



Town of Arlington Board of Selectmen

Meeting Agenda

August 13, 2018

7:15 PM

Selectmen's Chambers, 2nd Floor, Town Hall

1. Wheelabrator Community Gift
John Farese, Wheelabrator Technologies
2. Beer Garden Update and Request for Approval of Saturdays in September
Ali Carter, Economic Development Coordinator
3. For Approval: Plan for Signs in Heights
Ali Carter, Economic Development Coordinator
4. For Approval: Creation of Affordable Housing Advisory Committee
Jenny Raitt, Director of Planning and Community Development

CONSENT AGENDA

5. Minutes of Meetings: July 16, 2018
6. REAPPOINTMENTS (terms to expire 6/30/2021)
 - Commission on Disabilities
Michael Rademacher
 - Council on Aging
Jill Greenlee
 - Human Resource Board
Sheila Keady Rawson
 - Park and Recreation Commission
Jennifer Rothenberg
 - Veteran's Council
William Hayner
Patrick Quinn
Anmarie Russo
7. Request: Special (One Day) All Alcohol License, 9/1/18 @ Whittemore Robbins House for a Private Event
Anirudh Mohan Jhanji
8. Request: Special (One Day) Beer & Wine License, 9/15/18 Town Day Beer Garden
Marie Krepelka and Kathleen Darcy, Town Day Co-Chairs

9. Request: Special (One Day) All Alcohol License, 9/21/18 @ Smith Museum, Jason Russell House for Arlington Historical Society Cocktail Party Social Fundraiser
Patsy Kraemer, Arlington Historical Society
10. Request: Oktoberfest at the Old Schwamb Mill, October 13, 2018, Noon - 4:00 p.m.
Edward Gordon, Director of Museum Programs, Old Schwamb Mill
 - a) Special (One Day) Beer & Wine License
 - b) Mill Lane (between Lowell Street and bridge over Mill Brook) - street closing
11. For Approval: Arlington-Belmont Crew Lawn Signs, 8/14/18 through 8/28/18
Rosemary Burke, AB Crew Co-President
12. For Approval: All Alcohol License Revision
George Mullan, 193 Massachusetts Avenue, Town Tavern

LICENSES & PERMITS

13. For Approval: Common Victualler License
Luigi's Italian Kitchen, 242 Massachusetts Avenue, Kevin and Lisa Cronin
14. For Approval: Public Entertainment and Alteration of Premise Licenses
Commune Kitchen, 203 Broadway, Richard Niedzwiecki

CITIZENS OPEN FORUM - SIGN IN PRIOR TO BEGINNING OF 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

15. Request: Handicap Parking Sign @ 31 Magnolia Street
Donald R. Ronchetti, Jr.
16. Discussion: Haiku Bikeway Project
Adria Arch, Chair, Arlington Public Art
Cecily Miller, APA
17. Request Support of Minuteman Bikeway 25th Anniversary Celebration, September 29th
Christopher Tonkin, Chair, Arlington Bicycle Advisory Committee
18. For Discussion and Approval: Amendment of Lime BikeShare Operator License to Increase from 150 to 300 Bikes
Douglas W. Heim, Town Counsel
19. For Discussion and Approval: Authorized Use Limitation for 51 Grove Street DPW Yard
Douglas W. Heim, Town Counsel

CORRESPONDENCE RECEIVED

Spy Pond Sediment Removal

Paul D. Stedman, MassDOT

Request Contacting National Grid re Reduction of Gas Leaks

G. Lee Humphrey, 169 Commonwealth Avenue, Boston

Request Reconsideration of Moratorium on Non-Emergency Gas Permits

Deborah Nowell, Esq., 1193 Massachusetts Avenue

NEW BUSINESS

EXECUTIVE SESSION

Next Scheduled Meeting of Bos September 12, 2018



Town of Arlington, Massachusetts

Wheelabrator Community Gift

Summary:

John Farese, Wheelabrator Technologies

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	2018_Wheelabrator_Gift_Memo.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
Website: www.arlingtonma.gov

To: Adam Chapdelaine, Town Manager

From: Jim Feeney, Assistant Town Manager

RE: 2018 Wheelabrator Community Gift

Date: August 2, 2018

As you know, Wheelabrator Technologies (WTI) operates a local waste-to-energy facility that sustainably processes a portion of the Town of Arlington's unwanted municipal solid waste. Through this ongoing partnership, WTI generously gives back to member communities each year in the form of a community gift. The time has come to earmark a program to benefit from this year's community gift in the amount of \$3500.

Reinvestment in the Town's waste handling infrastructure seems both a germane and worthy cause. As such, following consultation with the Department of Public Works (DPW), it is recommended these funds be designated to support continued upgrades of our waste receptacles in Arlington Center, especially in and around Broadway Plaza. As you are aware, efforts are ongoing to increase the aesthetic and functional value of this public right of way and surrounding areas. Of particular note was the installation of a smart Big Belly waste station that communicates status in real-time wirelessly, allowing for operational efficiency and preventing overflow conditions, which has helped curb rodent sightings.

In light of these recent successes, I respectfully recommend DPW be the beneficiary of this year's community gift, allowing staff to make similar targeted upgrades to our waste receptacles based on their first-hand knowledge of the waste management experience in the Center. It is further requested this matter be placed on the agenda for the Select Board's August 13th meeting, at which time John Farese of WTI will present the Town with the community gift.



Town of Arlington, Massachusetts

Beer Garden Update and Request for Approval of Saturdays in September

Summary:

Ali Carter, Economic Development Coordinator

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Ali_Carter_Memo_Aeronaut_Beer_Garden_Economic_Impact_Report.pdf	A. Carter Memo to Board
▢ Reference Material	Special_Alcohol_App_-_Aeronaut_-_September.pdf	Special Alcohol Application from Aeronaut



TOWN OF ARLINGTON

MASSACHUSETTS 02476

781 - 316 - 3090

DEPARTMENT OF PLANNING &
COMMUNITY DEVELOPMENT

M E M O R A N D U M

To: Adam Chapdelaine, Town Manager
Cc: Jennifer Raitt, Director, Department of Planning and Community Development
From: Ali Carter, Economic Development Coordinator
Date: August 9, 2018

Re: Aeronaut Beer Garden Economic Impact Report

Aeronaut Brewing Company (ABC) is licensed to hold beer gardens at Whittemore Park on Saturdays in July and Saturdays and Sundays in August and September. To date, they have successfully held three beer garden events between the hours of 12–7 p.m. on July 7, 14, and 21. The beer gardens scheduled for July 28 and August 4 were cancelled due to rain. After the July 7th event, Aeronaut found they needed more staff than they had originally anticipated, and that it would be difficult to staff at that level for Saturdays and Sundays. Therefore, they decided to drop the Sundays from their schedule.

Attendance: Aeronaut tracks attendance by the number of wristbands issued to people 21+ and using a clicker for guests under age 21 at the entrance to the beer garden. Approximately 1,500 guests attended each beer garden. About two-thirds of the attendees were adults and one-third were under age 21 on each date. Due to improvements made to the line flow and point-of-sale procedures, the number of transactions increased after the first week despite a modest drop in attendance after the inaugural event. The following illustrates the date and number of transactions at each event:

July 7: 716 transactions
July 14: 866 transactions
July 21: 796 transactions

Survey: An online survey was implemented for the beer garden events, and surveying will be further enhanced with postcard surveys available to beer garden patrons starting on August 11. Here are some of the most compelling statistics rendered from the survey thus far:

- 86% of beer garden patrons came to Arlington Center specifically because of the beer garden
- 50% of attendees arrived by foot; 33% came by car; 17% by bike and 2% by bus
- Over 60% heard about the beer garden through social media; another 35% heard about it by word-of-mouth and 30% by email
- In total, respondents reported the following spending in Arlington Center outside of the beer garden:
 - \$9,250 on food and drink
 - \$1,150 on shopping
 - \$200 on parking
- 98% percent of survey respondents said they would tell someone about the beer garden

Respondents were asked to use three words to describe their experience in the beer garden. This word cloud depicts the most common responses:



Comments from business owners: Arlington Center merchants have noticed the overall increase in foot traffic in the neighborhood and people patronizing their businesses.

We have definitely noticed a positive impact. The traffic has definitely increased noticeably. It's bringing in people...who have never visited before... [M]any signed up to be added to our social media and 6 people that I know of returned to purchase later. Also, not one bad review from attendees. Everyone seems to enjoy it and I did, too!

Carla Dorato, Owner, Artful Heart Gallery

The first weekend it was open [we] had long waits. Everyone was coming from the beer garden, everyone...[H]aving this be our fourth summer open, the town historically would be way more dead these last few weekends if the garden wasn't open, I believe. There is more foot traffic this year and I see the bands that people have on their wrist from there, so I know...The beer garden brings people from other towns here and also gets people in town to come out. It's more than just beer as [there] is music and life...[W]e welcome the change and the new foot traffic activity.

Liz Marsden, General Manager, Common Ground

Overall we had a great experience doing the beer garden...we served a lot of faces that I have never seen at the restaurant. There were quite a few people that told us they had just moved to town and loved the food they tried....[We] were happy to get the experience working with Aeronaut. We really enjoyed our time there and from what we saw, the community also really enjoyed it. We would be happy to participate again if given the opportunity!

Alissa Mermet, Owner, Tango

Sales Figures during Beer Garden days

July 7th (compared to 8th 2017) up 32%

July 14th (compared to 15th 2017) up 13%

July 21st "....." up 10%

[We]have heard nothing but positive opinions for it from our regular customers.

Paul Christie, Owner, Arlington Centered

Concerns to date: After the first week it was noted that there was a lack of seating in the beer garden. In response, Aeronaut purchased additional chairs for guests. Long lines during the first event led them to increase their staffing, add stanchions to manage queues, and a reconfiguration of their service tent and point-of-sale operations to expedite the lines. Additional signage to promote local businesses and attractions has been added by the Department of Planning and Community Development both within and outside of Whittemore Park to drive more foot traffic to local businesses.

Outlook moving forward: Aeronaut plans to move ahead with Saturday beer garden events at Whittemore Park in August and, with the permission of the Board, September as well (with the exception of Town Day, where they will hold their beer garden from 11 am-3 pm on David Lamson Way, pending licensure by the Board).

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: DanielRassi

Address, phone & e-mail contact information: 14 Tyler st., Somerville, MA 02143
(917) 648-1584, dan@aeronaut.net

Name & address of Organization for which license is sought: TBD Brewing LLC d/b/a
Aeronaut Brewing Co., 14 Tyler Street, Somerville, MA 02143

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

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

Address, phone & e-mail contact information: same as above

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? yes If so, please give date(s) of Special Licenses and/or applications and title of event(s). Aeronaut Arlington, all Saturdays in July and August 2018

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

This summer is the first time that we are hosting this event series.

24-Hour contact number for Responsible Manager of Alcohol Event date: (917)648-1584

Title of Event: AeronautArlington

Date/time of Event: September 1, 8, 22, 29, 2018 from 12pm-7pm

Location of Event: WhittemorePark.611MassachusettsAve.

Location/Event Coordinator: DanielRassi

Method(s) of invitation/publicity for Event: Facebook, Twitter, News features

Number of people expected to attend: 250personcapacity

Expected admission/ticket prices: free

Expected prices for food and beverages (alcoholic and non-alcoholic): Alcoholic beverages: \$7-8. Nonalcoholic beverages: \$1-4, Food vendor items will range from \$5-\$12.

Will persons under age 21 be on premises? Yes,onlywithaparentorguardian.

If "yes," please detail plan to prevent access of minors to alcoholic beverages. Adults 21+ will wristbands. Only people with wristbands will be served. We will have 1-2 roaming security personnel at all times, ensuring that people without wristbands are not drinking. Entry points will be staffed at all times.

Have you consulted with the Department of Police Services about your security plan for the Event? Yes, we have shared our security plans with APD.

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

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

Date _____

Printed name/title

POLICE COMMENTS:

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

Beer and cider

What types of food and non-alcoholic beverages do you plan to serve at the Event? Rotating food vendors serving various cuisines (e.g. grilled cheese, falafel, burgers, noodles pizza). Non-alcoholic drinks include water and soft drinks.

Who will be responsible for serving alcoholic beverages at the Event? TIPS-trained Aeronaut employees only.

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.

Ronn Friedlander,

Daniel Rassi,

Erika Dickinson,

Michael Yim,

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc) Aeronaut Brewing Co., under its
Farmer Brewer License.

Date of Delivery: All event dates

Alcohol Serving Time (s): 12pm-7pm

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?
All excess alcohol will be returned to Aeronaut Brewing Co. at the end
of each event by Aeronaut Brewing Co. staff.

Date of Pick-Up: All event dates

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.) See attached certificate of insurance

**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 Rassi

Printed title & Organization name: Owner, TBD Brewing LLC d/b/a Aeronaut Brewing Co

Email: dan@aeronaut.net



eTIPS On Premise 3.0

CERTIFIED

Issued: 5/27/2018

Expires: 5/27/2021

ID#: 4811138

Daniel Rassi

Aeronaut Brewing Co.

Somerville

14 Tyler St

Somerville, MA 02143-3224

For service visit us online at www.gettips.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2018

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

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

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Susan Merriam PHONE (A/C No. Ext): 800-225-1865 E-MAIL: smerriam@fredcchurch.com FAX (A/C No.): 978-454-1865
INSURED TBD Brewing LLC DBA Aeronaut Brewing Co. 14 Tyler Street Somerville MA 02143	TBDBREW-01
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Insurance Company	
INSURER B: Hartford Fire Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1556247872

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1724167	10/8/2017	10/8/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1724172	10/8/2017	10/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB603545	10/8/2017	10/8/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WCEP9011	3/15/2018	3/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
A	Liquor Liability			PHPK1724167	10/8/2017	10/8/2018	Each Claim General Aggregate 1,000,000 1,000,000

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

Town of Arlington is included as Additional Insured per written agreement for the pop-up beer garden event from July 1st - September 30th located at: Whittemore Park, 611 Massachusetts Ave., Arlington, MA 02474.

CERTIFICATE HOLDER

CANCELLATION

Town of Arlington
730 Massachusetts Avenue
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

For Approval: Plan for Signs in Heights

Summary:

Ali Carter, Economic Development Coordinator

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Memo_to_Town_Manager_Arlington_Heights_sign.pdf	Memorandum to Board



TOWN OF ARLINGTON

MASSACHUSETTS 02476

781 - 316 - 3090

DEPARTMENT OF PLANNING &
COMMUNITY DEVELOPMENT

M E M O R A N D U M

To: Adam Chapdelaine, Town Manager
Cc: Jennifer Raitt, Director of Planning & Community Development
From: Ali Carter, Economic Development Coordinator
Date: August 7, 2018
Re: Signs in Arlington Heights

Proposal: Repurpose two signs at intersection of Mass Ave and Park Ave in Arlington Heights to historical vignettes and community announcement boards

There are two signs located in Arlington Heights at the corner of Mass Ave and Park Ave. These signs were installed as part of the Mass Ave reconstruction project in the 1980s. Over the years they have functioned as gateway signs and business directories.

By 2017 the signs were in poor repair and in the fall of that year were taken down by the Department of Public Works to be painted and restored. They were reinstalled in the spring of 2018 and continue to serve their original function as gateway signs, reading "Welcome to Arlington Heights" on the Park Ave facing side of each sign. The Mass Ave facing side of each sign, however, is currently blank. This side formerly featured a map and listing of businesses in the Heights; many neighborhood business owners express that this is no longer a necessary or viable use for the sign. In conjunction with the Arlington Heights Community Association, I propose to have these signs repurposed into historical vignette and community announcement boards.

Working with the staff and board of the Old Schwamb Mill, an historical account of the Schwamb Mill and the Arlington Heights Railroad has been written with accompanying historical images to interpret this important aspect of the neighborhood's history. It is proposed that a vinyl graphic containing this historical narrative and imagery would be installed in the sign at the corner of 1321 Mass Ave outside of the former Capri Pizza location. For the sign outside of 1332 Mass Ave near Big Picture Framing, the authors of *Arlington's Cultural Heights* (Doreen Stevens, Aimee Taberner, and Sarah Burks) drafted a history of the arts and culture in the Heights along with information about the Arlington Reservoir tower. Together, these installations would beautify the neighborhood and edify its residents and visitors with tidbits of local history.

In addition to the historical vignette, the very same space on these Heights signs can alternately function as community announcement boards. Similar to the sign in front of Town Hall used by local nonprofits and town committees to announce their events, the two signs in the Heights can be fitted with hooks to allow installation of signs. When there is no event to promote, event signage will be removed and an attractive historical vignette will be revealed underneath.

The Department of Planning and Community Development reviews and approves many signs across town and would be willing to review and approve signage in this space. Alternatively, the Town Manager's office could approve the signage.

With a vibrant community life and a lack of opportunities to promote Heights-specific events, the event announcement function would be a better use of these sign boards. Thank you for your consideration of this proposal.

Sign prior to restoration



Signs post-restoration



Event posting on sign at Town Hall





Town of Arlington, Massachusetts

For Approval: Creation of Affordable Housing Advisory Committee

Summary:

Jenny Raitt, Director of Planning and Community Development

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Memo_Distributing_Affordable_Housing_Money_08-02-18.pdf	Memorandum to Board



TOWN OF ARLINGTON
DEPARTMENT OF PLANNING and
COMMUNITY DEVELOPMENT

TOWN HALL, 730 MASSACHUSETTS AVENUE
ARLINGTON, MASSACHUSETTS 02476
TELEPHONE 781-316-3090

MEMORANDUM

To: Jennifer Raitt, Director of Planning and Community Development

From: Erin Zwirko, Assistant Director of Planning and Community Development

Date: August 2, 2018

RE: Distributing Affordable Housing Funds

Background

The Town of Arlington has two accounts that contain funds specifically set aside for affordable housing, one from the developer of the Symmes Hospital site provided as part of the Land Disposition Agreement recorded on July 25, 2005, as amended, and the second from a non-Federal fund. In total, the amount is \$178,300. Of the total, \$150,000 was received from the Symmes Redevelopment Associates, LLC with the intended purpose of "subsidizing affordable housing units and for deposit in the Affordable Housing Trust Fund or in a similar account for such purposes" (see the attached letter). The remaining amount, \$28,300, is believed to be CDBG program income funds moved into an account for the purpose of creating affordable housing.

Since the Town has not formed a municipal Affordable Housing Trust under M.G.L. Chapter 44 § 55C, these funds have not been formally allocated or dispersed for their intended purpose. In the absence of a Trust, these funds could be distributed by the Select Board with assistance from an Advisory Committee. This memo provides a framework for allocating and dispersing these funds.

Purpose

All affordable housing trusts include a statement of purpose that guides how affordable housing funds are allocated and dispersed by the trustees. Guidance developed by the Massachusetts Housing Partnership¹ on municipal trusts suggests that the following items are typical uses:

1. Provide financial support for the construction of affordable homes by private developers (for profit or non-profit);
2. Rehabilitate existing homes to convert to affordable housing;
3. Increase affordability in new housing development projects;

¹ Municipal Affordable Housing Trusts, prepared by Massachusetts Housing Partnerships, July 2013. Accessed: https://www.mhp.net/writable/resources/documents/municipal_affordable_housing_trust_guidebook.pdf

4. Develop surplus municipal land or buildings;
5. Preserve properties faced with expiring affordability restrictions;
6. Create programs to assist low- to moderate-income homebuyers;
7. Create programs to help low-and moderate-income families make health and safety repairs; and
8. Educate and advocate for affordable housing initiatives.

In Arlington, because of the relatively small amount of money in the two accounts and staff capacity, the scope of how the funds could be used should be limited. Additionally, there are a number of entities in the Town and beyond that accomplish many of the above mentioned goals. For example, the Community Preservation Commission can recommend affordable housing appropriations for Town Meeting to approve while achieving the goals of the Community Preservation Act. The North Suburban HOME Consortium provides down payment and closing cost assistance to first-time income-eligible homebuyers. The Menotomy Weatherization Assistance Program and Arlington Home Improvement Loan Program assists income-eligible Arlington residents to make health and safety improvements. Further, the 2016 Housing Production Plan recommends many of the items above as action items, including the formation of a municipal Affordable Housing Trust, which this process will stand in for until the Town votes to adopt a Trust.

Balancing the amount of funds available and staff capacity, I would recommend that the Select Board and Advisory Committee consider making these funds available for financial support for the development of affordable homes and to rehabilitate existing homes to convert to affordability housing. A small grant may help a developer secure other development funds needed or could help ensure a pro forma can be balanced allowing the unit to be constructed onsite rather than accepting a payment in lieu of housing.

Advisory Committee

The creation of an Advisory Committee would assist the Select Board in making recommendations for distributions of these funds. This Advisory Committee should be no more than 9 people and be made up of representatives from the following departments, other committees, and the public:

1. Member of the Select Board;
2. Town Manager or designee;
3. Director of Planning and Community Development or designee;
4. Representative from the Housing Plan Implementation Committee;
5. Representative from the Arlington Redevelopment Board;
6. Representative from Community Preservation Act Committee; and
7. Three residents or business community members, at least one of whom has experience with affordable housing either as a tenant or developer.

The Select Board would appoint the Advisory Committee members for two year terms with the option to be reappointed. The terms could become staggered after the initial year. The Advisory Committee would be required to comply with the requirements of the Open Meeting Law.

Once formed, the Advisory Committee should establish a charter and action plan that clearly states its function, but in general, the Committee would only be empowered to make recommendations to the Select Board on funding requests. The charter and action plan should also state the conditions necessary for granting funds. As stated above, my recommendation is for financial support for the development of affordable homes and to rehabilitate existing homes to convert to affordability housing. The Committee, once formed, may want to revisit this recommendation and engage community stakeholders in the process through public meetings. Included in the action plan should be the process for reporting activities to Town Meeting each year.

It will be important for the Advisory Committee to ensure that the Town benefits from the funds that are invested in a property and develop a policy. This may include benefiting from an affordable restriction if the project did not trigger the inclusionary zoning requirements or repayment of the funds over time. However, due to the limited amount of money available, the Advisory Committee may determine that the best course of action is to simply grant the funds to applicants.

Process

In order to be considered for a portion of the affordable housing funds, an applicant would prepare an application for the Advisory Committee to consider. A draft application form is attached to this memorandum.

The application and any supporting materials would be submitted to the Select Board Office or the Department of Planning and Community Development for consideration. Once received, the application would be forwarded to the Advisory Committee to review and make a recommendation to the Select Board. Any recommendation made must be consistent with the stated purpose and goals of the Committee. Additionally, the Advisory Committee could make recommendations on any conditions that would be attached to the funds. Any recommended conditions would be subject to the Select Board attaching the conditions to the funds.

Once the Advisory Committee's recommendation is received, the Select Board would consider the application during one of their regularly scheduled meetings. During the meeting, the Select Board may want to hear from the applicant, the Advisory Committee, and members of the public prior to making a decision. Once the Select Board makes a decision on an application, the funds approved could be requested by the applicant and withdrawn through a process to-be-established following adoption of these rules.

Next Steps

While establishing a municipal Affordable Housing Trust can be a complicated task, the formation of the Advisory Committee may give the Town a starting point for developing a more robust Trust and committee. The Massachusetts Housing Partnership guidebook referenced in this memorandum provides a detailed overview of the steps necessary to create a Trust. By laying the groundwork with the Advisory Committee, it appears that adoption by Town

Memo on Distributing Affordable Housing Funds
August 2, 2018

Meeting and filing the legal documents necessary to establish a Trust would be the remaining tasks assuming the Advisory Committee's work can transition to the Trust.

DRAFT APPLICATION FORM

Agency & Project Summary Information																
I. Contact Information (If application is completed by a Collaborative, provide the contact information for the lead entity only)																
Agency/Organization:	Project Name:															
Contact:	Title:															
Mailing Address:	Project Location:															
Email:	Phone:															
Anticipated Start Dates:	Anticipated End Dates:															
Amount of Request:																
Name and Contact Information for Property Owner, if different:																
<p>Please Identify the Type of Organization Applying for Funds (<i>Note: More than one may apply</i>)</p> <table border="0"><tr><td><input type="checkbox"/> 501(c)3</td><td><input type="checkbox"/> For-profit</td><td><input type="checkbox"/> Faith-based</td><td><input type="checkbox"/> Unit of</td><td><input type="checkbox"/> Institution of</td></tr><tr><td></td><td>authorized under</td><td>Organization</td><td>Government</td><td>Higher Education</td></tr><tr><td></td><td>570.201(o)</td><td></td><td></td><td></td></tr></table> <p><i>Submit the organizational documents with this application.</i></p>		<input type="checkbox"/> 501(c)3	<input type="checkbox"/> For-profit	<input type="checkbox"/> Faith-based	<input type="checkbox"/> Unit of	<input type="checkbox"/> Institution of		authorized under	Organization	Government	Higher Education		570.201(o)			
<input type="checkbox"/> 501(c)3	<input type="checkbox"/> For-profit	<input type="checkbox"/> Faith-based	<input type="checkbox"/> Unit of	<input type="checkbox"/> Institution of												
	authorized under	Organization	Government	Higher Education												
	570.201(o)															
II. General Description																
1. Brief Project Description (please avoid using abbreviations):																
2. Master Plan and Housing Production Plan Goals and Objectives																
3. Project and Permitting Status																

4. Is the property located in a local historic district and/or listed on the State Register of Historic Places?
5. Project Timeline
III. Budget 1. Attach a pro-forma and a letter of reference from at least one banking institution.
AMOUNT OF FUNDS REQUESTED:
TOTAL FUNDS FROM OTHER SOURCES:
TOTAL COST OF PROPOSED PROJECT:

Attach additional information if necessary.



Town of Arlington, Massachusetts

Minutes of Meetings: July 16, 2018

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	7.16.18_draft_minutes.docx	Draft Minutes 7.16.18

Town of Arlington
Board of Selectmen
Meeting Minutes
July 16, 2018
7:15 PM
Selectmen's Chambers, 2nd Floor, Town Hall

Present: Mr. Dunn, Chair, Mrs. Mahon, Vice Chair, Mr. Greeley, Mr. Curro and Mr. Hurd

Also Present: Mr. Chapdelaine, Mr. Heim, Mrs. Krepelka

Select Board Chair, Mr. Dunn, asked for a moment of silence for John J. Bilafer who was a Selectman from 1964-1972. In 1972 he was elected Town Treasurer, a position he held for 33 years until his retirement in 2005. Among his many accomplishments as a town official, he was most proud of establishing the Town of Arlington Scholarship Program.

1. Appeal of Tree Warden Decision re Non-Removal of Black Pine Tree in the Town Hall Garden

Tim Lecuivre, Tree Warden

The Friends of the Robbins Town Gardens appealed this decision and are requesting permission to remove the Black Pine located on the northeast corner of Town Hall directly off the Assessor's office. They want to remove this tree as part of their ongoing restoration of the Winfield Robbins Memorial Garden.

This project is being funded by money from three sources: the Town Events Account, the DPW Trees Account, and the Friends of the Robbins Town Gardens fundraising efforts.

Tree Warden LeCuivre stated other trees were removed because of pests, insects and pathogens.

Two residents spoke in support of keeping the Black Pine. After listening to the residents and the Friends of the Robbins Town Gardens regarding the Black Pine, the Board voted 4-1 with Selectmen Greeley voting in the negative, to approve the removal of the Black Pine Tree.

The Friends stated they are raising funds to create a maintenance fund to keep the garden going in perpetuity so that twenty, thirty, forty years from now they are not back where we are now wondering what to do with a garden that has gone because we could not find a way to maintain it.

Mrs. Mahon moved approval.

SO VOTED (4-1)
Mr. Greeley voted in the negative.

CONSENT AGENDA

2. Minutes of Meetings: June 11, 2018; June 25, 2018*

*Mr. Curro abstained from voting due to his absence
from meeting.

Mrs. Mahon moved approval.

SO VOTED (5-0)

APPOINTMENTS

3. Commission for Arts and Culture

Aneleise Ruggles (term to expire 6/30/2019)

(tabled from 6/25/18 meeting)

Mr. Greeley moved approval.

SO VOTED (5-0)

4. Park and Recreation Commission, Associate Member

Henry Brush (no expiration date)

Mr. Curro moved approval.

SO VOTED (5-0)

5. Vote: Appointment of Deputy Treasurer/Deputy Collector

Mr. Chapdelaine reported that with the recent departure of Mike Morse, we not only have a Treasurer/Collector role to fill, but also the position of Deputy Treasurer/Deputy Collector. He stated that the Board may recall, statute gives the Board confirmation authority over the appointment, and he asked the Board to confirm the appointment of Karen Reilly, the current Cash Manager in the Treasurer/Collector's Office.

Mrs. Mahon moved approval.

SO VOTED (5-0)

LICENSES & PERMITS

6. For Approval: Food Vendor License

Domino's Pizza, 671 Massachusetts Avenue, Aslan Zadeh

Mr. Greeley moved approval.

SO VOTED (5-0)

7. For Approval:

- a) Annual Seasonal Floating Dock Rules and Regulations with Memo from Town Counsel

Douglas W. Heim, Town Counsel

Mr. Heim asked the Board to approve the draft rules and regulations for private residential docks and community docks and apply those rules to the Recreation Department's Application for a dock at Spy Pond Park.

Mr. Heim also stated if the Board adopts the rules and regulations, the Board may formally designate a Town official or public body to administer SubSection 10A permitting.

- Mrs. Mahon moved approval. SO VOTED (5-0)
- b) Spy Pond Dock Permit
Douglas W. Heim, Town Counsel
Mr. Greeley moved approval. SO VOTED (5-0)

CITIZENS OPEN FORUM - SIGN IN PRIOR TO BEGINNING OF 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.

Deirdre O'Connor, 19 Jeffrey Road asked the Board to consider not issuing any permits to National Grid during the strike because she is concerned of safety issues for the residents of Arlington.

John Broughall and Matt Denn, National Grid workers, asked the Board to stop all new projects with National Grid in response to the company locking out all Union employees.

The Board voted to prepare a Resolution to allow for emergency repairs only.

Mrs. Mahon made a motion to have a Resolution ready on July 26th at a Special Select Board Meeting before their goal setting meeting. SO VOTED (5-0)

Richard Jones, Veterans Committee Chair, PER of the Arlington Lodge of Elks thanked Selectman Curro for attending the Flag Day Celebration on June 14th at the Lodge of Elks. The Flag Retirement Service is a way for Americans to pay tribute to the Flag, what it stands for and those who have defended it. This year they had over 500 Flags for the retirement, most of them were from Veterans' grave sites over Memorial Day.

Mr. Jones presented Selectman Curro with one of the grommets that they recovered from the ashes of those Flags. These are held in high regard to veterans and first responders, and many of those are placed on keychains so they can see them every day. Mr. Jones stated that he would be honored if Mr. Curro accepted this from the Arlington Lodge of Elks. Mr. Curro was thrilled to receive this recognition.

TRAFFIC RULES & ORDERS / OTHER BUSINESS

8. Discussion: James Street Repaving, #25 - #47

John Griffin and Residents of 25 - 47 James Street
(tabled from 6/25/18 meeting)

Town Counsel Heim presented a detailed report of Maintenance and Repairs of Private Ways. The Town is presently offering all of the legal means by which it can contribute to the maintenance of private ways in Arlington.

Mrs. Mahon moved no action on Mr. Griffin's request. SO VOTED (5-0)

9. Vote: Fiscal Year 2019 Water & Sewer Rate Increase

Adam W. Chapdelaine, Town Manager

Mr. Chapdelaine recommended to the Board the FY19 rates as follows:

1. Raise water rates by 5%
2. Raise sewer rates by 4.5%.

Rate changes will go into effect on September 1, 2018.

Without a rate increase in FY19, it is estimated that revenues collected in FY19 would be approximately \$500,000 short of expenses.

Mrs. Mahon moved approval.

SO VOTED (5-0)

10. Vote: Formation & Approval of Mission & Membership of Clean Energy Future Committee

Adam W. Chapdelaine, Town Manager

Mr. Chapdelaine stated on behalf of Arlington's Energy Working Group, he is proposing the creation of a new Clean Energy Future Committee. The purpose of this committee would be to lead Arlington's campaign to become carbon neutral by 2050 (net zero emission of carbon dioxide and other greenhouse gases attributable to the Town of Arlington). We propose a diverse committee drawn from the community as follows:

One representative from the Board of Selectmen

One representative from Arlington Public Schools

One representative from the Planning Department

One representative from the Department of Public Works

A member of the Transportation Advisory Committee or the Town's Transportation Planner

The Town Manager

The Energy Manager

Four at large representatives

Two Town Meeting Members

One representative from the local business community

One representative from the building/construction sector

Total will be 15 members.

Mrs. Mahon moved approval.

SO VOTED (5-0)

11. Selectmen Awards Committee

Kevin F. Greeley, Selectman

(tabled from 6/25/18 meeting)

The Board submitted the following names to Selectman Kevin Greeley to be considered for participation in the Selectmen Awards:

John W. Hurd, Chair - Kevin Greeley

Clarissa Rowe - Diane Mahon

Elaine Shea - Joseph Curro

Kate Leary - Daniel Dunn

Jeffrey Russell - John V. Hurd

Mrs. Krepelka stated she would contact Jack Hurd to arrange the first Committee meeting with the members.

Mrs. Mahon moved approval.

SO VOTED (5-0)

12. Discussion: Future BoS Meetings

The following is a list of future Board of Selectmen Meetings:

August 13, 2018	October 10, 2018	November 26, 2018
September 12, 2018	October 22, 2018	December 10, 2018
September 24, 2018	November 14, 2018	December 16, 2018

January 7, 2019

CORRESPONDENCE RECEIVED

Request for a Residential Overnight Parking System
John Sanbonmatsu and Tenants for a Livable Arlington

Request Change to Arlington's Overnight Parking Ban
Josh Pioccone

Mrs. Mahon moved receipt of "Correspondence Received".

SO VOTED (5-0)

NEW BUSINESS

Town Counsel Heim stated that Representative Sean Garballey has been very helpful in working on our Home Rule Legislation.

Mr. Dunn stated that he is thrilled that the Townspeople have participated overwhelmingly in attending the Beer Garden. He feels it has been a great event for the Town and thanked Ali Carter, Economic Development Coordinator, for all the work that she has put into this event to make sure it is a success.

Mrs. Mahon moved to adjourn at 9:30 p.m.

SO VOTED (5-0)

A true record: Attest

Marie A. Krepelka
Board Administrator
Next Scheduled Meeting of Bos August 13, 2018

7/16/18

Agenda Items	Documents Used
1	Appeal of Tree Warden Decision re Non-Removal of Black Pine Tree in the Town Hall Garden - Tim Lecuivre, Tree Warden
2	Minutes of Meetings: June 11, 2018 - June 25, 2018
3	Appointment: Commission for Arts and Culture Aneleise Ruggles (term to expire 6/30/2019)
4	Appointment: Parks and Creation Commission, Associate Member- Henry Brush (no expiration da
5	Vote: Appointment of Deputy Treasurer/Deputy Collector
6	For Approval: Food Vendor License Domino's Pizza, 671 Massachusetts Avenue, Asian Zadeh
7	For Approval: a) Annual Seasonal Floating Dock Rules and Regulations with Memo from Town Counsel b) Spy Pond Dock Permit - Town Counsel
8	Discussion: James Street Repaving #25 - #47 John Griffin and Residents of 25-47 James Street
9	Vote: Fiscal Year 2019 Water & Sewer Rate Increase Adam W. Chapdelaine, Town Manager
10	Vote: Formation & Approval of Mission & Membership Of Clean Energy Future Committee Adam W. Chapdelaine, Town Manager
11	Selectmen Awards Committee Kevin F. Greeley, Selectmen
12	Discussion: Future BoS Meetings
Correspondence Received	Request for a Residential Overnight Parking System John Sanbonmatsu and Tenants for a Livable Arlington Request Change to Arlington's Overnight Parking Ban Josh Pioccone



Town of Arlington, Massachusetts

REAPPOINTMENTS (terms to expire 6/30/2021)

Summary:

Commission on Disabilities

Michael Rademacher

Council on Aging

Jill Greenlee

Human Resource Board

Sheila Keady Rawson

Park and Recreation Commission

Jennifer Rothenberg

Veteran's Council

William Hayner

Patrick Quinn

Anmarie Russo

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Reappointments.pdf	Requests to Reappoint, Meeting Notices



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

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

MEMORANDUM

DATE: July 23, 2018

TO: Board Members

SUBJECT: Reappointment to the Commission on Disabilities

This memo is to request the Board's approval of my reappointment of Michael Rademacher, Arlington, MA, to serve on the Commission on Disabilities, and having a term expiration date of 6/30/2021.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

DANIEL J. DUNN, CHAIR
DIANE M. MAHON, VICE CHAIR
KEVIN F. GREELEY
JOSEPH A. CURRO, JR.
JOHN V. HURD



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

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

July 30, 2018

Michael Rademacher, Director
Department of Public Works

Re: Reappointment - Commission on Disabilities

Dear Mike:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, August 13th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

Marie A. Krepelka
Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

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


MEMORANDUM

DATE: July 23, 2018

TO: Board Members

SUBJECT: Reappointment to the Council on Aging

This memo is to request the Board's approval of my reappointment of Jill Greenlee, Arlington, MA, to serve on the Council on Aging, and having a term expiration date of 6/30/2021.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

DANIEL J. DUNN, CHAIR
DIANE M. MAHON, VICE CHAIR
KEVIN F. GREELEY
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781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

July 30, 2018

Jill Greenlee

Arlington, MA 02474

Re: Reappointment - Council on Aging

Dear Ms. Greenlee:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, August 13th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

Marie A. Krepelka
Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

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

MEMORANDUM

DATE: August 8, 2018
TO: Board Members
SUBJECT: Reappointment to the Human Resource Board

This memo is to request the Board's approval of my reappointment of Sheila Keady Rawson, Arlington, MA to serve on the Human Resource Board, with a term expiration date of 6/30/2021.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

DANIEL J. DUNN, CHAIR
DIANE M. MAHON, VICE CHAIR
KEVIN F. GREELEY
JOSEPH A. CURRO, JR.
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781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

July 30, 2018

Sheila Keady Rawson

Arlington, MA 02474

Re: Reappointment – Human Resource Board

Dear Ms. Keady Rawson:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, August 13th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script, reading "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

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

MEMORANDUM

DATE: July 23, 2018

TO: Board Members

SUBJECT: Reappointment to the Park and Recreation Commission

This memo is to request the Board's approval of my reappointment of Jennifer Rothenberg, Arlington, MA, to serve on the Park and Recreation Commission, and having a term expiration date of 6/30/2021.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

DANIEL J. DUNN, CHAIR
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781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

July 30, 2018

Jennifer Rothenberg

Arlington, MA 02474

Re: Reappointment – Park and Recreation Commission

Dear Ms. Rothenberg:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, August 13th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

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

Marie A. Krepelka
Board Administrator

MAK:fr



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Office of the Town Manager

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Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: July 23, 2018

TO: Board Members

SUBJECT: Reappointment to the Veteran's Council

This memo is to request the Board's approval of my reappointment of William Hayner, Arlington, MA, to serve on the Veteran's Council, and having a term expiration date of 6/30/2021.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

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781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

July 30, 2018

William Hayner

Arlington, MA 02474

Re: Reappointment – Veteran's Council

Dear Mr. Hayner:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, August 13th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script, reading "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

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Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: July 23, 2018

TO: Board Members

SUBJECT: Reappointment to the Veteran's Council

This memo is to request the Board's approval of my reappointment of Patrick Quinn, Arlington, MA, to serve on the Veteran's Council, and having a term expiration date of 6/30/2021.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

DANIEL J. DUNN, CHAIR
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781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

July 30, 2018

Patrick Quinn

Arlington, MA 02474

Re: Reappointment – Veteran's Council

Dear Mr. Quinn:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, August 13th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

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

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

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E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: July 23, 2018

TO: Board Members

SUBJECT: Reappointment to the Veteran's Council

This memo is to request the Board's approval of my reappointment of Anmarie Russo, Arlington, MA, to serve on the Veteran's Council, and having a term expiration date of 6/30/2021.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

DANIEL J. DUNN, CHAIR
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781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

July 30, 2018

Anmarie Russo

Arlington, MA 02474

Re: Reappointment – Veteran's Council

Dear Ms. Russo:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, August 13th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

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

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

Request: Special (One Day) All Alcohol License, 9/1/18 @ Whittemore Robbins House for a Private Event

Summary:

Anirudh Mohan Jhanji

ATTACHMENTS:

	Type	File Name	Description
▯	Reference Material	Special_One_Day_App_Wedding.pdf	Special Alcohol Application



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: **Anirudh Mohan Jhanji**

Address, phone & e-mail contact information: **105 Chestnut Street Apt 2B Brookline-02445**
Contact- 5164248089
email- anirudhmjhanji@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): **Michelle MacKenzie**

Address, phone & e-mail contact information: **68 Aberdeen Road, Quincy MA; (617) 480-0373;**
michellemackenzie27@gmail.com.

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

Is this event an annual or regular event? If so, when was the last time this event was held and at what location? **NO**

24-Hour contact number for Responsible Manager of Alcohol Event date: **(617) 480-0373**

Title of Event: **Wedding and Reception**

Date/time of Event: **Saturday, September 1, 2018/ 1pm-9pm**

Location of Event: **Whittemore Robbins House**

Location/Event Coordinator: **Whittemore Robbins House/Victoria Rose**

Method(s) of invitation/publicity for Event: **Private (by invitation only)**

Number of people expected to attend: 30

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, One age 18 and two under the age of 12.

If "yes," please detail plan to prevent access of minors to alcoholic beverages. The Certified Bartender will follow the rules of alcohol service.

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 F. Rabeau Date 8-9-18
Det. Corey F. Rabeau
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.) Wine, Cocktails with white liquor (rum, vodka)

What types of food and non-alcoholic beverages do you plan to serve at the Event? A casual lunch (sandwiches/wraps) and Indian cuisine for dinner. No meat will be served. Caterer is The Maharaja in Cambridge.

Who will be responsible for serving alcoholic beverages at the Event? Professional Bartender from Superior Servers (Michelle Mackenzie)

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 certified

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.
Michelle MacKenzie- DOB

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc) Atlas or Kappy's (In process of choosing company)

Date of Delivery: September 1, 2018

Alcohol Serving Time (s): 4:30pm-7:30pm

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?
Opened/Unused alcoholic beverages will be placed in the trunk of the designated party by the responsible manager. Unopened will be picked up by wholesaler.

Date of Pick-Up: September 4, 2018.

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 is the TiPS Certificate. At this time, the General and Liquor Liability Insurance forms are pending. Will send when received.

**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: Anirudh Mohan Jhanji

Printed name: Anirudh Mohan Jhanji

Printed title & Organization name: Jhanji Wedding and Reception

Email: anirudhmjhanji@gmail.com



Anirudh Jhangi
105 Chestnut Street Apt. 2B Brookline, MA 02445
anirudhmjhanji@gmail.com

Whittemore Robbins House
670R Massachusetts Ave. Arlington, MA 02476

8 August 2018

SECURITY PLAN FOR WEDDING CEREMONY AND RECEPTION

A Wedding Ceremony and Reception will be held on Saturday, September 1, 2018 from 1:00pm-9:00pm at the Whittemore Robbins House. Alcohol service will run from 4:30pm-7:30pm.

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

This is the Security Plan.

We anticipate approximately 30 guests to attend. There will be three guests under the age of 21.

Victoria Rose, Event Coordinator, will be on site to monitor the use of the Whittemore Robbins House. The Maharaja in Cambridge will provide the food and the bartender from Superior Servers will provide alcohol service. Michelle MacKenzie is the TiPS certified bartender and the Responsible Manager. The Responsible Manager and catering company servers and the event coordinator are all responsible for ensuring that the event runs smoothly.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2018

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Anirudh Jhanji 105 Chestnut Street, Apartment 2B Brookline, MA 02445		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Evanston Insurance Company	35378
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> Retail Liquor Liability	3DS5466-M1361081 3DS5466-M1361081	09/01/2018 09/01/2018	09/02/2018 09/02/2018	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 35, Event Type: Wedding.

CERTIFICATE HOLDER

Town of Arlington
Whittemore Robbins House
670 R Massachusetts Avenue
Arlington, MA 02476

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Arlington Whittemore Robbins House 670 R Massachusetts Avenue Arlington, MA 02476
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 9/15/18 Town Day Beer Garden

Summary:

Marie Krepelka and Kathleen Darcy, Town Day Co-Chairs

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Town_Day_Beer_Garden_App.pdf	Special Alcohol Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Town of Arlington Town Day Committee / Marie Krepelka

Address, phone & e-mail contact information: 730 Massachusetts Avenue, Arlington, MA 02476
mkrepelka@town.arlington.ma.us

Name & address of Organization for which license is sought: Marie Krepelka / Kathleen Darcy /
Arlington Town Day Committee

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

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

Address, phone & e-mail contact information: 730 Massachusetts Avenue / 781-316-3022 / mkrepelka@town.arlington.ma.us

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?

Yes, 9/16/2017

24-Hour contact number for Responsible Manager on Event date: 781-572-6356

Title of Event: Arlington Town Day

Date/time of Event: September 15, 2018 / 11:00 AM - 3:00 PM

Location of Event: David Lamson Way

Location/Event Coordinator: Arlington / Marie Krepelka / Kathleen Darcy

Method(s) of invitation/publicity for Event: Town Day Publicity

Number of people expected to attend: 200 people

Expected admission/ticket prices: N/A

Expected prices for food and beverages (alcoholic and non-alcoholic): \$7.00 / beer

Will persons under age 21 be on premises? Yes

If "yes," please detail plan to prevent access of minors to alcoholic beverages. See attached Security Plan

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.

Officer Corey P. Rotear
Off. Corey P. Rotear
Printed name/title

Date 8-9-18

POLICE COMMENTS:

Given the nature of the event (being within an event with thousands of people will be in the surrounding area) it is recommended to request two safety officer details

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 Only

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

Food purchased through Town Day vendors

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

Bartenders from Aeronaut Brewery

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.

To be provided by Aeronaut Brewery prior to license issuance

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

Date of Delivery: September 15, 2018

Alcohol Serving Time (s): 11:00 AM

3:00 PM

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

N/A - Beer Company

Date of Pick-Up: September 15, 2018

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.) Insurance to be provided by Aeronaut Brewery prior to license issuance.

**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: Marie A. Krepelka

Printed title & Organization name: Arlington Town Day Committee Chair

Email: mkrepelka@town.arlington.ma.us



TOWN OF ARLINGTON

MASSACHUSETTS 02476

781 - 316 - 3090

DEPARTMENT OF PLANNING &
COMMUNITY DEVELOPMENT

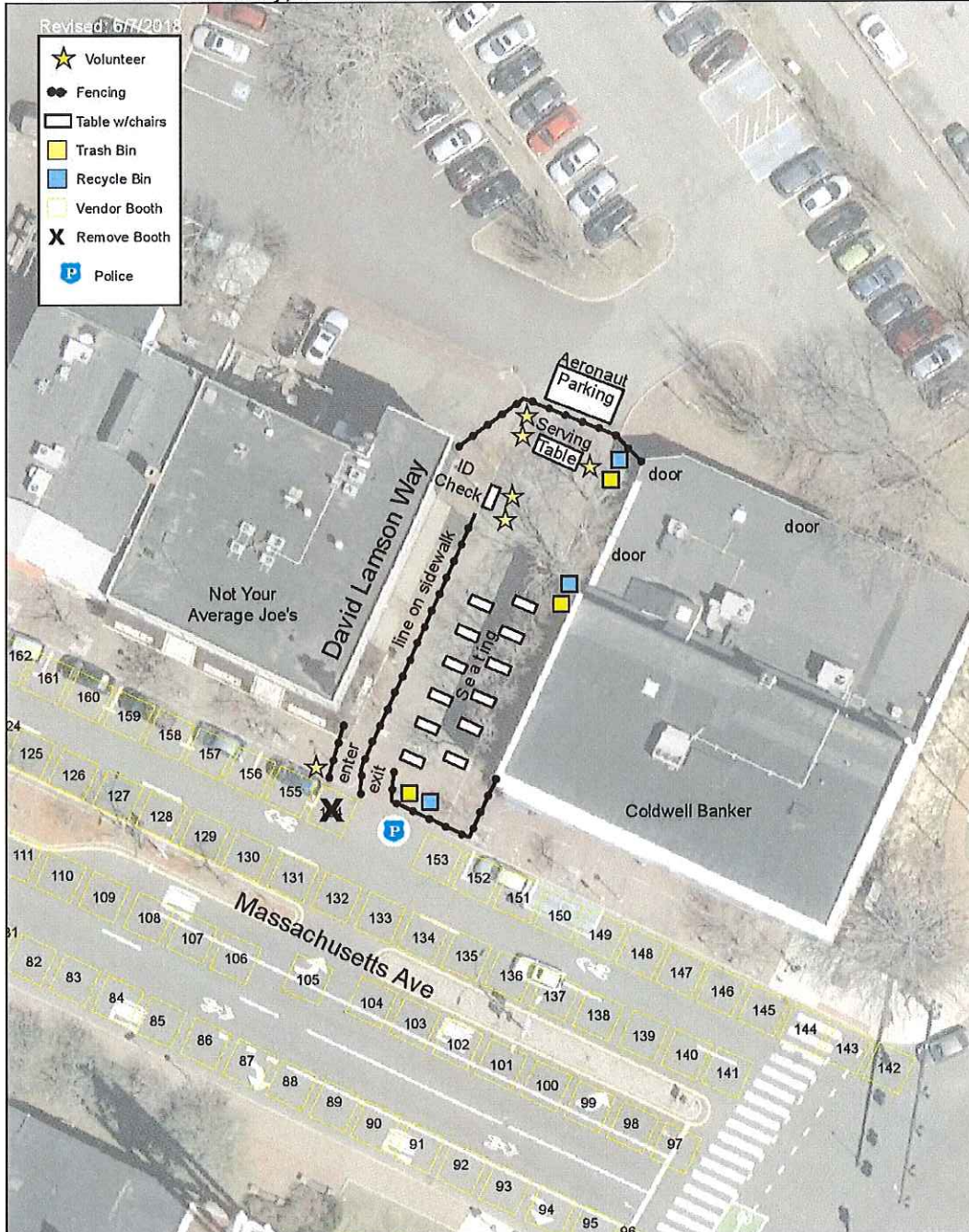
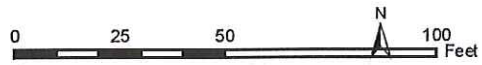
MEMORANDUM

To: Adam Chapdelaine, Town Manager
Cc: Jennifer Raitt, Director, Department of Planning and Community Development
From: Ali Carter, Economic Development Coordinator
Date: August 6, 2018
Re: Aeronaut Beer Garden at David Lamson Way for Arlington Town Day 2018

On Town Day 2018, which this year lands on September 15th, Aeronaut Brewing Company is proposing to locate a beer garden on David Lamson Way.

Security Plan: Access to the beer garden will be restricted to an entrance on Mass Ave. There will be an Aeronaut Brewery staff person who is trained to check identification stationed inside of the beer garden. Aeronaut will have TIPS-certified beer servers, and will always have at least one Crowd Control certified member of staff on duty. Children under the age of 21 will only be allowed into the beer garden under the supervision of a parent or guardian. After identification is checked, beer garden patrons who are 21 years of age or older will be given a wristband. Per ABCC regulations, each wristband-wearing patron will only be allowed to purchase 2 drinks at a time. Aeronaut staff will be stationed at the exit to assure that no one leaves the beer garden with any alcoholic beverages; all beers must be consumed inside the beer garden. A sign will be posted stating that no outside beverages are allowed inside the beer garden. Aeronaut Brewing Company has a successful track record of hosting public events in Arlington (Whittemore Park 2018, Town Day 2017 and Old Schwamb Mill's Oktoberfest 2017) and in surrounding communities. Aeronaut will secure liquor liability insurance with the Town named as additional insured in the amount of \$1,000,000.

Arlington Town Day Beer Garden David Lamson Way, Fall 2018





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2018

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

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

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Susan Merriam PHONE (A/C, No, Ext): 800-225-1865 E-MAIL ADDRESS: smerriam@fredcchurch.com FAX (A/C, No): 978-454-1865
INSURED TBD Brewing LLC DBA Aeronaut Brewing Co. 14 Tyler Street Somerville MA 02143	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Company INSURER B : Hartford Fire Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1084754253

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1724167	10/8/2017	10/8/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			PHPK1724172	10/8/2017	10/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB603545	10/8/2017	10/8/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	08WEC9011	3/15/2018	3/15/2019	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
A	Liquor Liability			PHPK1724167	10/8/2017	10/8/2018	Each Claim General Aggregate 1,000,000 1,000,000

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

Town of Arlington is included as Additional Insured per written agreement for the Arlington Town Day to be held on September 15, 2018 along David Lamson Way off of Massachusetts Avenue in Arlington, MA.

CERTIFICATE HOLDER

CANCELLATION

Town of Arlington 730 Massachusetts Avenue 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

Request: Special (One Day) All Alcohol License, 9/21/18 @ Smith Museum, Jason Russell House for Arlington Historical Society Cocktail Party Social Fundraiser

Summary:

Patsy Kraemer, Arlington Historical Society

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Arlington_Historical_Society_special_app..pdf	Special Alcohol License Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant:

Arlington Historical Society, Patsy Kraemer

Address, phone & e-mail contact information:

7 Jason Street, Arlington, Ma. 02476 , 781-858-8629 patsy@patsykraemer.com

Name & address of Organization for which license is sought:

Arlington Historical Society

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

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

Tom Carroll, Menotomy Grill & Tavern

Address, phone & e-mail contact information:

25 Massachusetts Ave., Arlington, Ma. 02474 781-808-1383, eventsmenotomygrill@gmail.com

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

September, 2017 Winetasting Fundraiser, Arlington Historical Society

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

annual event

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

781-808-1383

Title of Event:

Cocktail Party Social Fundraiser

Date/time of Event:

Friday, September 21, 2018, 6:30 pm - 9:00 pm

Location of Event: Jason Russell House, Jason Street, Arlington, Ma.
02476

Location/Event Coordinator: Patsy Kraemer

Method(s) of invitation/publicity for Event:

Invitation, social media

Number of people expected to attend: 125

Expected admission/ticket prices: \$45 per members, \$50 otherwise

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

\$5 for wine and hard cider, \$8 for Bloody Russell cocktail, \$2 for non-alcoholic beverages

Will persons under age 21 be on premises? No

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

Bartenders will check for ID's

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

YES

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

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

Off. Corey P. Ratan

Date 8-7-18

Off. Corey P. Ratan
Printed name/title

POLICE COMMENTS:

Crowd manager needed.

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, cocktail

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

savory tapas supplied by Menotomy Tavern, sweets, waters/sodas

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

Menotomy Tavern 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:

Horizon Beverage Norwood, Ma.

Date of Delivery: Fri., September 21, 2018

Alcohol Serving Time (s) 6:30 pm - 8:30 pm

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

Horizon will take back what is not used.

Date of Pick-Up:

Mon., September 23, 2018

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor


Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

ATTACHED

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

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: _____



Printed name: Patsy Kraemer

Printed title & Organization name: Board Member, Arlington Historical Society

Email: patsy@patsykraemer.com

revised: 5/18/2015 reformatted: 02252018

7 August 2018

SECURITY PLAN FOR ARLINGTON HISTORICAL SOCIETY COCKTAIL RECEPTION

The Arlington Historical Society Cocktail Reception Social is a fundraising event sponsored by the Arlington Historical Society. An organizing committee of eight members of the organization is responsible for the event. Patsy Kraemer is a vice-president of the Board of Directors of the AHS and will serve as the event coordinator for the reception.

The event is scheduled for Friday night, September 21, 2018, 6:30pm - 9:00 pm at the Smith Museum, 7 Jason Street, adjacent to the Jason Russell House.

A one-day permit has been submitted to the Selectmen's Office.

We anticipate approximately 125 people to attend the event. All attendees will be over 21 years of age. The bartenders will check for ID's with the attendees.

A committee of volunteers from the Arlington Historical Society will be staffing the party, in addition to the professional bartenders provided by Menotomy Grill and Tavern. All these people will be responsible for ensuring that the event runs smoothly.

A police detail will be hired for the event (if required).

Parking for the event will be available on Jason Street, on the side street, and on Mass. Ave.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2018

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

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

PRODUCER Quinn Group Insurance Agency, Inc. 223 Massachusetts Ave. Arlington MA 02474		CONTACT NAME: Ted Ward PHONE (A/C, No, Ext): (781) 483-3248 FAX (A/C, No): (781) 641-3223 E-MAIL ADDRESS: Ted@quinninsurance.com	
INSURED Menotomy Grill and Tavern 25 Massachusetts Avenue Arlington MA 02474		INSURER(S) AFFORDING COVERAGE INSURER A: Utica National Insurance Group INSURER B: Graphic Arts Mutual INSURER C: Utica National Assurance INSURER D: INSURER E: INSURER F:	
		NAIC # 25976 25984 10687	

COVERAGES**CERTIFICATE NUMBER:** CL1873110372**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5098540	10/05/2017	10/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor Liability \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5086100	10/05/2017	10/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			5098543	10/05/2017	10/05/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5086101	10/05/2017	10/05/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor			5098540	10/05/2017	10/05/2018	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)

Certificate Holder is an Additional Insured

Event on September 21, 2018

CERTIFICATE HOLDER**CANCELLATION**

Arlington Historical Society 7 Jason Street 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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Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.0

For coursework completed on December 9, 2016

provided by Health Communications, Inc.
is hereby granted to:

Christine Janko

Certification to be sent to:

Mentolmy Grill & Tavern

25 Massachusetts Ave

Arlington MA, 02474-8602 USA

HEALTH COMMUNICATIONS, INC.

INC

This document is not valid unless it is signed by the person who completed the course. Valid eTIPS On Premise 3.0 certificates will be e-mailed to you.



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

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

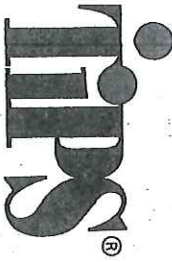
By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

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

Sincerely,



Adam F. Chafetz
HCI President



ID#: 4414084 Name: Victoria Holland

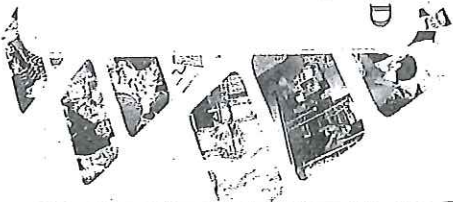
Exam Date: 12/6/2016 Expiration Date: 12/6/2019

TIPS eTIPS On Premise 3.0
Issued: 12/6/2016 Expires: 12/6/2019
ID#: 4414084

CERTIFIED

Victoria Holland
Menotomy Tavern & Grille
25 Massachusetts Ave
Arlington, MA 02474-8602

For service visit us online at www.gettips.com





Town of Arlington, Massachusetts

Request: Oktoberfest at the Old Schwamb Mill, October 13, 2018, Noon - 4:00 p.m.

Summary:

Edward Gordon, Director of Museum Programs, Old Schwamb Mill

a) Special (One Day) Beer & Wine License

b) Mill Lane (between Lowell Street and bridge over Mill Brook) - street closing

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Old_Schwamb_Mill_special_app_.pdf	Request including special one day application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Edward W. Gordon

Address, phone & e-mail contact information: Old Schwamb Mill, 17 Mill Lane, Arlington 02476
781-643-0554 edwardwgordon@aol.com

Name & address of Organization for which license is sought: Old Schwamb Mill, 17 Mill Lane,
Arlington 02476

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

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

Address, phone & e-mail contact information: _____

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? Yes – First annual Oktoberfest was held at Old Schwamb Mill on October 13, 2017.

24-Hour contact number for Responsible Manager on Event date: Ed Gordon, 781-643-0554
edwardwgordon@aol.com

Title of Event: Oktoberfest

Date/time of Event: Saturday, October 13, 2018, 12 noon – 4 pm

Location of Event: Old Schwamb Mill, 17 Mill Lane, Arlington Heights

Location/Event Coordinator: Edward W. Gordon

Method(s) of invitation/publicity for Event: Posters, postcards, social media, e-news, lawn signs, sandwich boards, articles in Arlington Advocate, Boston Globe, etc.

Number of people expected to attend: approximately 500-700 over 4 hours (150-200 at any one time)

Expected admission/ticket prices: \$5 for individuals / \$15 for families

Expected prices for food and beverages (alcoholic and non-alcoholic): Range of \$2 - \$10 per item (water, beer, bratwurst, pastries, cheese/tomato sandwiches) also, free cider while it lasts.

Will persons under age 21 be on premises? Yes

If "yes," please detail plan to prevent access of minors to alcoholic beverages.
Aeronaut Brewery staff will sell special beer tickets and provide wrist bands to those over 21 years.
Only people with wrist bands will be able to get beer at a separate table.

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

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. Roteau Date 8-2-18
Det. Corey P. Roteau
Printed name/title

POLICE COMMENTS:

Request 2 police details. No more

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 only

What types of food and non-alcoholic beverages do you plan to serve at the Event? Water, cider, bratwurst in rolls, pretzels, cheese/tomato sandwiches, pastries, etc.

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

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

Forrest W Pettengill TIPS ID 4251255 with expiration of 4/18/2019 (see copy of TIPS card)

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.

Dan Rassi, TIPS ID: 4811138 with expiration of 5/27/2021

Alexander Schuster, TIPS ID: 4665264 with expiration of 10/25/2020

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

TBD Brewing LLC (DBA Aeronaut Brewing Co.), 14 Tyler St., Somerville, MA 02143

Date of Delivery: Saturday, October 13, 2018

Alcohol Serving Time (s): 12 noon – 4 pm

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

Aeronaut staff will remove all leftover beer dispensers and other supplies when Oktoberfest closes after 4 pm. Date of Pick-Up: same day, October 13, 2018

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.)

See attached insurance forms for Old Schwamb Mill and Aeronaut Brewing Co.

**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: *Edward W. Gordon*

Printed name: Edward W Gordon

Printed title & Organization name: Director of Museum Programs, Old Schwamb Mill

Email: edwardwgordon@aol.com info@oldschwambmill.org

Security Plan for Oktoberfest – Saturday, October 13, 2018, noon – 4 pm

The Old Schwamb Mill is sponsoring its second annual Oktoberfest on Saturday, October 13, 2018, from noon to 4 pm at the mill property, 17 Mill Lane, Arlington Heights. The event is planned as a celebration of the Schwamb family's German heritage and will be a family-friendly event open to all but highlighting the Arlington Heights neighborhood.

The organizing committee includes Ed Gordon, site administrator and event manager, Lynette Bennett, communications assistant, and Board members Janet O'Riordan, Doreen Stevens, and Ann LeRoyer. All committee members have taken the state's online test on crowd control management. Other Board members and extra volunteers will help out on the day of the event.

A one-day permit for beer service is being submitted to the Selectmen's Office. The vendor is Aeronaut Brewing Company of Somerville.

General Information:

Admission tickets will be sold at two entrance stations to all attendees (\$5/person or \$15/family). Food and beverages will be served for fees ranging from \$2 to \$10 per item, and seating with will be available under a tent with tables and 70 chairs. Various free tours and activities will take place both inside and outside the Mill building throughout the day. It is anticipated that not more than 200-250 people will be in attendance at any one time. Last year young families were a primary audience, so this number includes babies and children.

Beer Service:

Separate drink tickets (\$6 per drink) will be sold to those wanting to purchase a glass of beer, with appropriate ID, and they will be given a wrist band to designate that they have been screened. The beer distributors (authorized Aeronaut Brewing Co. staff) will give a drink only to those with a ticket and the wrist band. Beer drinking will occur only under and around the tent on the grassy park land.

Parking and Police Detail:

Mill Lane between Lowell Street and the bridge over Mill Brook will be closed from noon to 4 pm for safety purposes to allow activities to extend into the roadway. Residents of the adjacent Watermill Place complex will be advised in advance about the Lane's closure; they will have constant access to their parking garage via Frazer Road. Neighbors on adjacent streets will be notified with a flyer in their doors in advance of the event.

A police detail will be available, but our volunteers will help direct traffic, and we will post signs to advise visitors about parking in a nearby Davidson Properties lot on Lowell Street.

(Email From: "John Sexton \DM)" <jsexton@davidsonmanagement.net>

Subject: RE: Oktoberfest at the Old Schwamb Mill

Date: July 24, 2018 at 10:37:47 AM EDT **To:** "janet o'riordan" <joriordan@comcast.net>

Hi Janet, I just spoke to Mr. Davidson and he will allow you to use the parking lot at Lowell Street for the Oktoberfest festivities on 10/13/18. Thanks, John Sexton.)

Parking will also be available on nearby streets. In our publicity, we will encourage visitors to access the Mill from the nearby Minuteman Bikeway (as many did last year). Bike racks are present on the property.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2018

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

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

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Susan Merriam	
	PHONE (A/C, No, Ext): 800-225-1865	FAX (A/C, No): 978-454-1865
	E-MAIL ADDRESS: smerriam@fredcchurch.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED TBD Brewing LLC DBA Aeronaut Brewing Co. 14 Tyler Street Somerville MA 02143	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B: Hartford Fire Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1898801872**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1724167	10/8/2017	10/8/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1724172	10/8/2017	10/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB603545	10/8/2017	10/8/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECP9011	3/15/2018	3/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
A	Liquor Liability			PHPK1724167	10/8/2017	10/8/2018	Each Claim General Aggregate 1,000,000 1,000,000

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

The Schwamb Mill Preservation Trust and Town of Arlington are included as Additional Insured per written agreement for the Old Schwamb Mill Oktoberfest event to be held on October 13, 2018. Location: 17 Mill Lane, Arlington, MA 02476

CERTIFICATE HOLDER**CANCELLATION**

The Schwamb Mill Preservation Trust
17 Mill Lane
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/18

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

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PRODUCER MFandT North America, LLC 1090 Massachusetts Ave. Arlington, MA 02476	CONTACT NAME:		
	PHONE (A/C, No, Ext): 781-648-5520	FAX (A/C, No): 781-641-0085	
	E-MAIL ADDRESS: Mike@mfandtna.com		
INSURED Schwamb Mill Preservation Trust, Inc. 17 Mill Lane Arlington, MA 02476	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Colony Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	y		101GL0102804-00	07/16/18	07/16/19	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							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	\$ inc
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Re: Oktoberfest on October 13, 2018

Town of Arlington is listed as additional insured on the General Liability

CERTIFICATE HOLDER**CANCELLATION**

Town of Arlington
730 Massachusetts Avenue
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

Michael F. Tarantino

card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.



On Premise

SSN: XXX-XX-XXXX

Issued: 5/10/2018

Expires: 4/18/2019

ILN: 4251255

D.O.B: XX/XX/XXXX

FORREST W PETTENGILL
14 Tyler St
Somerville, MA 02143-3224

For service visit us online at www.gettips.com
Rebekah Powers, 58096



Town of Arlington, Massachusetts

For Approval: Arlington-Belmont Crew Lawn Signs, 8/14/18 through 8/28/18

Summary:

Rosemary Burke, AB Crew Co-President

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Request_from_AB_Crew.pdf	Request from Arlington Belmont Crew
▢	Reference Material	Picture_1.jpg	Picture 1
▢	Reference Material	Picture_2.jpg	Picture 2
▢	Reference Material	Picture_3.jpg	Picture 3
▢	Reference Material	Picture_4.jpg	Picture 4
▢	Reference Material	Picture_5.jpg	Picture 5

Agenda
8/13/18

From: Rosemary Burke <burknett@gmail.com>
To: mkrepelka@town.arlington.ma.us
Cc: Douglas Rosner <dbrosner2@gmail.com>
Date: 08/02/2018 01:43 PM
Subject: Request for sign display



Dear Ms Krepelka,

I would like to ask the Board of Selectmen for permission to put up signs around town advertising openings in our crew program. Here is the image for our 18"x24" sign that we'd like to put up in a few public spaces around Arlington (they will have metal legs attached to stick into the ground). I have not identified exactly where and anticipate no more than 3 or 4 being put up in places such as in front of the high school, in downtown Arlington, on traffic islands beginning August 14. The signs will not obstruct public walkways or streets and will be removed at the end of 2 weeks. Please let me know if you require any more information. Thank you

Rosemary Burke

AB Crew co-president

From: Rosemary Burke <burknett@gmail.com>

To: mkrepelka@town.arlington.ma.us

Date: 08/08/2018 02:12 PM

Subject: ABCrew sign request

Hi Marie,

We would like to put up 18x24" signs at the following places 1) in flower planter at Park Av and Mass Av - there is one planter there that does not have a sponsor sign, 2) at AHS at the cross light, 3) in empty flower planter at Lake St & Mass Av , 4) beneath sign for Kickstand Cafe and Anton's, 5) at Mystic St & Mass Av on grass next to bike path entrance. Thank you I'll be there Monday night 7:15.

Rosemary Burke







KicksTand
Cafe

Anton's
CLEANERS







Town of Arlington, Massachusetts

For Approval: All Alcohol License Revision

Summary:

George Mullan, 193 Massachusetts Avenue, Town Tavern

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Town_Tavern_Reference.pdf	Reference



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☒ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

00023-RS-0030

ABCC License Number

Arlington

City/Town

05/29/2018

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

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

APPLICANT INFORMATION

Name of Licensee WCSTT, Corp

D/B/A Town Tavern

ADDRESS: 193-201 Massachusetts Avenue

CITY/TOWN: Arlington

STATE MA

ZIP CODE 02474

Manager George G. Mullan

Granted under Special Legislation? Yes ☐ No ☒

\$12 Restaurant

Annual

All Alcoholic Beverages

Type
(i.e. restaurant, package store)

Class
(Annual or Seasonal)

Category
(i.e. Wines and Malts / All Alcohol)

If Yes, Chapter
of the Acts of (year)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the
Local Licensing Authority: Approves this Application

Please indicate what days and hours
the licensee will sell alcohol:

Sun-Thurs 11:30am-10pm
Fri-Sat 11:30a.m. -
12midnight

If **Approving With Modifications**, please indicate below what changes the LLA is making:

Please indicate if the LLA is
downgrading the License
Category (approving only Wines
and Malts if applicant applied for All
Alcohol):

No

Changes to the Premises Description

Patio/Deck/Outdoor Area
Total Square Footage

Seating Capacity

Indoor Area

Total Square Footage

Number of Entrances

Number of Exits

Floor Number	Square Footage	Number of Rooms

Abutters Notified: Yes ☒ No ☐

Date of Abutter
Notification 6/9/18 AND 7/31/18

Date of
Advertisement 6/7/18 AND 8/2/18

Please add any
additional remarks or
conditions here:

The premises is a single floor masonry building with a basement and approximately 3423 square feet of space with 2 front entrances

☒ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

6/11/18 AND 8/13/18

Date APPROVED by LLA

LICENSE APPLICATION REPORT

Type of License: All Alcohol License

Name of Applicant: George Mullan d/b/a Town Tavern

Address: 193 Massachusetts Avenue

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

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

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

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

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

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



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact) WCSTT, Corp.

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, **not** an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☐ New ☒ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

If applying for a new license, are you applying for this license
pursuant to special legislation?

If transferring, by what method
is the license being transferred?

☐ Yes ☒ No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Arlington

On/Off-Premises

On-Premises

TYPE

§12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: John

Middle: D.

Last Name: Leone

Title: Attorney

Primary Phone: 781-648-2345

Email: John@LeoneLaw.com

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a **direct beneficial interest** in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an **indirect beneficial interest** if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the licensee's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a **Beneficial Interest Contact - Individual** form.

B. All entities listed below are required to complete a **Beneficial Interest Contact - Organization** form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a **CORI Release Form**.

Name	Title / Position	% Owned	Other Beneficial Interest
George G. Mullan	Stockholder	100	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	3,423.00	5
basement	3,423.00	1

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Address

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	WCSTT, Corp.	FEIN:	
DBA:	Town Tavern	Fax Number:	
Primary Phone:	617-719-3700	Email:	chefbootsy@verizon.net
Alternative Phone:		Legal Structure of Entity	Corporation

Business Address (Corporate Headquarters)

☒ Check here if your Business Address is the same as your Premises Address

Street Number:	193	Street Name:	Massachusetts Avenue
City/Town:	Arlington	State:	MA
Zip Code:	02474	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Premises Address

Street Number:	193	Street Name:	Massachusetts Avenue
City/Town:	Arlington	State:	MA
Zip Code:	02474	Country:	USA

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NONE				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☒ Yes ☐ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Officer | <input type="checkbox"/> Sole Proprietor |
| <input checked="" type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input checked="" type="checkbox"/> Director |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Landlord |
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Revenue Sharing |
| <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Other |

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
Aug. '99 - April '88	Culinary director	Beer Works	110 Canal Street Boston, MA.	(617) 896-2337

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NONE				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	30,000.00
C. Costs of Renovations/Construction	50,000.00
D. Purchase Price of Inventory	0.00
E. Initial Start-Up Costs	25,000.00
F. Other (Please specify)	0.00
G. Total Cost (Add lines A-F)	375,000.00

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
George G. Mullan	3,000.00
Total:	3,000.00

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Chris & Sheila Morse	350000	no	
Bernardo's Restaurant	25,000	yes	
Total:			375,000.00

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☒ No

Does the lease require a pledge of this license?

☐ Yes ☒ No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

APPLICANT'S STATEMENT

I, George G. Mullan the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of WCSTT, Corp., hereby submit this application for a Transfer of an Alcohol License
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 05/24/2018

Title: President

Abutters List

Date: July 24, 2018

Subject Property Address: 193-201 MASS AVE Arlington, MA

Subject Property ID: 28-4-11.A

Search Distance: Direct Abutters

Schools, Churches & Hospital within 500 Feet

Prop ID: 28-3-18

Prop Location: 34 WINTER ST Arlington, MA

Owner: SCHOOLS FOR CHILDREN INC

Co-Owner:

Mailing Address:

8 WINCHESTER PL SUITE 202

WINCHESTER, MA 01890

Prop ID: 28-4-10

Prop Location: 5-7 WINTER ST Arlington, MA

Owner: LEONE LORNA L & MARIE-ETAL

Co-Owner: DAVID A TRS

Mailing Address:

53 IRVING STREET

ARLINGTON, MA 02476

Prop ID: 28-4-11.A

Prop Location: 193-201 MASS AVE Arlington, MA

Owner: EPSTEIN SARA B TRUSTEE

Co-Owner: EPSTEIN FAMILY TRUST

Mailing Address:

266 BISHOPS FOREST DR

WALTHAM, MA 02452

Prop ID: 28-4-12

Prop Location: 185-191 MASS AVE Arlington, MA

Owner: POULOS NICHOLAS

Co-Owner:

Mailing Address:

PO BOX 287

BERLIN, MA 01503

I hereby certify that this list has been prepared in accordance with Massachusetts General Law.

Kevin S. Feeley
Robert E. Greeley
[Signature]

Board of Assessors

LEONE & LEONE

ATTORNEYS AT LAW
637 MASSACHUSETTS AVENUE
ARLINGTON, MA 02476

DAVID A. LEONE
JOHN D. LEONE*
SUZANNE M. LEONE
*ALSO A MEMBER OF NY BAR

TEL. (781) 648-2345
FAX. (781) 648-2544
www.Leonelaw.com

July 31, 2018

Schools For Children Inc
8 Winchester Place
Suite 202
Winchester, Ma 01890

Epstein Sara B Trustee
Epstein Family Trust
266 Bishops Forest Dr
Waltham, Ma 02452

Lorna L. Leone, Trustee
AML Realty Trust
53 Irving Street
Arlington, Ma 02476

Nicholas Poulos
PO Box 287
Berlin, Ma 01503

RE: Town Tavern
193 Massachusetts Avenue
Arlington MA.

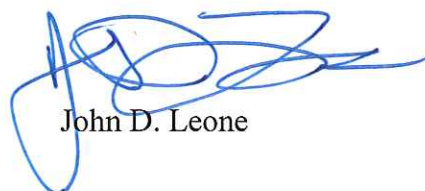
Dear Madam/Sir:

Enclosed please find a Notice for the Public Hearing relative to Town Tavern, George G, Mullan, Manager/President located at 193 Massachusetts Avenue, Arlington, MA 02474, for a license to serve All Alcohol Beverages in accordance with the regulations of the Arlington Board of Selectmen. This was initially advertised as a new All Alcohol Beverages License and should have stated that it was a Transfer of an All Alcohol Beverages License.

This hearing will take place on Monday, August 13, 2018 at 7:15p.m. in the Selectmen's Chambers, Second Floor, Town Hall, 730 Massachusetts Avenue, Arlington MA.

If you have any questions, please feel free to contact undersigned.

VERY TRULY YOURS
LEONE & LEONE



John D. Leone

License Notification- Transfer of License

**LEGAL NOTICE
PUBLIC NOTICE**

In accordance with Chapter 138 of the Massachusetts General Laws and the regulations of the Arlington Board of Selectmen there will be a public hearing on the petition of Bernardos Restaurant LLC, d/b/a Ristorante Olivio, Angelo DiGirolamo, located at 190-192 Massachusetts Ave., Arlington, MA 02474 to WCSTT, Corp., d/b/a Town Tavern, George G. Mullan for a transfer of license change to serve **All Alcohol Beverages** in accordance with the regulations of the Arlington Board of Selectmen. This hearing will take place on Monday, August 13, 2018 at 7:15 p.m. in the Selectmen's Chambers, Second Floor, Town Hall, 730 Massachusetts Avenue, Arlington, MA.

Arlington Board of Selectmen

Daniel J. Dunn

Diane M. Mahon

Kevin F. Greeley

Joseph A. Curro, Jr.

John V. Hurd

8/2/18 Arlington Advocate edition

7011 3500 0001 2537 0386

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Sent To Sara B. Epstein, Jr.
 Street, Apt. No.,
 or PO Box No. 266 Bishops Forest Dr.
 City, State, ZIP+4 Waltham, MA 02452

PS Form 3800, August 2006

See Reverse for Instructions

7011 3500 0001 2537 0362

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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Nicholas Pavlos
 Street, Apt. No.,
 or PO Box No. PO Box 287
 City, State, ZIP+4 Berlin, MA 01503

PS Form 3800, August 2006

See Reverse for Instructions

7011 3500 0001 2537 0393

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Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Lorna L. Leone, Trustee
 Street, Apt. No.,
 or PO Box No. 53 Irving Street
 City, State, ZIP+4 Arlington, MA 02476

PS Form 3800, August 2006

See Reverse for Instructions

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Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Schools for Children, Inc.
 Street, Apt. No.,
 or PO Box No. 8 Winchester Place Suite 202
 City, State, ZIP+4 Winchester, MA 01890

PS Form 3800, August 2006

See Reverse for Instructions



Town of Arlington, Massachusetts

For Approval: Common Victualler License

Summary:

Luigi's Italian Kitchen, 242 Massachusetts Avenue, Kevin and Lisa Cronin

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Inspection_Reports_-_Luigis.pdf	Inspection Reports
▢	Reference Material	Common_Victualler_Application_-_Luigis.pdf	Common Victualler Application

LICENSE APPLICATION REPORT

Type of License: Common Victualler License

Name of Applicant: Kevin and Lisa Cronin d/b/a Luigi's Italian Kitchen

Address: 242 Massachusetts Avenue

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

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

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

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

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

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

ARLINGTON POLICE DEPARTMENT

Frederick Ryan
Chief of Police



POLICE HEADQUARTERS
112 Mystic Street
Telephone 781-316-3900

Town of Arlington
MASSACHUSETTS 02474

July 3, 2018

On Tuesday, July 3, 2018 at 10:00 AM, I called and spoke with Kevin Cronin regarding this application for a Common Victualler License for the Luigi's Italian Kitchen, located at 242 Mass Ave. Mr. Cronin stated that he is the building owner and will now be the business owner as well. Mr. Cronin stated that he will be working there running the day to day business operations while Jose Benitez will be Managing the food and employees. Mr. Cronin stated that he will not be serving alcohol at this time.

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

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

Respectfully Submitted,

Detective Edward DeFrancisco

APPLICANT'S SECTION:

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

Applicant's Signature: _____

Date: 7/31/18 _____

"Proactive and Proud"



Arlington Fire Department Town of Arlington

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

Kevin M Kelley
Deputy Fire Chief

Checklist for food sales ownership conversion.

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

APPLICANT'S SECTION:

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

Applicant's Signature: _____

Date: 7/31/18



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

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

MEMO

To: Board of Selectmen
From: Kylee Sullivan, Health Compliance Officer
Date: July 11, 2018
RE: Board of Health Comments for Selectmen's Meeting on July 16, 2018

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

**Luigi's Italian Kitchen (242 Massachusetts Avenue)
Common Victualler License**

- This Establishment has submitted a plan review application to the Health Department. The Health Department is currently in the process of reviewing the plans and will issue a conditional approval letter. A permit will not be issued until plans are approved and a final pre-operational inspection has been conducted to ensure the Establishment is in compliance with the Food Code.

APPLICANT SECTION:

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

Applicant's Signature: _____

Date: 7/31/18

**BOARD OF SELECTMEN
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, June 19, 2018
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 242 Massachusetts Avenue
Applicant's Name: Kevin and Lisa Cronin
D/B/A: Luigi's Italian Kitchen, LLC
Telephone: 508-541-3142
Department: Sent Via E-mail Date: 6/27/2018

MEETING DATE: August 13, 2018

Inspected By:

RE: COMMON VICTUALLER

Police
Fire
Board of Health
Building
Planning

INSPECTION REPORT SECTION:

Building

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

Plumbing

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

Electrical

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

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

Applicant's Signature: _____

Date: _____


7/31/18

**BOARD OF SELECTMEN
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by July 11, 2018
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 242 Massachusetts Avenue
Applicant's Name: Kevin and Lisa Cronin
D/B/A: Luigi's Italian Kitchen LLC
Telephone: 508-541-3142
Department: Sent Via E-mail

Date: 6/27/2018

Meeting Date: July 16, 2018

Re: COMMON VICTUALLER LICENSE

Police

Fire

Board of Health

Building

Planning: Ali Carter, Economic Development Coordinator

The proposed business is at the former location of Sabatino's Pizza. The proposed use is 14-seat restaurant, which is less than the previous business in this location. Located in an R6 Apartments Medium Density Zoning District, this restaurant is an appropriate use for this location as it has been in continuous use as such since at least 1999.

The Department has no objection to the issuance of a Common Victualler license to this business.

Any changes in signage, including signs in the window, and changes to the façade of the building may be subject to review by this Department. The Applicant is reminded that all signs, including re-lettering of the existing signs require a permit issued by the Building Department. Other provisions of the Zoning Bylaw may apply as determined by the Building Inspector.

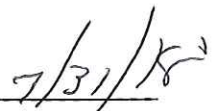
APPLICANT SIGNATURE SECTION:

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

Applicant's Signature: _____



Date: _____



RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MASSACHUSETTS

2018 JUN 21 PM 1:52

OFFICE OF THE BOARD OF SELECTMEN

730 Massachusetts Avenue
Town of Arlington
Massachusetts 02476-4908

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

\$60.00 Filing Fee

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

APPLICATION

To the Licensing Authorities of the Town of Arlington

The Undersigned hereby makes application for a

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

Location 242 Mass Ave Arlington, MA 02474

Name of Applicant Kevin + Lisa Cronin

Corporate Name (if applicable) Luigi's Italian Kitchen LLC

D/B/A Luigi's Italian Kitchen

Date 06/16/18

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

(A) it is understood that the Board is not required to grant the license.

(B) no work is to commence at the premises of the proposed location which is the subject matter of this application until the license is approved by the Board of Selectmen, and, furthermore, any work done is done at the applicant's risk, and

(C) in the event of a proposed sale of a business requiring a Common Victualler License, an application for a transfer of said license will be deemed to be an application for a new license (subject to the rules and regulations herein contained), and the owner of such business shall be required to file with the Board of Selectmen a thirty day notice of his intention to sell same before such application will be acted upon by the Selectmen.

(D) that the license is subject to revocation if the holder of the license does not comply with Town By-Laws or the Rules and Regulations of the Board.

Signature Name Kevin Cronin

Signature Name Lisa Cronin

Phone (Home) 508-541-3142 (Business) _____

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

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

Name Kevin Cronin

Name Lisa Cronin

Address

Address

City Franklin, MA Zip 02038

City Franklin, MA Zip 02038

DESCRIPTION OF APPLICANT

DESCRIPTION OF APPLICANT

Born in the U.S., Yes ☒ No

Born in the U.S., Yes ☒ No

Born Where Medford, MA

Born Where Arlington, MA

Date of Naturalization

Date of Naturalization

Male or Female

Male or Female

Date of birth

Date of birth

P:



The Establishment shall operate as:

☒ Sole Ownership ☒ Partnership / Total Number of Partners / 3

Corporation Based in Mass.

(Once approved, please go to Clerk's Office for Business Certificate)

Corporate Information Required:

President Kevin Cronin

Franklin, MA

Secretary Lisa Cronin

Franklin, MA

Treasurer Lisa Cronin

Franklin, MA 02038

Name

Address

Zip

name

Jose Benitez

Address

city

chelsea ma 02150

Description.

Born in US.

✓ NO

Born where.

El Salvador

Date of Naturalization

male or female

male.

Date of birth

INFORMATION RELATIVE TO APPLICATION

Breakfast

Yes ___ No ☒

Lunch

Yes ☒ No ___

Dinner

Yes ☒ No ___

Do you own the property? Yes ___ No ☒ Tenant At Will ___ Lease 5 (years)

Hours of Operation:

Day Sun - Sat Hours 10^{am} - 10pm

Day ___ Hours ___

Day ___ Hours ___

Floor Space 1260 Sq. Ft. Seating Capacity (if any) 14

Parking Capacity (if any) ☒ spaces Number of Employees 6

List Cooking Facilities (and implements)

Will a food scale be in use for sale of items to the public? Yes ___ No ☒

Will catering services be provided by you? Yes ___ No ☒

Eight copies of the following items must be submitted with the application:

1. Layout Plan of Facility & Fixtures Date Received _____
2. Site Plan (obtained at Bldg. Dept., 51 Grove St.) Date Received _____
3. Outside Facade and Sign Plan (dimensions, color) Date Received _____
4. Menu Date Received _____
5. Maintenance Program Date Received _____

If the facilities are not yet completed, provide estimated cost of work to be done \$ 10,000.00

FOR OFFICE USE ONLY

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

Date _____ Time _____

Board Action: Approved Yes ___ No ___

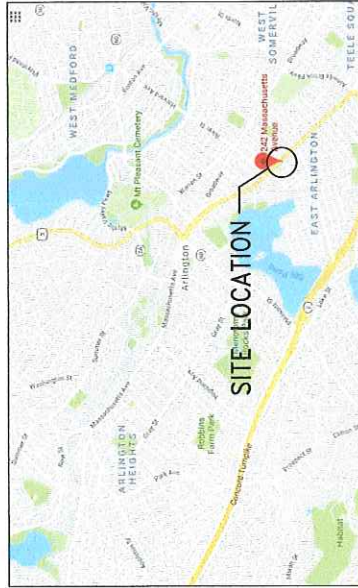
BUILDING MODIFICATIONS

LUIGI'S ITALIAN KITCHEN

242 MASSACHUSETTS AVE ARLINGTON, MA 02474

THE FOLLOWING PLANS WERE PREPARED IN ACCORDANCE
WITH THE FOLLOWING APPLICABLE CODES:

- 2013 INTERNATIONAL BUILDING CODE WITH MASSACHUSETTS AMENDMENTS - 9TH EDITION
- 248 CMR: BOARD OF STATE EXAMINERS OF PLUMBERS AND GAS FITTERS
- 2010 INTERNATIONAL BUILDING CODE WITH MASSACHUSETTS AMENDMENTS - 9TH EDITION
- 248 CMR: BOARD OF STATE EXAMINERS OF PLUMBERS AND GAS FITTERS
- 2015 INTERNATIONAL BUILDING CODE WITH MASSACHUSETTS AMENDMENTS - 9TH EDITION
- 248 CMR: BOARD OF STATE EXAMINERS OF PLUMBERS AND GAS FITTERS
- 2015 INTERNATIONAL BUILDING CODE WITH MASSACHUSETTS AMENDMENTS - 9TH EDITION
- 248 CMR: BOARD OF STATE EXAMINERS OF PLUMBERS AND GAS FITTERS
- 521 CMR: THE RULES AND REGULATIONS OF THE ARCHITECTURAL ACCESS BOARD



LOCUS MAP
SCALE: NTS

IFBC CODE INFORMATION

Section 604 ALTERATION—LEVEL 1

404.1 Scope

Level 2 alterations include the reconfiguration of spaces, the addition or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional equipment.

707.6 Voluntary 1st-Force-Resisting System Alterations

Alterations of existing structural elements and additions of new structural elements that are initiated for the purpose of increasing the lateral force-resisting strength or stiffness of an existing structure and that are not required by other sections of this code shall not be required to be designed for forces conforming to the International Building Code, provided that an engineering analysis is submitted to show that:

- The capacity of existing structural elements required to resist forces is not reduced.
- The lateral loading to existing structural elements is not increased either by load their capacity or more than 10 percent.
- New structural elements are detailed and connected to the existing structural elements as required by the International Building Code.
- New or relocated nonstructural elements are detailed and connected to existing or new structural elements as required by the International Building Code, and
- A dangerous condition as defined in this code is not created. Voluntary alterations to lateral-force-resisting systems conducted in accordance with Appendix A and the referenced standards of this code shall be permitted.

Section 709 Mechanical

709.2 Altered Existing Systems

In mechanically ventilated spaces, existing mechanical ventilation systems that are altered, reconfigured, or extended shall provide not less than 5 cubic feet per minute (cfm) (0.024 m³/s) per person of outdoor air and not less than 15 cfm (0.0071 m³/s) of ventilation air per person, or not less than the amount of ventilation air determined by the Indoor Air Quality Procedure of ASHRAE 62.

Section 711 Energy Conservation

711.1 Minimum Requirements

Level 2 alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the International Energy Conservation Code or International Residential Code. The alterations shall conform to the energy requirements of the International Energy Conservation Code or International Residential Code as they relate to new construction only.

CONSTRUCTION SCOPE OF WORK:

- NEW INTERIOR FINISHES, NEW RESTAURANT EQUIPMENT, COORDINATED WITH CONSULTANT PLAN AND MEP SUB CONTRACTOR
- LIGHTING, HVAC AND PLUMBING MODIFICATIONS AS SHOWN ON PLAN

GENERAL NOTES:

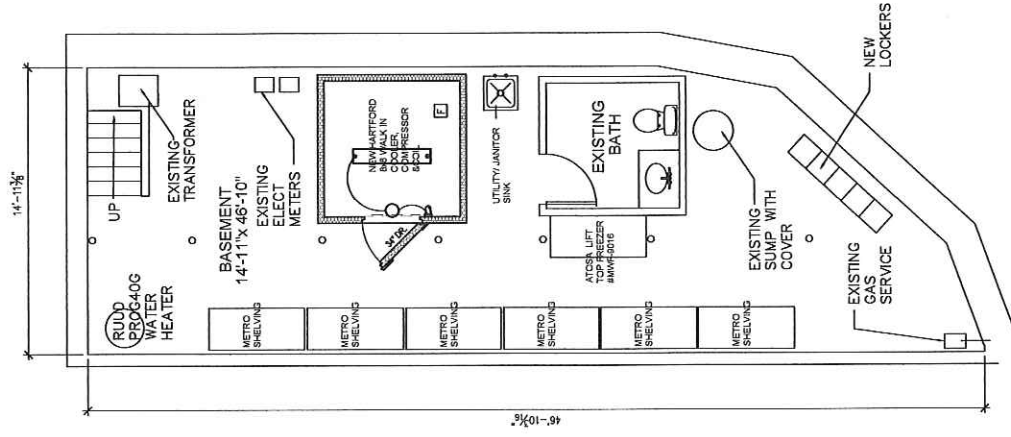
- ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE 2015 INTERNATIONAL BUILDING CODE WITH MASSACHUSETTS AMENDMENTS - 9TH EDITION
- CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY AND COORDINATE ALL DIMENSIONS WITH ARCHITECTURAL, ELECTRICAL, MECHANICAL, AND ANY OTHER SUBCONTRACTORS.
- WORK NOT INDICATED ON A PART OF THE DRAWING, BUT REASONABLY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES SHALL BE REPEATED.
- CONTRACTOR SHALL MAKE NO DEVIATIONS FROM THE DESIGN DRAWINGS WITHOUT WRITTEN CONSENT FROM THE ARCHITECT.

BUILDING OCCUPANCY: Per 303.3 ASSEMBLY GROUP A-2, RESTAURANT, ACTUAL PLANNED OCCUPANCY IS MAXIMUM PREVIOUS USE WAS ALSO ASSEMBLY GROUP A-2 OCCUPANCY: NO CHANGE OF USE) BUILDING CONSTRUCTION TYPE IS III NON COMBUSTIBLE EXTERIOR WALL INTERIOR WOOD WALLS



ARCHITECT: MARK SCHRYVER
40 HILL TOP ROAD
LANCASTER, MA 01523
TEL: 978-844-4708
EMAIL: mschryver@yahoo.com

PERMIT SET 05.25.18 A-0



Scale: $\frac{1}{4}"=1'-0"$

Scale: $\frac{1}{4}$ "=1'-0"

SYMBOLS LEGEND

<input checked="" type="checkbox"/>	EXISTING HVAC RETURN
<input type="checkbox"/>	EXISTING BATHROOM FAN VENT
<input checked="" type="checkbox"/>	EXISTING HVAC SUPPLY
EXISTING SUSPENDED OR LAY IN LIGHT TO	

WALL/ CONSTRUCTION TO BE REMOVED OR RELOCATED
EXISTING WALL/ CONSTRUCTION TO REMAIN
NEW WALL/ NEW CONSTRUCTION
EXISTING UT EMERGENCY EXIT SIGN WITH BATTERY BACKUP

Scale: $\frac{1}{4}'' =$



15 inch.

HOT SUBS

Chicken Parmigiana	6.99	Italian: Salami, Pepperoni, Provolone, Mortadella, Sweet Capicola	6.99
Meatball Parmigiana	6.99		
Egg Plant Parmigiana	6.99	North Ender: Pepperoni, Mortadella, Provolone, Sweet Capicola, Prosciutto Soppressata	6.99
Veal Parmigiana	6.99		
Sausage Parmigiana	6.99	Romano: Prosciutto, Fresh Mozzarella, Tomato Basil, Shredded Parmesan Seasoning	6.99
Steak Bomb	6.99	American: Baked Ham, Smoked Turkey, American Cheese	6.99
Steak Cheese	6.99		
Steak Tip Pepper	6.99	Chicken Salad: All White Chicken Salad	6.99
Sausage Pepper & Onion	6.99	White Tuna: White Tuna Salad	6.99
Cheeseburger	6.99	Ham & Cheese: Baked Ham & Cheese	6.99
Pastrami	6.99	BLT: Bacon, Lettuce, Tomato	6.99
Chicken Buffalo	6.99	Cold Veggi: Vegetarian	6.99
Chicken Grilled	6.99	Chicken Cordon Bleu	6.99
Chicken Stir Fry	6.99	Turkey	6.99
Chicken Pesto	6.99		



pepsi

LUNCH SPECIAL

Chicken Parmigiana
w/ 20oz Pepsi
(Design Example)

Before placing your order, please inform your server if a person in your party has a food allergy

Menu pricing + tax

CALZONES

SM | LG

Chicken Parmigiana	10.99	15.99
Egg Plant Parmigiana	10.99	15.99
Veal Parmigiana	10.99	15.99
Meatball Parmigiana	10.99	15.99
Ham & Cheese	10.99	15.99
Sausage, Pepper, Onion	10.99	15.99
Buffalo Chicken	10.99	15.99
Steak & Cheese	10.99	15.99
Italian Cold Cut	10.99	15.99
Steak Tips	10.99	15.99
Meat Lovers	10.99	15.99
Veggie	10.99	15.99

DINNER PLATES

Chicken Wing	8.99
Buffalo Wing	9.49
Buffalo Chicken Fingers	9.49
Chicken Fingers	8.99
Cheeseburger	7.99
Grilled Chicken	11.99
Steak Tip	10.49
Fish & Chips	10.49

SIDE ORDER

French Fries	3.45	Sausage 4pc	4.25
French Fries w/ Cheese	3.99	Rice	2.99
Mozzarella Sticks (10)	7.95	Steak Tips	2.99
Onion Rings	4.49	Garlic Bread	3.99
Chicken Parmigiana	6.99	Potato Skins	7.99
Eggplant Parmigiana	3.99	Meatballs (3)	7.99
Veal Parmigiana	6.99		
Jalepeno Poppers	8.01		
Chicken Wings	7.95		
Buffalo Chicken Wings	6.49		
Chicken Finger	6.99		
Buffalo Chicken Finger	6.99		
Grilled Chicken	7.49		



pepsi

TRADITIONAL PIZZA

Homemade Tomato Sauce,
Mozzarella Cheese, Any toppings

RED SAUCE

Luigi's

Al Pacino: Prosciutto & Diced Tomatoes

Hawaiian: Ham & Pineapple

Garden: Mushrooms, Onions & Peppers

Meat Lovers: Salami, Pepperoni,
Mortadella, Ham, Meatballs & Sausage

Vegetarian: Onions, Peppers, Mushrooms,
Tomatoes, Olives & Broccoli

Chicken Fajita: Grilled Chicken, Onions
& Peppers

Caliente: Sausage, Mushroom, & Hot
Cherry Peppers

Deluxe: All Meat & Veggies

Mediterranean

Steak & Cheese

Mexican

WHITE PIZZA

Bianco: Diced Tomatoes, Fresh Garlic &
Feta Cheese

Micheala: Spinach Prosciutto, Ricotta
Cheese & Cream Sauce

Chicken Broccoli Alfredo: Chicken,
Broccoli & Cream Sauce

Capital: Artichoke Hearts, Diced
Tomatoes & Pesto Sauce

Four Cheese: Ricotta, Romano,
Provolone & Mozzarella Cheese

Buffalo Chicken: Ricotta, Romano,
Provolone & Mozzarella Cheese

BBQ Chicken

Margarita: Fresh Mozzarella, Diced
Tomatoes, Basil

Primavera: Chicken, Caramelized
Onions & Cream Cheese

Florentine: Diced Tomatoes, Garlic,
Sautéed Shrimp in White Wine

Salami: Salami & Cream Cheese

BBQ Chicken & Bacon

12" | 16"

7.99 7.99

12" | 16"

10.99 15.99

10.99 15.99

10.99 15.99

10.99 15.99

10.99 15.99

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12" | 16"

10.99 15.99

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10.99 15.99

10.99 15.99

10.99 15.99



pepsi

SALADS

Garden or Caesar					
Greek					
Antipasto: Mortadella, Salami, Pepperoni, Provolone Cheese					
Caprese: Romaine Lettuce, Fresh Mozzarella, Sliced Tomatoes, Pesto Sauce					
Chef: Turkey, Baked Ham, American Cheese					
Tuna: White Tuna					

WRAPS

Turkey	6.99	Mexican	6.99		
Chicken Salad	6.99	Chicken Caesar	6.99		
Tuna	6.99	Spinach Chicken	6.99		
Greek	6.99	Fish	6.99		
Buffalo	6.99	Hot Veggie	6.99		
Breaded Chicken	6.99				

DRESSING 50¢

Ranch, Creamy Italian, Italian, Light Italians, Balsamic Vinaigrette, Oil & Vinegar, Blue Cheese, Greek, French



pepsi

Luigi's Italian Kitchen Maintenance Plan.

Nightly

- remove All trash to dumpster
- clean all floors
- clean mats
- clean bathroom

Weekly

- Dumpster emptied.
- check grease trap
- Police Area around Dumpsters.

Casella.

monthly

- Pest control FW Pest. control
- clean grease trap Patriot Services
-

6 months

Hood cleaning.

Boston Hood Cleaning



Town of Arlington, Massachusetts

For Approval: Public Entertainment and Alteration of Premise Licenses

Summary:

Commune Kitchen, 203 Broadway, Richard Niedzwiecki

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Inspection_Reports_- _Commune_Kitchen.pdf	Inspection Reports
▢	Reference Material	Public_Entertainment_App_- _Commune_Kitchen.pdf	Public Entertainment Application
▢	Reference Material	Alteration_of_Premise_App_- _Commune_Kitchen.pdf	Alteration of Premise Application

LICENSE APPLICATION REPORT

Type of License: Alteration of Premise License and Public Entertainment

Name of Applicant: Richard Niedzwiecki d/b/a Commune Kitchen

Address: 203 Broadway

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

- Police x
- Fire
- Health
- Building
- Planning

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

- Police
- Fire x
- Health x
- Building x
- Planning x

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

- Police
- Fire
- Health
- Building
- Planning

From: "Ed DeFrancisco" <EDeFrancisco@town.arlington.ma.us>
To: "Ashley Maher" <AMaher@town.arlington.ma.us>
Date: 07/23/2018 10:13 AM
Subject: Re: Commune Kitchen - Alteration of Premise

Hi Ashley, I don't need to do anything with this unless it is a change of ownership.

Thanks
Ted

Inspector DeFrancisco
Criminal Investigations Bureau
Arlington PD
781-316-3948

APPLICANT'S SECTION:

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

Applicant's Signature: _____

Date: 8-7-18



Arlington Fire Department Town of Arlington

Administrative Office

411 Massachusetts Ave, Arlington, MA 02474

Phone: (781) 316-3803 Fax: (781) 316-3808

Email: jkelly@town.arlington.ma.us

Kevin M Kelley
Deputy Fire Chief

Checklist for food sales ownership conversion.

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

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

Applicant's Signature: _____

Date: 8-7-18



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

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

MEMO

To: Board of Selectmen
From: Kylee Sullivan, Health Compliance Officer
Date: July 30, 2018
RE: Board of Health Comments for Selectmen's Meeting on August 13, 2018

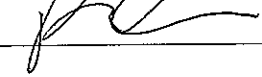
Please accept the following as comments from the Office of the Board of Health:

**Commune Kitchen (203 Broadway Street)
Sidewalk Café Permit**

- The Establishment must prohibit smoking in the outdoor seating area by conspicuously posting a notice or sign which states "No Smoking" or by using a sign with the international "No Smoking" symbol in the outdoor area.
- The owner or designated Person in Charge is responsible for maintaining the outdoor seating area Smoke Free.
- Any Person in Charge of a public place or workplace who fails to comply with the regulations is subject to a fine of two hundred dollars (\$200.00) for each day of the violation.
- The Establishment is responsible for maintaining the outdoor seating in a clean and sanitary manner, free from garbage and trash or other refuse that would constitute a public health nuisance. The Establishment must clean and remove improperly discarded food waste and related garbage from the outdoor seating area on a nightly basis.
- The Establishment must empty trash receptacles used for the outdoor seating area on a nightly basis.

APPLICANT'S SECTION:

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

Applicant's Signature: 
Date: 8-7-13

**BOARD OF SELECTMEN
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, June 19, 2018

ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 203 Broadway
Applicant's Name: Richard Niedzwiecki
D/B/A: Commune Kitchen
Telephone: 617-415-3197
Department: Sent Via E-mail

Date: 6/4/2018

MEETING DATE: August 13, 2018

Inspected By:

RE: ALTERATION OF PREMISE & PUBLIC ENTERTAINMENT

Police
Fire
Board of Health
Building
Planning

INSPECTION REPORT SECTION:

Building

All building changes need permits.

All sign changes need approval and sign permit.

Window signs cannot exceed 25% of window or fine lines will be levied.

Certificate of Occupancy is needed - \$100 fee.

The Director of Inspectional Services has no objection to the issuance of this license as the applicant has been made aware of seating capacity and necessity for showing proof of ownership of sidewalk.

Plumbing

The Inspector of Plumbing and Gassfitting has no objection to the issuance of this license.

All Plumbing and Gasfitting work requires that the permits be obtained from this office for their respective trades by a licensed contractors.

Electrical

The Inspector of Wires has no objection to the issuance of this license

The applicant acknowledges that this is a conditional approval of the premises only and is not to be constructed as approval of the Inspector of Wires of concealed electrical wiring. Any new wiring must conform to the Mass. Electrical Code. Notify the Inspector of Wires in accordance with Chapter 143, Section 3L.

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

Applicant's Signature: _____

Date: 8-7-18

**BOARD OF SELECTMEN
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, **8/8/18**
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 203 Broadway
Applicant's Name: Richard Niedzwiecki
D/B/A: Commune Kitchen
Telephone: 617-415-3197
Department: Sent Interoffice Mail & E-mail Date: 8/2/18

MEETING DATE: 4/9/18

Inspected By:

RE: ALTERATION OF PREMISES AND PUBLIC ENTERTAINMENT

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

INSPECTION REPORT SECTION:

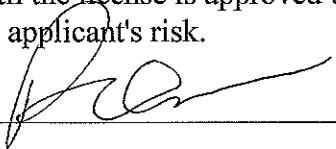
The application is for an alteration of the premises to allow alcohol service on a licensed sidewalk café at Commune Kitchen. The applicant also seeks a public entertainment license for trivia and karaoke within the premises. The business is located in a B2 Neighborhood Business zoning district, and these activities are both appropriate for this location.

The Department has no objection to the alteration of premises for this business.

Any changes in signage, including signs in the window, and changes to the façade of the building may be subject to review by this Department. The Applicant is reminded that all signs, including re-lettering of the existing signs require a permit issued by the Building Department. Other provisions of the Zoning Bylaw may apply as determined by the Building Inspector.

APPLICANT SIGNATURE SECTION:

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

Applicant's Signature: _____

Date: 8-7-18_____

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

The License applied for, if Granted, cannot be Sold, Transferred or
Surrendered without the authority of the Board of Selectmen.

PUBLIC ENTERTAINMENT APPLICATION

Fee: \$100.00

7/17/2018
(Date)

To the Board of Selectmen:

The undersigned hereby make application for a
PUBLIC ENTERTAINMENT

Name: RICHARD NIEDZWIECKI

Company: JK FOODS LLC d/b/a COMMUNE KITCHEN

Address: 203A & B BROADWAY, ARLINGTON MA 02474

SIGNATURE

RESIDENCE
(Street and Number)

RICHARD NIEDZWIECKI
PRINT NAME

126 NEWBRIDGE RD

[Signature]
SIGNATURE

SUDBURY MA 01776

TELEPHONE NUMBER

Email

State country of
birth

CANADA

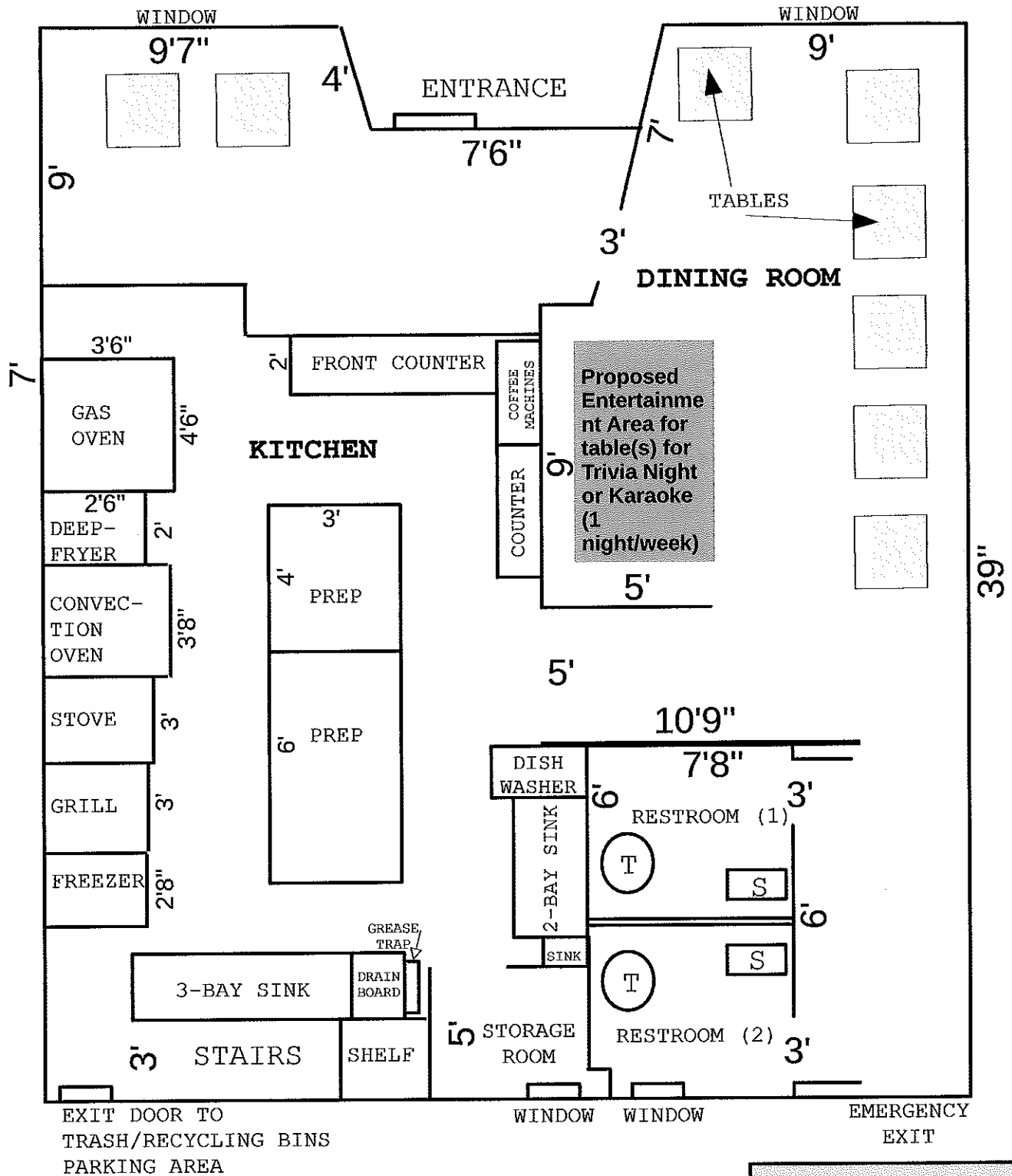
Location of
License

203 A & B BROADWAY, ARLINGTON MA 02474

PLEASE ATTACH A LAYOUT OF WHERE THE ENTERTAINMENT WILL BE LOCATED ON THE PREMISE

STREET

SIDEWALK



COMMUNE KITCHEN
203a&b BROADWAY
ARLINGTON, MA 02474



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

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

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

(PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR
INDIVIDUAL)

EPAY CONFIRMATION NUMBER

197005

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

003000030

LICENSEE NAME

JR FOODS LLC d/b/a COMMUNE KITCHEN

ADDRESS

136 NEWBRIDGE RD.

CITY/TOWN

SUDBURY

STATE

MA

ZIP CODE

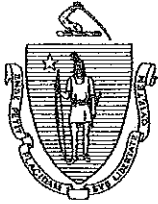
01776

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text"/> | | |

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)	JR Foods LLC d/b/a Commune Kitchen
ABCC License Number	003000030
City/Town of Licensee	Arlington

2. APPLICATION CONTACT			
The application contact is required and is the person who will be contacted with any questions regarding this application.			
First Name:	Richard	Middle:	Charles
Last Name:	Niedzwiecki		
Title:	Owner	Primary Phone:	
Email:	richard@commune-kitchen.com		

3. BUSINESS CONTACT			
Please complete this section <u>ONLY</u> if there are changes to the licensee phone number, business address (corporate headquarters), or mailing address.			
Entity Name:			
Primary Phone:		Fax Number:	
Alternative Phone:		Email:	

Business Address (Corporate Headquarters)			
Street Number:	136	Street Name:	Newbridge Rd
City/Town:	Sudbury	State:	Massachusetts
Zip Code:	01776	Country:	USA

Mailing Address		<input checked="" type="checkbox"/> Check here if your Mailing Address is the same as your Business Address	
Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:
City/Town: State: Zip Code:
Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	1000	2

Patio/Deck/Outdoor Area Total Square Footage
Indoor Area Total Square Footage
Number of Entrances
Number of Exits
Proposed Seating Capacity
Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises Landlord Name
Lease Beginning Term Landlord Phone
Lease Ending Term Landlord Address
Rent per Month
Rent per Year

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	
B. Purchase Price for any Business Assets	
C. Costs of Renovations/Construction	
D. Purchase Price of Inventory	
E. Initial Start-Up Costs	
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	0

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above)

You are required to provide all documents relating to financing and/or loans you receive for this transaction

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Total:	0

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Total:			0

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

APPLICANT'S STATEMENT

I, RICHARD NIEDZWIECKI the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member
Authorized Signatory

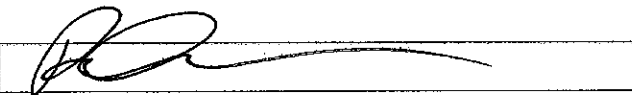
of JR FOODS LLC d/b/a COMMUNE KITCHEN, hereby submit this application for Amendment of Wine & Malt Beverage License
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:



Date: 07/17/2018

Title:

LLC Owner/Member

This Lease, dated the 7th day of January 2016 19

Between

Chios Realty Trust

195 Broadway, Arlington, MA 02474

hereinafter referred to as the Landlord, and

JR Foods, LLC & Richard Niedzwiecki & Justin Demers

136 Newbridge Road, Sudbury, MA 01776

Tel. 617-415-3197

hereinafter referred to as the Tenant,

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, situated in the

County of Middlesex

and State of MA

Arlington

Being the second and third unit of a seven unit building and located adjacent to Fenway Market and Arlington Hair Salon at 203A & 203B Broadway, Arlington, MA 02474

The term of this demise shall be for

beginning February 1, 2016

19

and ending June 30, 2020

19

The rent for the demised term shall be

(\$ 2,205.00

), which shall accrue at the yearly rate of

\$11,025.00 February 1, 2016 THRU June 30, 2016

The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof, in instalments as follows:

YEAR 1 - \$2,300.00/month (July 1, 2016 THRU June 30, 2017)

YEAR 2 - \$2,375.00/month (July 1, 2017 THRU June 30, 2018)

YEAR 3 - \$2,450.00/month (July 1, 2018 THRU June 30, 2019)

YEAR 4 - \$2,525.00/month (JULY 1, 2019 THRU June 30, 2020)

at the office of

or as may be otherwise directed by the Landlord in writing.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

First.—The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Second.—The Tenant covenants and agrees to use the demised premises as a

Bakery

and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Third.—The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of the non-payment of said rent, or any instalment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the Landlord, at its option, may require the Tenant to pay such deficiency month by month, or may hold the Tenant in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord is hereby granted a non-exclusive right to use the premises for the purpose of the reletting.

at the office of
or as may be otherwise directed by the Landlord in writing.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

First.—The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Second.—The Tenant covenants and agrees to use the demised premises as a

Bakery

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Fourth.—The Tenant shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon.

Fifth.—The Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises. The Tenant shall keep the demised premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to said premises without the

Peaceful Possession

Purpose

Default in Payment of Rent

Abandonment of Premises

Re-entry and reletting by Landlord

Tenant Liable or Deficiency

Lien of Landlord to secure

Performance Attorney's Fees

Sub-letting and assignment

Condition of premises, repairs

Alterations and
Improvements

prior written consent of the Landlord. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the Tenant further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice.

Sanitation,
Inflammable
Materials

Sidewalks

Mechanics'
Liens

Sixth.—In the event that any mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty days' notice to the Tenant, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder.

Glass

Seventh.—The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises. Plate glass and mirrors, if any, shall be insured by the Tenant at their full insurable value in a company satisfactory to the Landlord. Said policy shall be of the full premium type, and shall be deposited with the Landlord or its agent.

Liability of
Landlord

Eighth.—The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

Services and
Utilities

Ninth.—Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Landlord ; gas by the Tenant ; electricity by the Tenant ; heat by the Tenant ; refrigeration by the Tenant ; hot water by the Tenant .

The Tenant is responsible for maintaining, repairing, or replacing the heating or air conditioning units if needed

The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Right to Inspect
and Exhibit

Tenth.—The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual "To Let" signs thereon.

Damage by Fire,
Explosion,
The Elements or
Otherwise

Eleventh.—In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Observation
of Laws,
Ordinances,
Rules and
Regulations

Twelfth.—The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

Signs

Thirteenth.—No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

Subordination
to Mortgages
and Deeds
of Trust

Fourteenth.—This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

Sale of
Premises

Fifteenth.—In the event of the sale by the Landlord of the demised premises, or the property of which said premises are a part, the Landlord or the purchaser may terminate this lease on the thirtieth day of April in any year upon giving the Tenant notice of such termination prior to the first day of January in the same year.

Otherwise

such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

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Rules and
Regulations

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Rules and
Regulations of
Landlord

Sixteenth.—The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

Violation of
Covenants,
Forfeiture of
Lease, Re-entry
by Landlord

Seventeenth.—In case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within ten days after notice thereof given to the Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

Non-waiver
of Breach

Notices

Eighteenth.—All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place hereinbefore designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

**Bankruptcy,
Insolvency,
Assignment for
Benefit of
Creditors**

Nineteenth.—It is further agreed that if at any time during the term of this lease the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representatives.

**Holding Over
by Tenant**

Twentieth.—In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

**Eminent
Domain,
Condemnation**

Twenty-first.—If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

Security

Twenty-second.—The Tenant has this day deposited with the Landlord the sum of \$ _____ as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

Arbitration

Twenty-third.—Any dispute arising under this lease shall be settled by arbitration. Then Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto.

**Delivery of
Lease**

Twenty-fourth.—No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

**Lease
Provisions Not
Exclusive**

Twenty-fifth.—The foregoing rights and remedies are not intended to be exclusive but as additional to all rights, and remedies the Landlord would otherwise have by law.

**Lease Binding
on Heirs,
Successors, Etc.**

Twenty-sixth.—All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Twenty-seventh.—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

Twenty-eighth.—This instrument may not be changed orally.

Twenty-ninth - Tenant agrees to install whatever fire prevention and extinguishing equipment which landlords insurer deems necessary and proper. Tenant also agrees to install said equipment within ten days of notice from Landlords insurer or notice from landlord.

Thirtieth - Tenant agrees to remove snow in front of premises as per town ordinance.

Thirty-first - This lease is to be automatically extended for one (1) period of five (5) years, unless Tenant gives Landlord a

notice in writing 90 days prior to the date set for termination not to extend under the same terms and conditions except for an increase in rent of 2.5% percent for each year within the 1 five year periods.

because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

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Thirtieth - Tenant agrees to remove snow in front of premises as per town ordinance.

Thirty-first - This lease is to be automatically extended for one (1) period of five (5) years, unless Tenant gives Landlord a notice in writing 90 days prior to the date set for termination not to extend under the same terms and conditions except for an increase in rent of 2.5% percent for each year within the 1 five year periods.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

Witness:

..... (SEAL)
Landlord

By Stefanos Bouhoulis, Trustee

..... (SEAL)
Tenant

GUARANTY

In consideration of the execution of the within lease by the Landlord, at the request of the undersigned and in reliance of this guaranty, the undersigned hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all of the terms, covenants and conditions provided in said lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in the manner of payment or performance of any of the terms and conditions of the said lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said lease, and any modifications thereof, including the sub-letting and changing of the use of the demised premises, all without notice to the undersigned. The undersigned agrees to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within lease and in enforcing this guaranty.

Witness: (SEAL)

..... (SEAL)

Date:

Lease

Landlord

to

Tenant

Premises leased :

From :

To :

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT

For value received the undersigned Tenant hereby assigns all of said Tenant's right, title and interest in and to the within lease from and after unto heirs, successors, and assigns, the demised premises to be used and occupied for

and for no other purpose, it being expressly agreed that this assignment shall not in any manner relieve the undersigned assignor from liability upon any of the covenants of this lease.

Witness: (SEAL)

..... (SEAL)

Date:

In consideration of the above assignment and the written consent of the Landlord thereto, the undersigned assignee, hereby assumes and agrees from and after to make all payments and to perform all covenants and conditions provided in the within lease by the Tenant therein to be made and performed.

Witness: (SEAL)

..... (SEAL)

Date:

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT

For value received the undersigned Tenant hereby assigns all of said Tenant's right, title and interest in and to the within lease from and after _____ unto
heirs, successors, and assigns, the demised premises to be used and occupied for _____

and for no other purpose, it being expressly agreed that this assignment shall not in any manner relieve the undersigned assignor from liability upon any of the covenants of this lease.

Witness:..... (SEAL)

..... (SEAL)

Date:.....

In consideration of the above assignment and the written consent of the Landlord thereto, the undersigned assignee, hereby assumes and agrees from and after _____ to make all payments and to perform all covenants and conditions provided in the within lease by the Tenant therein to be made and performed.

Witness:..... (SEAL)

..... (SEAL)

Date:.....

CONSENT TO ASSIGNMENT

The undersigned Landlord hereby consents to the assignment of the within lease to
on the express conditions that the original Tenant

_____, the assignor, herein, shall remain liable for the prompt payment of the rent and the performance of the covenants provided in the said lease by the Tenant to be made and performed, and that no further assignment of said lease or sub-letting of any part of the premises thereby demised shall be made without the prior written consent of the undersigned Landlord.

.....
Landlord

Date:.....

By.....



Town of Arlington, Massachusetts

CITIZENS OPEN FORUM



Town of Arlington, Massachusetts

Request: Handicap Parking Sign @ 31 Magnolia Street

Summary:

Donald R. Ronchetti, Jr.

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Police_Recommendation_Ronchetti_HP.pdf	Police Recommendations
▢	Reference Material	Ronchetti_HP_app..pdf	Application from D. Ronchetti

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: July 20, 2018

RE: Handicap Parking Request -31 Magnolia Street

At your request, I looked into the request from Mr. Ronchetti, Jr. to have a handicap parking space designated in front of the above listed residence. Upon reviewing the petition, which included an HP placard for the party, and examining the tandem parking located on the property, the Traffic and Parking Unit has no objection to this petition.

Please notify the petitioner that if approved this space is not exclusively theirs and would be available for use by anyone displaying a handicap placard. They should also be notified that a handicap placard does not automatically exempt them from the town's overnight parking ban.

Cc: Frederick Ryan
Police Chief

Capt. Julie Flaherty
Support Services Commander

Lt. Paul Conroy
OIC / Traffic, Details, and Licensing

AFD Operations

Adam Chapdelaine
Town Manager

"Proactive and Proud"

TOWN OF ARLINGTON
Residential Handicap Parking Sign Application

Name: Donald R. Ronchetti, Jr.

Address: 3 Magnolia St

Telephone: Home: _____

Date: 6/30/18

Please read the Board of Selectmen Residential Handicap Parking Sign Policy prior to completing this application. If you have any questions regarding the application process, please contact the Office of the Board of Selectmen.

1. Please attach a photocopy of your handicap placard, or documentation that you have a handicap plate. It is not necessary to attach any additional documentation.
2. Are you the owner of your residence? No, but my mother owns the home.
3. Do you have off-street parking? yes. I am able to park in driveway.
4. If yes, how many off-street spaces? 3 but cars are parked back to front in straight line.

On the reverse side of this page, please provide the general reasons why the granting of such a space will increase your ability to access/egress your home. When providing your reasoning, you should address those questions listed in the Off-Street Parking section of the Board's policy, found on page two, that are relevant to your application.

When you have completed this application, and attached a photocopy of your placard, or documentation of your plate, please forward your application to the Office of the Board of Selectmen. Within two weeks you will be contacted regarding your application.

Yes, I am able to park in the driveway, however, the driveway is used by both floors and sometimes it is more convenient for me to park in front of the house.

I have a medical condition that makes me weak and I have a difficult time walking. It would help me if I could park in front of my house.

It is very difficult for me to park on the left side of the street because it makes it more difficult for me to get out of the car because of the curb. I am thankful I live on the right side of the street. This handicap sign will help me access my house easier. Thank you for your time and consideration, I appreciate it.

Sincerely,
Stanard R. Ranchetti, Jr.
31 Magnolia St
Arlington, MA 02474

P70516622

Expires:

03-05-23

**Disabled Persons
Parking Identification Placard**



RONCHETTI

DONALD

R JR

**Commonwealth of
Massachusetts**





NON-TRANSFERABLE



WARNING

**Wrongful use by any
other person may result
in revocation of placard
and/or \$500 fine and 30
day loss of license for
first offense**



**use in private passenger vehicle
only
www.massrmv.com**

OFFICE OF THE BOARD OF SELECTMEN

DANIEL J. DUNN, CHAIR
DIANE M. MAHON, VICE CHAIR
KEVIN F. GREELEY
JOSEPH A. CURRO, JR.
JOHN V. HURD



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

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

July 30, 2018

Donald R. Ronchetti, Jr.
31 Magnolia Street
Arlington, MA 02474

Dear Donald:

The Board of Selectmen will be discussing your request for a residential handicap parking space at their meeting on Monday, August 13th in the Selectmen's Chambers, Town Hall, 2nd Floor. The meeting begins at 7:15 p.m. You or your representative is invited to be in attendance at this meeting.

Kindly call the office of the Board of Selectmen to confirm the date and time with either Fran.

Thank you.

Very truly yours,
BOARD OF SELECTMEN

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

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

Discussion: Haiku Bikeway Project

Summary:

Adria Arch, Chair, Arlington Public Art

Cecily Miller, APA

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	arlington_public_art_august_presentation_BOS_2_(1).pdf	Presentation



ARLINGTON COMMISSION FOR ARTS AND CULTURE



PATHWAYS: ART ON THE MINUTEMAN BIKEWAY

A Partnership Project of the
Arlington Commission on the Arts and Culture
and Arlington Public Art
funded in part by the Arlington Cultural Council
and the National Parks Service

Locations are between Linwood Circle & Kickstand Cafe

We propose to install 2 temporary art pieces on a section of the Minuteman Bikeway in the Fall, 2018. Our goals are:

- to bring public art into a public space where town residents and visitors can enjoy it;
- to develop public art installations which prompt people to notice the natural, social and cultural world surrounding them;
- to contribute to the Bikeway's festive 25th Anniversary celebrations; and,
- to enhance the connection between Arlington Center and Capitol Square/East Arlington. These two neighborhoods are included in our pending application to create Arlington's first Cultural District.

We have consulted with the Arlington Bicycle Advisory Committee to ensure that our proposals will not cause any logistical or safety issues.



COLONY
by Christopher Frost



A playful village of miniature houses and towers in diverse architectural styles perched in a tree on the Bikeway. Reminiscent of bird houses, these tiny dwellings are connected with walkways, porches, bridges, and ladders. Who lives in this colony?



EXTRAORDINARY ORDINARY BIRDS

by Resa Blatman

Northern Cardinal

Eastern Screech Owl

Black Capped Chickadee

Baltimore Oriole

Belted Kingfisher

Yellow Rumped Warbler

Resa Blatman painted portraits of birds commonly seen in the greenspaces along the Minuteman Bikeway will be featured on postcards with information about each bird – their habitat, food, nests, and distinguishing habits, as well as tips for helping them survive the modern era – developed by local environmental educator Ellen Reed.



BIKEWAY HAIKU

in partnership
with the Arlington
Bicycle Advisory
Committee and
the Bike Committees of
Lexington and Bedford

Haiku by Gary Roberts



Celebrating the
25th anniversary
of the Minuteman
Bikeway
in Arlington,
Lexington &
Bedford
with original
haiku poetry by
the community

Haiku by Jack Johnson

In your own voice, sing
of squirrels, frogs,
birds, bikes and
light dancing on leaves
-BikewayHaiku.org

On this path often?
imagine a haiku here
of your own making
-BikewayHaiku.org

Unexpected verse...
imagine bike path haiku
which you could write, too!
-BikewayHaiku.org



Roosters on the path
Pecking at the ^{dirt}~~ground~~ for what?
Rather eat Ice cream?

Aniket,
10yrs
CAMBRIDGE

SATURDAY, AUGUST 18 @ UNCLE SAM PLAZA, ARLINGTON CNTR

OPEN AIR POETRY EVENT

with poets Jessie Brown, Charles Coe, Cathie Desjardins, Grey Held,
Gloria Mindock



ROBBINS LIBRARY HOSTED WORKSHOP WITH JESSIE BROWN

Our goals are:

- to unite the three towns of Arlington, Lexington and Bedford by installing a collaborative temporary public art project connecting the towns along a major shared resource: the Bikeway
- to involve the public in the 25th anniversary celebration by inviting them to participate through poetry
- to engage the public in creative expression by writing poetry inspired by the Bikeway which shares their experiences and memories of nature, family, friendships, and special moments on the Bikeway.
- to celebrate the Bikeway and it's unique qualities.



ARTIST LIZ LAMANACHE TESTING STENCIL & PAINT

|||||

Bikepath in summer Birds chirp and mulberries bloom Flowers grow brightly

– Aadya, Arlington, 12 years old

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



Organized by Arlington Public Art in partnership with the Bicycle Committees of Arlington, Lexington and Bedford, with support from The Arlington Cultural Council, a local organization supported by the Mass Cultural Council, a state agency.

|||||

Birds stuffed in gold nests eyes wide like worlds we've not seen mouths unhinged to eat.

– Alexandra Kesick, Arlington

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details @ www.BikewayHaiku.org



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|||||

small child in tutu
pedaling furiously
tiny spurt of joy

– Beth Kress

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details @ www.BikewayHaiku.org



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|||||

Where the trains once ran We ride their remains. Listen! The wind, their refrain.

– Gregory (age 9) and Rebecca Altman

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details @ www.BikewayHaiku.org



Organized by Arlington Public Art in partnership with the Bicycle Committees of Arlington, Lexington and Bedford, with support from The Arlington Cultural Council, a local organization supported by the Mass Cultural Council, a state agency.

When green finds you wait
Then greet the wind with a song
sing day or sweet night

– Trevor Maloof, Arlington

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

Mulberry bushes Drop ripe berries at my feet Squish squish as I walk.

– Gail E Goodearl, Arlington

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details @ www.BikewayHaiku.org



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|||||

some days I just need
to be outside – no reason
so I walk the path

– Kathy Conway, Arlington

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

Are you still seeking? This is the asphalt speaking: Keep up the good work!

– Robby Williamson

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

bikeway. steady path a journey to the future at least to Bedford

– Molly Froelich, Somerville

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

Once I drove a bus Dreaming of life on a leafy path Two wheels in open air

– Midge Hamilton, for Ralph, Marlborough
30 years with the MBTA

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

Wind is in my face and I feel like I can fly time goes flying too

– Leah Savage Woolf, Age 13
Arlington, Carroll School (Lincoln)

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

The dogs are cheerful They bark and they lick my face Then I wash my face

– Zach, Arlington, age 7, Peirce Elementary

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

Sharp-eyed at path's edge The old woman plucks the trash Blooming in the mud

– Danielle Descoteaux

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

I don't want to walk I said before I started So breeze carried me

– Gwen Chasan, Arlington

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details @ www.BikewayHaiku.org



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|||||

You, your dog and I watch swans on green pond guard young with fierce love, like yours.

– Ellen Vliet Cohen, Arlington

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

A smile reminds me We're all in this together There is still hope yet

– Laura, Arlington

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



Organized by Arlington Public Art in partnership with the Bicycle Committees of Arlington, Lexington and Bedford, with support from The Arlington Cultural Council, a local organization supported by the Mass Cultural Council, a state agency.

|||||

my lovely commute through leafy birdsong tunnel I arrive refreshed

– Beth Kun, Arlington

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



Organized by Arlington Public Art in partnership with the Bicycle Committees of Arlington, Lexington and Bedford, with support from The Arlington Cultural Council, a local organization supported by the Mass Cultural Council, a state agency.

|||||

A chipmunk darts out I miss him by a sliver Rodent redemption

– Dan Leonard, Arlington

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

Sunset heron flies Stirs sparkling stars bounce on the Mirror-like Spy Pond

– Catherine Wang

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

We start from our home The ice cream is our carrot We pedal non-stop.

– Strauss-Peukert Family

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



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|||||

Makeup mirror on lake floor that somebody must have dropped turns its back on fish.

– X. J. Kennedy, Lexington

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



Organized by Arlington Public Art in partnership with the Bicycle Committees of Arlington, Lexington and Bedford, with support from The Arlington Cultural Council, a local organization supported by the Mass Cultural Council, a state agency.

Twilight lovers sit
In a spot they'll remember
Grass hears their whispers

– Emily

WRITE YOUR OWN and share it with the community for a public art project celebrating the 25th Anniversary of the Minuteman Bikeway.

details @ www.BikewayHaiku.org



Organized by Arlington Public Art in partnership with the Bicycle Committees of Arlington, Lexington and Bedford, with support from The Arlington Cultural Council, a local organization supported by the Mass Cultural Council, a state agency.



Town of Arlington, Massachusetts

Request Support of Minuteman Bikeway 25th Anniversary Celebration, September 29th

Summary:

Christopher Tonkin, Chair, Arlington Bicycle Advisory Committee

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	ABAC_Select_Board_Request_7.27.18_(1).docx	Memo from Christopher Tonkin
▢	Reference Material	ABAC_Draft_Letter_to_Governor_Baker_08-09-18.docx	Draft Letter to Governor Baker

MEMORANDUM

To: Arlington Town Manager & Select Board
From: Christopher Tonkin, Chair, Arlington Bicycle Advisory Committee
Date: July 27, 2018
Re: Minuteman Bikeway 25th Anniversary Celebration

Request

The Arlington Bicycle Advisory Committee (ABAC) is requesting the Select Board's support in planning an upcoming celebration for the Minuteman Bikeway's 25th anniversary.

Summary

In collaboration with groups from Lexington and Bedford, ABAC is planning a 25th anniversary celebration of the Minutemen Bikeway, scheduled for Saturday, September 29th. While Arlington's 25th Anniversary Committee coordinated several successful events last year to celebrate the anniversary, this year is the bikeway's anniversary in Lexington and Bedford, and the aim for the 29th is for celebratory activities to extend through all three municipalities.

ABAC and Aeronaut Brewery will be co-hosting Arlington's portion of the event. In addition to the event's Aeronaut-based beer garden, ABAC would like to coordinate the following activities:

- A Haiku competition, at which Haikus would be temporarily drawn on the bikeway; and
- Live music at four locations along the bikeway.

In preparation for the event, ABAC would like to:

- Create two banner signs to hang over the bikeway, which would say, "Celebrate 25 Years Along The Bikeway!"; and
- Invite the governor and other dignitaries to the event. ABAC is working with representatives in Lexington and Bedford to create an official invitation that could be distributed to dignitaries, and is interested in having the Select Board sign the invitation (regulatory bodies in Lexington and Bedford are also being asked to sign the invitation).

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Christopher Tonkin
Chair, Arlington Bicycle Advisory Committee



Arlington Bicycle Advisory Committee

Dear Governor Baker,

Twenty-five years ago the Minuteman Commuter Bikeway opened in Lexington and Bedford (and in Arlington one year earlier). Since that time the bikeway has become one of the most popular rail-trails in the country as well as a key link in the growing regional bicycle network.

The Bicycle Advisory Committees of the towns of Arlington, Bedford, and Lexington, in collaboration with partners that include local retailers, artists and musicians, are planning a tri-town celebration on Saturday, September 29. The day is intended to celebrate ***"25 Years of Going Places on the Minuteman Bikeway"*** as well as to look forward to a time when the bikeway is part of a robust regional bicycle transportation network.

We would be delighted if your schedule made it possible for you to join us on September 29 to attend one or more of the town events and perhaps join others on the bikeway as part of a town-to-town "Whistlestop Tour."

A representative from Lexington has been in touch with your office to inquire about your availability on September 29. If you are interested and available, I [we] would be pleased to coordinate with your office to make arrangements and provide further details.

[Add in information on who to coordinate with.]

Sincerely,

Christopher Tonkin, Chair

Arlington Bicycle Advisory Committee



Town of Arlington, Massachusetts

For Discussion and Approval: Amendment of Lime BikeShare Operator License to Increase from 150 to 300 Bikes

Summary:

Douglas W. Heim, Town Counsel

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Lime_License_Amendment_Memo_from_Town_Counsel.pdf	Memorandum from Town Counsel
▢ Reference Material	Lime_Bike_Share_Operator_License.pdf	Operator License




**Town of Arlington
Legal Department**

Douglas W. Heim
Town Counsel

50 Pleasant Street
Arlington, MA 02476
Phone: 781.316.3150
Fax: 781.316.3159
E-mail: dheim@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Board of Selectmen

Cc: Adam Chapdelaine, Town Manager
Erin Zwirko, Assistant Planning Director

 **Date:** August 9, 2018

Re: License Amendment – Lime Bike Share Operator

Members of the Board, as you will recall, earlier this year you approved the first licenses to operate a bicycle share system in Arlington under our pilot program following an MAPC-lead RFP Process along with 14 other participating communities. Our pilot program allowed for 300 bicycles in Arlington, divided up between the two successful bidders – Lime and Spin, for 150 bikes each.

Unfortunately, Spin informed the Town that it will not launch its bike share service in Arlington or any of the other communities who participated in the joint competitive procurement program. As such, Lime now requests to amend its license to make up for the gap, allowing them to field all 300 bikes anticipated by the Board and the Planning Department.

To further inform any discussion of Lime's request, it should be noted that both our Bicycle Share Rules and Orders for Licensing and our agreement with the MAPC make it highly unlikely that another company can apply to provide the remaining 150 bikes through the term of the pilot.

Thank you.

**PILOT BIKE SHARE LICENSE
ISSUED BY THE
TOWN OF ARLINGTON**

LICENSE NO.1.....

June 28, 2018

To..... Neutron Holdings, LLC D/B/A LIME

No. 2121 S El Camino Real Blvd, San Mateo, CA 94403

To operate a **PILOT BICYCLE SHARE SERVICE** on the public ways and Town property under the purview of the Board of Selectmen within the Town of Arlington. This license is subject to the provisions of the Rules and Orders for the Licensing and Operation of Pilot Bicycle Share Programs in the Town of Arlington, promulgated on May 21, 2018; and further conditioned upon compliance with other terms and conditions as voted upon by the Board of Selectmen.

LICENSE EXPIRES July 1, 2019.

BOARD OF SELECTMEN



..... Chairman

*Per the vote of the Board of Selectmen on May 21, 2019, the fee for this registration period only has been waived.

**TOWN OF ARLINGTON
BOARD OF SELECTMEN**

Pilot Bike Share Operator License

The following application shall be verified under oath and shall furnish the following information:

Corporate Name: Neutron Holdings, LLC D/B/A: LIME

Address: 2121 S El Camino Real Blvd, San Mateo, CA 94403

Telephone #: 781.999.1943 Email: scott@limebike.com

Local Community Representative: Scott Mullen

Federal Identification No. or Social Security No. 814870517

Number of Bicycles to be provided in the community: up to 300

Location of Proposed Docks and/or Storage on Dock-Free Bicycles (outside of appropriate public way locations): Current map of identified public locations has been provided electronically via GoogleMaps. No private locations secured yet but will work the Nat to do outreach to School Committee, Parks Department, Arlington Housing Authority, and private apartment complexes and businesses as well to ensure a comprehensive system throughout Arlington

Please briefly state your experience in the provision of Bike Share service, including a list of municipalities in which you currently offer bike share services: Lime currently operates more than 60 fleets nationwide and several in Europe. Our fleets include pedal bikes, electric-assist bikes, and electric kick scooters. Since launching our first fleet last June we have logged more than three million trips on our shared vehicles.

Please list any facts which you believe tend to prove that public convenience and necessity require the granting of a license: By making bicycles accessible, affordable and available we can enable people to easily jump on a bicycle for a fun and active trip that might otherwise have been taken in a car. We operate at no cost to the Town and are helping achieve climate, safety and health goals.

Please describe your bicycles for the purposes of identification?

LimeBikes are lime green with yellow fenders. There is clear branding and instructions on 'How to Lime' on the frame.

Please describe your means of satisfying requirements of the Bike Share Rules and Orders with respect to:

- a) Apprising customers of safety recommendations and state and local rules of safe bicycle operation and use (i.e. advising users to wear helmets, notifying users of parking and storage requirements)

- b) Providing both users and the general public means of contacting you about improperly placed or parked bicycles and/or inoperable bicycles; and
- c) Recalibrating un-used or under-utilized bicycles:

Each bicycle has a physical placard on the inside of the basket that encourages helmet use, reminds the user about proper parking, and discourages sidewalk riding. All of this messaging is also included in the 'help' section of our app, in frequent pop-up notices and push notifications both in and out of the app, as well as a bank of 'how-to' videos on our YouTube channel.

Users and non-users can call our 888-LIME-345 (888.546.3345) hotline to report any issues they may have. Users and non users may report same issues directly into our app. We also monitor and respond to social media reports and have an email, support@limebike.com, as well.

Our ground operations team moves bikes throughout the system to recalibrate things on a daily basis. We create a network of 'hotpots' to which we balance bicycles to match demand. We use real time data to constantly adjust the bike counts to ensure we are right-sizing the number of bikes to the demand we are seeing. Our system also tracks utilization and will flag bikes that have been sitting in one spot for 24hrs, 48hrs, or more. We then prioritize those for rebalancing, either by our own staff or by incentivizing our users through gamification. If a bike sits for more than a day it becomes a 'bonus bike' and shows up as a special icon on our map. If the user rides this bonus bike for at least five minutes, their trip is discounted or free. This helps us organically manage the fleet while also cutting down on emissions from our ops vans.

Please provide proof of insurance in the amounts listed in Rules and Orders for the Licensing and Operation of Pilot Bicycle Share Programs naming the Town of Arlington as an additional insured.

The applicant shall be responsible for keeping this information current during the term of any license issued.

Licenses shall only be approved for vendors selected via competitive procurement process compliant with M.G.L. c. 30A. Approved licenses are contingent upon the execution and maintenance of satisfactory Indemnification and Data Security Agreements with the Town of Arlington.

We/I hereby agree to conform in all respects to the conditions governing such license as printed in the By-Laws of the Town, and such other rules and orders/regulations as the Selectmen may establish.


Signature

Scott Mullen

Please Print Name

Signature

Please Print Name

Signature

Please Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2018

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

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

PRODUCER GMGS Risk Management & Insurance Services 12 Truman Irvine, CA 92620		CONTACT NAME: Ashley Brewster	
www.gmgs.com 0B84519		PHONE (A/C, No, Ext): 949-559-3377	FAX (A/C, No): 949-559-6703
		E-MAIL ADDRESS: ashleyb@gmgs.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AXIS Surplus Insurance Company	
		INSURER B: Houston Casualty Company	
		INSURER C: Ohio Security Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 41626128**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P-001-000027914-01	5/1/2018	5/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58148851	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			H18PX50031-00	5/1/2018	5/1/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

As respects General Liability coverage, Certificate Holder is added as Additional Insured, per CG20100413 attached.

CERTIFICATE HOLDER**CANCELLATION**Town of Arlington
730 Massachusetts 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

Michael Finn

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization where the Named Insured has agreed in a written contract or agreement to name as an additional insured provided that the contract or agreement was executed prior to the loss or occurrence.

Location(s) Of Covered Operations:

All Locations at which the Named Insured is performing on-going operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Town of Arlington, Massachusetts

For Discussion and Approval: Authorized Use Limitation for 51 Grove Street DPW Yard

Summary:

Douglas W. Heim, Town Counsel

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Grove_Street_AUL_and_Restriction_Memo_from_Town_Counsel.pdf	Town Counsel Memo
▢ Reference Material	Grove_Street_AUL.pdf	Grove Street AUL
▢ Reference Material	Grove_Street_AUL_Attachments.pdf	Grove Street AUL Attachments
▢ Reference Material	Grove_Street_Grant_of_Use_Restriction_and_Access_Easement.pdf	Grant of Use Restriction and Access Easement



**Town of Arlington
Legal Department**

Douglas W. Heim
Town Counsel

50 Pleasant Street
Arlington, MA 02476
Phone: 781.316.3150
Fax: 781.316.3159
E-mail: dheim@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Board of Selectmen

Cc: Adam Chapdelaine, Town Manager
Michael Rademacher, Director of Public Works
Steve Nesterak, Facilities Director

Date: August 8, 2018

Re: DPW Yard Notice of Authorized Use Limitation

Members of the Board, as you may recall, in 2001 the Town and a group of industrial corporations (Honeywell International, the Boston Gas Company, the Massachusetts Electric Company and/or their successors and assigns) collectively known as the "Industrial Parties," entered into a settlement agreement with respect to environmental conditions located at the DPW Yard and Pierce Field. The full agreement and its several amendments remediated or capped conditions of concern at both sites,¹ required the Industrial Parties to continue to monitor and report on site conditions to ensure safety, and provided additional consideration for the Town including several million dollars in capital improvements to the athletic facilities. In return, the Town was required to file an Authorized Use Limitation with MassDEP and a Grant of Use Restrictions and Access Easement to the Industrial Parties for both the DPW Yard and Pierce

¹ Specifically, the Industrial Parties conducted extensive response actions at both the DPW Yard and Pierce Field in compliance with the rigorous standards set forth in M.G.L. c. 21 E and 310 CMR 40.000 (the Massachusetts Contingency Plan).

Field.² I write to you to request your approval for both the AUL and the Use Restriction and Access Easement for the DPW Yard site only at this juncture.

Particularly as the Town prepares to renovate both the DPW Yard and the High School, it is appropriate and useful to close out the Town's obligations under the Settlement Agreement. Both the Authorized Use Limitation (AUL) and the Grant of Use Restriction and Access Easement in this context are essentially codifying existing legal restrictions on what activities are presently permitted at the DPW Yard (all of its current uses and many anticipated uses), how certain other activities may be performed (usually with the management of a Licensed Site Professional), and what activities are either prohibited, or would require additional consultations and agreements prior to commencement.

Indeed, the majority of the restricted activity codified in the AUL and Use Restriction are already either in keeping with sound use of the premises under previous filings with MassDEP, or good practice on such sites (for example, prohibiting activities that would disrupt the soil and any engineering barriers without employing a License Site Professional to ensure safe practices). The AUL and Restriction collect, codify, and record pertinent information and obligations.³ Of note, should the Town ever decide to dramatically repurpose the site of the DPW Yard, it would be necessary to engage the Industrial Parties and develop an agreement on what such repurposed use would be consistent with Section II.C of the Use Restriction.

Accordingly, while the proposed AUL and Grant of Use Restriction and Access Easement are already required under the terms of the Settlement Agreement, both are important measures to ensure the long-term good use and public safety at these sites. The proposed AUL and Grant of Use Restriction and Access Easement (with attachments), are annexed hereto for your review.

I respectfully request that the Board vote to approve the execution of the AUL and Grant of Use Restriction and Access Easement, and further to authorize me to take all steps necessary to record the notice and make requisite filings with DEP.

Thank you.

² Town Meeting authorized the Board, Town Manager and Superintendent to execute the Settlement Agreement, including these contemplated measures by vote of the May 2, 2001 Special Town Meeting.

³ The Access Easement meanwhile ensures that the Industrial Parties can do what they have been doing for more than a decade – conducting periodic reviews and reporting on the continued safe use of the sites at issue.

Form 1075

Note: Pursuant to 310 CMR 40.1074(5), upon transfer of any interest in or a right to use the property or a portion thereof that is subject to this Notice of Activity and Use Limitation, the Notice of Activity and Use Limitation shall be incorporated either in full or by reference into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer. Within 30 days of so incorporating the Notice of Activity and Use Limitation in a deed that is recorded or registered, a copy of such deed shall be submitted to the Department of Environmental Protection.

NOTICE OF ACTIVITY AND USE LIMITATION

M.G.L. c. 21E, § 6 and 310 CMR 40.0000

Property Address: 51 Grove Street, Arlington, MA

Disposal Site Name: 51 Grove Street (Arlington Department of Public Works)
DEP Release Tracking No.(s): 3-4241

This Notice of Activity and Use Limitation ("Notice") is made as of this ____ day of _____, 2018, by The Town of Arlington, 730 Massachusetts Avenue, Arlington, Massachusetts, together with their successors and assigns (collectively "Owner").

WITNESSETH:

WHEREAS, The Town of Arlington, is the owner in fee simple of that certain parcel of land located in Arlington, Middlesex County, Massachusetts with the buildings and improvements thereon, pursuant to deeds recorded with the Middlesex South District Registry of Deeds ("Registry") in Book 9705, Page 6 and Book 13080, Page 557, less and except the land conveyed to Boston Gas Company by the Town by Deed dated September 22, 1975, recorded with the Registry in Book 12876, Page 24, and Deed dated October 18, 1976, recorded with the Registry in Book 13080, Page 542;

WHEREAS, said parcel of land, which is more particularly bounded and described in Exhibit A, attached hereto and made a part hereof ("DPW Yard property") is subject to this Notice of Activity and Use Limitation. The DPW Yard property is shown on a plan recorded in the Middlesex South District Registry of Deeds in Book 1960, Plan 1629, and Book 1975, Plan 1056, and Book 1976, Plan 1190;

WHEREAS, the DPW Yard property comprises part of a disposal Site as the result of releases of oil and/or hazardous material. The Site encompasses properties currently owned by the Town of Arlington (the Town), Boston Gas Company, and portions of three abutting private properties.

Exhibit B is a sketch plan showing the relationship of the DPW Yard property subject to this Notice of Activity and Use Limitation to the boundaries of said disposal Site existing within the limits of the DPW Yard property and to the extent such boundaries have been established. Exhibit B is attached hereto and made a part hereof; and

WHEREAS, one or more response actions have been selected for the Site in accordance with M.G.L. c. 21E ("Chapter 21E") and the Massachusetts Contingency Plan, 310 CMR 40.0000 ("MCP"). Said response actions are based upon (a) the restriction of human access to and contact with oil and/or hazardous material in soil and/or groundwater and/or (b) the restriction of certain activities occurring in, on, through, over or under the DPW Yard property. A description of the basis for such restrictions, and the oil and/or hazardous material release event(s) or site history that resulted in the contaminated media subject to the Notice of Activity

and Use Limitation is attached hereto as Exhibit C and made a part hereof;

NOW, THEREFORE, notice is hereby given that the activity and use limitations set forth in this Notice of Activity and Use Limitation are as follows:

1. Activities and Uses Consistent with Maintaining No Substantial Hazard Conditions. The following Activities and Uses are consistent with maintaining a Temporary Solution and a condition of No Substantial Hazard and, as such, may occur on the DPW Yard property pursuant to 310 CMR 40.0000:

(i) The use of the DPW Yard property as a public works facility and municipal offices consistent with its current use;

(ii) Emergency utility repair work that disturbs the Direct Contact Barrier (which includes pavement and the building slabs as shown on Exhibit G – Barrier Locations) and/or the contaminated soils located below the Direct Contact Barrier, so long as the Direct Contact Barrier (which exists at the elevations shown on Exhibit H - Activity and Use and Limitation Plan of Land, developed by Schofield Brothers, December 1, 2016 recorded in Middlesex South District Registry of Deeds in Plan Book _____, Plan _____; hereafter “the AUL Plan”) is repaired or replaced with a comparable barrier following completion of the project, and excess soil, if any, is disposed of off the Site; or relocated in accordance with Condition (i) in Paragraph 3 of this AUL Notice and the remediation waste management procedures of the MCP cited at 310 CMR 40.0030 *et seq.*;

(iii) Construction and/or non-emergency utility repair activities, including maintenance, or repair of site improvements, which includes excavation, movement and handling of soils or contact with groundwater, provided that such activities are conducted in accordance with a Soil Management Plan found in Exhibit E and Health and Safety Plan found in Exhibit F, and in accordance with Conditions (i) and (ii) in Paragraph 3 of this Notice, the remediation waste management procedures of the MCP cited at 310 CMR 40.0030 *et seq.*, and all applicable worker health and safety practices pursuant to 310 CMR 40.0018. Work within the clean corridors shown on the AUL Plan does not require LSP oversight or adherence to a Soil Management Plan or Health and Safety Plan prepared in accordance with Conditions (i) and (ii) in Paragraph 3 of this Notice;

(iv) Such other activities or uses which, in the Opinion of a Licensed Site Professional, shall present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this Paragraph; and

(v) Such other activities and uses not identified in Paragraph 2 as being Activities and Uses Inconsistent with maintaining No Substantial Hazard Conditions.

2. Activities and Uses Inconsistent with Maintaining No Substantial Hazard Conditions. The following Activities and Uses are inconsistent with maintaining a Temporary Solution and a condition of No Substantial Hazard pursuant to 310 CMR 40.0000, and, as such, may not occur on the DPW Yard property:

(i) Any use of the DPW Yard property other than as a public works facility and municipal office space;

(ii) Residential uses, including but not limited to, one family or two-family dwellings, apartments, tenement houses, condominiums or town houses, mobile homes, lodging houses, nursing or rest homes, or dormitories;

(iii) Agricultural and horticultural uses, including, but not limited to tilling and planting of gardens or crops for human consumption;

(iv) Institutional uses, including, but not limited to, publicly or privately owned hospital, health care facility, nursing home, convalescent home, educational facility, or correctional facility, where such facility in whole or in part provides overnight housing;

(v) Any use of the DPW Yard property for a nursery, day-care, orphanage, school or any other usage that involves the presence of children at high frequency and high intensity;

(vi) Commercial uses, including, but not limited to retail establishments;

(vi) Industrial uses;

(vii) Construction of new occupied buildings without appropriate engineering controls in the previously identified localized hot spots in the northwest corner of the DPW Yard property where certain organic compounds exceed S-3/GW-2 standards in soil or GW-2 standards in groundwater unless an LSP renders an Opinion which states that a condition of No Substantial Hazard is maintained at the site consistent with the MCP. Figure 1-3, showing the area where potential vapor intrusion risks exist, is attached to the Health and Safety Plan found at Exhibit F and is made a part hereof;

(viii) Activities that include outdoor recreational uses, including but not limited to playgrounds, ball fields, parks, or sports and recreational centers;

(ix) Activities or uses which are likely to involve the removal and/or disturbance of the soil below the Direct Contact Barrier (which includes pavement and the building slabs as shown on Exhibit G) or contact with groundwater, in either case with the exception of: (1) emergency utility repair work described in Condition (ii) in Paragraph 1; or (2) construction and/or non-emergency utility repair work described in Condition (iii) in Paragraph 1 and carried out in accordance with Paragraph 3; and

(x) Any other use or activity that may involve direct contact with the soil beneath the Direct Contact Barrier or with groundwater, or any use or activity that may not comply with the Conditions set forth under Paragraph 3.

3. Obligations and Conditions. The following obligations and/or conditions are necessary and shall be undertaken and/or maintained at the Property to maintain a Temporary Solution and a condition of No Substantial Hazard:

(i) A Soil Management Plan (SMP), as prepared by an LSP in accordance with the remediation waste management procedures of the MCP (310 CMR 40.0030 *et seq*) and the SMP Guidance attached hereto as Exhibit E, must be implemented at the commencement of any activity that may disturb soil or groundwater at the DPW Yard property, except emergency utility repair work in accordance with Paragraph 1 Condition (ii) or activities conducted within clean corridors (see Figure 1-4) in accordance with Paragraph 1 Condition (iii). The SMP must include, at a minimum, the following elements: identification of the type and location of hazardous materials in the soil or a sampling and analysis plan (if insufficient data are available), handling procedures, description of staging and storage areas, transportation and treatment/disposal methods, spill prevention and control measures, and an emergency contingency plan. The SMP should be available at the DPW Yard offices throughout the course of soil and groundwater disturbance and handling activities;

(ii) A Health and Safety Plan (HASP), as prepared by a Certified Industrial Hygienist or other qualified individual sufficiently trained in worker health and safety requirements and in accordance with the HASP Guidance attached hereto as Exhibit F, must be implemented prior to the commencement of any activity that may disturb the soil and/or groundwater at the DPW Yard property, except emergency utility repair work in accordance with Paragraph 1 Condition (ii) or activities conducted within clean corridors (see Figure 1-4) in accordance with

Paragraph 1 Condition (iii). The HASP must include, at a minimum, the following elements: identification of the type and location of hazardous materials in the soil and/or groundwater, personnel training requirements, personal protection equipment to be used, monitoring devices and procedures, site control measures, decontamination plan, and emergency/contingency plan; and,

(iii) Maintain asphalt and concrete surfaces at the DPW Yard property, including the building floor slabs identified on Exhibit G Barrier Locations, in good repair so that final grades are preserved and the defining layers or shallow soil beneath the Direct Contact Barriers are not exposed. If needed, repairs (e.g., crack sealing, localized patching, etc.) shall be conducted in accordance with industry best practices, guidelines and procedures for preventive, corrective and emergency maintenance of asphalt and concrete.

4. Proposed Changes in Activities and Uses. Any proposed changes in activities and uses at the DPW Yard property which may result in higher levels of exposure to oil and/or hazardous material than currently exist shall be evaluated by a Licensed Site Professional who shall render an Opinion, in accordance with 310 CMR 40.1080 *et seq.*, as to whether the proposed changes are inconsistent with maintaining a Temporary Solution and a condition of No Substantial Hazard. Any and all requirements set forth in the Opinion to meet the objective of this Notice shall be satisfied before any such activity or use is commenced.

5. Violation of a Permanent or Temporary Solution. The activities, uses and/or exposures upon which this Notice is based shall not change at any time to cause a significant risk of harm to health, safety, public welfare, or the environment or to create substantial hazards due to exposure to oil and/or hazardous material without the prior evaluation by a Licensed Site Professional in accordance with 310 CMR 40.1080 *et seq.*, and without additional response actions, if necessary, to maintain a condition of No Substantial Hazard.

If the activities, uses, and/or exposures upon which this Notice is based change without the prior evaluation and additional response actions determined to be necessary by a Licensed Site Professional in accordance with 310 CMR 40.1080 *et seq.*, the owner or operator of the DPW Yard property subject to this Notice at the time that the activities, uses and/or exposures change, shall comply with the requirements set forth in 310 CMR 40.0020.

6. Incorporation Into Deeds, Mortgages, Leases, and Instruments of Transfer. This Notice shall be incorporated either in full or by reference into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer, whereby an interest in and/or a right to use the DPW Yard property or a portion thereof is conveyed in accordance with 310 CMR 40.1074(5).

Owner hereby authorizes and consents to the filing and recordation and/or registration of this Notice, said Notice to become effective when executed under seal by the undersigned Licensed Site Professional, and recorded and/or registered with the appropriate Registry(ies) of Deeds and/or Land Registration Office(s).

[Remainder of Page Intentionally Left Blank]

WITNESS the execution hereof under seal this _____ day of _____, 2018.

TOWN OF ARLINGTON
By and through its Board of Selectmen

Joseph A. Curro, Jr.

Daniel J. Dunn – Chair

Kevin F. Greeley – Vice Chair

John V. Hurd

Diane M. Mahon

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 2018

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ for the Town of Arlington.

Printed Name:
(official signature and seal of notary)

COMMONWEALTH OF MASSACHUSETTS

_____, ss

_____, 2018

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ for the Town of Arlington.

Printed Name:
(official signature and seal of notary)

COMMONWEALTH OF MASSACHUSETTS

_____, ss

_____, 2018

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ for the Town of Arlington.

Printed Name:
(official signature and seal of notary)

COMMONWEALTH OF MASSACHUSETTS

_____, ss

_____, 2018

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ for the Town of Arlington.

Printed Name:

(official signature and seal of notary)

COMMONWEALTH OF MASSACHUSETTS

_____, ss

_____, 2018

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ for the Town of Arlington.

Printed Name:

(official signature and seal of notary)

The undersigned Licensed Site Professional hereby certifies that in his Opinion this Notice of Activity and Use Limitation is consistent with a Temporary Solution and maintaining a condition of No Substantial Hazard.

Date: _____

Charles F. Myette, LSP #3264
[LSP SEAL]

COMMONWEALTH OF MASSACHUSETTS

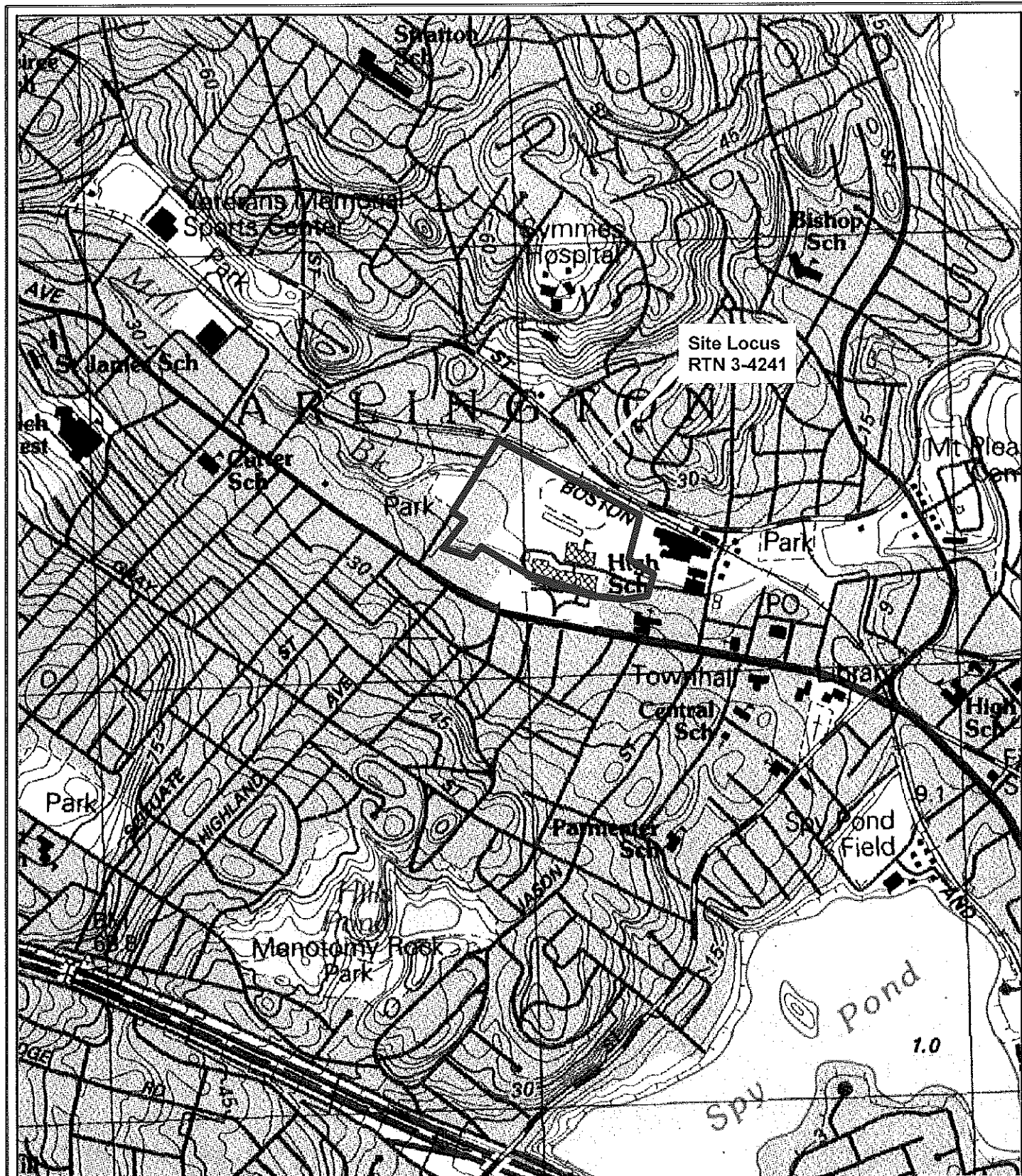
_____, ss _____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Charles F. Myette, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Licensed Site Professional for the Site.

Printed Name:
(official signature and seal of notary)

Upon recording, return to:

The Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476
Attn: Marie A. Krepelka, Board of Selectman Administrator



Brown AND Caldwell

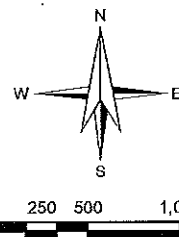
1 Tech Drive, Suite 310
Andover, Massachusetts, 01810
Tel. (978) 794-0336 Fax. (978) 794-0534

Note: USGS Quad Maps obtained from
MassGIS scanned 5-CDset, dated July
1996.

FIGURE 1-1 SITE LOCATION MAP

51 Grove Street Site (RTN 3-4241)
Arlington, Massachusetts

Prepared for:
Arlington Remedial Action
Settlement Trust



Date: 10/25/2012

Project: 14339

Scale: 1" = 1,000'

File: 51Grove_Locus

EXHIBIT A

Parcel Description
Activity Use Limitation Area
Arlington Department of Public Works Yard
51 Grove Street
Arlington Massachusetts

A certain parcel of land located on Grove Street in the Town of Arlington, County of Middlesex, Commonwealth of Massachusetts, and shown on a plan entitled "Activity Use Limitation Plan of Land in Arlington, Mass, (Middlesex County). Prepared for: Brown and Caldwell, Scale: 1" = 50' Date: December 1, 2016, Schofield Brothers LLC", to be recorded, said parcel of land being bounded and described as follows:

Commencing at the northwest corner of the herein described parcel on the easterly side of Grove Street at land now or formerly of Boston Gas Company (KeySpan) said point being 0.43 feet northerly of a stone bound with drill hole, said point being the POINT OF BEGINNING; thence

S 55° 50' 32" E a distance of 100.00 feet to a point; thence

N 34° 09' 28" E a distance of 100.21 feet to a point; thence continuing

N 34° 09' 28" E a distance of 82.13 feet to a point, the previous three courses bounding by land now or formerly of Boston Gas Company (KeySpan); thence

S 68° 33' 03" E a distance of 71.71 feet to a point; thence

S 67° 28' 43" E a distance of 214.92 feet to a point, the previous two courses bounding on land now or formerly of the Massachusetts Bay Transit Authority (Minuteman Bicycle Trail); thence

S 36° 59' 12" W a distance of 589.15 feet to a point; thence

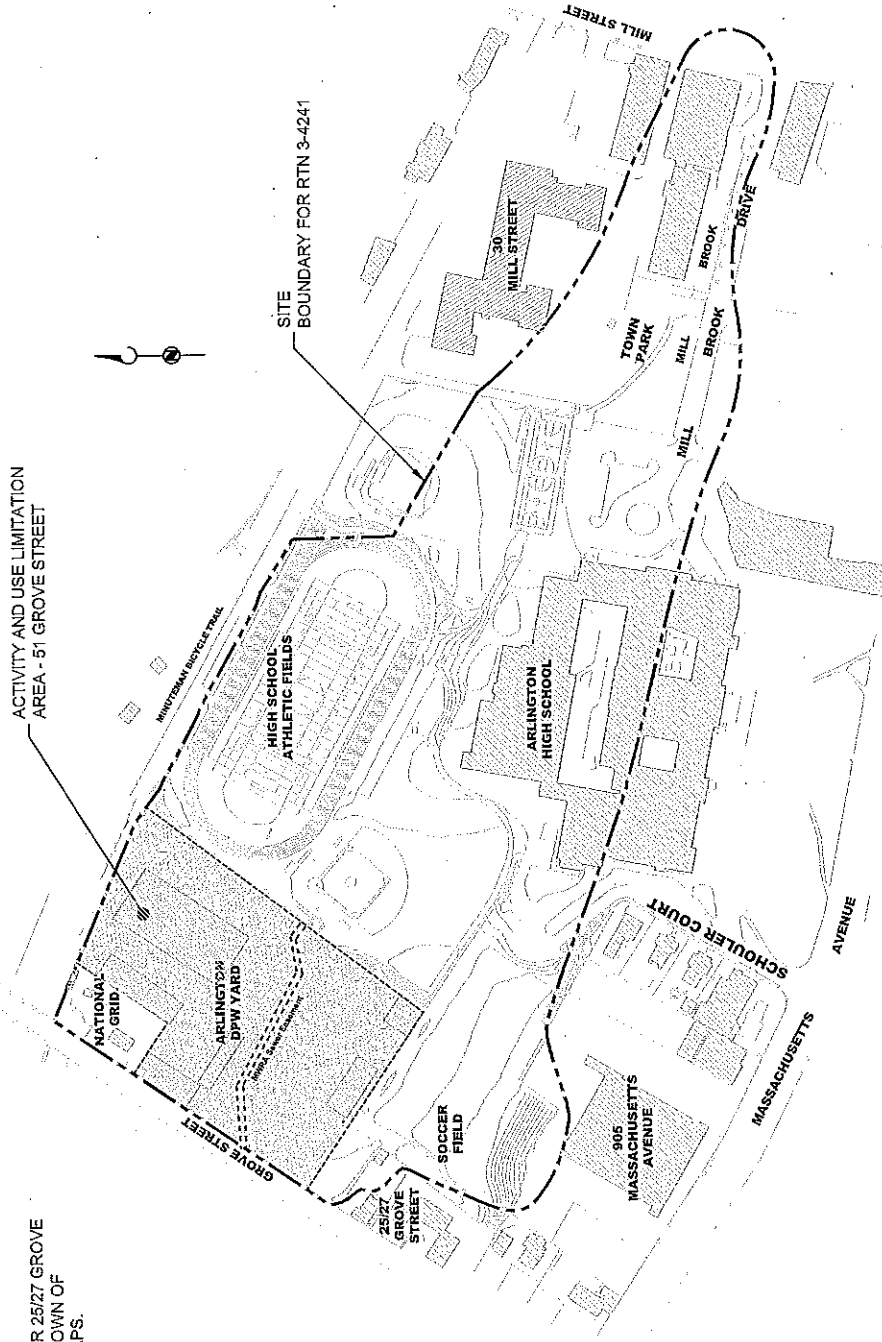
N 56° 05' 00" W a distance of 349.77 feet to a point on the easterly sideline of Grove Street, the previous two courses bounding on land now or formerly of Arlington (Arlington High School); thence

N 33° 53' 32" E along the easterly sideline of Grove Street a distance of 348.01 feet to said stone bound; thence

N 34° 09' 28" E along the easterly sideline of Grove Street a distance of 0.43 feet to the POINT OF BEGINNING.

The above described parcel of land contains an area of 182,982 square feet (4.2 acres), more or less, according to said plan.

NOTE:
PROPERTY BOUNDARIES FOR 25/27 GROVE STREET ARE TAKEN FROM TOWN OF ARLINGTON ASSESSORS MAPS.



ACTIVITY AND USE LIMITATION
AREA - 51 GROVE STREET

SITE
BOUNDARY FOR RTN 3-4241

Brown and Caldwell One Tech Drive, Suite 310 Andover, Massachusetts 01810 Tel: (978) 794-0330 • Fax: (978) 794-0534		PROJECT:	143339	FILE:	exhibit b 51 grove street
		SCALE:	1"=200'	DATE:	6-18-13
DRAWN:		J.E.C	CHECKED:	M.J.G.	EXHIBIT B PLAN SHOWING RELATIONSHIP BETWEEN AUL AND DISPOSAL SITE 51 GROVE STREET SITE (RTN 3-4241) ARLINGTON, MASSACHUSETTS PREPARED FOR: ARLINGTON REMEDIAL ACTION SETTLEMENT TRUST

EXHIBIT C

51 GROVE STREET
(Arlington Department of Public Works)
ARLINGTON, MASSACHUSETTS
RTN 3-4241

In accordance with the requirements of the Massachusetts Contingency Plan (MCP), 310 CMR 40.1074, and the Massachusetts Department of Environmental Protection (MassDEP) Draft Guidance on Implementing AULs (Policy #WSC14-300), this Narrative Description has been prepared to support a Notice of Activity and Use Limitation (AUL) for the Town of Arlington, Department of Public Works property ("DPW Yard property") located at 51 Grove Street, Arlington, Massachusetts. A metes and bounds description of the individual parcels which make up the DPW Yard property that is the subject of the AUL is included as Exhibit A. The DPW Yard property is shown on a plan recorded in the Middlesex South District Registry of Deeds in Plan Book _____, Plan _____ (hereafter "the AUL Plan") and attached to this AUL as Exhibit H. The boundaries of the DPW Yard property that is the subject of the AUL lie within the boundaries of the MCP Disposal Site identified as the 51 Grove Street Site (the "Site"), as illustrated by Exhibit B. The Site encompasses properties currently owned by the Town of Arlington (the Town), Boston Gas Company, and portions of three abutting private properties.

The 4.2-acre DPW Yard property is currently zoned for industrial use and is being used as a Public Works Department (DPW). The DPW Yard property is used for municipal administrative offices and as an operations center for DPW activities, including vehicle fueling, maintenance, storage/repair, and sand/salt storage. Most of the DPW Yard property is fenced with access through one main entrance.

Reason Why Notice of Activity and Use Limitation is Appropriate

The use of an AUL on this parcel is necessary to achieve a Temporary Solution and prevent unacceptable exposures to contamination left at this Site. Based on the results of the Risk Characterization, a condition of No Substantial Hazard can be achieved at the DPW Yard property with the implementation of an AUL. This AUL is being recorded to acknowledge that the Site and the DPW Yard property is a listed MCP Disposal Site where contamination still exists in the subsurface; to place restrictions on future use of the Property; and to provide

guidance on how to conduct activities safely if subsurface disturbance is required for any reason.

The AUL places the following specific restrictions on the DPW Yard property:

- Future DPW Yard property use will be restricted to use as a public works facility and all other municipal offices consistent with its current use. Other uses such as institutional, agricultural, outdoor recreational or residential uses shall not be permitted without prior Licensed Site Professional (LSP) evaluation.
- Many of the DPW Yard property utilities have been placed in clean corridors, however, any disturbance of soil below the existing pavement and/or buildings that is not within a "clean corridor" shall be managed in accordance with a Soil Management Plan under the supervision of an LSP and the work shall be conducted under a Health and Safety Plan. The clean corridors were constructed by excavating existing soil to create an appropriately sized trench (generally 4-feet wide by 6-feet deep for gas lines or 6-feet wide by 6-feet deep for water lines) which was lined with orange plastic fencing to delineate the corridor extent. Once the new utilities were installed, the corridors were backfilled with appropriate materials from clean, off-site sources.
- Any contemplated use or activities that would result in potentially greater exposures to soils than the permitted uses and activities shall be evaluated by an LSP to determine if a Condition of No Substantial Hazard will be satisfied.

Description of Release

As mentioned above the Site encompasses properties currently owned by the Town of Arlington (the Town), Boston Gas Company, and portions of three abutting private properties. The Site includes the Arlington DPW Yard property; a Boston Gas Company natural gas pressure regulating station located at 53 Grove Street; a portion of the Arlington High School (AHS) building, athletic fields, park, and parking lots; a portion of a parking lot at 905 Massachusetts Avenue; a portion of a property located at 30 Mill Street; and a portion of a residential property at 25-27 Grove Street.

The oil and/or hazardous materials (OHM) identified within the Site are related to historical uses, including chromite ore processing activities (saw blade chroming), manufactured gas plant (MGP) operations, and DPW Yard property activities. Most of the historical operations related to the Site occurred on the 51 Grove Street property which is now the DPW Yard property. OHM found on the DPW Yard property associated with former operations or activities at the Site include chromium (trivalent and hexavalent forms), MGP residuals, and petroleum compounds.

Soil and groundwater samples have been collected from the DPW Yard property as part of previous environmental sampling investigations at the Site. These investigations are described in detail in the Phase I Initial Site Investigation Report (RETEC, 1997), Phase II Comprehensive Site Assessment (CSA) Report (Harding Lawson Associates (HLA), 1999), and the two subsequent Supplemental Phase II CSA Reports (Harding ESE, 2001 and Brown and Caldwell (BC), 2003).

Investigative activities began at the DPW Yard property in 1991 when impacted soils were observed during the removal of two 4,000-gallon gasoline USTs (RTN 3-4241). In 1993, a limited soil sampling program was expanded and included investigations conducted on the DPW Yard property, the adjacent Boston Gas property, and the AHS soccer field to determine if an Imminent Hazard was present. The evaluation concluded that there was no Imminent Hazard present, however, a Phase I Site Investigation conducted by RETEC (1997) confirmed the presence of hazardous materials in the soil and groundwater on the adjacent properties and concluded comprehensive response actions under the MCP were necessary. A Phase II investigation (HLA, 1999) and supplemental Phase II investigations (Harding ESE, Inc., 2001; BC, 2003) concluded that soil and groundwater contamination were present over a much larger area than had previously been identified, extending beyond the DPW Yard property. The primary chemicals of concern were chromium (total chromium), hexavalent chromium, polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), petroleum hydrocarbons, lead, and cyanide.

A Method 3 Risk Characterization (RC) (per 310 CMR 40.0990) to characterize the risk of harm to human health, public welfare, safety and the environment posed by the Site was presented in the Phase II CSA Report (HLA, 1999). This RC was subsequently updated by Harding ESE, Inc. and Cambridge Environmental (for BC) to address data obtained from the supplemental Phase II investigations. In addition, the potential contact dermatitis risks associated with direct dermal contact with soil containing hexavalent chromium were characterized by comparing hexavalent chromium soil exposure point concentrations to the Site-specific Allergic Contact Dermatitis (ACD) threshold concentration of 700 mg/kg.

Based on the aforementioned Method 3 RC and consistent with recent data, the following conclusions were reached for the DPW Yard property:

- No Imminent Hazard conditions exist for human health, safety, public welfare, or the environment (this was also true for the entire Site).

- Under current and continuing land use and Site conditions, a condition of No Significant Risk exists for DPW maintenance workers. However, under unrestricted future land use conditions (assuming the existing pavement is removed) cancer risks for DPW maintenance workers exceeds the MCP cumulative risk limits; therefore, a condition of No Significant Risk does not exist. In addition, under the same unrestricted future land use scenario the presence of hexavalent chromium at concentrations above the Site-specific ACD threshold concentration of 700 mg/kg in shallow soils constitutes a potential future Substantial Hazard (due to non-cancer risk associated with the potential acute allergic response that may occur in individuals who are allergic to chromium and have been previously sensitized). The installation of the asphalt pavement and the presence of the buildings constitute a Direct Contact Barrier which eliminates potential exposure to impacted soil (dermal, ingestion, and, inhalation of dust). Therefore, the revised Site Operation, Maintenance and Monitoring Plan (OMMP), submitted to the MassDEP on June 4, 2007 and updated May 11, 2015, requires that the pavement and the building slabs be maintained. This requirement has also been memorialized within the AUL. In addition, the AUL requires the use of a Health and Safety Plan (HASP) and Soil Management Plan (SMP) to mitigate exposures to maintenance workers in the event the existing pavement or buildings need to be removed.
- Under current and continuing land use, the presence of hexavalent chromium at concentrations above the Site-specific ACD threshold concentration of 700 mg/kg in potentially accessible soils near former underground utility corridors constituted a future Substantial Hazard for utility workers. Therefore, critical utilities (water and gas lines) were relocated into clean corridors as part of the Phase IV Remedy Implementation thereby eliminating the future Substantial Hazard. Those utilities which could not be relocated (i.e. sewer lines) were rehabilitated (relined internally to reduce the likelihood that future maintenance involving excavation would be required. The AUL requires the use of a HASP and SMP to mitigate exposures to utility workers in the event that non-emergency excavation outside the clean corridors is necessary.
- A condition of No Significant Risk does not exist for construction workers under unrestricted future land use conditions, due to non-cancer risks associated with exposure to impacted soil in identified hot spot areas. This conclusion is based on the assumption that construction/excavation might proceed without a HASP

and SMP to mitigate exposures to excavation workers. The AUL requires that non-emergency excavation/construction activities outside the clean corridors be conducted in accordance with a project-specific HASP and SMP thereby eliminating the risk.

- A condition of No Significant Risk exists for current and continuing land use for DPW office workers in the existing buildings. However, under unrestricted future land use conditions, cancer and non-cancer risks associated with vapor inhalation exceed MCP cumulative risk limits. This conclusion is based on the assumption that an occupied building might be constructed over either the soil Organics 1 hot spot or groundwater OW-5/OW-18/OW-25 hot spot where certain organic compounds exceed S-3/GW-2 standards in soil (naphthalene) or GW-2 standards in groundwater (naphthalene, extractable and volatile petroleum hydrocarbon fractions or EPH/VPH fractions). Several constituents of concern identified during the Phase II Comprehensive Site Assessment (CSA) and Supplemental Phase II CSA as exceeding standards have been eliminated following the clean-out of the former MGP structures and implementation of the modified GW-2 standards contained in the April 3, 2006 revisions to the MCP. However, this does not affect the outline of the hot spot as naphthalene and various EPH/VPH fractions are still present in soil and groundwater at concentrations which exceed S-3/GW-2 or GW-2 across the hot spot areas. A condition of No Significant Risk does not currently exist for the DPW Yard property, however, one will be achieved through the implementation of the AUL which restricts construction of occupied buildings within the hot spot areas without appropriate engineering controls unless an LSP renders an Opinion which states that a level of No Significant Risk is maintained at the DPW Yard property consistent with the MCP.
- A condition of No Significant Risk of harm to public welfare and the environment has not been achieved because of current Upper Concentration Limits (UCL) exceedances in soil (total petroleum hydrocarbons and chromium) and groundwater (chromium). These UCL exceedances would need to be addressed to achieve a Permanent Solution; however, it is not currently feasible to do so. Further evaluation of potential remedial actions to eliminate these UCL exceedances will be conducted as part of the five-year Periodic Review of the Temporary Solution required by 310 CMR 40.1051(3)(b).

A Phase IV Remedy Implementation Plan (RIP) presenting the design, construction, and proposed implementation of a Comprehensive Remedial Action (CRA) was prepared and submitted to the MassDEP in September 2003. The CRA included the excavation and consolidation/removal of impacted soil, construction of Engineered Barriers (EBs) and direct contact barriers (DCBs), and in-situ groundwater treatment. Implementation of the remedy began in June 2004 and was completed in September 2005. The As-Built Construction Report and Final Inspection Report, including the Phase IV Completion Statement, were filed with MassDEP on February 15, 2007. The Phase IV Completion Statement listed Phase V Operation, Maintenance and Monitoring (OMM) of the CRA necessary to achieve a Permanent Solution as an outcome of Phase IV activities. This statement applied only to the DPW Yard property, Boston Gas Company property, and AHS property, as the remaining portions of the Site had previously been closed out with Permanent Solutions. Remedial actions (consisting of an Active Remedial Monitoring Program) on the AHS portion of the Site are being conducted under Remedy Operation Status (ROS). Temporary Solutions (Class C-1 Response Action Outcome Statements at the time) were filed with the MassDEP for the Boston Gas Company property and DPW Yard property in October 2007 and semi-annual ROS reports have been submitted since then (Brown and Caldwell 2008-2016). Five-Year Periodic Reviews of the Temporary Solutions for the 53 Grove Street property and DPW Yard property were filed with the MassDEP in November 2012.

Description of Contaminated Media

As previously stated, soil and groundwater samples have been collected from the DPW Yard property as part of previous environmental investigations at the Site. The primary COCs on the DPW Yard property are chromium (total and hexavalent chromium), lead, petroleum hydrocarbons, polycyclic aromatic hydrocarbons (PAHs), and volatile organic compounds (VOCs). OHM from various sources has become commingled in a number of locations.

The following constituents have been detected in soil and groundwater on the Site:

Contaminant	Range of Detected Concentrations in Soil (mg/kg)	Range of Detected Concentrations in Groundwater (mg/L)
Total chromium	21 to 39,000	0.03 to 63
Hexavalent chromium	1.5 to 6,790	0.0016 to 100
Lead	1 to 1,580	0.0014 to 0.0067
Zinc	25 to 176	0.0087 to 0.018
Cyanide (1)	0.33 to 160	0.02 to 15
VOCs	0.0052 to 260	0.001 to 16

Contaminant	Range of Detected Concentrations in Soil (mg/kg)	Range of Detected Concentrations in Groundwater (mg/L)
PAHs	0.0045 to 2,600	0.00012 to 9.95
EPH Fractions (2)	36 to 3,300	0.27 to 5.5
VPH Fractions (3)	1.1 to 1,700	0.027 to 3.2
TPH	2.6 to 42,000	0.008 to 17
Notes: (1) Cyanide analyses included total cyanide, amenable cyanide and physiologically available cyanide (2) EPH = Extractable petroleum hydrocarbons. Detected EPH fractions included C11-C22 aromatics, C19-C36 aliphatic and C9-C18 aliphatics. (3) VPH = Volatile petroleum hydrocarbons. Detected VPH fractions included C9-C10 aromatics, C5-C8 aliphatic and C9-C12 aliphatics.		

As described in the Phase II CSA (1999) and Supplemental Phase II CSA Reports (2001 and 2004) and ROS and Post-Class C RAO Status Reports (Brown and Caldwell 2008-2016):

- High concentrations of petroleum (EPH/VPH fractions and TPH), naphthalene, and 2-methylnaphthalene were detected in deep soil and groundwater down-gradient of the former DPW Yard property underground storage tank (UST) and the former MGP aboveground storage tank (AST). High concentrations of these constituents were also detected down-gradient of the two-story maintenance garage near the former purifier and gas holder.
- Elevated concentrations of benzo(a)pyrene were found in shallow (0-3 feet bgs) soil in the southeast corner DPW Yard property near one of the former gas holders and in groundwater down-gradient of the former DPW Yard property UST and MGP AST.
- The highest concentrations of benzene and cyanide in soil and groundwater were associated with the former purifier located down-gradient of the two-story maintenance garage. This structure was cleaned out as part of the remedy for the Site.
- Chromite ore processing residue (COPR) contaminated soil with elevated total chromium and hexavalent chromium concentrations was found in shallow and deep soil in the north-central portion of the DPW Yard property (adjacent to the 53 Grove Street property), in the southwest portion DPW Yard property (adjacent to the salt shed and storage barn), and between the maintenance garage and AHS football field on the DPW Yard property.
- Elevated concentrations of total chromium and hexavalent chromium in groundwater were found in the southwest portion of the DPW Yard property and between the maintenance garage and AHS football field.

Appendix D
Authorization Page

Proof of authorization to sign AUL will be included when filed.

**SOIL MANAGEMENT PLAN
GUIDANCE**

**51 Grove Street Property
Arlington, MA**

2018

SOIL MANAGEMENT PLAN GUIDANCE

**51 Grove Street Property
(Arlington Department of Public Works Yard)
Arlington, Massachusetts**

2018

Prepared For:

TOWN OF ARLINGTON
730 MASSACHUSETTS AVE
ARLINGTON, MA

**BROWN AND
CALDWELL**

1 Tech Drive, Suite 310
Andover, Massachusetts 01810

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1 INTRODUCTION

1.1 Purpose and Scope

Brown and Caldwell has prepared this Soil Management Plan (SMP) Guidance document on behalf of the Arlington Remedial Action Settlement Trust (the Trust) for the Town of Arlington property located at 51 Grove Street, Arlington, Massachusetts (Figure 1-1). This document is **not** intended to be a stand-alone SMP for the property; rather it is designed to provide guidance for Licensed Site Professionals (LSPs) who will be developing SMPs for specific future activities on the Arlington Department of Public Works property (also herein referred to as "DPW Yard property"). This guidance document provides basic information and issues to be considered during the development of a job-specific SMP for activities that will involve disturbance of soil below the existing buildings and pavement (which exist at the elevations shown on a plan recorded in the Middlesex South District Registry of Deeds in Plan Book _____, Plan _____), and is not within a "clean corridor" or vault. The clean corridors were constructed by excavating existing soil to create an appropriately sized trench (generally 4-feet wide by 6-feet deep for gas lines or 6-feet wide by 6-feet deep for water lines) which was lined and covered with orange plastic fencing to delineate the corridor extent. Once the new utilities were installed, the corridors were backfilled with appropriate materials from clean, off-site sources.

The DPW Yard property is a portion of the larger 51 Grove Street "Site" which encompasses properties currently owned by the Town of Arlington (the Town), Boston Gas Company, and portions of three abutting private properties (Figure 1-2). The Site, which is designated as a Tier 1 site (Permit No. W008727) and has been assigned release tracking number (RTN) 3-4241 by the Massachusetts Department of Environmental Protection (MassDEP). The DPW Yard property was the location of a former manufactured gas plant (MGP) and a former chrome plating manufacturing facility. Most of the historical operations related to this Site occurred on the DPW Yard property (now the Arlington Department of Public Works Yard). Activities on the DPW Yard property has resulted in the release of oil and hazardous materials (OHM) to soil and groundwater. The compounds associated with these releases include polycyclic aromatic hydrocarbons (PAHs), lead, total chromium, and hexavalent chromium.

A Method 3 Risk Characterization (per 310 CMR 40.0990) to characterize the risk of harm to health, public welfare, safety and the environment posed by the entire Site, including the DPW Yard property, was presented in the Phase II Comprehensive Site Assessment (CSA) Report (HLA, 1999). This Risk Characterization was subsequently updated by Harding ESE, Inc. and Cambridge Environmental (for Brown and Caldwell) to address data obtained from supplemental Phase II investigations (Brown and Caldwell, 2003). In addition, the potential contact dermatitis risks associated with direct dermal contact with soil containing hexavalent chromium were characterized by comparing hexavalent chromium soil exposure point concentrations to the Site-specific Allergic Contact Dermatitis (ACD) threshold concentration of 700 mg/kg.

The following summary of the key risk assessment findings for the DPW Yard property includes a discussion of actions taken during the Phase IV implementation, or subsequent actions, to address previously identified risks:

- No Imminent Hazard conditions exist for human health, safety, public welfare, or the environment (this was also true for the entire Site).
- Under current and continuing land use and site conditions, a condition of No Significant Risk exists for DPW maintenance workers. However, under unrestricted future land use conditions (assuming the existing pavement is removed) cancer risks for DPW maintenance workers exceed the Massachusetts Contingency Plan (MCP) cumulative risk limits; therefore, a condition of No Significant Risk does not exist. In addition, under the same unrestricted future land use scenario the presence of hexavalent chromium at concentrations above the Site-specific ACD threshold concentration of 700 mg/kg in shallow soils constitutes a potential future Substantial Hazard (due to non-cancer risk associated with the potential acute allergic response that may occur in individuals who are allergic to chromium and have been previously sensitized). The installation of the asphalt pavement and the presence of the buildings constitute a Direct Contact Barrier (DCB) which can be found as Exhibit G (Barrier Locations) filed with the Activity and Use Limitations (AUL) which eliminates potential exposure to impacted soil (dermal, ingestion, inhalation) and inhalation of vapors. Therefore, the revised Site Operation, Maintenance and Monitoring Plan (OMMP), submitted to MassDEP on June 4, 2007 and updated May 11, 2015, requires that the pavement and the building slabs be maintained. This requirement has also been memorialized in the Activity and Use Limitation (AUL) being filed for the property. In addition, the AUL requires the use of a HASP and SMP to mitigate exposures to maintenance workers in the event the existing pavement or buildings need to be removed.
- A condition of No Significant Risk does not exist for construction workers under unrestricted future land use conditions, due to non-cancer risks associated with exposure to impacted soil in the hot spot areas shown on Figure 1-3. This conclusion is based on the assumption that construction/excavation might proceed without a HASP and SMP to mitigate exposures to excavation workers. The AUL requires that non-emergency excavation/construction activities outside the clean corridors be conducted in accordance with a project-specific HASP and SMP thereby eliminating the risk.
- Under current and continuing land use, the presence of hexavalent chromium at concentrations above the Site-specific ACD threshold concentration of 700 mg/kg in potentially accessible soils near former underground utility corridors constituted a Substantial Hazard for utility workers. Critical utilities (water and gas lines) were relocated into clean corridors (shown on Figure 1-4) as part of the Phase IV Remedy Implementation thereby eliminating the Substantial Hazard. Those utilities which could not be relocated (i.e. sewer lines) were rehabilitated to reduce the likelihood that future maintenance involving excavation would be required. The AUL requires the use of a HASP and SMP to mitigate exposures to utility workers in the event that non-emergency excavation outside the clean corridors is necessary.
- A condition of No Significant Risk exists for current and continuing land use for DPW office workers in the existing buildings. However, under unrestricted future land use conditions, cancer and non-cancer risks associated with vapor inhalation exceed MCP cumulative risk limits. This conclusion is based on the assumption that an occupied building might be constructed over either the soil Organics 1 hot spot or groundwater OW-5/OW-18/OW-25 hot spot (Figure 1-3) where certain organic compounds exceed S-3/GW-2 standards in soil (naphthalene) or GW-2 standards in groundwater (naphthalene, extractable and volatile petroleum hydrocarbon fractions or EPH/VPH fractions). Several constituents of concern identified during the Phase II

CSA and Supplemental Phase II CSA (Brown and Caldwell 2003) as exceeding standards have been eliminated following the clean-out of the former MGP structures and implementation of the modified GW-2 standards contained in the April 3, 2006 revisions to the MCP. However, this does not affect the outline of the hot spot as naphthalene and various EPH/VPH fractions are still present in soil and groundwater at concentrations which exceed S-3/GW-2 or GW-2 across the hot spot areas. A condition of No Significant Risk does not currently exist, however, one will be achieved through the implementation of the AUL which restricts construction of occupied buildings within the hot spot areas without appropriate engineering controls unless a LSP renders an Opinion which states that a condition of No Significant Risk is maintained at the DPW Yard Property consistent with the MCP.

- A condition of No Significant Risk of harm to public welfare and the environment has not been achieved because of current UCL exceedances in soil (total petroleum hydrocarbons and chromium) and groundwater (chromium). These UCL exceedances would need to be addressed to achieve a Permanent Solution; however, it is not currently feasible to do so. Further evaluation of potential remedial actions to eliminate these UCL exceedances will be conducted as part of the five-year Periodic Review of the Temporary Solution required by 310 CMR 40.1051(3)(b) until such time as a Permanent Solution is achieved.

The SMP Guidance has been prepared, in accordance with applicable regulations outlined in the MCP (310 CMR 40.0000), with the following user groups in mind:

- Town of Arlington Department of Public Works (DPW);
- Massachusetts Water Resource Authority (MWRA);
- Contractors; and
- Massachusetts Department of Environmental Protection (MassDEP) and other relevant agencies.

Activities involving the disturbance of soil **outside the existing clean corridor** at the DPW Yard property may encounter substances containing contaminants which exceed MassDEP guidelines for protection of human health and the environment. Unless special precautions are taken, the presence of the contaminants in soil could potentially lead to chemical exposure to workers, the community or the environment, should they come into contact with the soil.

The purpose of this SMP Guidance is to aid an LSP in establishing a set of standards and work practices that will reduce potential exposure to or migration/spread of contaminants which may be encountered during excavation activities. A copy of this SMP Guidance shall be maintained at the offices of the Arlington Department of Public Works located at 51 Grove Street, Arlington, Massachusetts.

1.2 Property Description

The DPW Yard property, located at 51 Grove Street, Arlington, Massachusetts (Figure 1-1), is used for municipal administrative offices and as an operations center for DPW activities, including vehicle fueling, maintenance, storage, and sand/salt storage. The DPW Yard property is bordered to the south and east by the Arlington High School property and to the west by Grove Street. To the north, the DPW Yard

property is bordered by the Boston Gas Company gas regulator station at 53 Grove Street and the Minuteman Bikeway which occupies the former Boston & Maine Railroad Lexington Branch rail corridor.

Soil and groundwater samples have been collected from the DPW Yard property as part of earlier environmental investigations for the larger Site. These investigations are described in detail in the Phase I Initial Site Investigation Report (RETEC, 1997), the Phase II CSA Report (HLA, 1999), the two subsequent Supplemental CSA Reports (Harding ESE, 2001 and Brown and Caldwell, 2003), and two Remedy Operation Status (ROS) and Post-Class C Response Action Outcome (RAO) Status Reports (Brown and Caldwell, 2008-2016). Additional details pertaining to the DPW Yard property can also be found in the Class C-1 RAO Statement (Brown and Caldwell, 2007) and Five-Year Periodic Review of the Temporary Solution (Brown and Caldwell, 2012). Soil boring and monitoring well locations are shown on the detailed plan included as Figure 1-3. The approximate locations of the clean corridors and the former MGP purifier and tar separator box are shown on Figure 1-4. The following constituents have been detected in soil and groundwater on the Site:

Contaminant	Range of Detected Concentrations in Soil (mg/kg)	Range of Detected Concentrations in Groundwater (mg/L)
Total chromium	21 to 39,000	0.03 to 63
Hexavalent chromium	1.5 to 6,790	0.0016 to 100
Lead	1 to 1,580	0.0014 to 0.0067
Zinc	25 to 176	0.0087 to 0.018
Cyanide (1)	0.33 to 160	0.02 to 15
VOCs	0.0052 to 260	0.001 to 16
PAHs	0.0045 to 2,600	0.00012 to 9.95
EPH Fractions (2)	36 to 3,300	0.27 to 5.5
VPH Fractions (3)	1.1 to 1,700	0.027 to 3.2
TPH	2.6 to 42,000	0.008 to 17
Notes: (1) Cyanide analyses included total cyanide, amenable cyanide and physiologically available cyanide (2) EPH = Extractable petroleum hydrocarbons. Detected EPH fractions included C11-C22 aromatics, C19-C36 aliphatic and C9-C18 aliphatics. (3) VPH = Volatile petroleum hydrocarbons. Detected VPH fractions included C9-C10 aromatics, C5-C8 aliphatic and C9-C12 aliphatics.		

1.3 Contact List

The person listed below can be contacted for more information concerning this property:

ARLINGTON DEPARTMENT OF PUBLIC WORKS

51 Grove Street
Arlington, Massachusetts 02476

Contact: Michael Rademacher, DPW Director
Telephone: (781) 316-3108
Fax: (781) 316-3281
Email: mrademacher@town.arlington.ma.us

1.4 Licensed Site Professional (LSP) of Record:

BROWN AND CALDWELL
One Tech Drive, Suite 310
Andover, MA 01810

Contact: Charles F. Myette, LSP
Telephone: (978) 983-2042
Fax: (978) 794-0534
Email: cmyette@brwnncald.com

2 SOIL MANAGEMENT REQUIREMENTS

This document is **not** intended to be a stand-alone SMP for the property; rather it is designed to provide guidance for LSPs who will be developing SMPs for specific future activities on the DPW Yard property. This section of the SMP Guidance describes general procedures to address impacted and potentially impacted soils during future underground utility and/or construction activities. Any soil outside of the clean corridor on the property that is excavated, stored, re-used on-site, transported and disposed of shall be handled in accordance with a job-specific SMP developed by an LSP and in accordance with 310 CMR 40.0030, Management Procedures for Remediation Waste. The SMP shall include appropriate procedures and requirements for the protection of human health, safety, public welfare, and the environment based on the specific activities to be performed.

Activities involving the disturbance of soil outside the existing clean corridor may encounter substances containing contaminants which exceed MassDEP guidelines for protection of human health and the environment. Unless special precautions are taken, the presence of the contaminants in soil could potentially lead to chemical exposure to workers, and ultimately the community or the environment, should they come into contact with the soil.

Prior to the start of any planned excavation and as soon as practical after emergency excavation, the person planning to conduct activities which may disturb soil shall contact the Arlington Department of Public Works Contact (identified in Section 1.3) and inform them of the nature, scope and timing of the planned activities. This includes the location for the excavation, the anticipated size and depth of the excavation, the duration that the excavation will be open, the expected volume of soil to be excavated, and the ultimate disposal location for any soil to be transported off the property. It is the responsibility of the person planning the excavation to secure all necessary permits and comply with all applicable Local, State, and Federal agencies' requirements. Due to the presence or potential presence of contaminated soils, fill and/or other materials beneath the buildings and pavement on the DPW Yard property, it is required that personnel conducting excavation activities be trained under the OSHA HAZWOPER standard (29 CFR 1910.120). However, it is responsibility of the person conducting the activities to determine the appropriate level of training required for a specific task.

2.1 Excavation

Soil excavation shall be conducted in a manner that minimizes the potential for handling of impacted and potentially impacted soils, inadvertent releases to the environment and unsafe conditions for on-site and off-site receptors. If appropriate, erosion and sediment controls (e.g. hay bales, silt fencing, geotextiles, etc.) shall be an integral part of the excavation sequence and shall be required to be in place prior to commencing soil excavation activities. Due to the potential presence of COPR, it may be necessary to implement an active dust control program to prevent the generation and migration of fugitive dust from the property. The dust control program may include any or all of the following: wetting of soils and equipment during excavation/loading activities, wetting soil within open excavations, covering excavations and stockpiles with polyethylene sheeting and/or spraying with foam or hygroscopic salts, and monitoring of particulate levels at the perimeter of the work area. The specific

dust control measures employed, if any, shall be determined by the site safety officer and an LSP based on the specific task to be performed.

All excavation equipment (e.g. hand tools, machinery, sheeting and shoring devices, etc.) shall be properly decontaminated at the end of its use to prevent any contamination from migrating from the property. At a minimum, this includes the removal of any visible accumulations of soil on equipment surfaces or tires either manually or through the use of a high-pressure water spray. Decontamination shall be performed either over the excavation area or in a specially constructed decontamination pad located on the property. In the event that a decontamination pad is to be used, the details for such decontamination pad shall be submitted to the LSP developing the plan and overseeing the work for review and approval.

Excavation activities shall be immediately halted and the LSP for the excavation work and the Arlington Department of Public Works Contact shall be immediately notified in the event that any of the following occurs:

- a drum, tank or other container for oil or hazardous material is encountered during the excavation activities;
- grossly contaminated soils are encountered. Grossly contaminated soils include soils containing visible COPR (yellow-green stained soils) or other abnormal staining, non-aqueous phase liquid (NAPL or product), and/or strong petroleum, coal tar, or other chemical odors.

Of special note, in the event that MWRA is required to gain access to sewer pipes on the site, MWRA will penetrate the Direct Contact barrier to conduct the work, and backfill up to the level of the base of that barrier. The Trust will replace the Direct Contact Barrier at its own cost. MWRA will reuse existing soils as backfill to the extent practicable. Excess soils that require off-site disposal as hazardous material will be stockpiled for disposal by the Trust.

2.2 Soil Storage

All excavated soil shall be managed in accordance with the provisions of 310 CMR 40.0030. The soil shall be stored on the property in a secure manner to prevent exposure to humans and the environment.

At a minimum excavated soil shall be staged on an impervious material (e.g., polyethylene sheeting or paved surface) and in a manner that minimizes the potential for contact with water, wind, equipment, or traffic. When not in use, stockpiles should be covered with polyethylene sheeting (with a minimum thickness of 6 mil) to minimize the infiltration of precipitation, volatilization of contaminants and erosion of the stockpile. The polyethylene sheeting cover shall be properly secured and possess the necessary physical strength to resist tearing by the wind. If the cover does become damaged or displaced, it must be replaced or secured. Stockpiles should be managed to promote proper drainage of precipitation off or around the stockpiles. Hay bales or an earthen berm may be required to surround the stockpile. Water tight containers may be used in lieu of stockpiles provided that the top of the container can be securely covered.

Handling of excavated material should be kept to a minimum to reduce the potential for contaminants being released to the environment. Excavated soil to be replaced in the hole shall be: a) staged as close

to the excavation area as practical, and b) returned to the excavation as soon as practical. Excavated soil must not be stored on the property for longer than 120 days. If the soil is a hazardous waste as defined by 310 CMR 30.000, the soil shall be transported off the property within 90 days.

2.3 Backfill

Whenever feasible and if not grossly contaminated, the excavated soil should be returned to the original excavation and compacted sufficiently to minimize subsequent settlement. Geotechnical unsuitable material (e.g. boulders, debris, etc.) should be stockpiled separately or containerized in a clean container, sampled (if necessary), and disposed of off the property. Backfilling with excavated soil should continue until pre-excavation grades have been matched as closely as possible (or required sub-grades have been achieved). Any additional soil needed to complete site restoration shall be clean fill from an off-site source. Any pavement or surface cover material that is removed as part of the excavation should be replaced as quickly as possible, and at most within 30 days, of backfilling the excavation.

2.4 Off-Site Disposition of Excess Soil

As indicated above, every attempt should be made to reuse excavated soil on the property. If the excavated soils will not be returned to the excavation, then the person conducting the excavation will contact the Arlington Department of Public Works Contact for guidance in proper handling and disposal of the soils. Any excess soils that cannot be reused on the property shall be managed in accordance with the provisions of 310 CMR 40.0030. Potential reuse, recycling or disposal facilities should be identified based on available data prior to starting any excavation activities. In accordance with MassDEP policies and guidance, the use of technologies that destroy, detoxify or treat OHM or reuse/recycling of contaminated soil (e.g. reuse as daily cover/contour material at a Massachusetts landfill or recycling via asphalt batching or thermal desorption), are preferred to disposal of the material at a landfill.

The reuse/recycling/disposal facility and sampling plan (including the list of required parameters) shall be submitted to the Arlington Department of Public Works Contact for approval prior to the start of the excavation project. The soil must be sampled and analyzed for the parameters required by the receiving facility. The results of the laboratory analysis shall be submitted to the Arlington Department of Public Works Contact for review after receipt from the laboratory.

All soil transported off the property shall be accompanied by the required paper work, waste profiles, manifests and/or Bills-of-Lading (BOL). If the soil can be managed under the MCP using the BOL process, then a LSP shall prepare a BOL and submit the BOL to the Arlington Department of Public Works Contact for review and approval one week before the soil is to be transported. If the soil is determined to be a listed or characteristic hazardous waste, a LSP shall consult with the Arlington Department of Public Works Contact regarding the preparation of a Uniform Hazardous Waste Manifest and other necessary documentation. Excess excavated soil shall not be transported from the property without a properly prepared and signed BOL or Uniform Hazardous Waste Manifest. The soil shall be stored on the property in stockpile(s) as described above in Section 2.2 until the soil is transported from the property.

All soils that are transported upon public roadways shall be covered to minimize fugitive dust, and where necessary, truck tire and undercarriage washing shall be employed to minimize tracking soils onto public roadways.

2.5 Construction Dewatering

Construction dewatering and groundwater management (Section 2.6) will be required in areas where soil excavation is advanced below the water table. Areas that require excavation below the water table may be surrounded with temporary sheeting to minimize the amount of dewatering. Dewatering may be completed by pumping from open excavations or pits within or immediately adjacent to the excavations to remove groundwater seepage and/or rainwater which accumulates in open excavations (although every effort should be made to minimize the accumulation of rainwater).

Dewatering systems shall be designed to:

1. Lower water table within excavation areas to the required bottom of excavation and to allow for visual inspection of the excavation bottom.
2. Relieve hydrostatic pressures to eliminate risk of uplift or other instability of excavation.
3. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
4. Maintain stability of excavation sidewalls.

2.6 Groundwater Management

The existing groundwater data, and future groundwater data obtained as part of construction planning (if any), will be used to determine whether groundwater can be recharged under 310 CMR 40.0045(6) (i.e., groundwater with non-reportable concentrations of oil and/or hazardous material). Groundwater that meets those requirements may be returned to the subsurface at the property in accordance with 310 CMR 40.0045(6).

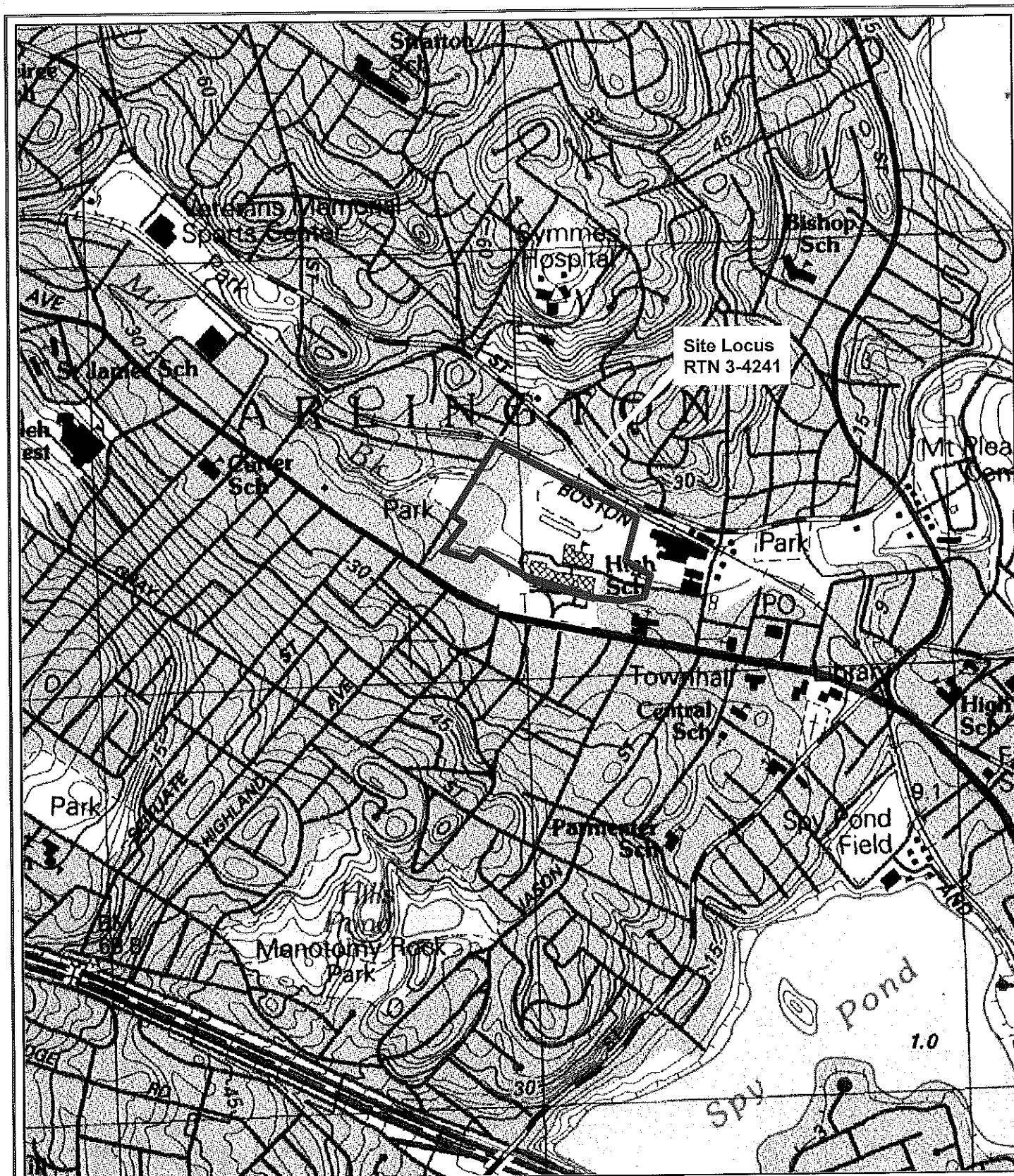
Pumped groundwater that is remedial wastewater (as defined in 310 CMR 40.0006), may be discharged to the ground surface or subsurface provided that the applicable requirements of 310 CMR 40.0045 are met. Alternatively, pumped groundwater may be discharged to the Town of Arlington storm sewer system (under the National Pollutant Discharge Elimination System (NPDES) program) by obtaining a site specific permit or may be collected in appropriate storage containers (e.g., drums or fractionation tanks) for characterization and off-site disposal.

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Brown AND Caldwell

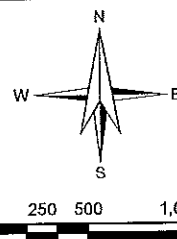
1 Tech Drive, Suite 310
Andover, Massachusetts, 01810
Tel. (978) 794-0336 Fax. (978) 794-0534

Note: USGS Quad Maps obtained from
MassGIS scanned 5-CDset, dated July
1996.

FIGURE 1-1 SITE LOCATION MAP

51 Grove Street Site (RTN 3-4241)
Arlington, Massachusetts

Prepared for:
Arlington Remedial Action
Settlement Trust



Date: 10/25/2012

Project: 14339

Scale: 1" = 1,000'

File: 51Grove_Locus

NOTE:
PROPERTY BOUNDARIES FOR 25/27 GROVE
STREET ARE TAKEN FROM TOWN OF
ARLINGTON ASSESSORS MAPS.

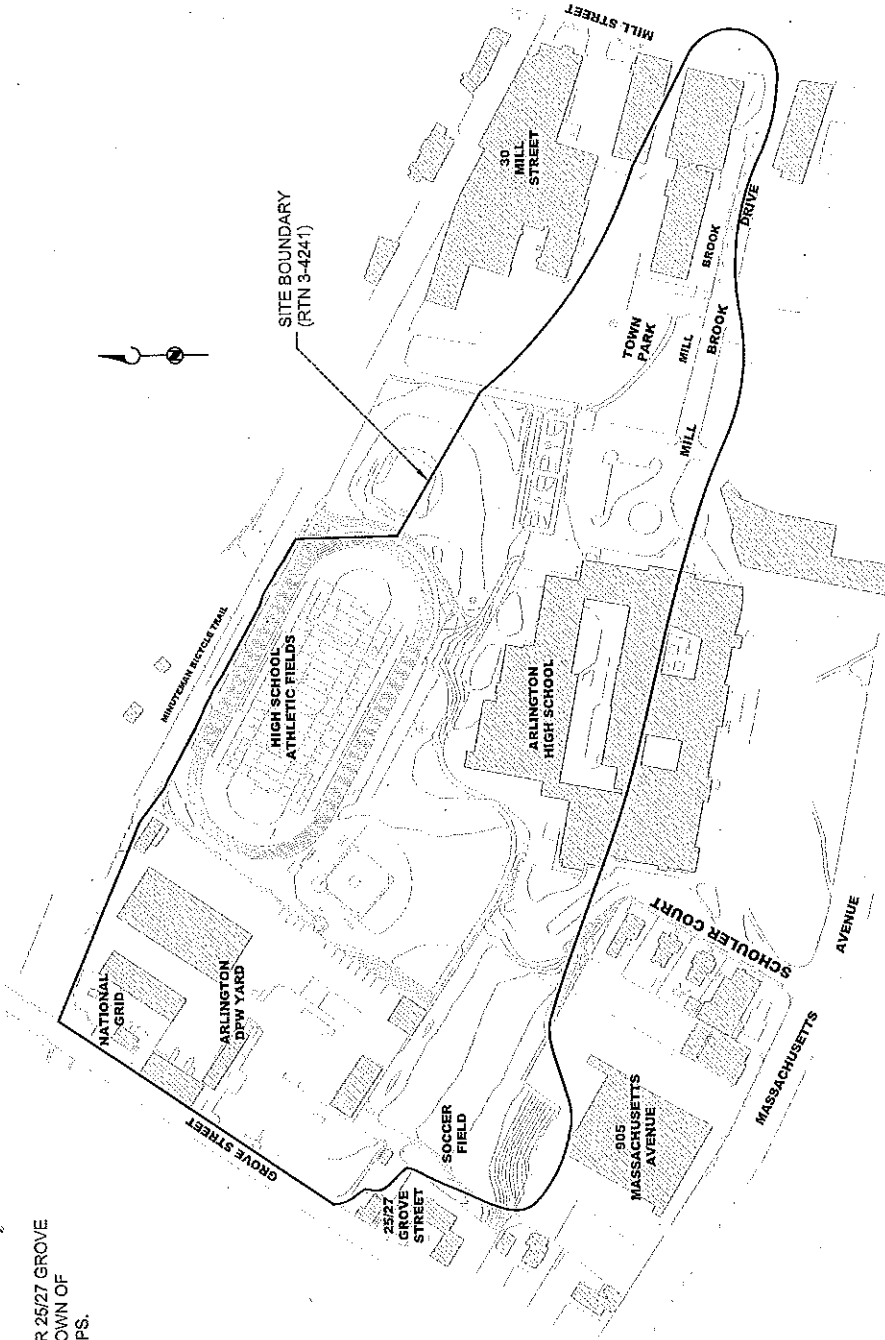


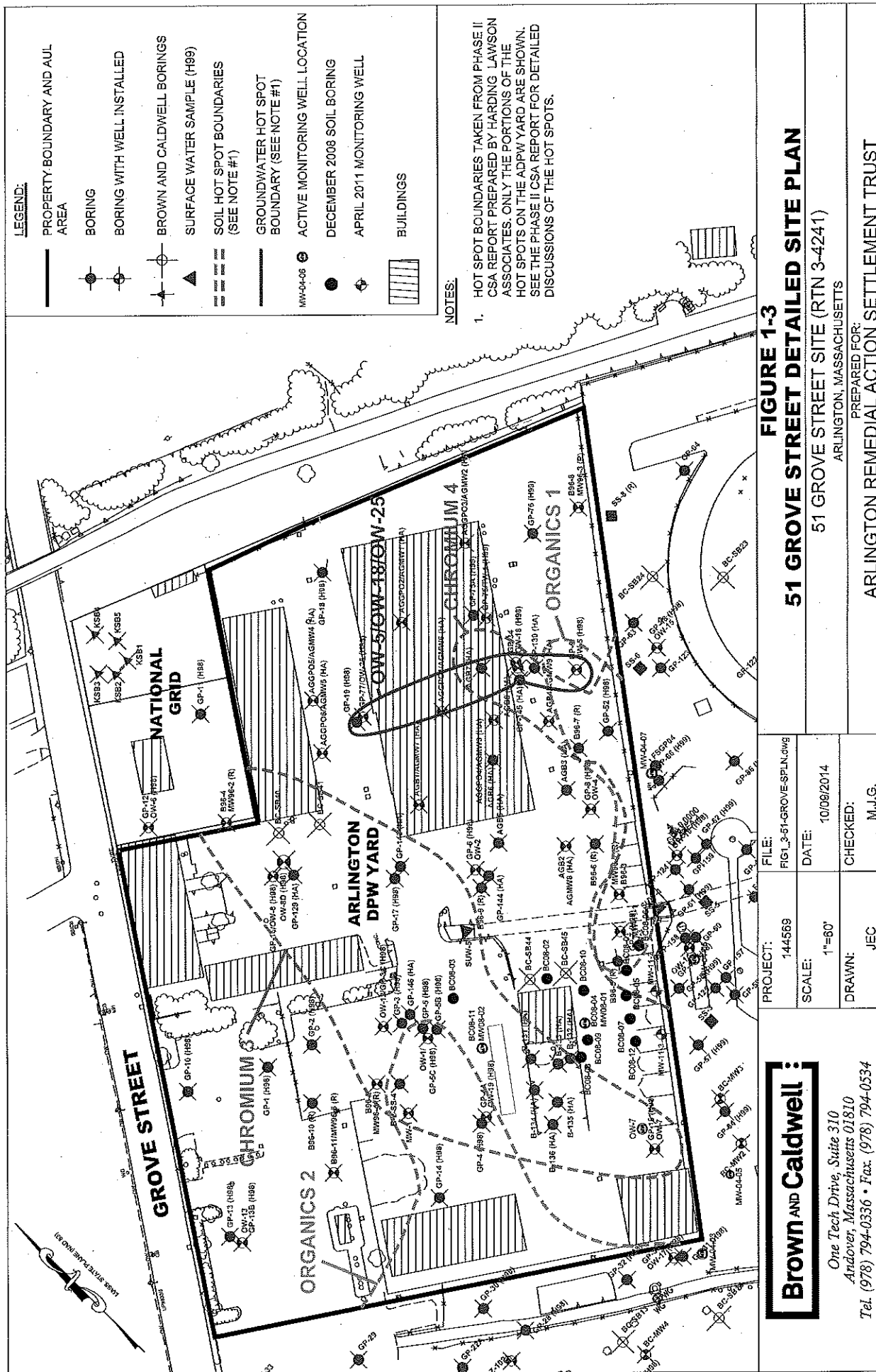
FIGURE 1-2 SITE PLAN

BROWN AND CALDWELL 151 Camporelli Drive, Suite B Middleborough, Massachusetts 02346 Tel. (508) 923-0879 • Fax. (508) 923-0894	PROJECT:	122491	FILE:	Fig 1-2 Site Plan_7-09
	SCALE:	1"=200'	DATE:	7-24-09
	DRAWN:	R.J.F.	CHECKED:	M.J.G.

51 GROVE STREET SITE (RTN 3-4241)

ARLINGTON, MASSACHUSETTS

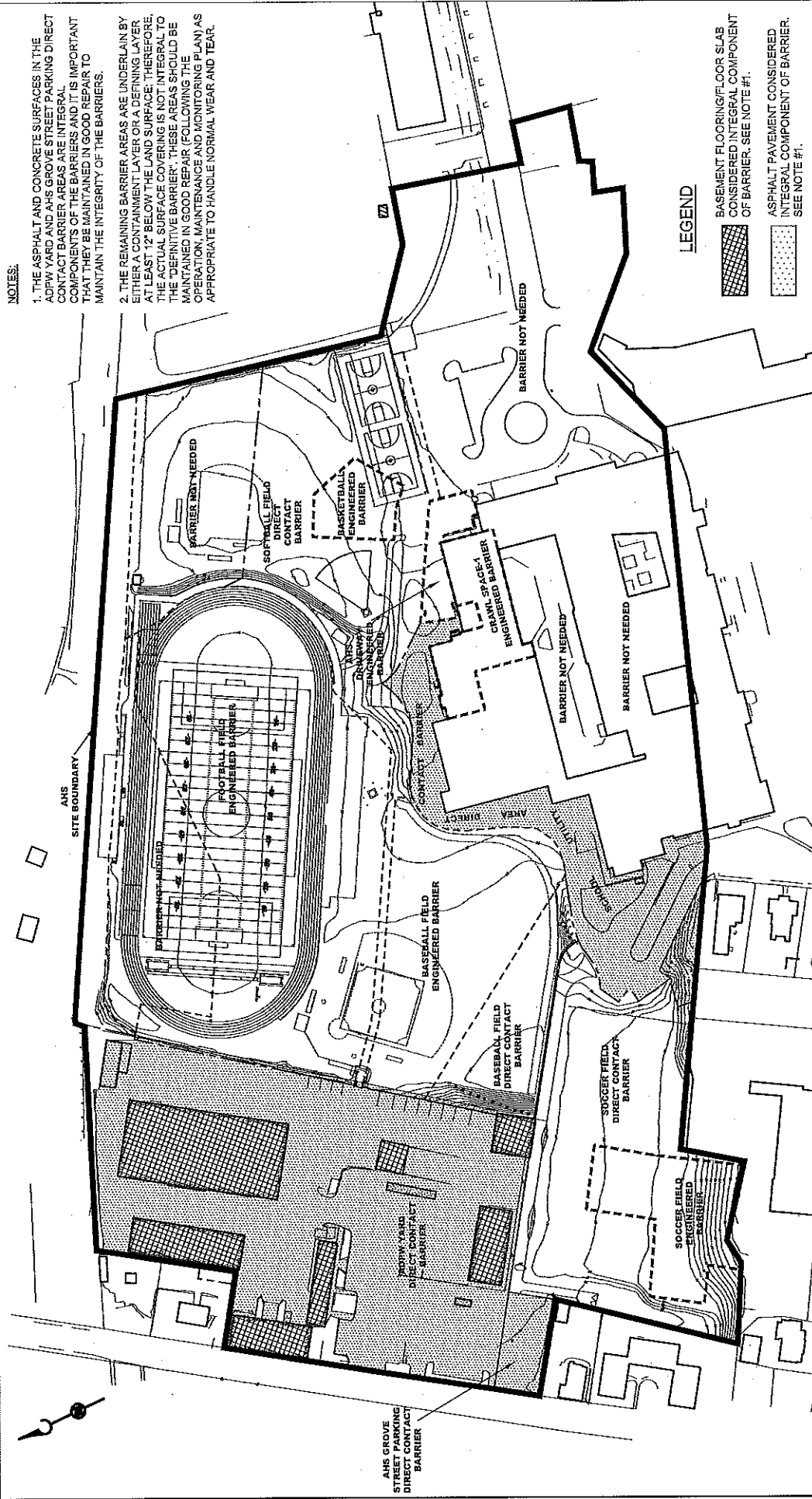
PREPARED FOR:
ARLINGTON REMEDIAL ACTION SETTLEMENT TRUST



NOTES:

1. THE ASPHALT AND CONCRETE SURFACES IN THE ADJACENT AND GROVE STREET PARKING CONTACT BARRIER AREAS ARE INTEGRAL COMPONENTS OF THE BARRIERS AND IT IS IMPORTANT THAT THEY BE MAINTAINED IN GOOD REPAIR TO MAINTAIN THE INTEGRITY OF THE BARRIERS.

2. THE REMAINING BARRIER AREAS ARE UNDERLAIN BY EITHER CONTINUOUS LAYER OR A DEFINING LAYER AT LEAST 12" BELOW THE SURFACE. THEREFORE, THE ACTUAL SURFACE COUSING IS NOT INTEGRAL TO THE DEFINITIVE BARRIER. THESE AREAS SHOULD BE MAINTAINED IN GOOD REPAIR FOLLOWING PLAN AS OPERATION, MAINTENANCE AND MONITORING PLAN AS APPROPRIATE TO HANDLE NORMAL WEAR AND TEAR.



LEGEND

- BASEMENT FLOORING/FLOOR SLAB CONSIDERED INTEGRAL COMPONENT OF BARRIER, SEE NOTE #1.
- ASPHALT PAVEMENT CONSIDERED INTEGRAL COMPONENT OF BARRIER, SEE NOTE #1.

**FIGURE 1-4
BARRIER LOCATION PLAN**

51 GROVE STREET SITE
ARLINGTON, MASSACHUSETTS

PREPARED FOR:

ARLINGTON REMEDIAL ACTION SETTLEMENT TRUST

PROJECT:	FILE:
122491	149562-EXHIBIT_G.DWG
SCALE:	DATE:
1"=120'	5/15/2018
DRAWN:	CHECKED:
R.J.F.	M.J.G.

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**HEALTH AND SAFETY PLAN
GUIDANCE**

**DPW Yard property
(Arlington Department of Public Works)
Arlington, MA**

2018

HEALTH AND SAFETY PLAN GUIDANCE

**DPW Yard property
Arlington Department of Public Works
Arlington, Massachusetts**

2018

Prepared For:

**TOWN OF ARLINGTON
730 MASSACHUSETTS AVE
ARLINGTON, MA**

**BROWN AND
CALDWELL**

**1 Tech Drive, Suite 310
Andover, Massachusetts 01810**

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BROWN AND CALDWELL

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1 INTRODUCTION

1.1 Purpose and Scope

Brown and Caldwell has prepared this Health and Safety Plan (HASP) Guidance document on behalf of the Arlington Remedial Action Settlement Trust (the Trust) for the Arlington Department of Public Works property (DPW Yard property) located at 51 Grove Street, Arlington, Massachusetts (Figure 1-1). This document is **not** intended to be a stand-alone HASP for the property; rather it is designed to provide guidance for Certified Industrial Hygienists, or other qualified individuals sufficiently trained in worker health and safety requirements, which will be developing project-specific HASPs for specific future activities on the DPW Yard property. Brown and Caldwell has developed a separate guidance document for use by Licensed Site Professionals (LSPs) in preparing Soil Management Plans (SMPs). This HASP guidance document provides basic information and issues to be considered during the development of a job-specific HASP for activities that will involve disturbance of soil below the existing buildings or pavement (which exist at the elevations shown on a plan recorded in the Middlesex South District Registry of Deeds in Plan Book _____, Plan _____), that is not within a "clean corridor" or vault. The clean corridors were constructed by excavating existing soil to create an appropriately sized trench (generally 4-feet by 6-feet for gas lines or 6-feet by 6-feet for water lines) which was lined with orange plastic fencing to delineate the corridor extent. Once the new utilities were installed, the corridors were backfilled with appropriate materials from clean, off-site sources.

The DPW Yard property is a portion of the larger 51 Grove Street "Site" which encompasses properties currently owned by the Town of Arlington (the Town), Boston Gas Company, and portions of three abutting private properties (Figure 1-2). The DPW Yard property The Site is designated as a Tier 1 site (Permit No. W008727) and has been assigned release tracking number (RTN) 3-4241 by the Massachusetts Department of Environmental Protection (MassDEP). The DPW Yard property was the location of a former manufactured gas plant (MGP) and a former chrome plating manufacturing facility. Most of the historical operations related to the Site occurred on the DPW Yard property (now the Arlington Department of Public Works Yard). Activities on the DPW Yard property has resulted in the release of oil and hazardous materials (OHM) to soil and groundwater. The compounds associated with these releases include polycyclic aromatic hydrocarbons (PAHs), lead, total chromium, and hexavalent chromium.

A Method 3 Risk Characterization (per 310 CMR 40.0990) to characterize the risk of harm to health, public welfare, safety and the environment posed by the Site, including the DPW Yard property, was presented in the Phase II Comprehensive Site Assessment (CSA) Report (HLA, 1999). This Risk Characterization was subsequently updated by Harding ESE, Inc. and Cambridge Environmental (for Brown and Caldwell) to address data obtained from supplemental Phase II investigations (Brown and Caldwell, 2003). In addition, the potential contact dermatitis risks associated with direct dermal contact with soil containing hexavalent chromium were characterized by comparing hexavalent chromium soil exposure point concentrations to the Site-specific Allergic Contact Dermatitis (ACD) threshold concentration of 700 mg/kg.

The following summary of the key risk assessment findings for the DPW Yard property includes a discussion of actions taken during the Phase IV implementation, or subsequent actions, to address previously identified risks:

- No Imminent Hazard conditions exist for human health, safety, public welfare, or the environment (this was also true for the entire Site).
- Under current and continuing land use and site conditions, a condition of No Significant Risk exists for DPW maintenance workers. However, under unrestricted future land use conditions (assuming the existing pavement is removed) cancer risks for DPW maintenance workers exceed the Massachusetts Contingency Plan (MCP) cumulative risk limits; therefore, a condition of No Significant Risk does not exist. In addition, under the same unrestricted future land use scenario the presence of hexavalent chromium at concentrations above the Site-specific ACD threshold concentration of 700 mg/kg in shallow soils constitutes a potential future Substantial Hazard (due to non-cancer risk associated with the potential acute allergic response that may occur in individuals who are allergic to chromium and have been previously sensitized). The installation of the asphalt pavement and the presence of the buildings constitute a Direct Contact Barrier (DCB which can be found as Exhibit G Barrier Locations filed with the Activity and Use Limitations (AUL)) which eliminates potential exposure to impacted soil (dermal, ingestion, inhalation) and inhalation of vapors. Therefore, the revised Site wide Operation, Maintenance and Monitoring Plan (OMMP), submitted to MassDEP on June 4, 2007 and updated May 11, 2015, requires that the pavement and the building slabs be maintained. This requirement has also been memorialized in the Activity and Use Limitation (AUL) being filed for the property. In addition, the AUL requires the use of a HASP and SMP to mitigate exposures to maintenance workers in the event the existing pavement or buildings need to be removed.
- A condition of No Significant Risk does not exist for construction workers under unrestricted future land use conditions, due to non-cancer risks associated with exposure to impacted soil in the hot spot areas shown on Figure 1-3. This conclusion is based on the assumption that construction/excavation might proceed without a HASP and SMP to mitigate exposures to excavation workers. The AUL requires that non-emergency excavation/construction activities outside the clean corridors be conducted in accordance with a project-specific HASP and SMP thereby eliminating the risk.
- Under current and continuing land use, the presence of hexavalent chromium at concentrations above the Site-specific ACD threshold concentration of 700 mg/kg in potentially accessible soils near former underground utility corridors constituted a Substantial Hazard for utility workers. Critical utilities (water and gas lines) were relocated into clean corridors (shown on Figure 1-4) as part of the Phase IV Remedy Implementation thereby eliminating the Substantial Hazard. Those utilities which could not be relocated (i.e. sewer lines) were rehabilitated to reduce the likelihood that future maintenance involving excavation would be required. The AUL requires the use of a HASP and SMP to mitigate exposures to utility workers in the event that non-emergency excavation outside the clean corridors is necessary.

- A condition of No Significant Risk exists for current and continuing land use for DPW office workers in the existing buildings. However, under unrestricted future land use conditions, cancer and non-cancer risks associated with vapor inhalation exceed MCP cumulative risk limits. This conclusion is based on the assumption that an occupied building might be constructed over either the soil Organics 1 hot spot or groundwater OW-5/OW-18/OW-25 hot spot (Figure 1-3) where certain organic compounds exceed S-3/GW-2 standards in soil (naphthalene) or GW-2 standards in groundwater (naphthalene, extractable and volatile petroleum hydrocarbon fractions or EPH/VPH fractions). Several constituents of concern identified during the Phase II CSA and Supplemental Phase II CSA (Brown and Caldwell 2003) as exceeding standards have been eliminated following the clean-out of the former MGP structures and implementation of the modified GW-2 standards contained in the April 3, 2006 revisions to the MCP. However, this does not affect the outline of the hot spot as naphthalene and various EPH/VPH fractions are still present in soil and groundwater at concentrations which exceed S-3/GW-2 or GW-2 across the hot spot areas. A condition of No Significant Risk does not currently exist, however one will be achieved through the implementation of the AUL which restricts construction of occupied buildings within the hot spot areas without appropriate engineering controls unless a LSP renders an Opinion which states that a condition of No Significant Risk is maintained at the Site consistent with the MCP.
- A condition of No Significant Risk of harm to public welfare and the environment has not been achieved because of current UCL exceedances in soil (total petroleum hydrocarbons and chromium) and groundwater (chromium). These UCL exceedances would need to be addressed to achieve a Permanent Solution; however, it is not currently feasible to do so. Further evaluation of potential remedial actions to eliminate these UCL exceedances will be conducted as part of the five-year Periodic Review of the Temporary Solution required by 310 CMR 40.1051(3)(b) until such time as a Permanent Solution is achieved.

The HASP Guidance has been prepared, in accordance with applicable regulations outlined in the (MCP) (310 CMR 40.0000), with the following user groups in mind:

- Town of Arlington Department of Public Works (ADPW);
- Massachusetts Water Resource Authority (MWRA);
- Contractors; and
- MassDEP and other relevant agencies.

Activities involving the disturbance of soil **outside the existing clean corridor** at the DPW Yard property may encounter substances containing contaminants which exceed MassDEP guidelines for protection of human health and the environment. Unless special precautions are taken, the presence of the contaminants in soil could potentially lead to chemical exposure to workers, the community or the environment, should they come into contact with the soil.

The purpose of this HASP Guidance is to aid an LSP in establishing a set of standards and work practices that will reduce potential exposure to or migration/spread of contaminants which may be encountered

during excavation activities. A copy of this HASP Guidance shall be maintained at the offices of the Arlington Department of Public Works, 51 Grove Street, Arlington Massachusetts.

1.2 Property Description

The DPW Yard property, located at 51 Grove Street, Arlington, Massachusetts (Figure 1-1), is used for municipal administrative offices and as an operations center for DPW activities, including vehicle fueling, maintenance, storage, and sand/salt storage. The DPW Yard property is bordered to the south and east by the Arlington High School property and to the west by Grove Street. To the north, the DPW Yard property is bordered by the Boston Gas Company d/b/a National Grid (National Grid) gas regulator station at 53 Grove Street and the Minuteman Bikeway which occupies the former Boston & Maine Railroad Lexington Branch rail corridor.

Soil and groundwater samples have been collected from the DPW as part of earlier environmental investigations of the entire Site. These investigations are described in detail in the Phase I Initial Site Investigation Report (RETEC, 1997), the Phase II CSA Report (HLA, 1999), the two subsequent Supplemental CSA Reports (Harding ESE, 2001 and Brown and Caldwell, 2003), and two Remedy Operation Status (ROS) and Post-Class C Response Action Outcome (RAO) Status Reports (Brown and Caldwell, 2009-2016). Additional details pertaining to the DPW Yard property can also be found in the Class C-1 RAO Statement (Brown and Caldwell, 2007), and Five-Year Periodic Review of the Temporary Solution (Brown and Caldwell, 2012). Soil boring and monitoring well locations are shown on the detailed plan included as Figure 1-3. The approximate locations of the clean corridors and the former MGP purifier and tar separator box are shown on Figure 1-4. The following constituents have been detected in soil and groundwater Site wide:

Contaminant	Range of Detected Concentrations in Soil (mg/kg)	Range of Detected Concentrations in Groundwater (mg/L)
Total chromium	21 to 39,000	0.03 to 63
Hexavalent chromium	1.5 to 6,790	0.0016 to 100
Lead	1 to 1,580	0.0014 to 0.0067
Zinc	25 to 176	0.0087 to 0.018
Cyanide (1)	0.33 to 160	0.02 to 15
VOCs	0.0052 to 260	0.001 to 16
PAHs	0.0045 to 2,600	0.00012 to 9.95
EPH Fractions (2)	36 to 3,300	0.27 to 5.5

Contaminant	Range of Detected Concentrations in Soil (mg/kg)	Range of Detected Concentrations in Groundwater (mg/L)
VPH Fractions (3)	1.1 to 1,700	0.027 to 3.2
TPH	2.6 to 42,000	0.008 to 17
Notes: (1) Cyanide analyses included total cyanide, amenable cyanide and physiologically available cyanide (2) EPH = Extractable petroleum hydrocarbons. Detected EPH fractions included C11-C22 aromatics, C19-C36 aliphatic and C9-C18 aliphatics. (3) VPH = Volatile petroleum hydrocarbons. Detected VPH fractions included C9-C10 aromatics, C5-C8 aliphatic and C9-C12 aliphatics.		

1.3 Contact List

The person listed below can be contacted for more information concerning this property:

ARLINGTON DEPARTMENT OF PUBLIC WORKS

51 Grove Street

Arlington, Massachusetts 02476

Contact: Michael Rademacher, DPW Director

Telephone: (781) 316-3108

Fax: (781) 316-3281

Email: mrademacher@town.arlington.ma.us

1.4 Licensed Site Professional (LSP) of Record:

BROWN AND CALDWELL

One Tech Drive, Suite 310

Andover, MA 01810

Contact: Charles F. Myette, LSP

Telephone: (978) 983-2042

Fax: (978) 794-0534

Email: cmyette@brwnclld.com

2 HEALTH AND SAFETY PLAN REQUIREMENTS

This document is **not** intended to be a stand-alone HASP for the property; rather it is designed to provide guidance for Certified Industrial Hygienists, or other qualified individuals, who will be developing HASPs for specific future activities on the DPW Yard property. A separate guidance document has been developed for use in preparing SMPs. Any activities other than emergency utility repair involving the disturbance of soil outside the clean corridor shall be conducted in accordance with a SMP and a job-specific HASP which shall include, at a minimum, the following elements: hazard assessment and risk analysis, personnel training requirements, personal protection equipment to be used, monitoring devices and procedures, site control measures, decontamination plan, and emergency/contingency plan.

This document provides general information on the known chemicals of concern and describes general procedures to address potential risk associated with exposure to impacted and potentially impacted soils during future underground utility and/or construction activities. The objective of these procedures is to minimize the risk of exposure to hazardous substances by identifying, evaluating and controlling potential safety and health hazards. The HASP must address those site activities and factors which impact health, safety, and the environment during the construction period. These include site activities which can cause migration of site products such as dusts and vapors to off-site locations.

2.1 General Requirements

Prior to the start of any planned excavation and as soon as practical after emergency excavation, the Arlington Department of Public Works, Contractor or other person planning to conduct activities which may disturb soil shall contact the Arlington Department of Public Works (Section 1.3) and inform them of the nature, scope and timing of the planned activities. Arlington Department of Public Works, the Contractor or other person conducting activities shall be responsible for preparing and implementing the HASP which shall apply to all the personnel on-site who may come into contact with soil. The HASP shall be prepared in accordance with the most recent editions of the standards and references (e.g., those promulgated by Federal OSHA, NIOSH, ACGIH, etc.) applicable to the planned activities. The HASP must be developed before proceeding with site activities.

2.2 Chemical Hazard Analysis

Chemicals of concern (COCs) on the DPW Yard property are metals and metal ores (including hexavalent chromium, total chromium and lead associated with COPR-impacted soils) and MGP residuals such as coal tar containing PAHs. COPR-impacted soils can generally be identified by distinctive green-yellow staining. Analytical data can be found in the response action documents listed in Section 1.2. The observed range of concentrations for the primary COCs on the property can be found in the table located in Section 1.2.

Based on the available information, the two principal pathways of concern with respect to DPW Yard Property COCs are inhalation of dust and dermal contact. The Method 3 Risk Characterizations for the Site indicated that contact with groundwater did not pose a risk to human receptors. Any activities that

disturb soil outside of the existing clean corridor are subject to a job-specific SMP which shall include appropriate engineering controls to mitigate the generation of fugitive dusts. The job-specific HASP prepared in conjunction with the SMP shall contain appropriate general guidelines and specific actions to provide a safe work place, as well as to safeguard the surrounding community. A site-specific allergic contact dermatitis threshold concentration of 700 mg/kg as hexavalent chromium has been established for the DPW Yard property.

2.3 Personnel Training Requirements

Due to the presence or potential presence of contaminated soils, fill and/or other materials beneath the buildings and pavement cover on the property, it is required that personnel who have the potential for contact with contaminated material be trained under the OSHA HAZWOPER standard (29 CFR 1910.120). However, it is the responsibility of the person conducting the activities to determine the appropriate level of training required for a specific task. Arlington Department of Public Works or the Contractor shall provide necessary health and safety training for all on-site personnel in accordance with applicable local, state, and federal regulations.

Prior to the start of the planned activities, personnel shall review the job-specific HASP and attend a site-specific health and safety briefing which should include, at a minimum, a review of the HASP including signs and symptoms of overexposure to known site COCs and their health effects. Where appropriate, the briefing shall also include a discussion of personal protective equipment (PPE), decontamination procedures (personal and equipment), and/or environmental monitoring program.

2.4 Personal Protective Equipment

The task-specific HASP shall contain written standard operating procedures for the use of PPE as established by a Certified Industrial Hygienist, LSP, or other qualified person based on the task-specific potential for exposure to contaminated media. The recommended minimum level of personal protection on the property for activities which will disturb soil is Level D which consists of hard hat, steel-toed boots, work clothes, safety glasses, and ear plugs (if verbal communication becomes difficult to comprehend within a radius of three feet). The HASP shall clearly define levels of protection, and specific PPE to be employed, for work activities in terms of work location and/or work function. In addition, the HASP shall outline what circumstances or conditions (e.g. contact hazard or high levels of dust) will necessitate changes in the level of PPE employed.

2.5 Monitoring Devices and Procedures

Available information indicates that the primary concerns with respect to COCs at the property during excavation activities are related to inhalation of dust and dermal contact. To address the potential inhalation hazard, the HASP shall include an air monitoring plan to identify and quantify airborne contaminants in order to verify and determine the level of personal protection required. The air monitoring plan shall include a discussion of the job-specific air monitoring objectives (e.g. particulate and/or VOC monitoring), instrumentation to be used, monitoring protocols (location, frequency, etc.), data recording procedures and operational action levels and actions to take.

3 REFERENCES

- Brown and Caldwell, 2003. "Second Supplemental Phase II Comprehensive Site Assessment". Included as Appendix F of "Phase IV Remedy Implementation Plan, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts", September 2003
- Brown and Caldwell, 2007. "Response Action Outcome Partial Statement, 51 Grove Street Portion of 51 Grove Street Site (RAO Class C-1), Arlington, Massachusetts, RTN 3-4241, Permit #W008727", October 2007.
- Brown and Caldwell, 2008. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #2, February – July 2008, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, August 2008.
- Brown and Caldwell, 2009. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #3, August 2008 – January 2009, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, February 2009.
- Brown and Caldwell, 2009. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #4, February 2009 – July 2009, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, August 2009.
- Brown and Caldwell, 2010. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #5, August 2009 – January 2010, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, February 2010.
- Brown and Caldwell, 2010. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #6, February 2010 – July 2010, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, August 2010.
- Brown and Caldwell, 2011. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #7, August 2010 – January 2011, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, February 2011.
- Brown and Caldwell, 2011. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #8, February 2011 – July 2011, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, August 2011.
- Brown and Caldwell, 2012. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #9, August 2011 – January 2012, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, February 2012.
- Brown and Caldwell, 2012. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #10, February 2012 – July 2012, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, August 2012.
- Brown and Caldwell, 2012. *"Five-Year Periodic Review of Temporary Solution: Arlington Department of Public Works Yard, 51 Grove Street Site, RTN 3-4241"*, November 2012.
- Brown and Caldwell, 2012. *"Five-Year Periodic Review of Temporary Solution: 53 Grove Street Property, 51 Grove Street Site, RTN 3-4241"*, November 2012.

- Brown and Caldwell, 2013. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #11, August 2012– January 2013, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, February 2013.
- Brown and Caldwell, 2013. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #12, February 2013– July 2013, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, August 2013.
- Brown and Caldwell, 2014. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #13, August 2013 – January 2014, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, February 2014.
- Brown and Caldwell, 2014. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #14, February 2014 – August 2014, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, August 2014.
- Brown and Caldwell, 2015. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #15, August 2014 – January 2015, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, April 2015
- Brown and Caldwell, 2015. *"LSP's Annual Inspection of Engineered Barriers, 51 Grove Street Site, Arlington, Massachusetts" RTN 3-4241"*, June 2015
- Brown and Caldwell, 2015. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #16, February 2015 – July 2015, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, September 2015
- Brown and Caldwell, 2016. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #17, August 1, 2015 – January 31, 2016, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, February 2016
- Brown and Caldwell, 2016. *"LSP's Annual Inspection of Engineered Barriers, 51 Grove Street Site, Arlington, Massachusetts" RTN 3-4241"*, June 2016
- Brown and Caldwell, 2016. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #18, February 1, 2016 – July 31, 2016, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, August 2016
- Brown and Caldwell, 2017. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #19, August 1, 2016 – January 31, 2017, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, February 2017
- Brown and Caldwell, 2017. *"LSP's Annual Inspection of Engineered Barriers, 51 Grove Street Site, Arlington, Massachusetts" RTN 3-4241"*, June 2017
- Brown and Caldwell, 2017. *"Remedy Operation Status and Post-Class C RAO Operation, Maintenance and Monitoring Report #20, February 1, 2017 to July 31, 2017, Arlington Remedial Action Settlement Trust, RTN 3-4241, Arlington, Massachusetts"*, August 2017
- Harding ESE, Inc., 2001. *"Final Phase II Supplemental Comprehensive Site Assessment Report, 51 Grove Street, Arlington, Massachusetts. RTN 3-4241. Permit No. W008727"*, June 2001.
- Harding Lawson Associates (HLA), 1999. *"Phase II Comprehensive Site Assessment Report, 51 Grove Street, Arlington, Massachusetts, Release Tracking No: 3-4241"*, December 1999.

Remediation Technologies, Inc. (RETEC), 1997. "Phase I Initial Site Investigation and Tier Classification, 51 Grove Street, Arlington, Massachusetts, RTN 3-4241", May 1997.





NOTES:

1. THE ASPHALT AND CONCRETE SURFACES IN THE ADPW YARD AND AHS GROVE STREET PARKING DIRECT CONTACT BARRIER AREAS ARE INTEGRAL COMPONENTS OF THE BARRIERS AND IT IS IMPORTANT THAT THEY BE MAINTAINED IN GOOD REPAIR TO MAINTAIN THE INTEGRITY OF THE BARRIERS.

2. THE REMAINING BARRIER AREAS ARE UNDERLAIN BY EITHER A CONTAINMENT LAYER OR A DEFINING LAYER AT LEAST 12" BELOW THE LAND SURFACE; THEREFORE, THE ACTUAL SURFACE COVERING IS NOT INTEGRAL TO THE "DEFINITIVE BARRIER". THESE AREAS SHOULD BE MAINTAINED IN GOOD REPAIR (FOLLOWING THE OPERATION, MAINTENANCE AND MONITORING PLAN) AS APPROPRIATE TO HANDLE NORMAL WEAR AND TEAR.

LEGEND

-  BASEMENT FLOORING/FLOOR SLAB CONSIDERED INTEGRAL COMPONENT OF BARRIER. SEE NOTE #1.
-  ASPHALT PAVEMENT CONSIDERED INTEGRAL COMPONENT OF BARRIER. SEE NOTE #1.

Cat 16, 2014 - 9:22am jconaway 18080358P01\projects\Arlington_Trust_224911\44593_AHS_Property_RAOs\CADD\2-Sheets\C-04\EXH. E_BARRIER.dwg

Brown and Caldwell One Tech Drive, Suite 310 Andover, Massachusetts 01810 Tel. (978) 794-0336 • Fax. (978) 794-0534	PROJECT:	FILE:	EXHIBIT G BARRIER LOCATIONS 51 GROVE STREET SITE (RTN 3-4241) ARLINGTON, MASSACHUSETTS PREPARED FOR: ARLINGTON REMEDIAL ACTION SETTLEMENT TRUST
	144569	EXH_E_BARRIER.dwg	
	SCALE:	DATE:	
	1"=60'	10/16/2014	
	DRAWN:	CHECKED:	
	JEC	M.J.G.	

NOTES

- 1.) RECORD OWNER IS THE TOWN OF ARLINGTON, SEE DEED BOOK 9705, PAGE 8 AND BOOK 13080, PAGE 557.
- 2.) ASSESSORS REFERENCE 54.0-3-2A.
- 3.) PARCEL FALLS WITHIN ZONING DISTRICT I-INDUSTRIAL.
- 4.) THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET THE REQUIREMENTS OF THE MASSACHUSETTS BAY TRANSIT AUTHORITY (MINUTEMAN BICYCLE TRAIL).
- 5.) SEE MIDDLESEX SOUTH REGISTRY OF DEEDS FOR RECORD DOCUMENTS.
- 6.) LEGAL STATUS OF EASEMENTS, WAYS, AND RESTRICTIONS NOT DETERMINED BY THIS SURVEY.
- 7.) THE ASPHALT AND CONCRETE SURFACES IN THE ADJACENT YARD, INCLUDING THE BASEMENT FLOORING/FLOOR SLABS, ARE INTEGRAL COMPONENTS OF THE DIRECT CONTACT BARRIERS AND IT IS IMPORTANT THAT THEY BE MAINTAINED IN GOOD REPAIR TO MAINTAIN THE INTEGRITY OF THE BARRIERS.
- 8.) PLAN REFERENCES: #1629 OF 1960, #1056 OF 1975 AND #1190 OF 1976.
- 9.) CONTOURS TAKEN FROM BROWN & CALDWELL FIGURE 1-4 DATED 10/19/05.
- 10.) SPOT ELEVATIONS OBTAINED BY SCHOFIELD BROTHERS OF NEW ENGLAND INC., ON JUNE 16, 2014.
- 11.) I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS AS REVISED THROUGH JANUARY 12, 1988 AND THE STANDARDS AS SET OUT IN APPENDIX B OF THE MASSACHUSETTS DEED INDEXING STANDARDS VERSION 4.0 DATED JANUARY 1, 2008.

PROFESSIONAL LAND SURVEYOR

DATE: 2 Dec 2016

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS, AND THE LINES OF STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN. MASS. GENERAL LAWS, CHAPTER 41, SECTION 81X

PROFESSIONAL LAND SURVEYOR

DATE: 2 Dec 2016

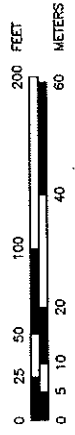
PROPERTY ADDRESS
51 GROVE STREET

RECORD OWNER: TOWN OF ARLINGTON

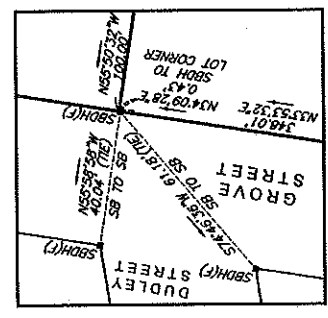
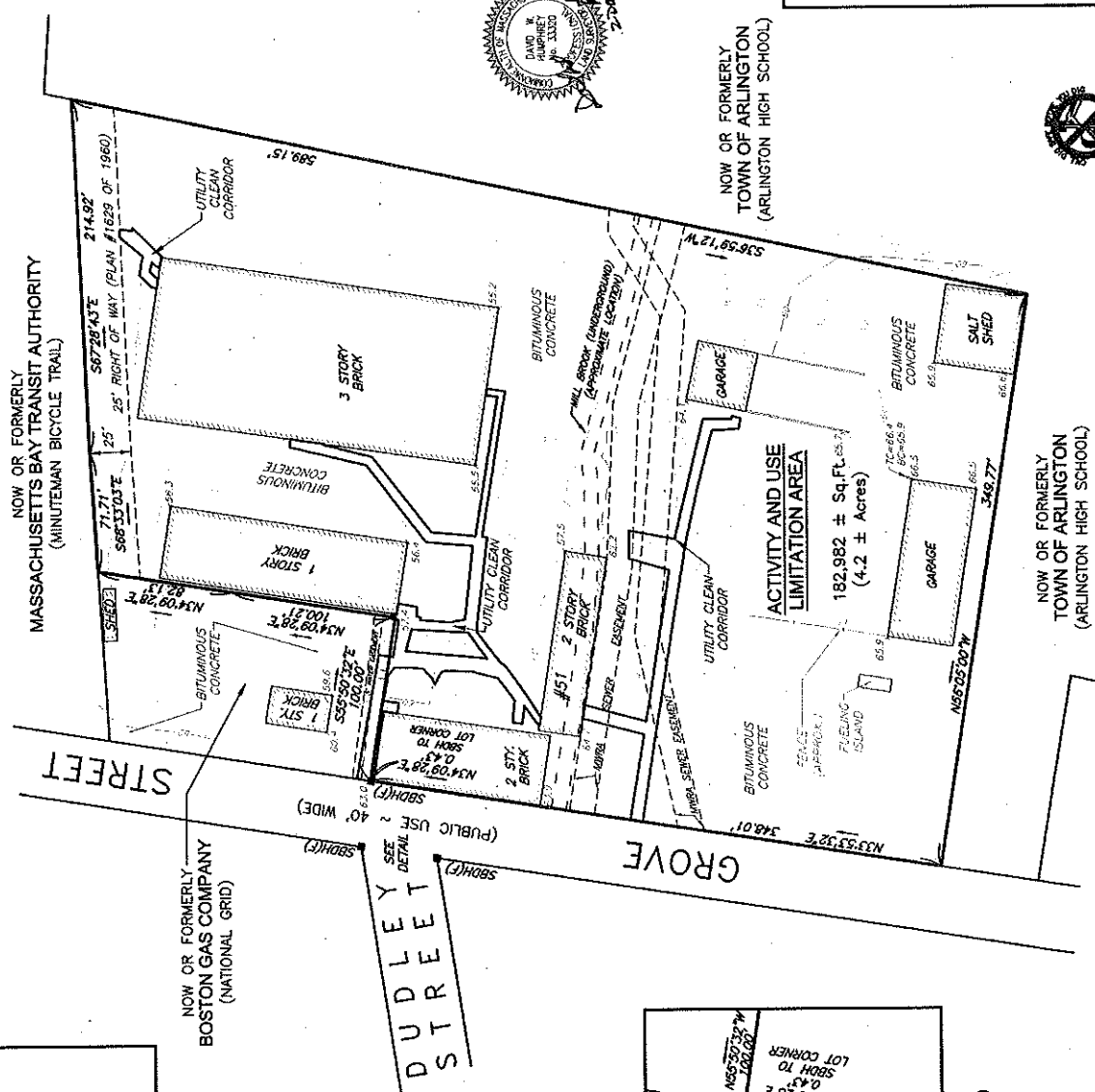
ACTIVITY AND USE LIMITATION
PLAN OF LAND
ARLINGTON, MASS.
(MIDDLESEX COUNTY)

SCALE: 1"=50'
PREPARED FOR: BROWN & CALDWELL
DECEMBER 1, 2016

SCHOFIELD BROTHERS LLC
ENGINEERING • SURVEYING • PLANNING • GIS
1071 WORCESTER ROAD FRAMINGHAM, MASS. 01701
PHONE: (508) 879-0030 FAX: (508) 879-1797
WWW.SCHOFIELDBROS.COM



RESEARCH:	JAG	COMPILED:	JAG	CHECKED:	DWH	SHEET No. 1 OF 1
FIELD CHIEF:	DEH	DRAFTED:	JAG	APPROVED:	DWH	JOB No. 24483
COPYRIGHT 2015, BY SCHOFIELD BROTHERS LLC						



DETAIL
(NOT TO SCALE)

LEGEND

- SDH ■ STONE BOUND DRILL HOLE
- (F) FOUND
- (S) SET
- X SPOT ELEVATION
- SEWER LINE

GRANT OF USE RESTRICTIONS AND ACCESS EASEMENT

This Grant of Use Restrictions and Access Easement (this "Grant") is made as of this ____ day of _____, 2018, by and among the TOWN OF ARLINGTON, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen (the "Town"), HONEYWELL INTERNATIONAL INC., a corporation organized under the laws of the State of Delaware ("Honeywell"), BOSTON GAS COMPANY, a gas company organized under the laws of the Commonwealth of Massachusetts ("Boston Gas"), and MASSACHUSETTS ELECTRIC COMPANY, an electric company organized under the laws of the Commonwealth of Massachusetts ("MEC," and together with Boston Gas and Honeywell, the "Industrial Parties"). The Town, Honeywell, Boston Gas and MEC are referred to herein as the "Parties" or "Party," as dictated by the context.

WHEREAS, the Town is the owner of certain land, with the buildings and other improvements located thereon, known as and numbered 51 Grove Street, Arlington, Massachusetts, more commonly referred to as the Department of Public Works Yard, as more fully described in Exhibit A attached hereto, pursuant to a Deed from Mystic Valley Gas Company, dated September 30, 1960, recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 9705, Page 6 and a Deed from Boston Gas Company, dated October 22, 1976, recorded with the Registry in Book 13080, Page 557, less and except the land conveyed to Boston Gas Company by the Town by Deed dated September 22, 1975, recorded with the Registry in Book 12876, Page 24, and Deed dated October 18, 1976, recorded with the Registry in Book 13080, Page 542 (collectively, the "DPW Property");

WHEREAS, the Town and the Industrial Parties entered into a Settlement Agreement dated May 2, 2001, as amended and modified by the First Amendment to Settlement Agreement dated August 19, 2004 and letter agreements dated December 22, 2004, July 2005 and May 18, 2007 (collectively, as amended, the "Settlement Agreement");

WHEREAS, pursuant to the Settlement Agreement, the Industrial Parties conducted extensive response actions at the DPW Property in accordance with M.G.L. c. 21 E and the regulations promulgated thereunder at 310 CMR 40.0000 known as the Massachusetts Contingency Plan ("MCP");

WHEREAS, as part of the Settlement Agreement, the Town consented to the filing of an Activity and Use Limitation ("AUL") on the DPW Property, which Registry in Book _____, Page _____ is being recorded herewith (the "DPW AUL"); and

WHEREAS, Section 6.4 of the Settlement Agreement requires the Town to execute and deliver this Grant to the Industrial Parties simultaneously with the execution of the DPW AUL;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual agreements, which are incorporated herein by reference and for Ten Dollars (\$10.00) paid, the receipt and sufficiency of the consideration being agreed to by the Parties, the Industrial Parties agree and the Town covenants and agrees as follows:

I. AUL.

A. Placement of AUL on the DPW Property. Simultaneously with the execution and recording of this Grant, the Town has executed and recorded the DPW AUL in accordance with Section 6 of the Settlement Agreement.

B. Compliance with AUL. The Town shall comply, and each successor in title to all or a portion of the DPW Property shall be deemed, by virtue of becoming such a successor, to agree to comply, with the terms and conditions of the DPW AUL and any applicable soil management plan and health and safety plan. The Town and each successor in title to all or a portion of the DPW Property shall be liable for any and all damages or costs imposed (including attorneys' fees if the Industrial Parties prevail in any action against the Town or the Town's successor in title) or additional work necessary due to such failure to comply.

II. Use Restrictions.

A. Use Restrictions on DPW Property. The Town, and each such successor in title to the Town's interest in the DPW Property, hereby covenants and agrees, for the benefit of the Industrial Parties and each Industrial Party's successors, that the DPW Property shall not be used for any purpose other than a public works facility serving the Town. Moreover, the Town, and each successor in title to the Town's interest in the DPW Property, hereby covenants and agrees, for the benefit of the Industrial Parties and each Industrial Party's successors, that all or a portion of the DPW Property shall not be used for any of the following uses:

- (i) Any use of the DPW Property other than as a public works facility and municipal office space;
- (ii) Residential uses, including but not limited to, one family or two-family dwellings, apartments, tenement houses, condominiums or town houses, mobile homes, lodging houses, nursing or rest homes, or dormitories;
- (iii) Agricultural and horticultural uses, including, but not limited to tilling and planting of gardens or crops for human consumption;

- (iv) Institutional uses, including, but not limited to, publicly or privately owned hospital, health care facility, nursing home, convalescent home, educational facility, or correctional facility, where such facility in whole or in part provides overnight housing;
- (v) Any use of the DPW Property for a nursery, day-care, orphanage, school or any other usage that involves the presence of children at high frequency and high intensity;
- (vi) Commercial uses, including, but not limited to retail establishments;
- (vii) Industrial uses;
- (viii) Construction of new occupied buildings without appropriate engineering controls in the previously identified localized hot spots in the northwest corner of the DPW Property where certain organic compounds exceed S-3/GW-2 standards in soil or GW-2 standards in groundwater (as set forth in the MCP) unless a Licensed Site Professional (LSP)(as defined in the MCP) renders an Opinion (as defined in the MCP) that states that a condition of No Substantial Hazard (as defined in the MCP) is maintained at the DPW Property consistent with the MCP;
- (ix) Activities that include outdoor recreational uses, including but not limited to playgrounds, ball fields, parks, or sports and recreational centers;
- (x) Activities or uses which are likely to involve the removal and/or disturbance of the soil below the direct contact barrier (which includes pavement and the building slabs as shown on Exhibit G to the DPW AUL) or contact with groundwater, in either case with the exception of (1) emergency utility repair work as described in the DPW AUL; or (2) construction and/or non-emergency utility repair work carried out in accordance with the conditions set forth in the DPW AUL; and
- (xi) Any other use or activity that may involve direct contact with the soil beneath the direct contact barrier or with groundwater, or any use or activity that does not comply with the DPW AUL.

The restrictions set forth in this Section II.A. are identical to the restrictions in the DPW AUL at Paragraph 2 and are collectively referred to herein as the "DPW Property Use Restrictions."

B. Industrial Parties' Reliance on Use Restrictions. The Parties acknowledge and agree that the DPW Property Use Restrictions are reasonably necessary to protect present and future human health and safety and the environment, are of actual and substantial benefit to the Industrial Parties, and the Industrial Parties relied upon the Town's obligation to grant the DPW Property Use Restrictions in conducting response actions at the DPW Property.

C. Modification to Use Restrictions and AUL. In the event the Town seeks to use the DPW Property for any activity or use that would violate one or more of the DPW Property Use Restrictions and/or the DPW AUL, the Town and the Industrial Parties may enter into a separate agreement to govern the terms of such modified use of the DPW Property if such modified use is amenable to both Parties at the time. The Town and its successors in title agree not to terminate or modify the DPW AUL unless and until the Town has complied with this section of this Grant.

D. Remedies for Non-Compliance. If the Town or its successor in title, as applicable, fails to comply with the DPW Property Use Restrictions or DPW AUL, the Industrial Parties, at their sole discretion and without obligation, may voluntarily elect one or more of the following remedies with respect to the Town, or its successor in title, as applicable: Massachusetts Department of Environmental Protection ("MassDEP") enforcement of the DPW AUL or any DPW Property Use Restriction established under this Grant and governed by the MCP or other applicable MassDEP regulations; injunctive relief (without any necessity of showing irreparable harm to obtain such injunction); specific performance; monetary damages; and, any and all other remedies that may be available to the Industrial Parties, at law or in equity.

E. Term of Use Restrictions. Unless otherwise terminated or modified in accordance with this Grant, by law or otherwise, the DPW Property Use Restrictions shall expire thirty (30) years from the date of this Grant, unless extended for successive twenty (20) year periods pursuant to and in accordance with M.G.L. c. 184, Sections 27 and 29. In furtherance thereof, the Town on behalf of itself and its successors and assigns, hereby appoints the Industrial Parties or their designee a limited power of attorney to take all actions from time-to-time that are necessary to effect such successive twenty (20) year extensions of the DPW Property Use Restrictions.

III. Access Easement.

A. Grant of Access Easement. The Town hereby grants an access easement to the Industrial Parties, their successors, contractors, consultants and designees to access the DPW Property and the buildings constructed thereon for compliance with the MCP and related operations, monitoring and maintenance obligations, as well as the ability to monitor the Town's compliance with the DPW AUL and the DPW Property Use Restrictions. After receiving the Industrial Parties' notice to the Town of the Industrial Parties' intent to enter the DPW Property and the buildings located thereon for the foregoing purposes, the Town, or its successor in title, as applicable, shall ensure that the DPW Property and buildings are accessible for inspection, at no cost to the Industrial Parties, and otherwise shall provide reasonable cooperation to the Industrial Parties or its contractors, consultants or designees in connection with such inspection. In the event of an emergency requiring immediate access to the DPW Property by the Industrial Parties for any of the foregoing purposes, and including but not limited to emergency utility work, no notice shall be required, but oral or written notification shall be provided to the Town as soon as practicable after such entry.

B. No Rent Due. The Industrial Parties shall not be obligated to pay the Town any rent or other occupancy or use charge for this access easement; nor shall this access easement obligate the Industrial Parties to pay any fees or costs incurred by the Town in providing access to the Industrial Parties.

IV. Application.

This Grant will run with the DPW Property and any portion thereof, and be binding upon the Town and successors in title to the DPW Property, and shall benefit the Industrial Parties and their successors. In any future land transfer documents concerning the DPW Property, or any portion thereof, including, but not limited to deeds, easements, leases and licenses, the transferor shall include a provision whereby the transferee agrees to comply with the requirements and obligations of this Grant. The failure to include such a provision in a transfer document shall not relieve the transferee from compliance with the terms of this Grant. Any transferee, by acceptance of the deed or other transfer document, acknowledges and agrees that this Grant is binding on said transferee.

Moreover, the Town shall use its best efforts to obtain and record a subordination agreement from any and all holders of a prior interest in the DPW Property to ensure that such interests are subordinate to this Grant, including, without limitation, subordinations of the interests set forth in Exhibit B attached hereto. To the extent the Town holds any such interests, the Town hereby subordinates such interests to the Grant. Boston Gas, as successor to Mystic Valley Gas Company, hereby subordinates its interests in the 25-foot right of way shown on a plan recorded with the Registry in Book 9705, Page 6 (Plan 1629 of 1960) and reserved in a deed to the Town of Arlington, dated September 30, 1960, recorded with the Registry in Book 9705, Page 6 recorded at the Registry.

V. Miscellaneous

A. Denial of Liability. This Grant shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any Party, by the Parties as among themselves or by any other person not a party hereto. However, nothing herein is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of the Grant against any Party to this Grant.

B. Notice. All notices, demands or other communication with respect this Grant or the DPW AUL shall be in writing and shall be sent by certified mail, postage prepaid to the persons listed below:

Town:	Town Manager
	Town of Arlington
	730 Massachusetts Avenue Annex
	Arlington, MA 02476
	Attention: Adam Chapdelaine

with a copy to:

Legal Department
Town of Arlington
50 Pleasant Street
Arlington, MA 02476
Attention: Douglas Heim, Esq.

Honeywell:

Honeywell International Inc.
101 Columbia Road
Morristown, NJ 07962
Attention: Thomas Byrne, Esq.

with a copy to:

Nutter McClennen & Fish LLP
155 Seaport Boulevard
Boston, MA 02210
Attention: Michael E. Scott, Esq.

MEC:

Massachusetts Electric Company
c/o National Grid
40 Sylvan Road
Waltham, MA 02451
Attention: Environmental Counsel

Boston Gas:

Boston Gas Company
c/o National Grid
40 Sylvan Road
Waltham, MA 02451
Attention: Environmental Counsel

C. Counterparts. This Grant may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one Grant.

D. Entire Agreement. This Grant, together with the Settlement Agreement, constitute the entire agreement among the Parties, and no modification thereto shall be effective unless signed in writing by all Parties.

E. Severability. If any term or provision of this Grant or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Grant or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Grant shall be valid and enforceable to the fullest extent permitted by law.

F. Governing Law. This Grant and the performance hereof shall be interpreted and governed by the laws of the Commonwealth of Massachusetts.

G. Recording. The Parties agree that the Industrial Parties shall record this Grant with the Registry at the Industrial Parties' sole cost and expense.

H. Authority. Each Party represents and warrants to the other Party that the individual executing this Grant on such Party's behalf is fully authorized to do so and, further, that such individual is fully authorized to bind the Party on whose behalf it is executing this Grant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the execution hereof under seal as of the date first above written.

TOWN OF ARLINGTON, acting by and through
its Board of Selectmen

Joseph A. Curro, Jr.

Daniel J. Dunn, Vice Chair

Kevin F. Greeley, Vice Chair

John V. Hurd

Diane M. Mahon,

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Joseph A. Curro, Jr., Daniel J. Dunn, Kevin F. Greeley, John V. Hurd and Diane M. Mahon, proved to me through satisfactory evidence of identification, which were state-issued driver's licenses or personal knowledge, to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as Selectmen for the Town of Arlington.

Notary Public
My commission expires:

WITNESS the execution hereof under seal as of the date first above written.

HONEYWELL INTERNATIONAL INC.

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a state-issued driver's license or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of Honeywell International Inc.

Notary Public
My commission expires:

WITNESS the execution hereof under seal as of the date first above written.

MASSACHUSETTS ELECTRIC COMPANY

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a state-issued driver's license or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of Massachusetts Electric Company.

Notary Public

My commission expires:

WITNESS the execution hereof under seal as of the date first above written.

BOSTON GAS COMPANY

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a state-issued driver's license or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of Boston Gas Company.

Notary Public

My commission expires:

EXHIBIT A

Legal Description of DPW Property

A certain parcel of land located on Grove Street in the Town of Arlington, County of Middlesex, Commonwealth of Massachusetts, and shown on a plan entitled "Activity Use Limitation Plan of Land in Arlington, Mass., (Middlesex County), Prepared for: Brown & Caldwell, Scale: 1"=50' Date: July 10, 2014, Schofield Brothers of New England, Inc." said plan being recorded herewith and said parcel of land being bounded and described as follows:

Commencing at the northwest corner of the herein described parcel on the easterly side of said Grove Street at land now or formerly of Boston Gas Company (KeySpan) said point being 0.43 feet northerly of a stone bound with drill hole, said point being the POINT OF BEGINNING; thence

S 55° 50' 32" E a distance of 100.00 feet to a point; thence

N 34° 09' 28" E a distance of 100.21 feet to a point; thence continuing

N 34° 09' 28" E a distance of 82.13 feet to a point, the previous three courses bounding by land now or formerly of Boston Gas Company (KeySpan); thence

S 68° 33' 03" E a distance of 71.71 feet to a point; thence

S 67° 28' 43" E a distance of 214.92 feet to a point, the previous two courses bounding northerly on land now or formerly of the Massachusetts Bay Transit Authority (Minuteman Bicycle Trail); thence

S 36° 59' 12" W a distance of 589.15 feet to a point; thence

N 56° 05' 00" W a distance of 349.77 feet to a point on the easterly sideline of Grove Street, the previous two courses bounding on land now or formerly of Town of Arlington (Arlington High School); thence

N 33° 53' 32" E along the easterly sideline of Grove Street a distance of 348.01 feet to said stone bound; thence

N 34° 09' 28" E along the easterly sideline of Grove Street a distance of 0.43 feet to the POINT OF BEGINNING.

The above described parcel of land contains an area of 182,912 square feet (4.2 acres), more or less, according to said plan.

EXHIBIT B

Prior Interests to be Subordinated

1. Order of Taking by the Commonwealth of Massachusetts Metropolitan District Commission for sewer construction, recorded with the Registry in Book 4920, Page 168.
2. Taking by the Metropolitan District Commission, dated July 8, 1926, recorded with the Registry in Book 4993, Page 166.
3. Taking by the County Commissioners for the County of Middlesex for the relocation of Grove Street, recorded with the Registry in Book 10457, Page 388.
4. Order of Taking by Commonwealth of Massachusetts Metropolitan District Commission for sewer construction, dated March 16, 1967, recorded with the Registry in Book 11302, Page 390.
5. 25-foot right of way shown on a plan recorded with the Registry in Book 9705, Page 6 and reserved in a deed to the Town of Arlington from Mystic Valley Gas Company, dated September 30, 1960, recorded with the Registry in Book 9705, Page 6.
6. Rights of others in the Minuteman Bike Trail.
7. 25-foot right of way shown on Plan 1629 of 1960 recorded at the Registry.

3245884.5



Town of Arlington, Massachusetts

Spy Pond Sediment Removal

Summary:

Paul D. Stedman, MassDOT

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	MassDOT_CR.pdf	Correspondence from MassDOT



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



July 26, 2018

Daniel Dunn, Chair
Board of Selectmen
730 Massachusetts Avenue
Arlington, MA 02476

Arlington – Spy Pond Sediment Removal, MassDOT Project 609222

Dear Mr. Dunn:

On behalf of the Massachusetts Department of Transportation – Highway Division, I am writing to inform you that the MassDOT Project Review Committee has evaluated the subject project and determined that it is eligible for Federal Aid funding. This determination is based on an estimated cost of \$1,800,000.00. MassDOT will now begin the project development process for this project.

It should be noted that Project Review Committee approval is not a commitment of state or federal funding to the project. MassDOT, in conjunction with the Boston Region Metropolitan Planning Organization (MPO), continually evaluates transportation needs and priorities. We will keep you informed of the project's progress, and will involve you in all key decisions related to the project scope, any right-of-way impacts, possible environmental concerns, traffic management plans, or anything else as warranted.

You can monitor this project's progress by utilizing the project information system available to the public through the MassDOT web site at www.mass.gov/massdot. Thank you for your support for transportation system improvements. If you have any questions, or would like additional information, please contact Bryan Cordeiro, Project Manager, at (857) 368-8813.

Sincerely,

Paul D. Stedman
District Highway Director

cc: Brad Barber, Spy Pond Committee Co-Chair
Michael Rademacher, Director of Public Works
Alexandra Kleyman, CTPS



Town of Arlington, Massachusetts

Request Contacting National Grid re Reduction of Gas Leaks

Summary:

G. Lee Humphrey, 169 Commonwealth Avenue, Boston

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	G._Humphrey_CR.pdf	Correspondence from G. Humphrey

G. Lee Humphrey
169 Commonwealth Avenue
Boston, MA 02116
diamaleehumphrey@yahoo.com

Corres. Rec.
8/13/18

Mr. Daniel J. Dunn, Chair, Board of Selectmen
Town Hall
730 Massachusetts Avenue
Arlington, MA 02476

July 19, 2018

Dear Mr. Dunn:

For several years, many of us have been involved in the effort to eliminate the thousands of gas leaks in Massachusetts. Despite our combined efforts, the overall number of gas leaks continues to increase.

As you may know, the leaked gas is primarily methane, a heat-trapping gas more than 80 times as powerful as CO₂. In addition to its alarming rate of warming our planet and altering our climate, this gas is potentially explosive, is a health hazard for people with respiratory problems and kills trees by suffocating their roots.

The Gas Leaks Allies - a coalition of over 20 nonprofits and researchers - are alerting cities and towns about the situation and encouraging municipalities to work with their utilities to reduce the leaks.

Regarding Arlington I have enclosed a scorecard that shows the gas leak activity for 2015, 2016 and 2017. As you may see, it shows the number of leaks at the beginning of each year, the new leaks, the repaired leaks, and the number of leaks at the end of the year, all displayed by grade of leak.¹

Each year in Arlington, the number of open gas leaks increased. And that's only part of the story. In 2017, the number of leaks on January 1 was less than the number on December 31, the previous day. Each year, utilities drop leaks from their reports. This situation occurs in each utility, not just in National Grid, Arlington's utility. We have asked, but have never received a reasonable explanation of what happened to the missing leaks. In the scorecard, the missing leaks are called, "Missing Leaks New Year's Eve."

If the missing New Year's Eve leaks in 2016 had not been expunged, the number of open leaks at the end of 2017 would have been 280 leaks, instead of the 234 leaks as reported. (Note that in 2015, the missing leaks went the other way by a small amount.) The increase in open gas leaks over the three years would have been 133 leaks and many of these are large volume leaks.

With this data in hand, we urge you and your fellow selectmen to call on National Grid to start reducing the leaks, especially the large volume leaks, instead of letting them increase. We are ready to help you protect the health and safety of the citizens of Arlington. Please let us know what we can do to assist you.²

Thank you,

G. Lee Humphrey
G. Lee Humphrey

¹ There are 3 grades of gas leaks. A Grade 1 leak may cause an explosion and must be repaired as soon as possible. A Grade 2 leak is evaluated every 6 months until it is repaired. A Grade 3 leak must be checked every year but doesn't have to be repaired. The oldest gas leak in Arlington is 21 years old.

² You can learn more about the first year of missing leaks at <http://lostleaks.csail.mit.edu/>

Read Boston Globe's coverage of the 2016 missing leaks at <https://www.bostonglobe.com/metro/2016/06/03/cambridge-group-analysis-raises-questions-utilities-monitoring-gas-leaks/FuvLwOUNYEIcgoQYtUK1EI/story.html>

ARLINGTON

2015, 2016 & 2017 Gas Leak Scorecard using data reported by National Grid to DPU

2017 Leaks

Leak grade	Grade 1	Grade 2	Grade 3	Total	% Increase
Leaks prior to 2017	0	15	134	149	
New leaks found	123	68	99	290	
Leaks repaired	123	76	6	205	
Ending number of leaks	0	7	227	234	57%

Estimated annual cost of lost gas: (Ending leaks x \$3600 per leak) **\$842,400**

2016 Leaks

Leak grade	Grade 1	Grade 2	Grade 3	Total	% Increase
Leaks prior to 2016	0	2	178	180	
New leaks found	60	35	26	121	
Leaks repaired	60	30	13	103	
Ending number of leaks	0	7	191	198	10%

Estimated annual cost of lost gas: (Ending leaks x \$3600 per leak) **\$712,800**

2015 Leaks

Leak grade	Grade 1	Grade 2	Grade 3	Total	% Increase
Leaks prior to 2015	0	8	139	147	
New leaks found	93	45	41	179	
Leaks repaired	93	52	4	149	
Ending number of leaks	0	1	176	177	20%

Estimated annual cost of lost gas: (Ending leaks x \$3600 per leak) **\$637,200**

Sources: 2016, 2017 & 2018 utility reports of gas leaks to DPU, Harvard/BU study in 2015
Proceedings of NAS, BU Professor Nathan Phillips.

Missing Leaks New Year's Eve - 2016

		% Missing
Ending leaks reported last day of 2016	198	
Beginning leaks reported first day of 2017	149	
Overnight missing leaks	49	25%

Missing Leaks New Year's Eve - 2015

		% Missing
Ending leaks reported last day of 2015	177	
Beginning leaks reported first day of 2016	180	
Overnight missing leaks	-3	-2%

Note: No explanation of missing leaks has been provided by National Grid and may have multiple causes. Missing leaks are included here as they are unaccounted for and may significantly impact progress addressing leaks or lack thereof.



Town of Arlington, Massachusetts

Request Reconsideration of Moratorium on Non-Emergency Gas Permits

Summary:

Deborah Nowell, Esq., 1193 Massachusetts Avenue

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	D._Nowell_CR.pdf	Correspondence from D. Nowell

100150
11/11/18 11:11
11/11/18 11:11
2018 AUG -6 AM 11:55

Law Office of Deborah Nowell

1193 Massachusetts Avenue • Arlington, Massachusetts 02476

Phone: 781-483-3880

Fax: 781-483-3882

Corres. Rec.
8/3/18

DEBORAH NOWELL, ESQ.
debbie@nowellesq.com

EMILY FLEURY, ESQ.
emily@nowellesq.com

August 1, 2018

Board of Selectmen
730 Mass Ave
Arlington, MA 02476

Dear Selectman:

I am a resident and business owner in Town and am writing to ask you to reconsider your recent decision to place a moratorium on the Town issuing any permits for non-emergent gas work, at the request of the National Grid Union. In my opinion this decision is an abuse of the power of the Town governing authority, under the guise of it being a safety concern, and has negative consequences on the residents who have elected you.

In Arlington, residents have seven months of the year to upgrade, replace, or install a new gas service. Many of the residents have long planned to upgrade their heating systems, build new houses, or simply convert from oil to gas. These are enormous financial decisions for residents planned well in advance. Your decision will pose an unexpected and unnecessary financial burden on any resident who is in the process of upgrading, or building a house or commercial structure. In these cases, the work will be delayed, or a different undesirable heat source will be substituted.

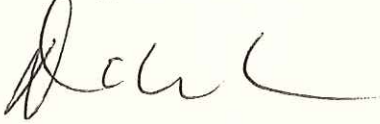
Safety concerns for this decision are unfounded. National Grid utilizes a combination of employees and subcontractors to operate its business. Qualified and trained subcontractors, who regularly perform contractual work for National Grid, are available to handle any additional work caused by the current contractual dispute.

This dispute between National Grid and its employees is an unfortunate matter, but certainly not one that is appropriate for the Town to influence. And while I appreciate that many people have strong *personal* feelings around this dispute, it is not the role of the Board of Selectmen to take sides and attempt to influence the outcome, especially in light of the negative unintended

consequences that this decision will have on its residents and the Town. Such consequences include forcing residents to delay an upgrade of an old inefficient oil furnace; forcing residents to install new oil furnaces to replace old oil furnaces, rather than convert to gas; significantly delay new and existing construction if this is not resolved prior to November 15, costing the residents unexpected carrying costs; delaying the incoming real estate tax revenues for the Town that take effect once additions/renovations are completed; and forcing the installation of propane heat systems, which the Town feels is less desirable than gas. Needless to say these consequences are severe and far-reaching, and completely unnecessary.

I appreciate you taking the time to consider this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Deborah Nowell', with a stylized, flowing script.

Deborah Nowell

OFFICE OF THE BOARD OF SELECTMEN

DANIEL J. DUNN, CHAIR
DIANE M. MAHON, VICE CHAIR
KEVIN F. GREELEY
JOSEPH A. CURRO, JR.
JOHN V. HURD



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

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

August 7, 2018

Deborah Nowell, Esq.
1193 Massachusetts Avenue
Arlington, MA 02476

Dear Atty. Nowell:

We are in receipt of your correspondence in which you request the Board to reconsider the moratorium on Town permitting of non-emergency gas work.

Thank you for writing to the Board of Selectmen. Your correspondence will appear on the August 13th Selectmen's Agenda under "Correspondence Received". Although it is not necessary for you to attend the meeting, you may do so if you are so inclined.

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

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script, reading "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

NEW BUSINESS



Town of Arlington, Massachusetts

EXECUTIVE SESSION



Town of Arlington, Massachusetts

Next Scheduled Meeting of Bos September 12, 2018