

**TOWN OF ARLINGTON  
MASSACHUSETTS**

**REPORT OF THE  
BOARD OF SELECTMEN**



**TO THE  
ANNUAL TOWN MEETING  
MONDAY, APRIL 25, 2016**

**SPECIAL TOWN MEETING  
WEDNESDAY, APRIL 27, 2016**

**8:00 P.M.**

## INTRODUCTION

The Board of Selectmen is pleased to present its report to Town Meeting of its main motions under the following articles. These votes are the result of hearings conducted by the Board at which proponents and opponents of the various articles were heard.

The objective of Board Warrant Article Hearings is to develop recommendations of the Board on each article before it by majority vote, to be set forth with the comments in the Report of the Board of Selectmen in advance of Town Meeting. As such, absent good cause shown, the Board will not recommend positive action on any article which fails to be presented at its appointed Board Warrant Article Hearing regardless of the substance of such articles.

Where the Board supports taking some action contemplated by an article, regardless of how it appears before the Board, the Selectmen, with assistance of Town Counsel, shall develop a motion for Town Meeting to take a specific action. Where the Board opposes an article, it will recommend a vote of “no action” to Town Meeting in its report. While respecting Town Meeting’s prerogative, the Board especially urges the Moderator and Town Meeting Members to procedurally and substantively support “no action” recommendations in such instances where article proponents fail to present at the appropriate Board Warrant Article Hearing and thus leave the details of their proposal to be presented for the first time on Town Meeting floor.

The Board would like to welcome back Kevin F. Greeley to serve as Arlington’s newly re-elected Selectman to his tenth term in office.

The Board knows that Town Meeting will give fair and serious consideration to all of the important issues raised by the various articles. The Board wishes Town Meeting well in its deliberations and stands ready to respond to any questions or comments concerning these articles.

Please note that where necessary for clarity, new or additional language in an amended Town Bylaw has been underlined, while removed language is denoted by strikethrough.

**ARTICLE 18 BYLAW AMENDMENT/EXPANDING EQUAL PROTECTION**

**VOTED:** *That Title II, Article 9, Sections 2 and 5 be and are hereby amended by striking the word “gender” and replacing it with the words “sex, gender identity or expression” in relevant parts so as to read as follows:*

***ARTICLE 9: HUMAN RIGHTS COMMISSION***

***Section 2. Policy of the Town of Arlington***

- C. It is the intention of this Bylaw that all persons be treated fairly and equally. The purpose of this Bylaw is to bring about the elimination of prejudice, intolerance, bigotry, unlawful discrimination, threats, coercion or intimidation based upon an individual's race, color, religious views, national origin, ~~gender~~ sex, gender identity or expression, citizenship, age, ancestry, family/marital status, sexual orientation, disability, source of income, or military status, and the disorder occasioned thereby. Nothing in this Bylaw shall be construed as supporting or advocating any particular religious or political view or lifestyle.***
- D. It shall be considered an unlawful practice under this Bylaw for any person to deny, interfere with, threaten or subject an individual to coercion or intimidation concerning equal access to and/or discrimination in employment, housing, education, recreation, services, public accommodation and public area where such denial, interference, threats, coercion, intimidation or unlawful discrimination against a person is based upon race, color, religious views, national origin, ~~gender~~ sex, gender identity or expression, citizenship, age, ancestry, family/marital status, sexual orientation, disability, source of income, or military status.***

***Section 5. Functions, Powers & Duties of the Commission***

- A. To initiate activities designed to educate and inform the Town about the effects of prejudice, intolerance, and bigotry through the following actions:***

  - 1. To hold public hearings and public forums, make studies and surveys and to issue such publications and such results of investigations and research as, in its judgment, will tend to promote good will and minimize or eliminate discrimination because of race, color, religious views, national origin, ~~gender~~ sex, gender identity or expression, citizenship, age, ancestry, family/marital status, sexual orientation, disability, source of income, or military status.***

**(5-0)**

**COMMENT:** This article proposes to expand the set of protected classes presently set forth in the Town’s Human Rights bylaw to include transgender and gender non-conforming persons. It is the Board of Selectmen’s understanding that the Commonwealth is moving slowly towards expanding its own definitions to provide for equal protection of transgender and gender non-conforming persons in state law, but the Arlington Human Rights Commission (“AHRC”) believes it valuable and important to take this proactive measure now. The Selectmen agree and respectfully recommend favorable action to Town Meeting.

**ARTICLE 19                      BYLAW AMENDMENT/ARLINGTON HUMAN RIGHTS COMMISSION EXECUTIVE DIRECTOR**

**VOTED:**     *That Title II, Article 9, Section 3 be and is hereby amended by striking the word “shall” and replacing it with “may” in the second paragraph of subsection B.1; adding the words “if determined necessary by the Commission, to be,” after the words “Executive Director” and adding the words “with consultation by the Commission.” at the end of the second paragraph of same; and further that the words “obtain the approval of the Board of Selectmen” be struck from the first full sentence of subsection D, so as to read in relevant parts as follows:*

***ARTICLE 9: HUMAN RIGHTS COMMISSION***

***B. Appointment & Terms of Office of Commission Members***

- 1. The Commission shall consist of thirteen (13) members, five of whom will be appointed by the school committee, four by the Town Manager subject to the approval of the Board of Selectmen and four by the Town Moderator. The term of office shall be for three years except two of the initial appointments of the school committee shall be for a term of one year, one of the initial appointments of the Manager and Moderator respectively shall be for one year, two of the initial appointments of the School Committee shall be for two years, one of the appointments of the Manager and Moderator respectively shall be for two years.***

***The members shall be sworn to the faithful performance of their duties, and shall serve until their successors are appointed and sworn. There shall may be an Executive Director if determined necessary by the Commission, appointed by the Town Manager with consultation by the Commission.***

- D. Executive Director. Before appointing an Executive Director, the Town Manager shall ~~obtain the approval of the Board of Selectmen and consider the recommendation of the Commission.~~ The Executive Director shall be an employee of the Town and report to the Town Manager. The prospective***

*Executive Director shall have demonstrable experience in human and civil rights, as well as proven ability to work cooperatively in a diverse community.*

(5-0)

**COMMENT:** The Board of Selectmen supports the AHRC's request to amend its authorizing bylaw to make the appointment of an AHRC Executive Director discretionary rather than mandatory, trusting both that the AHRC and the Town Manager are best equipped to understand the Commission's operational needs. The Board of Selectmen wishes to remain involved in the confirmation of an Executive Director to the extent the Commission and the Town Manager believe such position necessary to staff, and continue to support the AHRC's work and mission. As such, the Selectmen urge Town Meeting's positive action on the recommended vote.

**ARTICLE 20 BYLAW AMENDMENT/ARLINGTON HUMAN RIGHTS COMMISSION CHAIRPERSONS**

**VOTED:** *That Title II, Article 9, Section 3.E.1 be and is hereby amended by adding the words "or two Co-Chairpersons" to the first sentence of the first paragraph and "Co-Chairpersons" to the second paragraph so to read as follows:*

*E. Officers, Quorum, and Adoption of Rules and Regulations*

- 1. The Commission shall elect a Chairperson or two Co-Chairpersons from among its members at the first meeting each year. The Commission shall endeavor to rotate the election of a Chairperson each year thereafter.*

*The Chairperson or Co-Chairpersons shall preside over the meetings of the Commission.*

(5-0)

**COMMENT:** The Board of Selectmen also supports the AHRC's request to amend its authorizing bylaw to allow for "Co-Chairpersons" to better and more efficiently balance the workload of the Commission. Selectmen Curro has served on the AHRC and attested to the heavy burden a single chair can face. Therefore, we urge Town Meeting's favorable support for the bylaw amendment.

**ARTICLE 21 BYLAW AMENDMENT/ARLINGTON COMMISSION ON ARTS AND CULTURE MEMBERSHIP**

**VOTED:** *That Title II, Article 8, Section 1 of the Town Bylaws be and hereby is amended by striking the word "seven" in the first paragraph and replacing it with the*

*words “up to nine;” and further by striking the word “Six” in the first sentence of the second paragraph and replacing it with the words “Up to eight” so as to read as follows in relevant parts:*

**ARTICLE 8: ARLINGTON COMMISSION ON ARTS AND CULTURE**

***Section 1. Establishment of Arlington Commission on Arts and Culture***

***There is hereby established an Arlington Commission on Arts and Culture, which shall consist of ~~seven~~ up to nine members all of whom shall be residents of the Town.***

***~~Six~~ Up to eight members, one of whom shall be a member of the Vision 2020 Culture and Recreation Task Group, shall be appointed by the Town Manager subject to the approval of the Board of Selectmen and one member shall be appointed by the School Committee...***

**(5-0)**

**COMMENT:** This article requests a bylaw amendment to provide the Arlington Commission on Arts and Culture (“ACAC”) with up to two (2) additional members, both to be appointed by the Town Manager, subject to the approval of the Board of Selectmen. ACAC requests the change in their membership for two reasons. First, ACAC is developing a cultural plan for Arlington, and also applying to the Massachusetts Cultural Council (“MCC”) for a Cultural District designation. Both the cultural plan process and Cultural District process would benefit from additional members’ efforts and talents.

Second, on a broader level, ACAC believes it would benefit from a larger Commission’s additional voices and perspectives. The Selectmen value ACAC’s work and endeavors and trust its assessment of its own needs. Accordingly, the Board respectfully requests Town Meeting’s support for this straightforward bylaw amendment.

**ARTICLE 22**

**BYLAW AMENDMENT/TREE PRESERVATION**

**VOTED:** *That the Title V of the Town Bylaws be and are hereby is amended to add Article 16 as follows:*

**ARTICLE 16 TREE PROTECTION AND PRESERVATION**

**SECTION 1. Findings and Purpose**

***The Town of Arlington finds that preservation of the tree canopy and planting of replacement trees is essential to preserving the character and aesthetic appearance of***

*the Town and maintaining quality of life and the environment in the Town. Trees improve air quality, protect from heat and glare, reduce noise pollution, limit topsoil erosion and storm water runoff, provide natural flood control, enhance property values, contribute to the distinct character of neighborhoods, and offer natural privacy to neighbors.*

*The purpose of this By-law is to minimize the impact of residential and commercial development on trees within the Town of Arlington. Loss of trees during demolition of existing buildings, construction of new buildings and/or expansion of existing buildings, without mitigation, threatens to significantly reduce Arlington's tree canopy.*

## **SECTION 2. Definitions**

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

***“Building Footprint” – Outline of the total area covered by a building's perimeter at ground level.***

***“Caliper” – Diameter of a tree trunk (in inches) measured six inches above the ground for trees up to and including four-inch diameter, and 12 inches above the ground for larger trees.***

***“DBH (Diameter at Breast Height)” – Diameter of a tree trunk measured in inches at a height of four and a half (4 1/2) feet above the ground; or, for multiple-trunk trees, the aggregate diameters of the multiple trunks at a height of four and a half (4 1/2) feet above the ground.***

***“Demolition” – Any act of destroying, pulling down, removing or razing a building or commencing the work of total or substantial destruction of a building.***

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

***“Setback Area” – The portion of the property which constitutes the minimum depth of side, rear and front yards as per the Zoning Bylaw of the Town of Arlington.***

***“Tree Fund” – An existing Town account established for the purpose of buying, planting, and maintaining trees in the Town which may receive deposit of contributions in lieu of planting new trees by property owners and fines collected under this By-law.***

*“Tree Plan” – A site plan drawn and stamped by a certified land surveyor or engineer showing all Protected Trees in the setback areas and indicating, on the site plan or in a separate document, which Protected Trees will be retained, which will be removed, and, as to Protected Trees which will be removed, whether mitigation will be by replacement on the property or by payment into the Tree Fund.*

*“Tree Removal” – The cutting down of a tree.*

*"Tree Warden" - The Tree Warden or his/her designee.*

- B. Additional definitions may be provided in rules and regulations approved by the Board of Selectmen where consistent with the intent and efficient execution of this By-law.*

### *SECTION 3. Applicability*

- A. The requirements of this By-law and all applicable rules and regulations apply to the following circumstances:*
- (1) Proposed demolition of an existing residential or non-residential structure;*
  - (2) Proposed construction on a developed lot which would result in an increase of 50 percent or more of the total building footprint of the new structure(s) when compared to the total footprint of pre-existing structures; or*
  - (3) Proposed construction of any scope on a lot with no residential or non-residential structure on it.*
- B. Sites under the jurisdiction of the Arlington Redevelopment Board (“ARB”) or the ARB as the Planning Board, the Zoning Board of Appeals, or the Conservation Commission pursuant to Arlington’s Wetlands Protection By-law (Title V, Article 8) may waive the requirements of this By-law in full or in part where such waiver serves the interests of the community and the reasons therefore are memorialized by such bodies.*
- C. The requirements of this By-law shall not apply to trees defined as Public Shade Trees under G.L. c. 87 § 1.*



#### ***SECTION 4. Procedures and Requirements for the Preservation of Trees***

- A. Removal of Protected Trees on applicable sites shall be prohibited unless such removal is authorized by a written approval of the Tree Plan and commencement of work, in accordance with this Bylaw.***
- B. In all instances of construction or demolition as defined and applicable herein, the owner of the property shall submit a Tree Plan accompanied by a fee of \$50, to the Tree Warden prior to or concurrent with an application for a building or demolition permit. Additionally, if any Protected Trees were removed during the 12 months preceding the application for a building or demolition permit, such trees shall be accounted for on the Tree Plan to the best of the owner's ability, and shall be mitigated pursuant to paragraph 4.C.***
- C. For each Protected Tree removed, there shall be either (1) a replacement tree planted on the property no later than 90 days after the Certificate of Occupancy is issued, of a minimum caliper of two and a half (2.5) inches and of a species native to the area and expected to reach a height of 50 feet or more at maturity; or (2) a \$500 payment made to the Tree Fund prior to commencement of work on the property, which the Town shall use to plant replacement trees in the vicinity of the tree removal or in other locations in the discretion of the Tree Warden.***
- D. If the Tree Plan is consistent with the requirements of this Bylaw, the Tree Warden shall so certify in writing approving the Tree Plan and commencement of work. Said certification shall occur within 10 business days. If the Tree Plan as submitted does not satisfy the requirements of this By-law and associated rules and regulations, the Tree Warden shall so notify the applicant with recommendations to achieve compliance. The Tree Warden shall be permitted access to the site during normal business hours to verify and ensure compliance with the approved Tree Plan.***
- E. An owner aggrieved of the Tree Warden's determination on a Tree Plan, or with respect to the need for such a plan, may appeal such determinations to the Board of Selectmen at a public hearing. A written decision on such appeals shall be rendered within 14 business days of the close of such hearing(s).***

#### ***Section 5. Enforcement and Fines***

- A. Following a determination of violation by the Tree Warden, an owner shall be subject to fines for the activities listed below, to be paid into the Tree Fund, said fines to be set forth in rules and regulations issued by the Board of Selectmen. Said activities are:***

- (1) *Removal of a Protected Tree on an applicable site without prior written approval of commencement of work per Section 4.D, \$1,500. There shall also be a fine for each Protected Tree removed.*
  - (2) *Removal of a Protected Tree which is not identified for removal in the Tree Plan. There shall be a fine for each Protected Tree removed, \$500.*
  - (3) *Failure to mitigate tree removal within the time set forth in Section 4.C of this By-law. There shall be a fine of \$300 for each day until mitigation is achieved.*
- B. *Wherever there is reasonable cause to believe that an owner or their agent willfully violates this By-Law or an approved Tree Plan, the Town may institute a civil action for injunctive relief in a court of competent jurisdiction ordering appropriate parties to correct a condition in violation, or to cease an unlawful use of the property.*
  - C. *An owner aggrieved of the Tree Warden's determination of violation(s) may appeal such determination(s) to the Board of Selectmen at a public hearing.*

***Section 6. Administration***

*The Board of Selectmen shall establish further administrative rules and regulations for the review and approval of Tree Plans, as well as enforcement determinations. Failure to issue rules and regulations will not have the effect of suspending or invalidating this By-law.*

***Section 7. Severability Clause***

*If any provision of this By-law is declared unconstitutional or illegal by final judgment, order or decree of the Supreme Judicial Court of the Commonwealth, the validity of the remaining provisions of this By-law shall not be affected thereby.*

***Section 8. Relationship to Other Laws***

*Nothing in this By-law shall be construed to restrict, amend, repeal, or otherwise limit the application or enforcement of existing Town of Arlington By-laws or laws of the Commonwealth of Massachusetts.*

**(5-0)**

**COMMENT:** The Board of Selectmen supports the Tree Committee's recommendation of a bylaw to address the loss of tree canopy in Arlington relative to certain categories of construction on private property. After extensive consultation with stakeholders,





**ARTICLE 26**

**VOTE/EMAIL ACCOUNTS FOR MEMBERS OF PUBLIC BODIES**

**VOTED: That no action be taken under Article 26.**

**(5-0)**

**COMMENT:** This article inserted by citizen petition seeks to provide yet to be determined appointed and elected Town members of boards, commissions, and committees town e-mail accounts; and further to require such members use those e-mail accounts rather than personal e-mail addresses whenever conducting Town-related business by e-mail. At present, the Town’s Information Technology Department makes e-mail accounts available to elected and appointed officials as deemed appropriate and necessary. However, members of Town bodies, many of whom are volunteers are not required to use them.

In the Board of Selectmen’s view, there are some merits to standardizing Town-related e-mail accounts, but expanding the availability of such accounts can be addressed without a Town bylaw. More importantly, as a community that relies heavily upon its volunteers, requiring such members to parse out any Town-related business into a Town e-mail address account and then maintain multiple e-mail accounts is onerous and potentially discouraging. In that vein, as elected officials, members of the Board have been using their personal e-mail accounts to maintain accessibility with the community prior to and during their terms in office. For many Board members, their personal e-mail address has been provided as a contact to residents, groups, and other officials for many years. Mandating that they only respond to emails to a Town account, or that Selectmen manage multiple accounts to forward to and reply with only Town e-mail accounts is simply impractical.

Hence, while the Selectmen and the Town Manager share interest in exploring to the extent Town e-mail accounts should be made more available to Town boards, committees, or commissions, the Board of Selectmen respectfully urges that no action be taken under this article.

**ARTICLE 27**

**VOTE/LOBBYING BY PUBLIC OFFICIALS**

**VOTED: That no action be taken under Article 27.**

**(5-0)**

**COMMENT:** This article inserted by citizen petition seeks to prohibit Town officials, elected and appointed, from advocating policy positions (including taking a position on ballot questions or state legislation) without first holding a public meeting and vote to authorize them to do so, which the proponent terms “secret lobbying.” Without a draft motion or bylaw to consider, it is difficult for the Board of Selectmen to precisely examine the parameters of the proposal. However, as the Selectmen understand it, the

Board has so many serious concerns about the legality, feasibility, and intent of this proposal that we strongly urge no action by Town Meeting.

Foremost, the balance of the Board simply disagrees with the proponent's characterization of "lobbying" and "secret lobbying." As an elected official, it is a Selectmen's duty to advocate for what we believe is in the best interests of the Town. At times individual members of the Board express their views to local or Commonwealth policymakers. Whenever they do so, they take great care to make it clear that their opinion does represent the entire Board. As political speech by elected officials, prohibiting Selectmen from stating such personal positions relative to the Commonwealth or anyone else offends the principles of the First Amendment.

Moreover, such regulation of elected officials' speech is wholly unnecessary. A series of state laws already govern ethics (c. 268A) and lobbying (c. 3 §§ 39-50), which protect the public from illicit conduct or influence by officials. To the extent that this proposal aims to address legal conduct, which appears to be the case, the public's recourse relative to elected Town officials who take unsatisfactory positions on ballot questions, legislation, or anything else is at the ballot.

Finally, the proponent's objection to the membership of Town officials in the Massachusetts Municipal Association ("MMA") as symptomatic of "secret lobbying" further illustrates to this Board the fallacies of this article. The MMA is a non-partisan, non-profit association of municipal officials from the vast majority of Massachusetts cities and towns. It provides many resources to officials unrelated to advocacy. To the extent it does engage in advocacy, it leverages the shared perspectives of municipalities all over the State to positive effect. The MMA's activities are hardly clandestine, but more importantly, on balance, the benefits to such an association are obvious.

Hence, this article's proposal is at best unnecessary, and at worst, will be used to excoriate Town officials who legitimately express their opinions on matters of public policy. Therefore, the Board of Selectmen strongly recommends no action under this article.

## **ARTICLE 28**

## **VOTE/AUTHORIZING COMMUNITY CHOICE AGGREGATION**

**VOTED:** *Pursuant to M.G.L. c. 164 sec. 134, Town Meeting hereby authorizes the appropriate Town officials and departments to commence the process of developing a Community Choice Electrical Aggregation Program, and to research, develop and participate in a contract, or contracts to aggregate the electricity load of the residents and businesses in the Town of Arlington and for other related services, independently, or in joint action with other municipalities, and authorize the Town Manager to execute all documents necessary accomplish the same.*

**(5-0)**

**COMMENT:** Article 28 seeks Town Meeting’s required authorization to enter into a Community Choice Electrical Aggregation (CCA) agreement with an energy broker on behalf of the Town of Arlington to provide electricity services for Town residents and business owners. An authorized CCA would provide Town residents a new option in a market otherwise sorely lacking in choices for consumers. Hence, if a CCA is completely adopted, residents and business owners could choose to continue to use Eversource as their electricity supplier (or their current alternative energy supplier) or use the new Town-selected provider.

Applied to Arlington, the Board anticipates that a CCA would offer solid prospects of lower energy prices simultaneously derived from more environmentally friendly energy sources. It is the Board’s understanding that while the vote of Town Meeting should not set the parameters of the ultimate CCA contract, in addition to market choice and competitive pricing, a cornerstone of the rationale to authorize a CCA is providing a path for Arlington’s power supply to be derived from more sustainable, cleaner energy sources.

That said, the vote of Town Meeting to authorize a CCA is simply the first step. Town residents and other stakeholders will have many opportunities to comment upon and shape a plan before electricity consumers have to make a choice to opt-out. While there are modest variations, the complete process is generally as follows:

1. Vote to Authorize CCA at Town Meeting.
2. Issue a Request for Proposals for an Aggregator.<sup>1</sup>
3. Develop a CCA Plan with Aggregator in Consultation with the Department of Energy Resources.
4. Review of the CCA Plan by Town Manager, Board of Selectmen and Consumers.
5. Vote on the CCA Plan by Board of Selectmen for submittal to DPU.
6. Submit the Plan for DPU Approval
7. DPU conducts a Hearing
8. Issue the RFP for Competitive Suppliers
9. Selection of Competitive Supplier by Town Manager
10. Notification of Enrollment for Eligible Consumers.

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<sup>1</sup> Here, Arlington proposes to use a Metropolitan Area Planning Council RFP to use “Good Energy” as a broker.

11. Opt-Out Period (30 days prior to first service date).
12. Transfer of Participating Consumers to the Selected Competitive Suppliers

In sum, especially given the significant additional process afforded before a CCA would be in place The Board recommends the authorization of Town Meeting to enter into a CCA. Refer to Appendix for *Frequently Asked Questions* by Mothers Out Front.

## **ARTICLE 29**

## **REMOVAL OF EASEMENT RESTRICTION**

**VOTED:** *That the Town hereby releases the exterior lines taken by the Town of Arlington upon the real property located at the corner of 54 Pleasant View and Spring Street for the purpose of a roadway extension, as taken and established on April 6, 1942 and recorded at Middlesex South Registry of Deeds Book 6591, page 1 and as shown as lots 83 and 84 on a Plan filed with the taking being Plan No. 213 of 1942, in exchange for the valuable consideration of \$28,000, as authorized by M.G.L. c. 40 §15.*

**(5-0)**

**COMMENT:** The proposal under this article closely resembles an agreement approved at the 2014 Town Meeting to release a portion of the same type of exterior line property interests held by the Town – the right to construction of an extension roadway in the vicinity of Venner Road, Pleasant View Road, and Spring Street – acquired in the 1940s. The roadway project was later abandoned by the Town, but the restrictions on the properties affected by the defunct extension roadway remain in effect.

The proponent and the Town Manager negotiated an Agreement in Principal to provide the Town consideration of \$28,000 for the release of its property interest based upon a combination of inflation adjusted purchase price for the exterior lines and the difference in property tax revenue for a reasonable period given the property restriction’s impact on same. The Board believes this a fair representation of the Town and property owner’s interests and further understands that there should not be additional properties similarly affected by the exterior lines at issue.

## **ARTICLE 30**

## **TRANSFER OF TOWN PROPERTY/1 GILBOA ROAD**

**VOTED:** **That no action be taken under Article 25.**

**(3-0-2)**

**Mr. Dunn recused himself; Ms. Mahon abstained.**

**COMMENT:** The Board of Selectmen appreciates the indisputable good intentions of the Article’s proponent, which are to provide additional affordable housing in Arlington while also bolstering the Town’s safe harbor status relative to G.L. c. 40B applications.



However, the balance of the Board does not believe that the proposed transfer of the property in question to the Arlington Housing Authority is the best vehicle by which we can achieve either of those goals, especially given the substantial opposition of Mt. Gilboa neighborhood residents.

**ARTICLE 32**

**ENDORSEMENT OF CDBG APPLICATION**

**VOTED:** *That the Town hereby endorses the application for Federal Fiscal Year 2017 prepared by the Town Manager and the Board of Selectmen under the Housing and Community Development Act of 1974 (PL 93-383), as amended.*

**COMMENT:** This article represents the usual vote to endorse the annual application for Community Development Block Grant funds.

**(6-0)**

**This vote includes the Town Manager.**

**ARTICLE 33**

**REVOLVING FUNDS**

**VOTED:** *The Town does hereby reauthorize the following Revolving Funds for FY 2017:*

**Private Way Repairs: Originally established under Article 46, 1992 Annual Town Meeting  
FY2017 expenditures not to exceed \$200,000**

Beginning Balance, 7/1/14	\$50,858.67
Receipts	36,856.17
Expenditures	0.00
Ending Balance, 7/1/15	\$87,714.84

**Public Way Repairs: Originally established under Article 45, 1992 Annual Town Meeting  
FY2017 expenditures not to exceed \$5,000**

Beginning Balance, 7/1/14	\$168.40
Receipts	0.00
Expenditures	0.00
Ending Balance, 7/1/15	\$168.40

**Fox Library Community Center Rentals: Originally established under Article 49, 1996  
Annual Town Meeting  
FY2017 expenditures not to exceed \$20,000**

Beginning Balance, 7/1/14	\$15,068.13
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Receipts	2,020.00
Expenditures	314.78
Ending Balance, 7/1/15	\$16,773.35

**Robbins House Rentals: Originally established under Article 77, 1997 Annual Town Meeting  
FY2017 expenditures not to exceed \$75,000**

Beginning Balance, 7/1/14	\$31,893.61
Receipts	45,846.96
Expenditures	58,647.15
Ending Balance, 7/1/15	\$19,093.42

**Conservation Commission Fees: Originally established under Article 44, 1996 Annual Town Meeting  
FY2017 expenditures not to exceed \$10,000**

Beginning Balance, 7/1/14	\$2,742.54
Receipts	0.00
Expenditures	0.00
Ending Balance, 7/1/15	\$2,742.54

**Uncle Sam Fees: Originally established under Article 31, 2000 Annual Town Meeting  
FY2017 expenditures not to exceed \$2,000**

Beginning Balance	\$1,526.31
Receipts	0.00
Expenditures	0.00
Ending Balance, 7/1/15	\$1,526.31

**Life Support Services (Ambulance) Fees: Originally established under Article 37, 2001  
Annual Town Meeting  
Expenditures not to exceed \$800,000**

Beginning Balance, 7/1/14	\$405,815.24
Receipts	670,729.13
Expenditures	529,395.91
Ending Balance, 7/1/15	\$547,148.46

**Board of Health Fees: Originally established under Article 30, 2005 Annual Town Meeting  
FY2017 expenditures not to exceed \$100,000**

Beginning Balance 7/1/14	\$65,529.70
Receipts	61,917.41
Expenditures	70,727.17
Ending Balance, 7/1/15	\$56,719.94

**Field User Fees: Originally established under Article 78, 2004 Annual Town Meeting  
FY2017 expenditures not to exceed \$80,000**

Beginning Balance, 7/1/14	\$63,848.53
Receipts	37,016.50
Expenditures	77,475.46
Ending Balance, 7/1/15	\$23,389.57

**Robbins Library Rentals: Originally established under Article 35, 2006 Annual Town Meeting  
FY2017 expenditures not to exceed \$8,000**

Beginning Balance 7/1/14	\$21,696.10
Receipts	8,300.00
Expenditures	3,409.90
Ending Balance, 7/1/15	\$26,586.20

**Town Hall Rentals: Originally established under Article 35, 2006 Annual Town Meeting  
FY2017 expenditures not to exceed \$100,000**

Beginning Balance, 7/1/14	\$14,534.54
Receipts	123,677.11
Expenditures	68,057.64
Ending Balance, 7/1/15	\$70,154.01

**White Goods Recycling Fees: Originally established under Article 35, 2006 Annual Town Meeting  
FY2017 expenditures not to exceed \$80,000**

Beginning Balance, 7/1/14	\$45,109.39
Receipts	23,568.77
Expenditures	11,272.24
Ending Balance, 7/1/15	\$57,405.92

**Library Vending Fees: Originally established under Article 34, 2009 Annual Town Meeting  
FY2017 expenditures not to exceed \$25,000**

Beginning Balance, 7/1/14	\$4,873.93
Receipts	10,115.50
Expenditures	10,244.55
Ending Balance, 7/1/15	\$4,744.88

**Gibbs School Energy Fees: Originally established under Article 45, 2010 Annual Town Meeting  
FY2017 expenditures not to exceed \$120,000**

Beginning Balance, 7/1/14	\$36,459.27
Receipts	104,728.67
Expenditures 107,017.08	
Ending Balance, 7/1/15	\$34,170.86

**Cemetery Chapel Rentals: Originally established under Article 52, 2011 Annual Town Meeting  
Expenditures not to exceed \$15,000**

Beginning Balance, 7/1/14	\$0.00
Receipts	0.00
Expenditures	0.00
Ending Balance, 7/1/15	\$0.00

**Council On Aging Program Fees: Originally established under Article 28, 2013 Annual Town Meeting  
Expenditures not to exceed \$25,000**

Beginning Balance, 7/1/14	\$4,320.94
Receipts	12,722.56
Expenditures	12,472.15
Ending Balance, 7/1/15	\$4,571.35

**(5-0)**

**COMMENT:** The above represents the usual vote to receive reports on expenditures and receipts of the various Town revolving funds and to authorize and reauthorize such funds in accordance with state law. Additional materials regarding the Revolving Funds have also been included in the Appendix to this report for further consideration.

**ARTICLE 35**

**APPROPRIATION/TOWN BUDGETS**

**VOTED:** That favorable action be taken under Article 35.

**(5-0)**

**COMMENT:** The Board supports the budget as voted by the Finance Committee, specifically the Town Manager's budget. At the Finance Committee hearing on this article in March FinCom invited the Selectmen to make a comment on the changes in the Town Manager's budget. There are two changes to the Town Manager's budget of note. The first is an increase in the Town Manager's compensation. The second is the restoration of the position of Assistant Town Manager.

Earlier this year, the Manager informed the Board that he was about to take a position with another town. The Board reacted quickly and met in an emergency session early the next day. We carefully considered several factors.

We assessed the Manager's performance, and confirmed our opinion that the Manager provides immense value to the town. We considered the field of alternative candidates available as replacement. We looked at the updated competitive market for Town Manager compensation. We considered the effect on other town employees and the competitive market if we were to increase the Manager's compensation. After considering all of these factors, we decided to make a competitive offer to try to retain the Manager. We are very pleased that we were able to do so.

We believe it is important to note that the compensation package is not "standard" and is not a package we would offer to any future candidate for Town Manager. There are very specific provisions in this package designed for the current holder of the position. We made this unusual offer because we know the current Manager very well, we want to retain him, and our experience with him gives us confidence that he will continue to perform with a high level of excellence.

The restoration of the Assistant Town Manager was discussed alongside the compensation, but was not a part of the negotiated package. The Selectmen endorse the restoration of this position because we see the demands on the Town Manager's office, and we know that the expectation of our town's residents can be better met with this resource. This position will have a number of responsibilities. Some examples are:

- \* Serve as main liaison between residents and departments ensuring satisfactory and timely customer service
- \* Serve as Public Records Officer for the Town
- \* Manage various capital projects, including, but not limited to projects funded by the Community Preservation Act
- \* Serve as liaison to the various community groups, working to support the organization of community events

## **ARTICLE 58                    RESOLUTION/COMMUNITY PRESERVATION PLAN**

**VOTED:        That no action be taken under Article 58.**

**(5-0)**

**COMMENT:** The proponent of this article, the Community Preservation Committee requested a vote of "no action," as the plan is presently in draft form. The Board of Selectmen supports their request and looks forward to future discussions of the plan.

**ARTICLE 59**

**RESOLUTION/HANDICAP PARKING SPACES**

**VOTED:** *Arlington Town Meeting is hereby resolved as follows:*

*Given that Title II of the ADA does require that State and Municipalities must make all their programs and services accessible, and on-street parking is considered a public service, thus some number of accessible parking spaces are required to be accessible. Yet there is currently no precise number specified.*

*Given that the Town of Arlington should visibly be a community that welcomes diversity, including people with disabilities,*

*Given that U.S. Census figures, Vision 2020 Survey results, and Registry of Motor Vehicles statistics all verify a substantial (and growing) need for handicapped parking access in the Town of Arlington,*

*Given that demographic projections indicate that the residents of Arlington and surrounding communities will continue to need public handicapped parking in order to access the many retail and service establishments located in Arlington,*

*Therefore, so as to facilitate access for people with disabilities, the Town of Arlington embraces, supports and encourages the inclusion and designation of at least five percent (5%), and no more than ten percent (10%) overall, handicapped parking spaces in any on-street public parking located in commercial districts throughout the Massachusetts Avenue and Broadway business corridors, which encompasses Business Districts B1, 2, 3, 4, 5.*

**(5-0)**

**COMMENT:** The Board unanimously supports the instant resolution, which is the product of thorough engagement of various community interest groups and Town Departments, and sets forth important, aspirational goals for the Town to enhance its support of disabled members of the community. These goals go further than state and federal law presently mandate. While not binding upon the Town, the resolution constitutes an affirmation of our commitments to improving access throughout Arlington’s busiest corridor and a proactive way of informing future decisions.

**ARTICLE 60**

**RESOLUTION/RETURN OF PRECINCT 17 TO HIGHLAND FIRE STATION**

**VOTED:** **That no action be taken under Article 60.**

**(5-0)**

**COMMENT:** The Board of Selectmen recognizes and appreciates the passion with which the proponent has advocated for the instant resolution. However, overall the resolution is not supported by the record before us. Voter turnout has not been adversely

impacted by the change in polling locations; use of the fire station for polling was discontinued because the Commonwealth advised the Town of accessibility issues for voters; and there is at least some concern by the Fire Department about the efficacy and general suitability of using a working fire station as polling location. Determination of voting locations is explicitly vested in the Board of Selectmen under G.L. c. 54 sec. 24. While this article presents a resolution and therefore is non-binding, given the discretion vested in the Board and more importantly, the facts as we understand them, the Board does not believe the resolution is productive. The Board has committed to examining whether a different, feasible polling location would better suit Precinct 17 than the Stratton School, but are confident the Highland Fire Station is not such an option. Thus, we respectfully recommend no action under this article.

## **APPENDIX – ARTICLE 28**

### **COMMUNITY CHOICE AGGREGATION FREQUENTLY ASKED QUESTIONS PROVIDED BY ARLINGTON MOTHERS OUT FRONT**

#### **What is green Community Choice Aggregation (CCA)?**

Green Community Choice Aggregation is a way for a community to get more renewable energy into its residents' electricity, and provide stable and competitive electricity prices. It gives us the option to take control of our electricity sources and prices.

**The law:** In 1997, the Commonwealth of Massachusetts enacted a public policy enabling cities and towns to aggregate the buying power of individual electricity customers. This process is referred to as Community Choice Aggregation (CCA). Through a “green CCA”, Arlington can make a meaningful reduction in its greenhouse gas (GHG) emissions efficiently, affordably, and with the added benefit of public education to bring better understanding to electricity bills, energy choices, and renewable energy.

#### **Why is Arlington pursuing a green CCA?**

Arlington has shown an ongoing commitment to reducing its GHG emissions through projects spearheaded by its Energy Working Group—including LED streetlights, fuel-efficient vehicles for Town use, and solar panels on schools. Since 2010, the Town has been a designated Green Community under the State's Green Communities Act, and has recently achieved its goal of reducing municipal energy use by 20% over five years. The Town has also supported efforts of residents to install solar power on their homes via its participation in 2012 in the Solarize Massachusetts campaign. As the town looks to go further and continue to lead by example, a green CCA is a logical next step.

Additionally, Arlington recognizes that CCA is a way to offer more stable electricity prices, and, very likely, savings on electricity bills to its residents.

#### **How can Arlington begin a CCA?**

A warrant article on CCA is being voted on at the 2016 Arlington Town Meeting in April. Town Meeting Members must vote in favor of the warrant article.

#### **What does the CCA warrant article say?**

Submitted by: Town Manager Adam Chapdelaine on behalf of Town Energy Working Group

To see if the Town will authorize the Board of Selectmen to commence a Community Choice Aggregation Program (CCA) and contract for electric supply as authorized by M.G.L. 164, Section 134, and through CCA decrease greenhouse gas emissions from the generation of electricity for Arlington residents and businesses by pursuing an increased amount of Class I designated renewable energy than is required by the Massachusetts Renewable Portfolio Standard (RPS), or to take any other action relative thereto.



Endorsed by: Sustainable Arlington, Arlington Mothers Out Front, Massachusetts Climate Action Network  
Supported by: Arlington Board of Selectmen

### **What happens if Arlington Town Meeting Members vote YES on CCA?**

The Town is given the authorization to explore CCA. Assisted by a broker chosen through a competitive process administered by the Metropolitan Area Planning Council (MAPC), the Town would go out to bid for an electricity rate for residents, with the goal of getting a price that is competitive with Eversource's Basic Service rates over time and hopefully produces savings for Arlington ratepayers. *There is never an obligation for the Town to move forward with enacting CCA if they do not feel they are getting a good price for residents.*

### **How will Arlington residents be alerted if Arlington begins a CCA?**

If Arlington goes out to bid and gets a good price for our electricity supply, a start date for our CCA will be set. Then, all residents and businesses currently on Eversource's Basic Service (this is most people in town) will be automatically given the appropriate price in the Supply portion of their Eversource electricity bills. The price may be slightly different for commercial and industrial consumers than it is for residential.

Nothing changes in the way residents pay their bills—we still send the money to Eversource.

There is a 30-day education period before the CCA starts where the Town will notify people of the upcoming change. During that period, residents can choose to opt out of the CCA, and therefore continue to receive Eversource's Basic Service rate.

### **Can Arlington residents opt out of CCA?**

**Yes.** By law, the CCA program must include clear and easily executable steps allowing you to opt out with no penalty or other cost. In addition, the CCA plan must automatically exclude residents who have already chosen their own competitive supplier. Those residents will be instead offered the option to opt in to Arlington's CCA program. This allows Arlington residents to choose to participate in something that makes a meaningful impact.

### **Would electricity bills still come from Eversource?**

Yes, residents' electricity bills would continue to come from Eversource, but the CCA price would show up under the "Supply" Section of the bill.

**How much would it cost? Will Arlington ratepayers save money?**

There would be no expenditure of money by the Town, or increase in taxes for residents. The Town locks in a competitive price for electricity for Arlington residents for a period of time—possibly 1 or 2 years. In the Town of Dedham, which has undergone CCA, residential rates are locked in at \$.0969 cents/kWh until December, 2017. Compare that to Eversource’s previous rate of \$.1050 and current rate of \$.10804. Although there is no way to predict how Dedham’s rates will compare to Eversource’s rates when they change in July 2016, it is likely that savings will continue.

*Dedham, MA CCA rates comparison:*

Rate	Cost	Applicable Timeframe
Eversource Basic Service – current	.10804 per kWh	January 1 - June 30, 2016
Eversource Basic Service – Previous	.1050 per kWh	July 1 – December 31, 2015
Town of Dedham residential rate acquired through CCA	.0969 per kWh	January 1, 2016 – December 31, 2017

**Would additional renewable energy content make CCA more expensive than Eversource’s Basic Service?**

It is very unlikely. In Dedham, the rate of .09616 cents/kwh includes an additional 5% Class I renewable energy content. This is because the CCA process uses competitive solicitations to lower electricity procurement costs. Savings from this process are expected to be more than able to pay for the additional renewable energy content without raising overall rates compared to Basic Service.

We also envision that the chosen CCA supplier would offer one or more optional rates with even higher amounts of renewable energy for those residents wanting more.

**Have any other towns done this?**

79 Massachusetts’ cities and towns have already implemented CCA plans, and more are in the process of passing CCA plans with the goal of reducing GHG emissions by increasing renewable energy content by at least 5% over what is required by the RPS, including Lexington, Somerville, and Cambridge. Three towns began green CCAs in January, 2016 - the City of Melrose, City of Salem and Town of Dedham.

**What are the benefits to Arlington?**

***Taking control of our electricity rates***

Arlington can take control of its energy rates through CCA. Eversource is mandated by the state to set a rate for our electricity prices (called Basic Service) on a specific day every 6 months. If the electricity on the market on that day is costly, our rates are high for the next 6 months! We face growing uncertainty regarding Basic Service electricity supply rates because of fossil fuel supply and demand issues. In recent years, the

fluctuations have been drastic, due in no small part to New England's high reliance on natural gas.

With a CCA, Arlington chooses its rate on whatever day the market looks best by working with an experienced broker—as opposed to allowing residents to remain at the mercy of Eversource's rate-setting.

### ***Savings***

There is a good chance that Arlington residents will save money over the life of a CCA compared to Eversource's Basic Service rates.

For example: As mentioned above, in the Town of Dedham, which has undergone CCA, residential rates are locked in at \$.0969 cents/kWh until December, 2017. Compare that to Eversource's previous rate of \$.1050 and current rate of \$.10804. Although there is no way to predict how Dedham's rates will compare to Eversource's rates when they change in July 2016, it is likely that savings will continue.

### ***Price stability***

Arlington can choose a stable price for its residents for a longer period of time than Eversource offers. This means more predictable bills for Arlington residents.

In addition, because the Town would pursue competitive solicitations for electricity supply under a CCA, there are likely to be savings for residents over time vs. Eversource's Basic Service rates.

### ***Taking action against climate change***

In a study of 11,994 climate study abstracts published between 1991 and 2011, **of those papers that took a position on manmade global warming (about 1/3 of them), 97%** concluded that climate change is real and caused by humans. The Earth is facing a climate crisis and, to avoid the worst impacts of this crisis, the burning of fossil fuel must be dramatically curtailed. Massachusetts has a mandate of reducing GHG emissions 80% by 2050 through its Global Warming Solutions Act (GWSA) of 2008, and in order to meet this mandate, cities and towns must act.

Shifting the sources of our electricity generation to include a greater share of renewable energy is a single, simple step that allows for an immediate and substantial decrease in GHG emissions, bringing Arlington closer in line with the state's Global Warming Solutions Act mandate.

### ***Supporting our local energy economy***

In general, dollars spent on imported fossil fuels flow out of Massachusetts, and are no longer available to invest in our local economy. Investing in New England-based renewable energy projects, as we could do through CCA, keeps energy jobs and revenue in our state and our communities. From *Renewable Energy Standards Deliver Economic Benefits* by the Union of Concerned Scientists (May 2013):

**“Renewable energy development outperforms fossil fuels** in two important ways when it comes to driving job growth: 1) Renewable energy development is relatively labor intensive, so it creates more jobs per dollar invested than fossil fuel resources and 2) Installing renewable energy facilities uses primarily local workers, so investment dollars are kept in local communities.”<sup>2</sup>

### ***Protecting residents with a trusted competitive source for electricity***

The Massachusetts Restructuring Act of 1997 unbundled the electricity market and struck down the monopoly held by investor-owned utilities (IOUs, such as Eversource) to generate, transmit and sell electricity to all consumers. Although Eversource still manages transmission and distribution (“poles and wires”) for Arlington, it no longer generates electricity and customers can choose a competitive electricity supplier (the electricity is still delivered by Eversource) or can stay with Eversource’s Basic Service for electricity.

Unfortunately, some competitive suppliers have employed deceptive and confusing marketing practices, including door to door marketing where they do not clearly distinguish themselves from Eversource and do not disclose hidden fees or contract terms. But with CCA, residents are offered a better, clearer and fully disclosed choice. A municipality such as Arlington must submit a detailed plan for review by the Department of Energy Resources, Attorney General, and Department of Public Utilities before it is allowed to contract with a competitive supplier. As part of the rollout of CCA, each resident will be provided clear education on the price, timeframe, and comparability to Eversource Basic Service rates. Each customer will have the opportunity to opt out of the CCA at no cost (and remain on Eversource Basic Service).

### **In Summary**

Overall, CCA is an effective way for communities to receive competitive electricity rates for residents, protect consumers from questionable practices by competitive electricity suppliers, and, with an increase in Class I renewable energy content over Eversource’s current Basic Service, make a large impact on new renewable energy development in the state and region.

**REPORT OF THE  
BOARD OF SELECTMEN  
SPECIAL TOWN MEETING  
WEDNESDAY, APRIL 27, 2016  
8:00 P.M.**

**SPECIAL TOWN MEETING**

**STM ARTICLE 6                    MINUTEMAN REGIONAL VOCATIONAL  
TECHNICAL SCHOOL: BOND AUTHORIZATION  
FOR MINUTEMAN SCHOOL CONSTRUCTION**

**VOTED:        That the Board will report to Town Meeting under Article 6 of the  
Special Town Meeting Warrant.**

**(5-0)**

**COMMENT:** This article was inserted in the Special Town Meeting Warrant to allow for a vote on whether or not the Town will authorize bonding requested by the Minuteman Regional Vocational Technical School for the purposes of a capital construction project to build a new school under M.G.L. c. 71 §16(d) via letter to member communities on March 16, 2016. This matter remains under discussion and study among multiple officials and boards.



**DIANE M. MAHON, CHAIR**  
**DANIEL J. DUNN, VICE CHAIR**  
**KEVIN F. GREELEY**  
**STEVEN M. BYRNE**  
**JOSEPH A. CURRO, JR.**