **Requests for Authorization: Parmenter School**

#### **Summary:**

- a) Authorization to Execute Lease Extension for Arlington Children's Center - Update to Capital Contribution
- b) Authorization to Issue RFP for Lease of Ground Floor Space in Former ISB space

Adam W. Chapdelaine, Town Manager

#### **ATTACHMENTS:**

Type	File Name	Description
▢ Reference Material	Parmenter_proposal_lease_extension_2019_(1).pdf	Proposal from ACC Lease Extension 2019
▢ Reference Material	Parmenter_ACC_lease_2014.pdf	2014 ACC Lease



Arlington, MA Select Board  
730 Massachusetts Avenue  
Arlington, Massachusetts

May 23, 2019

To Members of the Select Board:

In accordance with Section 4(a) of the lease between the Town of Arlington and Arlington Children's Center, Inc. (ACC) and following the Town's offer to extend the lease from July 1, 2019 through June 30, 2024 and ACC's subsequent acceptance of the extension, we propose an annual Capital Contribution equal to \$0.60 per square foot or \$5179.20 payable monthly at the rate of \$431.60. This cost would remain fixed throughout the term of the lease extension.

On behalf of the faculty, staff and Board of Directors of Arlington Children's Center, we appreciate your consideration of this proposal and look forward to our continued tenancy at the Parmenter Building.

Yours truly,

Mathew Dolan  
Executive Director

Cc: Adam Chapdelaine, Town Manager

ARLINGTON TOWN MANAGER'S OFFICE &  
ARLINGTON CHILDREN'S CENTER

PARMENTER SCHOOL BUILDING LEASE

Commencement Date: August 1, 2014

Date Executed: July 28, 2014

**ARLINGTON TOWN MANAGER'S OFFICE &  
ARLINGTON CHILDREN'S CENTER**

**PARMENTER SCHOOL BUILDING LEASE**

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**TOWN OF ARLINGTON &  
ARLINGTON CHILDREN'S CENTER**

AGREEMENT OF LEASE, executed as of the 28th day of July, by and between the TOWN OF ARLINGTON (hereinafter referred to as the Landlord) and the ARLINGTON CHILDREN'S CENTER, a Massachusetts non-profit corporation (hereinafter referred to as the Tenant).

W I T N E S S E T H T H A T:

**SECTION 1. DEFINITIONS AND DATA**

(a) Each reference in this Lease to the following terms shall be construed to incorporate the following respective definitions and data:

Additional Rent: Any amounts prescribed in this Lease other than the Fixed Rent or Operating Expenses.

Annual Fixed Rent: See **Section 6** below.

Area of Building: It is agreed that the area of the Building is 23,312 square feet, more or less.

Area of Tenant's Portion of Building: It is agreed that the area of the Tenant's portion of the Building is 8,632 square feet, more or less, or 37% of the Area of the Building.

Building: The building known as the Parmenter School Building, situated on the Land as defined below, and containing 23,312 square feet, more or less.

Business Days: All days except Sundays, Saturdays, days established as "Legal Holidays" on which state offices are closed and such other days that the Tenant presently or in the future recognizes as holidays for the Tenant's general office staff.

Capital Contribution: Annual payment made to the Town to defray costs associated with maintaining the building.

Capital Improvement: Any item that is available to, controlled by, or acquired by the Town, has a useful life of at least five years, and has a purchase cost of at least \$5,000.

Commencement Date: The date on which the initial Annual Fixed Rent commences, being August 1, 2014.

Demised Premises: That portion of the Building containing 8,632 square feet, more or less, plus the Land as defined below, located at 17 Irving Street, Arlington, Middlesex County, Massachusetts; the portion of the Building consists of office and classroom space as marked "8,632 SPACE" on a plan attached hereto and made a part hereof.

Designated Tenant: The single tenant billed and responsible for paying for all Operating Expenses that cannot be billed separately to each tenant.

Execution Date: The date on which this Lease is executed.

Fiscal Year (FY): The Town's fiscal year, from August 1 through June 30.

Land: The parcel of land located at 17 Irving Street, Arlington, Middlesex County, Massachusetts, and containing 52,781 square feet, more or less.

Landlord: The landlord named herein, or any subsequent owner or lessee, from time to time, of the Landlord's interest in the Demised Premises.

Landlord's Original Address: Town Manager's Office, Town Hall Annex 2<sup>nd</sup> Floor, 730 Massachusetts Avenue, Arlington, Massachusetts 02476.

Lease: This Agreement of Lease and the Schedules and Exhibits, if any, annexed hereto, which are made a part hereof.

Mortgage: A mortgage, deed of trust, trust indenture, or other security instrument of record creating an interest in, or affecting title to, the Land or Demised Premises, or any part thereof, including a lease-hold mortgage, and any and all renewals, modifications, consolidations, or extensions of any such instrument.

Mortgagee: A person, firm, corporation, or other entity holding any Mortgage.

Operating Expenses: See **Section 9** below.

Security Deposit: See **Section 5** below.

Taking: A taking of property or any interest therein, or right appurtenant or accruing thereto, by condemnation or eminent domain, or by action, proceedings, or agreement in lieu thereof, pursuant to governmental authority.

Tenant: The tenant named herein, or any subsequent assignee under **Section 31** below.

Tenant's Original Address:

Term, or Term of this Lease: Commencing on the Commencement Date (August 1, 2014) and expiring at 11:59 P.M. on June 30, 2019 ("Original Expiration Date"), unless such Term shall sooner terminate, or be extended, pursuant to the provisions of this Lease.

Unavoidable Delays: Delays due to strikes; lock-outs; labor disputes; acts of God; inability to obtain labor or materials; governmental restrictions; emergency acts; orders or regulations of any governmental authority, including without limitation restrictions, acts, orders or regulations aimed at conserving energy; civil commotion; unavoidable casualty; or other causes beyond the reasonable control of the Landlord or the Tenant, as the case may be, whether or not similar in nature to the causes hereinbefore enumerated.

**SECTION 2. DEMISED PREMISES; TERM OF LEASE**

(a) The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord certain space within the Building, containing 8,632 square feet, more or less, plus the non-exclusive right to use the Land as defined above (hereinafter referred to as the Demised Premises), located at 17 Irving Street, Arlington, Middlesex County, Massachusetts; said certain space consists of office and classroom space as marked "8,632 SPACE" on the plan attached hereto and made a part hereof.

(b) To have and to hold the Demised Premises, subject to the agreements, terms, and conditions herein contained, for the Term of this Lease as defined in **Section 1** above (being August 1, 2014 through June 30, 2019).

**SECTION 3. COMMENCEMENT DATE; INABILITY TO GIVE POSSESSION**

(a) The Commencement Date of the Term of this Lease shall be August 1, 2014. If the Landlord shall be unable, in the exercise of all reasonable efforts, to give possession of the Demised Premises on the Commencement Date for any reason, including without limitation a previous tenant's failure to vacate the Demised Premises, or to release its rights to the Demised Premises on time, the Landlord shall not be subject to any liability therefor. Under such circumstances, the Fixed Rent to be paid herein shall not commence until the Demised Premises are available for occupancy, and no such failure to give possession on the Commencement Date shall in any way affect the validity of this Lease or the obligations of the Tenant hereunder, nor shall same be construed in any way to extend the Term of this Lease or change the Commencement Date.

**SECTION 4. OFFER TO EXTEND**

(a) If this Lease has not been terminated prior to the Original Expiration Date, then the Landlord shall have the option to extend the initial term for one (1) Extension Period: a five (5) year extension to 11:59 P.M. on June 30, 2024, which the Tenant may accept or reject. When considering the option to extend, the Landlord shall consider:

- (i) whether the Tenant agrees to extend; and,
- (ii) whether the Tenant is in default hereunder at the time of the offer to extend; and,
- (iii) whether the Tenant is in default hereunder at the time the Term would expire but for such extension; and,
- (iv) whether the Landlord and the Tenant can agree on the Capital Contribution for such Extension Period.

(b) If the Landlord and the Tenant fail to extend, the Term shall expire at the end of the then current Term. The Landlord shall exercise the Option to Extend by giving written notice to the Tenant of the exercise of the option by June 30, 2018. Should the Tenant elect not to extend, written notice of such election shall be provided to the Landlord by September 30,

2018. During the Extension Period all provisions of this Lease shall apply, except that the Landlord and Tenant shall negotiate the Capital Contribution rate for the Extension Period.

**SECTION 5. SECURITY DEPOSIT**

(a) The Tenant shall not pay any Security Deposit.

**SECTION 6. ANNUAL FIXED RENT PAYMENT TERMS**

(a) The Tenant shall pay, without any set-off or deduction, the initial Annual Fixed Rent and subsequent Annual Fixed Rents to the Landlord at the Landlord's Original Address, or to such other person or entity, or at such other place as the Landlord may designate by notice to the Tenant. Said Rents shall be paid in equal monthly installments in advance on or before the first day of each calendar month during the Term of this Lease, and shall be apportioned for any fractional month in which the Commencement Date or the last day of the Term of this Lease may fall, except that upon the signing of this Lease by the Tenant, the Tenant shall pay the Landlord the monthly installment of initial Annual Fixed Rent payable for the fractional month at the commencement of the Term, plus for the first full month of the Term of this Lease.

(b) The Tenant shall pay, without any set-off or deduction, the Capital Contribution to the Landlord at the Landlord's Original Address, or to such other person or entity, or at such other place as the Landlord may designate by notice to the Tenant. Said Capital Contribution shall be paid in equal monthly installments in advance on or before the first day of each calendar month during the Term of this Lease, and shall be apportioned for any fractional month in which the Commencement Date or the last day of the Term of this Lease may fall, except that upon the signing of this Lease by the Tenant, the Tenant shall pay the Landlord the monthly installment of the Capital Contribution payable for the fractional month at the commencement of the Term, plus the first full month of the Term of this Lease.

(i) The Tenant may submit to the Landlord an annual list of requested capital improvements. The Landlord will consider the list and determine whether or not to seek funding authority to appropriate funds towards such capital improvements.

(c) The Landlord reserves the right to provide in any first Mortgage given by it that some or all rents, issues, and profits, and all other amounts of every kind payable to the Landlord under this Lease, shall be paid directly to such Mortgagee for the Landlord's account, and the Tenant covenants and agrees that it will, after receipt by it of notice from the Landlord designating such Mortgagee to whom payments are to be made, pay such amounts thereafter becoming due directly to such Mortgagee, until excused therefrom by notice from such Mortgagee. Prior to such notice from such Mortgagee all such payments to such Mortgagee by the Tenant shall, *pro tanto*, satisfy the Tenant's obligations hereunder in respect of such payments.

**SECTION 7. ANNUAL FIXED RENT**

(a) The Annual Fixed Rent to be paid for the first fiscal year of the

Lease, prorated if the lease commences after August 1, and to be paid in accordance with **Section 6** above, shall be \$61,287.20, payable monthly at the rate of \$5,107.27.

(b) There shall be an annual adjustment (hereinafter called the "Adjustment") in the Annual Fixed Rent effective each anniversary of the Commencement Date calculated by multiplying the Annual Fixed Rent by 1.02, representing an annual 2% increase. For example, in the second fiscal year of the Lease, the Annual Fixed Rent would equal  $\$61,287.20 \times 1.02$ , or \$62,512.94.

(c) The Town requires an annual Capital Contribution to be paid to offset the costs of maintaining the building. The annual Capital Contribution is equal to \$0.50 per square foot of the Demised Premises, or \$4,316.00, payable monthly at the rate of \$359.67. This cost remains fixed throughout the life of the Lease and is not subject to the Adjustment.

#### **SECTION 8. PAYMENT OF ADDITIONAL RENT**

(a) Except as otherwise specifically provided herein, any sum, amount, items, or charges designated or considered as Additional Rent in this Lease shall, following written notice to the Tenant, on or before the thirtieth (30th) day after giving of such notice to the Tenant, be paid by the Tenant to the Landlord, without any setoff or deduction, at the Landlord's Original Address, or at such other location as the Landlord may designate. Any such notice shall specify in reasonable detail the basis of such Additional Rent. The Landlord and the Tenant may negotiate in writing a schedule for payment of Additional Rent that exceeds the thirty (30) days specified in this **Section 8**.

#### **SECTION 9. OPERATING EXPENSES**

(a) This Lease is intended to be a net lease; thus, the Tenant(s) shall be billed for, and directly pay, the Operating Expenses attributed to the Demised Premises during the Term of this Lease in accordance with the provisions of this **Section 9**. The Operating Expenses attributed to the Demised Premises shall be equal to that portion of the Operating Expenses as the Demised Premises is to the Building (37%). Until the Building is fully tenanted, the Landlord shall bill the Tenant directly for the Tenant's share of the Operating Expenses. Since there may be two tenants in the Building in the future, and there are Operating Expenses that cannot be calculated and billed separately to each tenant, beginning on the first full month after the Building is fully tenanted, the tenants shall be billed for all such Operating Expenses. The tenants shall jointly designate a tenant who will be responsible for submitting payment for all Operating Expenses (the "Designated Tenant"). The Designated Tenant shall be responsible for paying all such bills, and collecting the other tenants' shares of said bills. Any lease between the Landlord and any other tenant in the Building shall provide for this system for the payment of Operating Expenses accordingly, and the Landlord shall promptly notify the Tenant when the Landlord enters into a new lease with a tenant so the Tenant can contact the new tenant to reach an agreement with respect to the designation of a Designated Tenant. The Designated Tenant shall submit to the Landlord, and all other vendors supplying any service that generates an Operating Expense, the Designated



Tenant's name, contact person, billing address, and contact telephone number, together with notification that bills are to be billed and submitted to the Designated Tenant.

(b) Operating Expenses as used in this Lease shall mean any costs and expenses for:

(i) utilities used to supply light, heat, ventilation and air-conditioning to the Building, and power to the machinery and equipment in the Building, such as electricity, oil, or gas;

(ii) water and sewer use;

(iii) janitorial, custodial, and security services, including costs of parking lot attendants and police details;

(iv) maintenance, repair, and replacement of equipment and fixtures, including floors, carpeting, and walls (excluding capital improvements);

(v) maintenance and repair of the Building (excluding capital improvements); however, with respect to the Land the provisions of **Subsection (c) of Section 11**, Care of Demised Premises below, shall apply; and,

(vi) other similar expenses of operation now or hereafter required for the Building and Land (excluding capital improvements).

(c) Except as otherwise set forth in this Lease, the Tenant shall not be responsible for costs and expenses relating to the capital improvements or replacement, or any financing or refinancing, of the Building or Land, including, without limitation, interest, principal, and other payments, ground rents, closing costs, attorneys' fees, points, fees, and commissions, or fines and penalties incurred by the Landlord due to violations by the Landlord of any governmental rule, or the Landlord's advertising and promotional expenditures, or real estate brokerage commissions, other than as arising in connection with the Landlord's exercise of its default remedies under **Section 26** below. It is the understanding of the Landlord and the Tenant that all of the Landlord's costs and expenses associated with the Building and the Land, including management costs associated with the Building and the Land, are included within Operating Expenses (excluding capital improvements).

(d) Notwithstanding the provisions of **Subsection (a)** above of this **Section 9**, and except as otherwise set forth in this Lease, including, but not limited to, the provisions of **Subsection (a) of Section 11**, Care of Demised Premises below, Operating Expenses do not include:

(i) finders' fees and real estate brokers' commissions;

(ii) capital improvements;

(iii) the cost of repairs due to casualty or condemnation that are reimbursed by third parties;

(iv) any cost due to the Landlord's breach of this Lease;

(v) any real estate, income, estate, inheritance, or other

transfer tax, and any excess profit, franchise, or similar taxes on the Landlord;

(vi) the Landlord's general overhead, and general and administrative expenses;

(vii) advertising and promotional expenditures and costs of signs in or on the Building identifying the owner of the Building;

(viii) costs incurred in connection with upgrading the Building to comply with any governmental law or regulation, unless such upgrading is required by the Tenant's use of the Demised Premises;

(ix) any and all costs of hazardous materials in or about the Building not placed therein by the Tenant;

(x) costs arising from latent defects in the base, shell, or core of the Building, or repair thereof; and,

(xi) any other expenses that, in accordance with generally accepted accounting principles consistently applied, would not normally be treated as operating expenses by landlords of comparable buildings in the area of the Building.

#### **SECTION 10. REMOVAL OF ORDINARY WASTE**

(a) As long as the Tenant is not in default beyond grace periods under any of the terms, covenants, or conditions of this Lease on the Tenant's part to be observed or performed, the Landlord shall cause ordinary waste to be removed from the Demised Premises.

#### **SECTION 11. CARE OF DEMISED PREMISES**

(a) Except as provided in Section 22, the Tenant shall act with care in its use and occupancy of the Demised Premises, and the fixtures, and equipment therein, and its use of the Tenant's Special Installations; and, at the Tenant's sole cost and expense, shall make all non-structural and non-capital repairs and replacements to the Demised Premises necessary to keep the same in the same condition they are now in, or may hereafter be put by the Landlord or the Tenant (taking and normal wear and tear excepted). Without limiting the generality of the foregoing, the repairs and replacements to the Demised Premises for which the Tenant is responsible include: the surfaces of the interior walls; all electrical, plumbing, sprinkler, sewage, air conditioning, ventilating and heating equipment, and facilities that serve the Demised Premises, and the wiring, pipes, motors, and fixtures used in connection therewith to the extent that those items serve the Demised Premises exclusively; all doors, door moldings and frames; all automatic door opening installations; all windows, window moldings, and building appliances, meters, fixtures, and equipment appurtenant to, and serving exclusively, the Demised Premises. The Tenant shall also replace any glass that may be changed or broken with glass of the same quality. The Tenant shall keep the stairwells, corridors, land areas, access walks, and parking areas free of debris and equipment that is associated with Tenant's use, and personal property of the Tenant, except as the Landlord may otherwise consent in writing in its sole and absolute discretion. The

tenants shall have the responsibility at their expense in keeping the Demised Premises free of ice and snow. Notwithstanding anything set forth in this **Section 11(a)** or otherwise in this Lease to the contrary, the Tenant shall not be required to make any Capital Improvements, as defined in **Section 1** above, to the Demised Premises.

(b) Except as otherwise provided in **Subsection (a)** above of this **Section 11**, the Landlord shall make, as and when necessary, structural repairs to the Demised Premises. The Landlord's obligations under the immediately preceding sentence shall not occur until after notice by the Tenant to the Landlord of the necessity of any specific repair. If the structural repairs required to be made by the Landlord hereunder would exceed \$50,000 in cost, the Landlord may terminate this Lease on thirty (30) days written notice to the Tenant.

(c) The Tenant, at the Tenant's sole cost and expense, shall make all repairs and replacements, structural or otherwise, necessitated or occasioned by the acts, omissions, or negligence of the Tenant, or any person claiming through or under the Tenant, or by the use or occupancy, or manner of use or occupancy, of the Demised Premises by the Tenant, or any such person.

## **SECTION 12. ALTERATIONS AND INSTALLATIONS BY TENANT**

(a) The Tenant shall not make or perform, or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Demised Premises (referred to collectively as "Alterations") without the Landlord's prior written consent, which may be granted or withheld by the Landlord in its sole and absolute discretion, except that the Tenant may paint the Demised Premises and install non-structural partitions within the Demised Premises with the Landlord's written consent, which will not be unreasonably withheld. Notwithstanding the foregoing provisions of this paragraph, or the Landlord's consent to any Alterations, all Alterations, whether made prior to or during the Term of this Lease, shall be made and performed in conformity with, and subject to, the following provisions: all Alterations shall be made and performed at the Tenant's sole cost and expense, and at such time and in such manner as the Landlord may reasonably from time to time designate; Alterations shall be made only by contractors or mechanics approved by the Landlord, such approval not unreasonably to be withheld or delayed; the Tenant shall submit to the Landlord reasonably detailed plans and specifications for each proposed Alteration, and shall not commence any such Alteration without first obtaining the Landlord's approval of such plans and specifications; prior to the commencement of each proposed Alteration, the Tenant shall furnish to the Landlord a duplicate original policy of comprehensive public liability insurance (including property damage coverage) in which the Landlord and its agents shall be named as parties insured, which policies shall be issued by companies, and shall be in form and amounts reasonably satisfactory to the Landlord, and shall be maintained by the Tenant until the completion of such Alteration (the provisions of this paragraph shall not limit the requirements of the Tenant with respect to liability insurance as set forth in other articles of this Lease); all fireproof wood test reports, electrical and air-conditioning certificates, and all other permits, approvals, and certificates required by all governmental authorities shall be timely obtained by the Tenant and submitted to the Landlord; notwithstanding the Landlord's approval of plans and specifications for any Alteration, all Alterations shall be made and performed in full compliance with all applicable laws, orders, and

regulations of federal, state, county, and municipal authorities, and with all directions, pursuant to law, of all public officers, and with all applicable rules, orders, regulations, and requirements of the local Board of Fire Underwriters and the New England Fire Insurance Rating Association, or any similar body having a similar function; all Alterations shall be made and performed in accordance with the Tenant Rules and Regulations set forth herein (see also **Section 19**); all materials and equipment to be incorporated in the Demised Premises as a result of all Alterations shall be of good quality.

(b) Except to the extent specifically provided in **Subsection (d)** below of this **Section 12**, all appurtenances, fixtures, improvements, additions, and other property attached to, or installed in the Demised Premises, whether by the Landlord or the Tenant or others, and whether at the Landlord's expense, or the joint expense of the Landlord and the Tenant, which are of a permanent nature, or which cannot be removed without structural damage to the Building, shall be and remain the property of the Landlord. Any replacements of any property of the Landlord, whether made at the Tenant's expense or otherwise, shall be and remain the property of the Landlord. Notwithstanding the foregoing, the Landlord may require the Tenant to remove at its expense any property that the Tenant has attached to the Demised Premises that, under the terms hereof, would not be removed by the Tenant from the Demised Premises at the expiration of the Term of this Lease, by giving the Tenant written notice at least one hundred twenty (120) days prior to the termination of this Lease, and the Tenant shall remove such property at its expense and restore the Demised Premises to the condition they were in prior to the installation of said property.

(c) All furniture, furnishings and equipment (but not the Building equipment, such as heating, ventilating and air-conditioning equipment), including without limitation, murals, carpets, rugs laid on top of carpets (but not wall-to-wall carpeting), business machines and equipment, partitions which are moveable, and any moveable property, installed by or at the expense of the Tenant shall remain the Property of the Tenant, and are referred to herein as "the Tenant's Special Installations". The Tenant may at its expense remove all or any part of said property at any time during the Term of this Lease, and shall at its expense remove all of said property at the expiration, or other termination of the term hereof, unless the Landlord shall otherwise consent in writing. Upon removal of any or all of said property the Tenant shall then repair all damage caused by said removal, as provided in **Section 11** above.

(d) Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished, or to be furnished, to the Tenant upon credit, and that no mechanic's or other lien, or any such labor or material, shall attach to or effect the reversion or other estate or interest of the Landlord in and to the Demised Premises. Whenever, and as often as, any mechanic's lien shall have been filed against the Demised Premises based upon any act or interest of the Tenant, or of anyone claiming through the Tenant, or if any lien or security interest with respect thereto, shall have been filed affecting any materials, machinery, or fixtures used in the construction, repair, or operation thereof, or annexed thereto, by the Tenant or its successors in interest, the Tenant shall forthwith take such action by bonding, deposit, or payment as will remove or satisfy the lien or other security interest, and in default thereof after the expiration of thirty (30) days after notice to the Tenant, the Landlord, in addition to any other remedy under this Lease, may pay the amount secured by such lien or security

interest, or discharge the same by deposit, and the amount so paid or deposited shall be collectible as Additional Rent. The provisions of this **Subsection 12(d)** shall not be applicable to liens filed with respect to work done for the Tenant's account by the Landlord.

**SECTION 13. TENANT'S SIGNS**

(a) The Tenant shall not display or erect any lettering, signs, advertisements, awnings, or other projections on the exterior of the Demised Premises, other than currently approved signs, without the Landlord's approval, which approval shall be at the sole and absolute discretion of the Landlord. If approved by the Landlord, signage must also be permitted in accordance with applicable provisions of the Arlington Zoning Bylaw, and of other applicable statutes, bylaws, rules, and regulations.

**SECTION 14. CONDITION OF DEMISED PREMISES**

(a) The Tenant agrees that it is leasing and accepting the Demised Premises in an "as is" condition as of the Commencement Date, and that the Landlord does not have any obligations of any nature in connection with the preparation of said Premises for the Tenant's occupancy. The Tenant acknowledges that the Tenant has inspected the Demised Premises, and the Tenant is satisfied with the condition of the Demised Premises. The Tenant at its sole cost and expense shall install in, and keep and maintain in, the Demised Premises all safety appliances, permits, and equipment in conformity with any governmental law, rule, or regulation applicable to its use of the Demised Premises.

(b) Notwithstanding anything set forth herein to the contrary, the Tenant shall have no responsibility:

(i) for the containment of asbestos existing in the Demised Premises as of the Commencement Date, except that the Tenant shall take no actions that will cause the asbestos in the Demised Premises (if any) to become friable, and shall give immediate written notice to the Landlord upon discovering friable asbestos in the Demised Premises; or,

(ii) for causing the Building to be put into compliance with the requirements (if any) of the Americans with Disabilities Act or the Massachusetts Architectural Access Board, unless the Tenant elects to comply with said requirements.

**SECTION 15. USE OF DEMISED PREMISES & COMMON AREAS**

(a) The Tenant shall use and occupy the Demised Premises for normal educational uses consistent with the character and dignity of the Demised Premises and the neighborhood (including Landlord's development and use by other tenants), and for no other purpose. The Tenant may use the Demised Premises for its intended purposes during Business Days. Notwithstanding the foregoing, the Tenant may make occasional use of the Demised Premises without the Landlord's written permission on weekends and evenings; provided, however, if the Landlord, in the Landlord's sole discretion, determines that such occasional use is disruptive or the source of complaints, then the Landlord may require its written permission to be sought for all uses of the



Demised Premises outside the daytime hours on Business Days as described above, which permission may be withheld in its sole and absolute discretion.

(b) The Landlord may designate a portion of the Land for the exclusive use of the Tenant during portions of a Business Day; provided, however, that said area of Land shall be available at other times for use by other tenants and the general public. The Landlord shall allow public access only to the public playground to the side of the Building, not the school yard behind the Building.

(c) The Tenant shall have the right to use the open space and play areas on the site during normal school hours, but not to the exclusion of the public. Nothing in this Lease shall be construed to interfere or infringe upon the Landlord's obligation to maintain the entire open space and play areas for the recreational use of the residents of the Town of Arlington as they had been accustomed to during the time when the Demised Premises was a public school, which recreational use shall at all times continue during the Term of this Lease.

(d) The Tenant shall have normal use of the common areas of the Building.

#### **SECTION 16. QUIET ENJOYMENT**

(a) The Landlord covenants and agrees that, upon the Tenant's paying the Annual Fixed Rent and any Additional Rent payable hereunder, and performing and observing the covenants and provisions of this Lease on its part to be performed and observed, the Tenant shall peaceably and quietly enjoy the Demised Premises subject to the provisions of this Lease.

#### **SECTION 17. LANDLORD'S ACCESS TO DEMISED PREMISES**

(a) The Landlord during the Term of this Lease may enter the Demised Premises for the purposes of performing its covenants under the Lease.

(b) The Tenant shall permit the Landlord, or any public utility, to erect, use, and maintain pipes, ducts, and conduits in and through the Demised Premises, provided the same are installed at such times, and by such methods and in such locations, as will not materially interfere with the Tenant's use of the Demised Premises. The Landlord, or any public utility, or their agents, shall have the right, upon reasonable advance written notice, to enter and/or pass through the Demised Premises, or any part or parts thereof, to examine the same, and to show them to Mortgagees, and to prospective purchasers, Mortgagees, or lessees, and for the purpose of operation and maintenance, including but not limited to, necessary repairs, installations, alterations, and replacements that the Landlord may choose to make, provided, however, that the Landlord shall use all reasonable efforts to minimize interference with the Tenant's use and occupancy caused thereby, and shall return all finished surfaces to the same condition they were in immediately prior to such repairs, installations, alterations, and replacements, subject, however, to zoning and building laws then in existence.

(c) The Landlord shall also have the right to have its personnel enter and/or pass through the Demised Premises, or any part thereof, at any

reasonable time, and the Landlord may enter the Demised Premises, or any part thereof, at such other times when such entry shall be required by circumstances of emergency affecting the Demised Premises; provided, however, that the Landlord shall use all reasonable efforts to minimize interference with the Tenant's use and occupancy caused by any such entry.

(d) During the twelve (12) months prior to the expiration of the Term of this Lease, the Landlord may, upon reasonable written notice to the Tenant, exhibit the Demised Premises to prospective tenants, provided, however, that the Landlord uses all reasonable efforts to minimize interference with the Tenant's use and occupancy of the Demised Premises caused thereby. If the Tenant shall have removed all of the Tenant's property therefrom, the Landlord may enter and alter, renovate, and redecorate the Demised Premises, or any part thereof, without diminution or abatement of Annual Fixed Rent or other compensation.

(e) The Landlord shall be allowed to take all material into and upon the Demised Premises that may be required for repairs or alterations without the same constituting an eviction of the Tenant in whole or in part while such repairs or alterations are being made, by reason of loss or interruption of the operations of the Tenant, provided the Landlord proceeds with diligence and continuity to complete the same, and uses all reasonable efforts to minimize the interference with the Tenant's use and occupancy of the Demised Premises caused thereby.

#### SECTION 18. COMPLIANCE WITH LAWS, ETC.

a) Except as otherwise set forth in this Lease, the Tenant shall, at its sole cost and expense, comply with the requirements of every applicable present or future law, ordinance, bylaw, rule, or order of federal, state, county, and municipal authority, including obtaining any licenses, permits, or approvals therefrom, and with any direction made pursuant to law of any public officer or officers, with respect to the Tenant's use of the Demised Premises, including the making of any Alteration allowed hereunder, structural or otherwise, to the Demised Premises, and with respect to any abatement of nuisance, violation, order, or duty arising from the Tenant's use of the Demised Premises, or from conditions created by or at the instance of the Tenant, or required by reason of a breach of any of the Tenant's covenants or agreements hereunder. If the Tenant receives written notice of any violation of law, ordinance, bylaw, rule, order, or regulation applicable to the Demised Premises, it shall give prompt notice thereof to the Landlord. However, this paragraph shall not require the Tenant to comply with, nor bring the Demised Premises into compliance with any future law, ordinance, bylaw, rule, or order of federal, state, county, and municipal authority, if the Tenant's use thereof is pre-existing and legally "grandfathered".

(b) The Tenant shall not do, or permit to be done, any act or thing upon the Demised Premises that will invalidate, or be in conflict with, the Massachusetts standard form of fire, boiler, sprinkler, water damage, or other insurance policies, if any, covering the Demised Premises, and will not bring, or keep anything on, the Demised Premises, except as provided in **Subsection (d)** below of this **Section 18**, that shall increase the rate of any such insurance policy. The Tenant shall comply, in the conduct of its business, and in the making of any Alterations, with all rules, orders, regulations, or requirements of the local Board of Fire Underwriters and the New England Fire Insurance Rating Association, or any other body having a

similar function, and exercising jurisdiction over the Demised Premises.

(c) If, by reason of any failure of the Tenant to comply with any provision of this Lease, the rate of fire, boiler, sprinkler, water damage, or other insurance, if any (with or without extended coverage), on the Demised Premises, or equipment of the Landlord, shall be higher than it otherwise would be, the Tenant shall pay the same, or pay the Landlord as Additional Rent an amount equal to that part of the premiums for such insurance thereafter paid by the Landlord that shall have been charged because of such failure by the Tenant. In the event that any dispute should arise between the Landlord and the Tenant, a schedule or "make up" of rates for the Demised Premises issued by the New England Fire Insurance Rating Association, or any similar body having a similar function, shall be conclusive evidence of the facts therein stated, and of the several items and charges in the rate for any such insurance then applicable to the Demised Premises.

(d) The Tenant covenants and agrees to comply with all federal, state, and local laws, rules, regulations, ordinances, and by-laws thereunder governing the use, storage, and disposal of hazardous materials and oil (as hereinafter defined), and in connection therewith the Tenant agrees that the Tenant shall:

(i) not store or dispose of any hazardous material or oil on the Demised Premises, except in compliance with all laws, ordinances, and regulations pertaining thereto;

(ii) neither directly nor indirectly transport, or arrange for the transport of, any hazardous material or oil, except in compliance with all laws, ordinances, and regulations pertaining thereto;

(iii) take all such action, including, without limitation, the conducting of engineering tests when reasonably required to confirm that no hazardous material or oil has been released on or from the Demised Premises, and to access, contain and remove any such hazardous material or oil on the Demised Premises required by applicable law, rule, or regulation; such action shall be at the sole cost and expense of the Tenant if it is determined that hazardous material or oil are present upon the Demised Premises as a result of the activities of the Tenant, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors;

(iv) provide the Landlord with written notice:

(aa) upon the Tenant's obtaining knowledge of any potential or known release, or threat of release, of any hazardous material or oil, at or from the Demised Premises;

(bb) upon the Tenant's receipt of any notice to such effect from any federal, state or other governmental authority; and,

(cc) upon the Tenant's obtaining knowledge of any occurrence of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil for which expense or loss the Tenant may be liable.

(e) The Tenant shall indemnify, defend and hold the Landlord harmless of any claim brought or threatened against the Landlord by any federal,

state, or local governmental agency or authority, or any other person (as well as from attorneys' fees and expenses in connection therewith), on account of the release of hazardous material or oil on or from the Demised Premises, by the Tenant, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors, or the failure by the Tenant to comply with the terms and provisions hereof, each of which may be defended, compromised, settled, or pursued by the Landlord with counsel of the Landlord's selection, but at the expense of the Tenant. This indemnification shall survive the expiration or other termination of this Lease.

(f) In the event that the Tenant fails to comply with the requirements of any applicable federal, state or other governmental law with respect to the use, treatment, disposal, or storage of hazardous materials or oil on the Demised Premises the Landlord may, at its election, but without obligation to do so, take any and all actions that the Landlord deems necessary to cure said failure of compliance, and any and all amounts paid as a result thereof, together with interest thereon at the default rate set forth in **Section 26 below** from the date of payment, shall be immediately due and payable by the Tenant to the Landlord as Additional Rent; or the Landlord by the payment of any assessment, claim or charge may, if the Landlord sees fit, be thereby subrogated to the rights of any governmental agency or authority having a claim against the Tenant, but such payment shall not be deemed to relieve the Tenant from any default hereunder, or impair any right or remedy with respect thereto.

(g) The terms "hazardous material(s)", "oil", "release", and threat of release" shall have the same meanings given those terms in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq., the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21C, and the Massachusetts Oil and Hazardous Material Release Prevention Act, M.G.L. Chapter 21E, as amended from time to time, and in other applicable federal and state laws as amended from time to time.

#### **SECTION 19. COMPLIANCE WITH TENANT RULES AND REGULATIONS**

(a) The Tenant and the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, and visitors shall observe faithfully, and comply strictly with, the Tenant Rules and Regulations annexed hereto at the end of this Lease, and such other and further reasonable rules and regulations as the Landlord may from time to time hereafter adopt, not inconsistent with the provisions or intent of this Lease. In case the Tenant disputes the reasonableness of any additional rule or regulation hereafter made or adopted by the Landlord, the parties hereto agree to submit the question of the reasonableness of such rule or regulation for decision to the Arlington Board of Selectmen, or to such impartial person or persons as the Landlord and the Tenant hereto may designate, whose determination shall be final and conclusive upon the parties hereto. The Tenant may not dispute the reasonableness of any additional rule or regulation unless the Tenant's intention to do so shall be asserted by written notice given to the Landlord within fifteen (15) days after written notice is given to the Tenant of the adoption of any such additional rule or regulation.

(b) The Tenant Rules and Regulations are intended to apply only to the Tenant; therefore, the Landlord shall not be liable to the Tenant for

violation of the Tenant Rules and Regulations by the Landlord's agents, clients, contractors, employees, invitees, licensees, servants, and visitors.

**SECTION 20. LANDLORD'S LIABILITY; INDEMNITY**

(a) Except for damage or injury arising from any negligence of or omission by the Landlord, the Landlord shall not be liable for any damage or injury to person or property of the Tenant, or of any person, done or occasioned by or from the heating, ventilating, or air-conditioning systems; electric wiring; plumbing dampness; water, gas, steam, or other pipes; or sewage; or the breaking of any electric wire; the bursting, leaking, or running of water from any tank, washstand, water closet, waste pipe, sprinkler system, radiator, or any other pipe in, above, upon, or about the Demised Premises, or which may at any time hereafter be so placed; or for any damage to the Tenant's Special Installations, Alterations, or the Tenant's personal property occasioned by fire, explosion, falling plaster, electricity, smoke or wind; or water, snow, or ice being upon or coming through or from the street, roof, subsurface, skylight, trap-door, windows, or otherwise; or for any damage or injuries to persons or property arising from acts or neglect of any tenant or occupant of the Demised Premises, or any owners or occupants of adjacent or contiguous property; or for the loss or theft of any property of the Tenant however caused, including loss of property entrusted to employees of the Landlord; or for any loss, damage, or expense of the Tenant as a result of the Landlord's termination of this Lease under any provisions of this Lease. The Landlord shall not be liable for any latent defects in the Demised Premises.

(b) To the extent permitted by law, the Tenant shall indemnify and save harmless the Landlord and its agents, clients, contractors, employees, invitees, licensees, servants, and visitors, against and from all liabilities, obligations, damages, penalties, claims, costs, and expenses, including reasonable attorneys' fees, paid, suffered, or incurred as a result of any breach by the Tenant, the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, or visitors, of any covenant or condition of this Lease; or as a result of the carelessness, negligence, or improper conduct of the Tenant, the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, or visitors; or as a result of the release of hazardous substances or materials on the Demised Premises arising from, or resulting from, the activities of the Tenant, the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, or visitors; or as a result of any injury or damage to any person or property upon or about the Demised Premises arising out of the use, or occupancy, of the Demised Premises by the Tenant, the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, or visitors. The Tenant's liability under this Lease extends to the acts and omissions of any sub-tenant, and any agent, client, contractor, employee, invitee, licensee, servant, or visitor of any sub-tenant. In case any action or proceeding is brought against the Landlord by reason of any such claim, the Tenant, upon written notice from the Landlord, will, at the Tenant's expense, resist or defend such action or proceeding by counsel, approved by the Landlord in writing, such approval not to be unreasonably withheld.

**SECTION 21. STOPPAGE OF SERVICES, INABILITY TO SUPPLY SERVICES**

(a) The Landlord reserves the right to temporarily stop the service



of heating, air-conditioning, if any, ventilating, elevator, if any, plumbing, electricity, or other mechanical systems or facilities in the Demised Premises, if necessary by reason of accident or emergency, or for repairs, alterations, replacements, additions, or improvements that, in the reasonable judgment of the Landlord, are desirable or necessary, until said repairs, alterations, replacements, additions, or improvements shall have been completed. In the event of such stoppage, the Landlord shall use all reasonable means to expeditiously resume said stoppage. The exercise of such right by the Landlord shall not constitute an actual or constructive eviction, in whole or in part, or relieve the Tenant from any of its obligations under this Lease, including without limitation, the obligation of the Tenant to make repairs, or impose any liability upon the Landlord or its agents by reason of inconvenience or annoyance to the Tenant, or injury to, or interruption of, the Tenant's business, or otherwise; or entitle the Tenant to any abatement or diminution of rent. Except in case of emergency repairs, the Landlord will give the Tenant reasonable advance notice of any contemplated stoppage of any such systems or facilities pursuant to the foregoing, and will use diligence to complete any such repairs, alterations, replacements, additions, or improvements promptly. The Landlord shall also perform any such work in a manner designed to minimize interference with the Tenant's normal business operations, and will work with the Tenant prior to the commencement of said work to define a schedule for the completion of said work.

(b) If the Landlord shall fail to supply, or be delayed in supplying, any service expressly or impliedly to be supplied under this Lease, or shall be unable to make, or be delayed in making, any repairs, alterations, additions, improvements, or decorations, or shall be unable to supply, or be delayed in supplying, any equipment or fixtures, and if such failure, delay or inability shall result from Unavoidable Delays, such failure, delay, or inability shall not constitute an actual or constructive eviction, in whole or in part, nor impose any liability upon the Landlord or its agents by reason of inconvenience or annoyance to the Tenant, or injury to, or interruption of, the Tenant's use, business or occupation, or otherwise, or entitle the Tenant to any abatement or diminution of rent.

## **SECTION 22. DAMAGE BY FIRE OR OTHER CASUALTY**

(a) Notwithstanding anything to the contrary in this Lease, in the event of loss of, or damage to, the Demised Premises by fire or other casualty, the rights and obligations of the parties hereto shall be as follows:

(i) If the Demised Premises or any part thereof shall be damaged by fire or other insured casualty, the Tenant shall give prompt notice thereof to the Landlord, and the Landlord, upon receiving such notice, shall proceed promptly and with reasonable diligence (unless this Lease is terminated as hereinafter provided in this **Section 22**), subject to Unavoidable Delays and a reasonable time for adjustment of insurance losses, to repair, or cause to be repaired, such damage, to the extent as can be reasonably accomplished from the net proceeds of insurance actually received by, or made available to, the Landlord, in a manner designed to minimize interference with the Tenant's occupancy (but with no obligation to employ labor at overtime or other premium pay rates) and substantially to the same condition the Demised Premises were in immediately prior to such damage, subject, however, to zoning and building laws then in existence. The

Landlord shall have no liability for delays in repairing the Demised Premises as in this Lease provided. If the Demised Premises or any part thereof shall be rendered untenable by reason of such damage, the Fixed Rent, any Additional Rent and Capital Contribution shall proportionately abate with respect thereto for the period from the date of such damage to the date when such damage shall have been repaired for the portion of the Demised Premises rendered untenable. However, if, prior to the date when all of such damage shall have been repaired, any part of the Demised Premises so damaged shall be rendered tenantable and shall be used or occupied by the Tenant or any person or persons claiming through or under the Tenant, then the amount by which the Fixed Rent, Additional Rent and Capital Contribution shall abate shall be equitably apportioned for the period from the date of any such use.

(ii) If as a result of fire or other casualty (whether insured against or not) 25% or more of the Demised Premises is rendered untenable, the Landlord or the Tenant, within forty-five (45) days from the date of such fire or casualty, may terminate this Lease by written notice to the other party, specifying a date, not less than twenty (20) nor more than forty (40) days after the giving of such notice, on which the Term of this Lease shall expire as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease. The Fixed Rent, and Additional Rent as applicable, shall be apportioned as of the date of such fire or other casualty. If this Lease is not so terminated, then the Landlord shall proceed to repair the damage to the Demised Premises, if any shall have occurred, and the Fixed Rent, Additional Rent and Capital Contribution as applicable, shall meanwhile be apportioned and abated, all as provided in **Subsection (a) (i)** above of this **Section 22**.

(b) The Landlord shall not be required to repair or replace any of the Tenant's Special Installations or Alterations, or any other personal property of the Tenant, and no damages, compensation, or claim shall be payable by the Landlord for inconvenience, loss of business, or annoyance arising from any repair or restoration of any portion of the Demised Premises.

(c) The provisions of this **Section 22** shall be considered an express agreement governing any instance of damage or destruction of the Demised Premises by fire or other casualty, and any law now or hereafter in force providing for such a contingency in the absence of express agreement shall have no application.

#### **SECTION 23. PROPERTY INSURANCE**

(a) Beginning on the Execution Date of this Lease, and continuing until the expiration or earlier termination of the Term of this Lease, the Tenant shall, at its expense, carry insurance on the Demised Premises and the improvements used in connection with, or appurtenant to, the Building, or relating to the Demised Premises, insuring against loss or damage by fire, windstorm, or other casualty included in the perils covered by standard property insurance policies with extended coverage; and insuring against vandalism, malicious mischief, and such other risks of a similar or dissimilar nature as shall be insurable against under present or future forms of property insurance policies that are standard for use in the Commonwealth of Massachusetts; such insurance shall be in amounts sufficient to comply with any co-insurance clause applicable to the location and character of the Building, or to the improvements used in connection with, or appurtenant to

the Building, or relating to the Demised Premises, and in any event, in amounts not less than 80% with respect to fire coverage insurance, or in the case of extended coverage, 100%, of the then repair and replacement cost of the property insured; during any construction periods, the Tenant shall carry or cause to be carried builder's risk coverage in amounts appropriate for the construction work undertaken. The Tenant shall, throughout the Term of this Lease, at its expense, keep the Tenant's Special Installations insured against all loss or damage by fire with extended coverage in an amount sufficient to prevent the Tenant from becoming a co-insurer. Such policy or policies of insurance covering the Demised Premises shall contain endorsements wherein and whereby the Landlord shall be given thirty (30) days' advance written notice of any cancellation or reduction in insurance under, or material amendment of, any policy and/or any endorsement issued after the date of such policy. Such policies shall be with responsible insurance companies reasonably satisfactory to the Landlord, and licensed to do business in the Commonwealth of Massachusetts that have a rating of at least "A-" and are within a financial size category of not less than "Class VIII" in the most current Best's rating guide. Prior to Delivery of Possession of the Premises to the Tenant, the Tenant shall deliver to the Landlord duplicate originals of such insurance. All such policies affecting the Demised Premises shall name the Landlord, the holder of any mortgage affecting the Demised Premises, and the Tenant as parties insured thereto, as their respective interests may appear.

(b) As provided in this **Section 23**, in the case of any loss or damage covered by such insurance carried by either the Landlord or the Tenant, the proceeds of such insurance applicable to the Demised Premises, but excluding the proceeds applicable to the Tenant's Special Installations or Alterations and personal property, which items are the responsibility of the Tenant as provided in **Section 22(b)** above, and the amounts for which are separately scheduled on any applicable policy, shall be devoted by the Landlord, so far as may be required, to the repair, rebuilding, or restoration of the Demised Premises as required under the terms of this Lease, provided, however, that this Lease shall not have been terminated by the Tenant or the Landlord under the provisions of **Section 22** above. The insurer shall pay such proceeds to the Landlord to hold for disposition in accordance with the terms of this Lease. Any such proceeds not required to repair, rebuild, or restore the Demised Premises, or if this Lease is terminated in accordance with the provisions of **Section 22** above by either the Landlord or the Tenant, shall become and remain the property of the Landlord.

(c) Each policy of property insurance, in which the Landlord or the Tenant is not a named insured, taken out by either the Landlord or the Tenant, relating to the Demised Premises, or to any improvements used in connection with or appurtenant to the Demised Premises, or to the Tenant's Special Installations, shall contain, if available from the insurer, an appropriate clause or endorsement under which the insurer agrees that such policy shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses payable under such policy. Should any additional premium or fee be exacted for any such clause or endorsement, the party obligated to obtain the same shall be released from such obligation unless the other party shall pay such additional premium or fee. Provided that, and during such time as, such clause or endorsement is obtainable without additional premium or fee, or if not, after such additional premium or fee shall have been paid, the Landlord and the Tenant hereby waive all right of recovery which each might otherwise have against the other, its agents, clients, contractors, employees,

invitees, licensees, servants, or visitors for any loss or damage to the Demised Premises, or improvements used in connection with or appurtenant to the Demised Premises, or the Tenant's Special Installations, as the case may be, by reason of any peril insured against under any such policy, notwithstanding that such loss or damage may result from the negligence or fault of the other, its agents, clients, contractors, employees, employees, invitees, licensees, servants, or visitors.

(d) The Landlord and the Tenant will:

(i) if requested, notify the other as to the provisions of fire and extended coverage insurance policies obtained pursuant to **Subsection (a)** above of this **Section 23**; and,

(ii) notify the other promptly of any change of the terms of any such policy that would affect such provisions.

(e) To the extent that such action will not invalidate any policy of insurance (other than policies of fire and extended coverage insurance) taken out by the Landlord or the Tenant relating to the Demised Premises, other improvements used in connection with and appurtenant to the Demised Premises or the Tenant's Special Installations, as the case may be, and to the extent of actual recovery under such policy, the Landlord and the Tenant hereby waive all right of recovery which each might otherwise have against the other, its agents, clients, contractors, employees, invitees, licensees, servants, and visitors for any loss or damage to the Demised Premises or the Tenant's Special Installations as the case may be, by reason of any peril insured against under any such policy, notwithstanding that such loss or damage may result from the negligence or fault of the other, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors.

(f) The Tenant understands and acknowledges that the Landlord is, and intends to remain, a self-insurer, and does not have, and does not intend to obtain in the future, any physical property insurance covering the Demised Premises.

#### **SECTION 24. TENANT'S LIABILITY INSURANCE**

(a) The Tenant shall, at its expense, beginning on the Execution Date of this Lease, and throughout the Term of this Lease, maintain commercial general liability insurance against claims for damages for bodily injury or death occurring upon, in, or about the Demised Premises, such insurance to afford protection in limits of not less than \$1,000,000 in respect to personal injury or death to any one person, and \$2,000,000 in respect to personal injury or death to any number of persons in any one occurrence; and \$1,000,000 for property damage. Such comprehensive general liability insurance may be effected by a policy or policies of blanket insurance which may cover other property in addition to the Demised Premises, provided that the protection afforded thereunder shall be no less than that which would have been afforded under a separate policy or policies relating only to the Demised Premises, and provided further that in all other respects any such policy shall comply with the other provisions of this **Section 24**.

(b) All insurance provided in this **Section 24** shall be effected under valid and enforceable policies issued by insurers, satisfactory to the Landlord, of generally recognized responsibility, licensed to do, and doing,

business in the Commonwealth of Massachusetts, and shall name the Landlord as an insured. Copies of required insurance policies, plus certificates of insurance, shall be delivered by the Tenant to the Landlord within ten (10) days of the execution of this Lease. The Tenant shall submit copies of successor policies and certificates of insurance to the Landlord on an annual basis within thirty (30) days of renewal of policies. The Tenant shall also furnish to the Landlord upon the Commencement Date, and thereafter from time to time at the Landlord's request, a certificate signed by an executive officer of the Tenant certifying that the insurance required under this **Section 24** is in force, that such insurance complies with the provisions of this **Section 24**, and that the premiums thereon have been paid.

(c) All policies of insurance required under this **Section 24** shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be canceled or changed without at least thirty (30) days' prior written notice to the Landlord.

(d) The insurance policies required by this Lease shall specifically cover the indemnity provisions of this Lease. The Tenant shall be considered in default of this Lease if any of the required insurance coverages expires, lapses, or is otherwise not valid.

#### **SECTION 25. DEFAULT OF TENANT**

(a) If at any time subsequent to the date of this Lease, any one or more of the following events (herein referred to as "Default of the Tenant") shall happen:

(i) the Tenant shall default in the due and punctual payment of any charge or amount payable hereunder, and such default shall continue for fifteen (15) days after written notice to the Tenant from the Landlord (for purposes of the Landlord's availing itself of its remedies at law, any charges or amounts payable hereunder shall be deemed "rent"); or,

(ii) the Tenant shall neglect or fail to perform, or observe, any other covenant herein contained on the Tenant's part to be performed, or observed; and the Tenant shall fail to remedy the same within thirty (30) days after written notice to the Tenant from the Landlord specifying such neglect or failure; or, if such Default of the Tenant is of such a nature that the Tenant cannot reasonably remedy the same within such thirty (30)-day period, the Tenant shall fail to commence promptly to remedy the same within such thirty (30)-day period, and to prosecute such remedy to completion with diligence and continuity; or,

(iii) the Tenant shall make an assignment for the benefit of creditors; or,

(iv) the Tenant's leasehold interest in the Demised Premises shall be taken on execution, or by other process of law (other than a Taking), directed against the Tenant; or,

(v) the Tenant shall file a voluntary petition in bankruptcy, or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself, under any present or future federal, state, or other statute, law, or regulation for the relief of



debtors; or shall seek or consent to acquiesce in, the appointment of any trustee, receiver, or liquidator of the Tenant, or of all or any substantial part of its properties; or shall admit in writing its inability to pay its debts generally as they become due; or,

(vi) a petition shall be filed against the Tenant in bankruptcy, or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, under any present or future federal, state, or other statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or if a debtor in possession (whether or not the Tenant), trustee, receiver, or liquidator of the Tenant, or of all or any substantial part of its properties, or of the Demised Premises, shall be appointed without the consent or acquiescence of the Tenant, and such appointment shall remain unvacated, or unstayed, for an aggregate of sixty (60) days (whether or not consecutive)--

then, in any such cases, the Landlord may at any time thereafter terminate this Lease by written notice to the Tenant, specifying a date not less than ten (10) days after the giving of such notice on which this Lease shall terminate, and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease; and the Tenant will then quit and surrender the Demised Premises to the Landlord, but the Tenant shall remain liable as hereinafter provided. All costs and expenses incurred by, or on behalf of, the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any Default of the Tenant, shall be paid by the Tenant.

(b) If this Lease shall have been terminated as provided in this **Section 25**, or if any execution or attachment shall be issued against the Tenant, or any of the Tenant's property, whereupon the Demised Premises shall be taken or occupied by someone other than the Tenant, then the Landlord may, without notice, re-enter the Demised Premises, either by force, summary proceedings, ejectment, or otherwise, and remove and dispossess the Tenant, and all other persons, and any and all property, from the same, as if this Lease had not been made, and the Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

(c) In the event of such termination, the Tenant shall pay the Fixed Rent, and other sums payable hereunder, up to the time of such termination; and thereafter the Tenant, until the end of what would have been the Term of this Lease in the absence of such termination, and whether or not the Demised Premises shall have been re-let, shall be liable to the Landlord for, and shall pay to the Landlord, as liquidated current damages:

(i) the Fixed Rent, Capital Contribution, any Additional Rent, and other sums that would be payable hereunder if such termination had not occurred, LESS

(ii) the net proceeds, if any, of any re-letting of the Demised Premises, after deducting all expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such re-letting.

(d) the Tenant shall pay such current damages to the Landlord monthly

on the days on which the Fixed Rent would have been payable hereunder if this Lease had not been terminated, and the Landlord shall be entitled to receive the same from the Tenant, on each such day.

(e) At any time after such termination, whether or not the Landlord shall have collected any such current damages, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord, on demand, as liquidated final damages, and in lieu of all such current damages beyond the date of such demand, an amount equal to the excess, if any, of:

(i) the Fixed Rent, any Additional Rent, and other sums as hereinbefore provided, that would be payable hereunder from the date of such demand (or, if it be earlier, the date to which the Tenant shall have satisfied in full its obligation under this **Section 25** to pay current damages) for what would be the then unexpired term of this Lease, if the same remained in effect, LESS

(ii) the then fair net rental value of the Demised Premises for the same period.

(f) In the computation of such liquidated final damages the amount by which any installment of Fixed Rent, any Additional Rent, and other sums shall exceed the fair and reasonable rental value of the Demised Premises for the period for which such installment of Fixed Rent, any Additional Rent, and other sums would have been payable, shall be discounted at the rate of 6% per annum to the date of such demand, or to the date to which the Tenant shall have satisfied in full its obligation to pay such current damages, as the case may be. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Demised Premises, or any part thereof, shall have been re-let by the Landlord for the period which would otherwise have constituted the unexpired portion of the Term of this Lease, or any part thereof, the amount of rent reserved on such re-letting shall be deemed, *prima facie*, to be the fair and reasonable rental value for the part, or the whole, of the Demised Premises so re-let during the term of re-letting.

(g) If any statute or rule of law governing a proceeding in which such liquidated final damages are to be proved shall validly limit the amount thereof to an amount less than the amount above agreed upon, the Landlord shall be entitled to the maximum amount allowable under such statute or rule of law. Nothing contained in this **Section 25** shall be deemed to limit or preclude the recovery by the Landlord from the Tenant of the maximum amount allowed to be obtained in damages by any statute or rule of law, or of any sums or damages to which the Landlord may be entitled, in addition to the damages set forth in this **Section 25**.

(h) In case of any Default of the Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, the Landlord may

(i) re-let the Demised Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may, at the Landlord's option, be equal to or less than, or exceed, the period which would otherwise have constituted the balance of the Term of this Lease; and may grant concessions or free rent to the extent that the Landlord considers advisable and necessary to re-let the same; and,

(ii) make such alterations, repairs, and decorations in the Demised Premises as the Landlord, in its reasonable judgment, considers

advisable and necessary for the purpose of re-letting the Demised Premises; and the making of such alterations, repairs, and decorations shall not operate, or be construed, to release the Tenant from liability hereunder as aforesaid. The Landlord shall in no event be liable in any way whatsoever for failure to re-let the Demised Premises, or, in the event the Demised Premises are re-let, for failure to collect the rent thereof under such re-letting. The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the Landlord obtaining possession of the Demised Premises, by reason of the violation by the Tenant of any of the covenants and conditions of this Lease.

(i) The Tenant acknowledges that any default in the timely payment of the monthly installments of Annual Fixed Rent will result in additional expense to the Landlord, to verify the default and collect the Rent. The Tenant acknowledges further that the actual cost to the Landlord in each particular case will vary according to the circumstances of the case, and that the determination of the precise costs would, in itself, result in considerable expense. Accordingly, the Tenant agrees that if any monthly installment of Annual Fixed Rent due under this **Section 25** is not paid prior to the fifth (5th) day of the month when due, the Tenant shall pay the Landlord a late charge of \$100 with respect to the delayed or defaulted installment, as liquidated damages in lieu of the actual amount of expense incurred by the Landlord by reason of the delay or default in payment, and not as a penalty or as additional interest. Such late payment charges shall be in addition to all money damages and other rights and remedies available to the Landlord under this Lease, and under the law of Massachusetts.

#### **SECTION 26. REMEDYING DEFAULTS**

(a) If either party shall default in the observance or performance of any term or covenant on its part to be observed, or performed under, or by virtue of, any of the terms or provisions in any Section of this Lease, the other party, without being under any obligation to do so, and without thereby waiving such default, may remedy such default for the account, and at the expense of, the defaulting party, immediately and without notice in case of emergency, or, in any other case, if the defaulting party shall fail to remedy such default with all reasonable diligence within thirty (30) days after notice specifying such default in reasonable detail. If either party makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 2% per annum over the prime rate as announced by the Bank of America, and costs, shall be paid to it by the other party.

#### **SECTION 27. REMEDIES**

(a) The specific remedies to which the Landlord or the Tenant may resort under the terms of this Lease are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Landlord or the Tenant, as the case may be, may be lawfully entitled in case of any breach, or threatened breach, by either of them of any provisions of this Lease. If there is more than one the Tenant, the obligations imposed by this Lease upon the Tenant shall be joint and several.

**SECTION 28. NON-RECOURSE**

(a) The Tenant shall look only to the estate held by the Landlord in the Demised Premises, and shall in no event have recourse to the Landlord, or to the individual estates of the persons signing herein for the Landlord, for the satisfaction of any claim arising out of, or resulting from, any term, covenant, or condition of this Lease.

(b) The Landlord shall not look to the individual estates of the persons signing herein for the Tenant, and shall in no event have recourse to the individual estates of the persons signing herein for the Tenant, for the satisfaction of any claim arising out of, or resulting from, any term, covenant, or condition of this Lease.

(c) Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.

**SECTION 29. WAIVER OF TRIAL BY JURY**

(a) It is mutually agreed by and between the Landlord and the Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of the Landlord and the Tenant, the Tenant's use of, or occupancy of, said premises, and any emergency statutory or any other statutory remedy.

**SECTION 30. WAIVER REQUIREMENTS**

(a) No agreement to make or accept any surrender, change, modification, waiver, termination, discharge, release, or cancellation of this Lease, or to relieve the Tenant of any obligation or liability under this Lease, shall be valid unless in writing signed by the Landlord. The delivery of keys to any employee of the Landlord, or of the Landlord's agent, shall not operate as a termination of this Lease, or a surrender of the Demised Premises.

(b) The failure of the Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations annexed hereto, or hereafter adopted by the Landlord, as provided in **Section 19** above, shall not be deemed a waiver of such violation, nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Landlord of rent, with knowledge of the breach of any covenant of this Lease, shall not be deemed a waiver of such breach. The failure of the Landlord to enforce any of said Rules and Regulations against the Tenant shall not be deemed a waiver of any such Rules and Regulations. The provisions of this Lease supersede the Rules and Regulations attached hereto in case of conflict. No provisions of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing signed by the Landlord.

(c) No payment by the Tenant, or receipt by the Landlord, of a lesser amount than a monthly installment of Annual Fixed Rent (or any Additional Rent) shall be deemed to be other than on account of the earliest such installment, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent, be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such installment, or pursue any other remedy provided in this Lease.

#### SECTION 31. CONDEMNATION

(a) In the event of a Taking of the whole of the Demised Premises, this Lease, and the Term of this Lease, shall terminate as of the date of such Taking. If only a part of the Demised Premises shall be so taken, then, except as otherwise provided in this subsection, this Lease, and the Term of this Lease, shall continue in force and effect, but, from and after the date of the Taking, the Annual Fixed Rent and any Additional Rent shall be equitably reduced on the basis of the portion of the Demised Premises so taken. If more than 10% of the total area of the Demised Premises is taken, the Landlord, at the Landlord's option, may give the Tenant within sixty (60) days next following the date upon which the Landlord shall have received notice of the Taking, a thirty (30)-day notice of termination of this Lease; and, if more than 50% of the total area of the Demised Premises shall be taken, or, if, by reason of such Taking, the Tenant no longer has reasonable use of the Demised Premises, the Tenant, at the Tenant's option, may give to the Landlord within sixty (60) days next following the date upon which the Tenant shall have received notice of such Taking, a thirty (30)-day notice of termination of this Lease. In the event any such thirty (30)-day notice of termination is given by the Landlord or the Tenant, this Lease, and the Term of this Lease, shall terminate upon the expiration of said thirty (30) days. In the event of the termination of this Lease pursuant to any of the foregoing provisions of this **Subsection 31(a)** then, to the extent permitted by applicable law and such Taking, the Tenant shall have access to the Demised Premises in order to remove the Tenant's Special Installations and any other personal property then owned by the Tenant, and which the Tenant is entitled to remove pursuant to this Lease during the period of thirty (30) days from the date the Tenant is permitted access therefor. In the event of any Taking that does not result in the termination of this Lease, the Landlord shall repair, alter, and restore the remaining portions of the Demised Premises to their former condition to the extent that the same may be feasible.

(b) The Landlord shall have the exclusive right to receive any and all awards made for damages to the Demised Premises, and leasehold hereby created, or any one of them, accruing by reason of a Taking or by reason of anything lawfully done in pursuance of public or other authority. The Tenant hereby releases and assigns to the Landlord all the Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as the Landlord may from time to time request, hereby irrevocably designating and appointing the Landlord as its attorney-in-fact to execute and deliver in the Tenant's name and behalf all such further assignments therefor. However, the Tenant reserves any rights to any award for its moving expenses, or to any other special award not constituting part of the award, to which the Landlord would otherwise be entitled.



**SECTION 32. ASSIGNMENT AND SUB-LETTING PROHIBITED**

(a) The Tenant recognizes the uniqueness of the Building and the use to which it is being put, and that the expertise, character and methods of operation of the Tenant, as well as the effect the Tenant will have on the neighborhood, are taken into consideration as a basis for renting to the Tenant. Accordingly, the Tenant shall not mortgage, pledge, encumber, sell, assign, or transfer this Lease, in whole or in part, or sublease all or any part of the Demised Premises, or permit the use or occupation of all or any part of the Demised Premises, by any concessionaire, licensee, or other party, without the Landlord's written consent, which consent may be withheld at the Landlord's sole and absolute discretion. The Landlord will not unreasonably withhold its consent to an assignment or sublease to a parent, subsidiary, or affiliate of the Tenant (meaning any entity controlling, or controlled by, the Tenant). The Tenant shall reimburse the Landlord promptly, as Additional Rent, for reasonable legal expenses incurred by the Landlord in connection with any request by the Tenant for consent under this Section 32.

(b) If the Tenant's interest in this Lease is assigned in violation of the provisions of this Section 32, the Landlord may collect amounts payable by the Tenant under this Lease from the assignee; if the Demised Premises, or any part thereof, are subject to, or occupied by, or used by, any person other than the Tenant in violation of this Section 32, the Landlord, after default by the Tenant under this Lease, may collect rent from the sub-tenant, user, or occupant. In either case, the Landlord shall apply the net amount collected to amounts payable by the Tenant under this Lease, but neither any such assignment, sub-letting, occupancy, or use, nor any such collection or application, shall be deemed a waiver of any term, covenant, or condition of this Lease, or the acceptance by the Landlord of such assignee, subtenant, occupant, or user as tenant. Neither any assignment of the Tenant's interest in this Lease, nor any subletting, occupancy, or use of the Demised Premises, or any part thereof, by any person other than the Tenant, nor any collection of rent by the Landlord from any person other than the Tenant, as provided in this paragraph, nor any application of any such rent as provided in this paragraph, shall, in any circumstances, relieve the Tenant of its obligation fully to observe and perform the terms, covenants, and conditions of this Lease on the Tenant's part to be observed and performed.

**SECTION 33. BROKERAGE BY TENANT; INDEMNITY**

(a) Both parties to this Lease hereby warrant and represent to each other that they have not, directly or indirectly, dealt with any broker, agent, or other person with respect to this Lease; and both parties hereby agree to indemnify, hold harmless, and defend the other party from any claims for a brokerage commission, or other compensation, by any broker, agent, or other person engaged by either party in connection with the execution and delivery of this Lease.

**SECTION 34. TRANSFEREE LIABILITY**

(a) In the event of:

(i) any conveyance or other transfer of the Landlord's interest

in the Demised Premises; or

(ii) any assignment of this Lease—

then, all liabilities and obligations of the grantor, transferor, lessor, or assignor, as the case may be, shall terminate, and all liabilities and obligations of the Landlord shall, *ipso facto*, be binding upon the new owner or lessee.

#### SECTION 35. SURRENDER

(a) Upon the expiration or other termination of the Term of this Lease, except as otherwise expressly provided elsewhere in this Lease, the Tenant shall remove all its property, and shall quit and surrender to the Landlord the Demised Premises, broom clean, in good order and condition, excepting only ordinary wear and tear, damage by fire, or other casualty. The Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

#### SECTION 36. LEASE AS ENTIRE AGREEMENT

(a) This Lease contains the entire agreement between the parties, and all prior negotiations, representations, warranties, and agreements with respect to the Demised Premises, or this Lease, are merged in this Lease. This Lease may not be changed, modified, or discharged, in whole or in part, orally, and no executory agreement shall be effective to change, modify, or discharge, in whole or in part, this Lease, or any obligations under this Lease, unless such agreement is set forth in a written instrument, executed by the party against whom enforcement of the change, modification, or discharge is sought.

#### SECTION 37. BINDING EFFECT; INDEPENDENT COVENANTS

(a) The terms and provisions of this Lease shall be binding upon and inure to the benefit of the Landlord and the Tenant and their permitted respective successors, and, except as otherwise provided in **Section 32** above, their assigns, subject, however, to the provisions of **Section 27** and **Section 28** above.

(b) The Landlord and the Tenant each warrant and represent on their own behalf that they are duly authorized to execute and enter into this Lease.

(c) The Tenant's agreements to pay Fixed Rent, Additional Rent, and other payments under this Lease are independent covenants. The Tenant shall have no right to withhold any payment of Fixed Rent, Additional Rent, or other payments because of any breach or alleged breach by the Landlord under this Lease, except as expressly set forth elsewhere in the Lease. Each term and provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition.

#### SECTION 38. ESTOPPEL CERTIFICATES

(a) The Tenant agrees from time to time, upon not less than fifteen (15) days prior written request by the Landlord, to execute, acknowledge, and deliver to the Landlord a statement in writing certifying, as applicable, that this Lease is unmodified and in full force and effect, and that the Tenant has no defenses, offsets, or counterclaims against its obligations to pay the Annual Fixed Rent, any Additional Rent, and other charges hereunder; and to perform its other covenants under this Lease; and that there are no uncured defaults of the Landlord or the Tenant under this Lease (or, if there have been any modifications, that the same are in full force and effect as modified, and stating the modifications and, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Fixed Rent, any Additional Rent, and other charges have been paid. Any such statement delivered pursuant to this paragraph may be relied upon by any purchaser, lessee, or Mortgagee of the Land or Demised Premises, or any assignee of any Mortgagee of the Land or Demised Premises.

**SECTION 39. SUBORDINATION; RIGHTS OF MORTGAGEE**

(a) The Tenant agrees, at the Landlord's request, to execute and deliver promptly any certificate or other instrument that the Landlord may reasonably request subordinating this Lease and all rights of the Tenant under this Lease to any Mortgage, and to all advances made under any such Mortgage, provided that the holder of any such Mortgage shall execute and deliver to the Tenant a non-disturbance agreement to the effect that in the event of any foreclosure of such Mortgage, such holder agrees not to name the Tenant as a party defendant to such foreclosure, nor to disturb its possession under this Lease so long as there shall be no default by the Tenant under this Lease.

(b) The Tenant agrees that if this Lease is so subordinated, no entry under any such Mortgage or sale for the purpose of foreclosing the same shall be regarded as an eviction of the Tenant, constructive or otherwise, or give the Tenant any right to terminate this Lease, whether it attorns or becomes tenant of the Mortgagee or new owner or not.

(c) Nothing contained in **Sections 39(a) or (b)** above, or in any such non-disturbance agreement or non-disturbance provision, shall, however, affect the prior rights of the holder of any first Mortgage with respect to the proceeds of any award in condemnation, or of any fire insurance policies affecting the Demised Premises, or impose upon any such holder any liability:

(i) for the erection or completion of the Demised Premises,  
or;

(ii) in the event of damage or destruction to the Demised Premises by fire or other casualty, for any repairs, replacements, rebuilding, or restoration, except such repairs, replacements, rebuilding, or restoration as can reasonably be accomplished from the net proceeds of insurance actually received by, or made available to, such holder, or;

(iii) for any default by the Landlord under this Lease occurring prior to any date upon which such holder shall become the Tenant's landlord,  
or;

(iv) for any credits, offsets, or claims against the rent under

this Lease as a result of any acts or omissions of the Landlord committed or omitted prior to such date, and any such agreement or provisions may so state.

**SECTION 40. METHOD OF GIVING BILLS AND NOTICES**

(a) Except as otherwise herein provided, any bill, statement, request, notice, or communication that may be desired, or be required to be given, made, or rendered to either the Tenant or the Landlord by the other party shall be in writing, and deemed sufficiently given, made, or rendered, if addressed to the appropriate party's Original Address, or subsequent address changed as specified in this **Section 40**, and delivered by hand, deposited by an overnight courier service, or sent by certified or registered mail, postage pre-paid, return receipt requested. Either party may at any time change its address for the aforementioned purposes by notice thereof given to the other party in the same manner.

**SECTION 41. APPLICABLE LAW**

(a) This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**SECTION 42. HEADINGS FOR REFERENCE ONLY**

(a) The Table of Contents and section headings in this Lease are for convenience and reference only, and in no way define or limit the scope or content of this Lease, or in any way affect its provisions.

**SECTION 43. SEVERABILITY**

(a) If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed, sealed, and delivered this Lease as of the day and year indicated below.

SIGNATURES

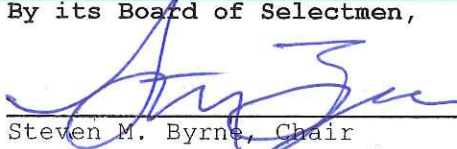
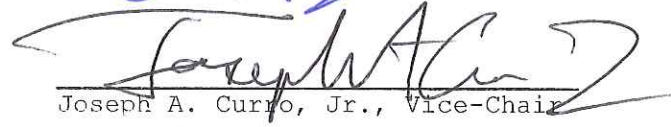
Arlington Children's Center, Inc.



Mathew Dolan, Director


TOWN OF ARLINGTON

By its Board of Selectmen,

  
Steven M. Byrne, Chair  
Joseph A. Curro, Jr., Vice-Chair

Kevin F. Greeley

Diane M. Mahon

  
Daniel J. Dunn



TENANT RULES AND REGULATIONS

1. The sidewalks, entrances, passages, vestibules, stairways, corridors, or halls in or about the Demised Premises shall not be obstructed, or encumbered, or used for any purpose other than ingress or egress to and from the Demised Premises.
2. No awnings or other projections shall be attached to the outside walls or windows of the Demised Premises without the prior written consent of the Landlord. No curtains, blinds, shades, or screens shall be attached to, or hung in, or used in connection with, any window or door of the Demised Premises without the prior written consent of the Landlord. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design, and color, and attached in a manner approved by the Landlord.
3. No articles shall be put in front of, or affixed to, any part of the exterior of the Demised Premises.
4. The water and wash closets, and other plumbing fixtures, shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. Neither the Landlord nor an occupant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, or explosive fluid, material, chemical, or substance in or about the Demised Premises. The provisions of this Rule and Regulation shall be subject, in all respects, to the provisions of this Lease.
5. Except as previously specified in the provisions of this Lease, no motor vehicles or animals of any kind (other than caged small specimen animals or unless approved by the Landlord) shall be brought into, or kept in or about, the Building. Neither the Landlord nor any occupant shall cause, or permit, any unusual or objectionable odors to emanate from the Demised Premises.
6. Except as previously specified in the provisions of this Lease, neither the Landlord nor any occupant shall make, or permit to be made, unseemly or disturbing noises, or disturb or interfere with the neighborhood, whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Aforementioned noises do not include noises to be expected within normal operations of a school. Nothing shall be thrown out of any doors or windows.
7. No additional lock or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in locks, or the mechanism thereof, without the Landlord's prior written consent, such consent not unreasonably to be withheld. The Tenant must, upon the termination of its tenancy, restore to the Landlord all keys, either furnished to, or otherwise procured by, the Landlord.
8. If the Demised Premises become infested with vermin, the Tenant, at its sole cost and expense, shall cause such vermin on the Demised Premises to be exterminated from time to time, to the satisfaction of the Landlord, and shall employ such exterminators therefor as shall be

approved by the Landlord. If the cause of the vermin is located on other than the Demised Premises, the Landlord will coordinate with the Tenant in taking action to ensure that the source is exterminated.



## Town of Arlington, Massachusetts

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### Discussion and Approval: Renewal of Lime Bike License

#### Summary:

Adam W. Chapdelaine, Town Manager

#### ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Lime_extension_request_2019.pdf	Lime Bike Extension Request



Neutron Holdings, LLC, dba Lime  
85 2nd St, First Floor  
San Francisco, CA 94105

Town of Arlington  
Attention: Select Board  
730 Massachusetts Avenue  
Arlington, MA 02476

Members of the Arlington Select Board,

Please accept this letter as a request to extend Lime's Bike Share Operator License (License No. 1) for one additional year. There are two adjustments we have made for the 2019 season:

1 – For the 2019 season, we are implementing a 'demand based supply' model. This means we will match actual demand with the appropriate number of bicycles based on trips per vehicle per day (TVD) metrics. Our target is 2TVDs and, should we have higher usage we would add additional bicycles. Conversely, if we are seeing less ridership we would hold levels or reduce bicycles. This means our goals will be closely aligned with the Town's...to maintain brisk ridership while ensuring a minimum of idle bicycles. If the data suggests that the current minimum of 50 bicycles or maximum of 300 bicycles should change, Lime will notify the Licensing Board of a desire to change the fleet size so we can discuss per the agreement.

2 – The Lime fleet will shift entirely to e-bikes, which have proven to be much more popular with riders. Our pedal assist e-bikes make bikeshare accessible to a larger portion of the population and allow riders to tackle hills more easily and arrive to their destination with less sweat.

Thank you for your consideration on this matter, Lime is excited to serve Arlington for another season.

Best,

May 28, 2019

Scott Mullen  
Director of Expansion, Northeast



## Town of Arlington, Massachusetts

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### For Discussion: Board Designee Committee Appointments

#### Summary:

Diane Mahon, Chair  
(tabled from 5/20/2019 meeting)

#### ATTACHMENTS:

	Type	File Name	Description
▯	Reference Material	2019_Selectmen_Committees.pdf	Reference

## **SELECT BOARD COMMITTEE LIASONS**

### **Tree Committee**

Dan Dunn

### **Arlington Committee on Tourism and Economic Development**

John Hurd

### **Parking Implementation/Governance Committee**

Joe Curro

### **School Enrollment Task Force**

Joe Curro

Diane Mahon

### **School Committee Liason**

**vacant**

### **Minuteman Bikeway 25th Anniversary Committee**

Dan Dunn

### **Marijuana Study Committee**

Dan Dunn

### **CDBG**

Dan Dunn

Diane Mahon

### **Snow & Ice (sub-committee)**

Diane Mahon

### **Parking (sub-committee)**

Diane Mahon

### **Rainbow Commission**

Dan Dunn

### **Sunnyside Avenue Neighbors**

Diane Mahon

### **Local Emergency Planning Committee**

Joe Curro



**Long Range Planning**

Joe Curro

Dan Dunn

**Information Technology Advisory Committee**

Dan Dunn

**Council on Aging**

Joe Curro

**Arlington Youth Health and Safety Coalition (local government rep.)**

Joe Curro

**Application and Permits Working Group**

Joe Curro

**Transportation Advisory Committee**

John Hurd

**Investment Policy Working Group (6.19.17)**

Dan Dunn

**Scholarship Program Working Group (6.19.17)**

vacant



## Town of Arlington, Massachusetts

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### Request Tax Relief for Senior Citizen Renters

#### Summary:

Nancy M. Forte, 110 Lake Street

#### ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Forte_CR.pdf	Reference

## OFFICE OF THE SELECT BOARD

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
JOSEPH A. CURRO, JR.  
JOHN V. HURD  
STEPHEN W. DECOURCEY



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

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

May 28, 2019

Nancy M. Forte  
110 Lake Street, Apt. 1  
Arlington, MA 02474

Dear Mrs. Forte:

We are in receipt of your correspondence in which you discuss tax relief for senior citizens that rent in the Town of Arlington.

Thank you for writing to the Select Board. Your correspondence will appear on the June 3<sup>rd</sup> Select Board Agenda under "Correspondence Received". Although it is not necessary for you to attend the meeting, you may do so if you are so inclined. The meeting begins at 7:15 p.m.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,  
SELECT BOARD

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

Marie A. Krepelka  
Board Administrator

MAK:am

Curro. Rec.  
6/03/19

May 22, 2019

Mr. Joseph A. Curro, Jr.  
Arlington Select Board  
Arlington Town Hall  
750 Massachusetts Avenue  
Arlington, MA 02474

Dear Joe,

Thank you for your excellent guest commentary in last week's *Arlington Advocate*, "Support the intergenerational compact."

I write as a citizen of Arlington who has been a renter since my blissful marriage in 1965. My wonderful husband, James, a composer and poet, did a great deal of volunteer service for the Town. He is now in heaven, though he will always be close to my heart. He chose to be buried in Arlington.

As a renter, I have a simple suggestion regarding property taxes, in the light of the potential increase to support the expenses for the new high school and the operations override, so important for the future of the Town. I suggest that tax relief be given for those properties being rented to senior citizens (70+). I hope to be able to continue residing in the great Town of Arlington.

Thank you for your consideration.

With warmest best wishes,

Nancy (+ James in heaven)

Mrs. Nancy M. Forte  
110 Lake Street, Apt. 1  
Arlington, MA 02474  
781-646-1304  
fcgdaeb@mindspring.com



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## **Town of Arlington, Massachusetts**

**NEW BUSINESS**



## **Town of Arlington, Massachusetts**

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**Next Scheduled Meeting of Select Board June 17, 2019**