

SELECTMEN'S MEETING
Monday, June 25, 2018
Town Office Building, 1625 Mass Avenue, Selectmen's Meeting Room
6:30 PM

AGENDA

PUBLIC COMMENTS

Public comments are allowed for up to 10 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Members of the Board will neither comment nor respond, other than to ask questions of clarification. Speakers are encouraged to notify the Selectmen's Office at 781-698-4580 if they wish to speak during public comment to assist the Chairman in managing meeting times.

SELECTMAN CONCERNS AND LIAISON REPORTS

TOWN MANAGER REPORT

ITEMS FOR INDIVIDUAL CONSIDERATION

- | | |
|---|-----------|
| 1. Town Manager Search Update (15 min.) | 6:35 p.m. |
| 2. Approve and Sign Manor House Regulatory Agreement (10 min.) | 6:50 p.m. |
| 3. Liquor License - Change of Manager - Bertucci's (5 min.) | 7:00 p.m. |
| 4. Bicycle Advisory Committee Update (15 min.) | 7:05 p.m. |
| <ul style="list-style-type: none">• Bicycle Friendly Community Award• Upcoming Plans for the 25th Anniversary of the Minuteman Bikeway | |
| 5. Update from Residential Exemption Policy Study Ad Hoc Committee (20 min.) | 7:20 p.m. |
| 6. Approve Year-End Budget Transfers (10 min.) | 7:40 p.m. |
| 7. Decision to Rescind MGL 59, Section 2D, Assessment of New Construction (10 min.) | 7:50 p.m. |
| 8. Review Extension of Munroe Center of the Arts License Agreement (10 min.) | 8:00 p.m. |
| 9. Approve Memorandum of Agreement with Lexington Public Employee Committee (5 min.) | 8:10 p.m. |
| 10. Reporting Structure for Public Information Officer and Town Clerk's Office (10 min.) | 8:15 p.m. |
| 11. Selectmen - Committee Appointments (5 min.) | 8:25 p.m. |

CONSENT AGENDA

1. Approve Minutes

EXECUTIVE SESSION

- | | |
|---|-----------|
| 1. Exemption 3: Collective Bargaining Update - Police Superior Officers (15 min.) | 8:35 p.m. |
|---|-----------|

ADJOURN

- | | |
|----------------------------|-----------|
| 1. Anticipated Adjournment | 8:50 p.m. |
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The next regularly scheduled meeting of the Board of Selectmen is scheduled for Monday, July 9, 2018 at 7:00 p.m. in the Selectmen's Meeting Room, Town Office Building, 1625 Massachusetts Avenue.

Hearing Assistance Devices Available on Request

*All agenda time and the order of items are approximate and
subject to change.*



AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Town Manager Search Update (15 min.)

PRESENTER:

Alan Gould, Buzz Stapczynski,

ITEM NUMBER:

I.1

SUMMARY:

A vote is requested for this agenda item.

Municipal Resources Inc. (MRI) will provide the Board with a brief update on the Town Manager search process. MRI will also present, for the Board's review and approval, the Community Profile, Candidate Profile and Challenges Statement document, which will be posted on MRI's recruitment website for potential candidates to review.

SUGGESTED MOTION:

Move to approve, subject to coordinating non-substantive edits with the Chair, the Community Profile, Candidate Profile and Challenges Statement document to be posted on Municipal Resources Inc. recruitment website.

FOLLOW-UP:

MRI to post to recruitment website.

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

6:35 p.m.

ATTACHMENTS:

Description	Type
TM Search Profile	Backup Material

THE TOWN OF LEXINGTON, MA

TOWN MANAGER RECRUITMENT

Invitation to Qualified Candidates

INTRODUCTION

The Lexington Town Manager position provides a rare opportunity for a seasoned management professional with a demonstrated track record of progressive leadership to work and enjoy all the opportunities of this 'destination' community. Candidates will find a highly engaged five-member Board of Selectmen and a diverse, dynamic and active citizenry that participates enthusiastically in all aspects of their government.

This Profile is intended for use as a resource in the search for the next Town Manager. Although it is expected that candidates with a sincere interest in the position will do their own research, this document provides valuable information and links for candidates considering their 'fit' with Lexington community.

Much information is provided herein but candidates are encouraged to learn more about the position by visiting [Municipal Resources' website](#) or the [Town's website](#).



ABOUT LEXINGTON

The Town of Lexington, MA is located in Middlesex County, 11 miles northwest from Boston, located at the intersection of I-95/Route 128 and Route 2. The Town was settled as a farming community as part of Cambridge in 1642 and incorporated as a Town in 1713. Today it has a diverse population of approximately 33,000 residents and 12,000 households. Its land area is approximately 17 square miles. It is predominately a residential community made up of an attractive mix of neighborhoods, an active commercial Town Center and blend of industrial and business parks. The daytime work population is estimated to be 20,000. Lexington is home to a number of life science and healthcare companies (Shire Pharmaceuticals, Beth Israel Deaconess Medical Center/Children's Hospital, Lahey Clinic, Agenus, and Fractyl), MIT Lincoln Laboratory and BAE Systems. Hanscom Air Force Base and Massport, a civilian airport, are adjacent to Lexington and provide additional employment opportunities. As well as being a desirable place to live, raise a family and work, Lexington has a number of unique features which attracts families and retains seniors. The Lexington Public Schools are ranked among the best in the country. The school population is over 7,200 and growing 1 ½ - 2% annually. The Town has an active tourist economy based on being the "The Birthplace of American Liberty" that brings in people

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from near and far. There is a creative economy that is the envy of suburban municipalities with a movie house in the Town Center, the Town's Cary Memorial Hall which hosts a Performing Arts Series and is home to the Lexington Symphony.



Running through Town is a ten-mile long rail trail, The Minuteman Commuter Bikeway, which links Bedford, Lexington and Arlington to the Alewife MBTA Station in Cambridge. The bikeway is celebrating its 25th anniversary and one of the premier rail trails in the country. The beautiful and friendly Lexington Community Center has the motto, “a place for every Lexington resident” and its extensive programming backs up this claim!

LEXINGTON'S HISTORY: THE BIRTHPLACE OF AMERICAN LIBERTY

The Town of Lexington holds a remarkable place in our country's history. In 1642, a mere 22 years after the Pilgrims landed in Plymouth, the Town was settled as a farming community, named Cambridge Farms as a part of Cambridge. Lexington was formally incorporated as a Town by the Massachusetts Legislature in 1713. The early settlers were farmers making their living along Vine Brook.



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Then on April 19, 1775, the first battle of the Revolutionary War was fought in Lexington on what is known today as The Battle Green. The Red Coats initially prevailed against the Minutemen but were repelled in Concord at the Old North Bridge, thus preventing the capture of the militia's arms. At the Battle of Lexington the first shots in the war were fired as well as the first bloodshed in defense of liberty, thus earning the title, "The Birthplace of American Liberty".

Today, Patriots' Day is celebrated on the third Monday in April with a day filled with remembrances, programs and activities. The celebrations includes an early morning reenactment of the Battle of Lexington by Colonial and British Reenactors. The community prides itself on its colonial history and on Patriots' Day they honor this heritage. Visitors from around the world gather on The Battle Green to witness and participate in Patriots' Day. The Town will be celebrating the 250th Anniversary of the Battle of Lexington in 2025.



LEXINGTON BUDGET

This spring the Annual Town Meeting approved a general fund budget of \$221M. This represents a 4.1% increase over the FY '18 adopted budget. The Selectmen, School Committee, Appropriation Committee and Capital Expenditures Committee held numerous Summit Meetings during the budget planning process to recommend an FY '19 spending and revenue plan to the Annual Town Meeting. The budget is made up of these five sections; Education budget \$110M, Municipal budget \$38M, Shared expenses \$60M, Capital not borrowed \$7M and Other expenses \$6M.



Lexington has the history of conservative budgeting for both revenues and expenditures and as a result has built up reserves. The Town has a general stabilization fund of \$10M and capital stabilization fund of \$30M. The FY '17 undesignated fund balance, aka, "Free Cash" is \$13M. New growth is projected to be \$2.5M for FY '19. The Board of Selectmen has requested the Town Manager draft a budget that is balanced within estimated revenues and does not require a Prop. 2 ½ override. This will be a challenge in the future as the demand for both school and

municipal services increase against a limited revenue base.

The bond rating agencies have recognized that Lexington has followed financial policies and practices in a manner expected of municipalities with strong debt/credit capacity and, as a result, both Moody's and Standard & Poor's have awarded the Town their highest possible, investment grade ratings, Aaa and AAA respectively. Town budget information can be viewed at www.lexingtonma.gov/budget.

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IDEAL CANDIDATE PROFILE

The ***Ideal*** Candidate for the position of Lexington, MA Town Manager will have:

Graduate degree in public administration or related field.

Ten years of demonstrated experience in a public management or relevant, transferable experience.

A career record of thoughtful financial management and strategic capital planning with a proven ability to work within an already established and successful budget process.

Ability to be intellectually curious and creative and to identify innovative solutions.

Strong public speaking and presentation skills.

Extensive knowledge and experience in negotiations within a collective bargaining environment while also maintaining the ability to establish respectful and harmonious relationships with union and non-union leadership.

Ability to “listen” and to provide the highest level of customer service.

Committed to continuous improvement and excellence in public services with a strong emphasis in the utilization of evolving IT innovations to improve communications and build added efficiencies in the service delivery systems of the community.

Proven record of nurturing and embracing an established positive culture while promoting civility and professional decorum in all public discourse.

Demonstrated ability to provide unbiased guidance to all elected and appointed officials as well as an engaged and diverse citizenry.

Willingness to manage Town affairs in an open, diplomatic and transparent manner.

Ability to lead, organize, inspire and manage people. A proven skill set that allows the manager to multi-task a myriad of issues while remaining focused on Board of Selectmen priorities.

Skills in working collaboratively, cooperatively and building consensus with a strong emphasis on maintaining a positive, productive relationship between the school and municipal administrations.

Demonstrated career long foundation of impeccable professional and personal ethical standards, integrity, respect, honesty and accountability.

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THE CHALLENGE

The successful candidate for the Lexington Town Manager position must have a proven record of establishing positive internal, as well as external, relationships while holding her/himself and others to the highest standards of integrity and accountability. The Town Manager must also be fully committed to the concept of transparency and openness in government, ensuring those concepts are practiced throughout the organization. Nurturing positive relationships throughout the diverse community, listening to the various constituencies, and working with the Board of Selectmen, Town Meeting Members, boards and committees will be a key to success. He or she must be unbiased, having the diplomacy and patience to seek and value input from all sides of an issue.



Given Lexington's high expectation for quality and responsive services, the Town Manager is expected to lead, direct, mentor, and motivate a professional team that will consistently deliver these exemplary core community services. The Town Manager must seek to identify and understand the vision of the community for its future and provide professional, technical, and management support to the elected officials in their effort to efficiently and effectively provide for the collective needs of those who live and work in the community. The ideal candidate must be able to anticipate and recognize potential problems and patterns, and then work with staff and other officials to develop solutions. The Selectmen will depend on the Town Manager to present it with unbiased information on important matters in a relevant, meaningful way that provides the appropriate perspective.

Lexington is served by a well-respected but relatively new Senior Management Team. It is important for the new Manager to value these employees and maintain the positive working relationships that have already been established.



Credit: Kenneth Zirkel



Credit: Bostonian13

It will be crucial for the next Manager to have a proven record of succession planning, recruiting, selecting and grooming a high-performance team. Additionally, a challenge for the new Manager will be a personal commitment to recruitment goals that will help diversify the Town's workforce to better reflect the changing demographics within Lexington.

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In order to address the Town-wide concerns about the changing demographics, the Town Manager and the School Superintendent formed the Diversity Advisory Task Force to advise them and the community's appointed and elected leaders on the issues regarding diversity relative to age, ethnicity, race, sexual orientation, gender identity, religious beliefs and mental or physical ability. In 2016, the Asian Communities Subcommittee of the



2020 Vision Committee issued a [report](#) with a number of recommendations that the next administration needs to be aware of to fully engage the minority communities in the civic life of Lexington.

Lexington is a very desirable community in which to live, raise a family and work and a significant part of the challenge facing the new Town Manager will be to balance the costs of providing a high level of Town and education services at a sustainable tax rate. This issue of property tax increases is most acute among the aging demographics in Lexington and the lack of affordable housing options for many, including seniors in the community. The Manager must provide active and visible leadership on this important issue. In order to achieve this, he or she will need to help guide the Town in its desire to balance the issues of economic development, traffic mitigation and transportation needs in both the commercial and residential areas, with the residents' stated desires to maintain the history, heritage and high quality of life.

A particular challenge for the Manager will be how to utilize the Town's historical and pre-eminent tourism economy that benefits many of the small businesses that are beneficiaries of tourism dollars and who are located along Massachusetts Avenue through the Town Center. In the next few years a potential transformation will be taking place via a proposed Center Streetscape Project which has identified a host of improvement options to pedestrian and vehicular traffic in the Town Center.



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The Town has a significant stake in a number of large capital improvement projects, some are underway now, and others in the planning stages for the next three to five years. The Manager must be experienced in capital planning and financing such that increasing debt service does not unduly impact town services and programs. In addition, the next Manager needs to be aware of the financial strategies necessary to maintain the Town's investment grade bond ratings (Moody's Aaa and Standard and Poor's AAA) and balancing the Town's ability to pay with and without Prop 2 ½ debt exemptions.

Current capital projects include:

- Hastings Elementary School
- Lexington Children's Place (Pre-K)
- Additions/Renovation at Middle Schools
- Fire Station
- Visitors Center

Future capital projects include:

- Police Station
- Community Center Addition
- High School
- Cemetary Building
- Center Streetscape Project

He or she must be skilled at developing and maintaining the positive working relationship that exists with the Lexington Public Schools as a new Superintendent will begin July 1, 2018. An Interim Assistant School Superintendent for Finance and Operations is also being recruited. The new Manager will need to engage in immediate discussions with these key school personnel to deal with the growing school age population that will strain the ability of the school system to provide sufficient space within its existing infrastructure in addition to short and longer-term needs involving new buildings and renovations across the entire school district.

The Town Manager plays a significant role in negotiating and administering the Town's collective bargaining agreements. The Town Manager must be an experienced and effective negotiator with demonstrated skill and success in managing and administering fair and reasonable collective bargaining agreements for both sides while balancing the needs of the employee with the ability of the residents to pay.



The ideal candidate must possess outstanding verbal presentation and written communication skills. It is imperative that the Town Manager be able to communicate effectively and diplomatically with town leaders, staff, and the public. In order to do this, it is expected the Manager will need to have a high level of community engagement. It is the Town Manager's responsibility to keep the public informed, so he or she must be committed to operational transparency, and possess the ability

to synthesize and communicate clear program/project level progress on cross-functional initiatives and activities inherent in Lexington's tradition of civic participation. The Town Manager must leverage emerging technologies

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and other creative ways to promote community involvement. “Customer service” is a high priority for Lexington, which means the successful candidate must place great value on listening and providing accurate and transparent information to all members of the community.

Finally, the toughest challenge for the next Town Manager may be leading an organization that has been led successfully for thirteen years by an experienced and seasoned municipal professional. The current Town Manager helped lead the organization with four simple words that guided his administration’s success: respect, integrity, character and excellence.



ADDITIONAL INFORMATION

Much information is provided herein but candidates are encouraged to learn more about the position by visiting [Municipal Resources’ website](#) or the [Town’s website](#). Candidates can also contact Alan Gould at agould@mrigov.com or by phone at 603-279-0352 ext. 320. To apply submit a resume and cover letter in PDF format to recruitment@mrigov.com. **Applications must be submitted by July 9, 2018 by 8am EST.**

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve and Sign Manor House Regulatory Agreement (10 min.)

PRESENTER:

Liz Rust, Regional Housing Services
Office

ITEM NUMBER:

I.2

SUMMARY:

A vote is requested for this agenda item.

As part of the Manor House condominium project (located on Woburn Street near Lowell Street) the developer is required to provide six (6) affordable units for sale. The terms of this affordable housing agreement are provided for in the LIP Regulatory Agreement, which requires approval by the Board of Selectmen. The affordable units will be sold at prices specified in the Regulatory Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the “Low and Moderate Income Units”);

SUGGESTED MOTION:

Move to approve and authorize the Town Manager to sign the Local Initiative Program - Regulatory Agreement and Declaration of Restrictive Covenants for Ownership, for the Manor House of Lexington, located at 2 Manor Terrace.

FOLLOW-UP:

RHSO will process the Agreement.

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

6:50 p.m.

ATTACHMENTS:

Description	Type
 Manor House Regulatory Agreement	Backup Material

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS FOR OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") made as of the 6 day of June, 2018 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Lexington ("the Municipality"), and Pinnacle Park LLC, a Massachusetts limited liability company, having an address at 424 Marrett Road, Lexington, MA 02421, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as The Manor House of Lexington at 2 Manor Terrace a 1.98-acre site on Woburn Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of fifty one (51) condominium units (the "Units") and six (6) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, The Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has given and will give technical and other assistance to the Project];

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

1 of the Low and Moderate Income Units shall be one bedroom units;
5 of the Low and Moderate Income Units shall be two bedroom units;
of the Low and Moderate Income Units shall be three bedroom units; and,
of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the **Boston-Cambridge-Quincy, MA-NH MSA**.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed

Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions")). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. Intentionally left blank.

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable,

the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a Limited Liability Company, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
 - A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.
- (b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either
- The package requesting consent is incomplete, or
 - The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
 - The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.
- (c) The Project Sponsor shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:
- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
 - (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
 - (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any part of the Project.
- For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation. Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: Town of Lexington
1625 Massachusetts Avenue
Lexington MA 02420

Project Sponsor: Pinnacle Park LLC,
424 Marrett Road, Lexington, MA 02421

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, The rights and restrictions contained in this Agreement

shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD

may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR

Pinnacle Park LLC

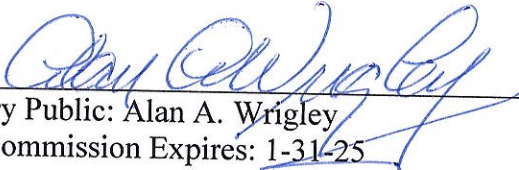
By: _____

 Kelly
Its: Manager and Authorized Person

COMMONWEALTH OF MASSACHUSETTS

COUNTY :Middlesex, ss.

On this 6th day of June, 2018, before me, the undersigned notary public, personally appeared Peter C. J. Kelly, Manager and Authorized Person as aforesaid, known to me to be the person whose name is signed on the preceding document, as Manager and Authorized Person of the Pinnacle Park LLC [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose as the free act and deed of Pinnacle Park, LLC



Notary Public: Alan A. Wrigley
My Commission Expires: 1-31-25



Executed as a sealed instrument as of the date first above written.
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY: SUFFOLK, ss.

On this _____ day of _____, 20__, 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 document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

Executed as a sealed instrument as of the date first above written.

MUNICIPALITY

Town of Lexington

By: _____
Its:

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY : _____, ss. _____, 20__

On this _____ day of _____, 20__, 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 document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:

My Commission Expires:

**Consent and Subordination of Mortgage
to Regulatory Agreement**

Reference is hereby made to a certain Mortgage dated April 9, 2015 given by Pinnacle Park LLC to, recorded with the Middlesex South Registry District of the Land Court as Document Number 1696246 and noted on Certificate of Title Number 258681 in Book 1467 at page 10 ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

Dedham Institution for Savings

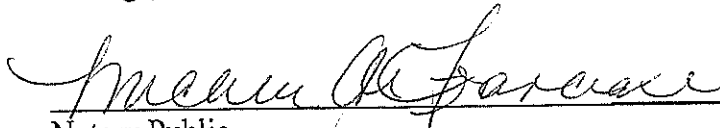
By: 
Douglas Shaw, Executive Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Norfolk, ss.

May 11, 2018

On this 11 day of May, 2018, before me, the undersigned notary public, personally appeared Douglas Shaw, Executive Vice President as aforesaid, known to me to be the person whose name is signed on the preceding, as Executive Vice President of Dedham Institution for Savings, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
Print Name: Michele A. Franciose
My Commission Expires: 2.12.2021

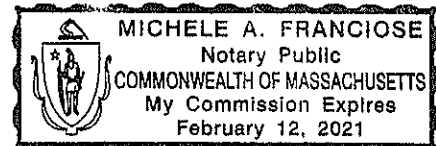


EXHIBIT A

Re: The Manor House of Lexington
(Project name)
2 Manor Terrace, Lexington, MA 02420
(City/Town)
Pinnacle Park LLC
(Developer)

Property Description

Exhibit A

A certain parcel of land with the buildings thereon, situate in Lexington, in the County of Middlesex and said Commonwealth, bounded and described as follows:

NORTHERLY	by the Southerly line of Woburn Street, one hundred and eighty-two (182) feet;
EASTERLY	two hundred fifty (250) feet, and two hundred thirty-eight and 73/100 (238.73) feet
NORTHEASTERLY	by Lot A2 as shown on plan hereinafter mentioned;
SOUTHERLY	by land now or formerly of Charles W. Ryder, two hundred and thirty-eight (238) feet; and
WESTERLY	by said Ryder land four hundred seventy-six and 68/100 (476.68) feet

Said parcel is shown as Lot A3 on said plan, (Plan No. 13923C).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 1467, Page 10, with Certificate 258681.

The above described land is subject to an Order by the Town of Lexington in install water main in Woburn Street and Assessment, Document 251810.

For my title see Certificate of Title No, 258681, filed in Registration Book 1467, Page 10.

EXHIBIT B

Re: The Manor House of Lexington _____
(Project name)
Lexington _____
(City/Town)
Pinnacle Park LLC _____
(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
One bedroom units (unit 50)	\$154,400.00 _____	\$ 291.51 _____	1.521 _____
Two bedroom units (unit 17)	\$ 167,500.00 _____	\$ 371.44 _____	1.938 _____
Two bedroom units (units 21, 38, 6, 33)	\$ 170,500 _____	\$ 347.86/350.55 _____	1.813/1.829 _____
Three and Four bedroom units	\$ N/A _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as units numbered 6, 17, 21, 33, 38 & 50 on:

- ☐ a plan of land entitled Plot Plan of Land Located in Lexington Massachusetts _____ recorded with the Middlesex South Registry of Deeds as Plan #500 of 2017.
- ☐ floor plans recorded with the Master Deed of the The Manor House of Lexington recorded with the Middlesex South Registry of Deeds Registry of Deeds in Book 69394, Page 234

EXHIBIT C
LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 20___. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [☐] Massachusetts Housing Finance Agency ("MassHousing"), [☐] the Massachusetts Department of Housing and Community Development ("DHCD") [☐] the Municipality; and [☐] _____, dated _____ and recorded with the Registry in Book _____, Page _____ (the "Regulatory Agreement");
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD, and the City/Town of _____ (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been

retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the _____ MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is \$ _____.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) of Area

Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the

purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring

Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein

as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.¹

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued

interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent: (1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Boston, MA 02114

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a

written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) specific performance of the provisions of this Deed Rider;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the

Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [☒] shall [☐] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the

holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20____.

Grantor: _____

Owner: _____

By: _____
Its: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Liquor License - Change of Manager - Bertucci's (5 min.)

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

I.3

SUMMARY:

All the necessary paperwork to request approval for a change of manager on the All-Alcoholic Common Victualler Liquor License for Bertucci's Restaurant Corporation d/b/a Bertucci's Brick Oven Ristorante has been submitted. The proposed manager, James Ross, has submitted an Alcohol Awareness Training Certificate and completed the required CORI check.

SUGGESTED MOTION:

Motion to approve the application reflecting a change of manager and issue an All Alcoholic Common Victualler License to Bertucci's Restaurant Corporation, d/b/a Bertucci's Brick Oven Ristorante, 1777 Massachusetts Avenue.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

7:00 p.m.

ATTACHMENTS:

Description	Type
 Liquor License Application- Change of Manager - Bertucci's	Backup Material



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

AMENDMENT APPLICATION FOR A CHANGE OF MANAGER

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)

Bertucci's Restaurant Corp.

ABCC License Number

061200008

City/Town of Licensee

Lexington

2. APPLICATION CONTACT

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

First Name:

Chrissy

Middle:

Last Name: Wills

Title:

Other

Primary Phone:

Email:

3. BUSINESS CONTACT

Please complete this section **ONLY** 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:

155

Street Name:

Otis Street

City/Town:

Northborough

State:

MA

Zip Code:

01532

Country:

USA

Mailing Address

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

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

4. 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 type="checkbox"/> Officer | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input 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
Please see Resume				

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

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, Brian Connell the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Bertucci's Restaurant Corp, hereby submit this application for Change of Manager
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: 5/25/18

Title: SR VP & CFO

BERTUCCI'S RESTAURANT CORP.
d/b/a Bertucci's Brick Oven Ristorante
Secretary's Certificate

The undersigned hereby certifies he is the CFO, Treasurer, and Secretary of Bertucci's Restaurant Corp. (the "Company"), and that as such he is authorized to execute and deliver this Certificate on behalf of the Company; and the undersigned hereby further certifies that the following vote was duly adopted by the Company's Board of Directors effective as of May 14, 2018, and that such vote is in full force and effect on the date hereof:

VOTED: To remove Bobby L. Kaziz, as the manager of record and to appoint James Ross, Pepperell, MA as its manager and principal representative with full authority and control of the premises known as Bertucci's Brick Oven Ristorante located at 1777 Massachusetts Ave, Lexington, Massachusetts, as further described in the Company's liquor license with respect to such premises, and of the conduct of all business therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts; and that a copy of this vote duly certified by the Clerk of the Corporation and delivered to said manager or principal representative shall constitute the written authority required by law.

IN WITNESS THEREOF, the undersigned has executed this certificate as of this 14th day of May, 2018.



Brian P. Connell,
CFO, Treasurer, Secretary

James Ross

Objective

To provide excellent customer service, working in a team focused environment with the opportunity to grow and advance within a company.

Experience

2015-2015 Portland Pie Company Reading MA

General Manager

Provided great guest service
Managed a team of 2 managers, 1 hourly Supervisors and 40 employees
Drove sales, guest counts through execution and Marketing
Maximized profits
Executed and marketed a busy delivery service and very successful business rewards program
Set up functions
Responsible for all accounting duties: payroll, weekly paperwork, deposits, invoicing, etc.
Understanding P&L, writing monthly business plans
Hiring, Firing, training and coaching all employees
Set expectations and followed up through my Managers
All aspects of the Business

2003-2015 Smokey Bones Bar & Fire Grill Restaurant

General Manager - Stoughton, MA (2010-2015)

Provided great guest service
Managed a team of 3 managers, 3 hourly Supervisors and 70 employees
Drove sales, guest counts through execution and Marketing
Maximized profits
Understanding P&L, Writing Monthly Business plans
Hiring, Firing, training and coaching all employees
Set expectations and following up through my Managers
In 2011 we were up 30% in sales over previous year and up in sales every year after
New restaurant opening experience
2-100% secret shopper reports/9-100% bar shopper reports
All aspects of running the business

Kitchen Manager - Tyngsboro, MA (2003-2010)

Providing Quality guest service, while maximizing profits.
Supervised kitchen and dining room teammates.
Responsible for the development of new teammates and managers.
Responsible for scheduling, inventory, and ordering.
Performed opening and closing restaurant procedures.
Interviewed, hired, and oriented new teammates.
Responsible for all restaurants training and marketing.
Regional Culinary Specialist/Trainer
6 Time Culinary Manager of the Quarter
Top food cost 6 straight years
Took operation from 65th out of 68 units to Top 5 in 2 months
Responsible for all new menu items and all training in the region
New restaurant opening experience

2001-2003 Sky Market Pizza & Deli Nashua, NH

Store Manager

Responsible for scheduling, inventory, and ordering.
Interviewed, hired, and oriented new teammates.
Oversee very busy take-out, delivery, catering and grocery service.
Providing Quality customer service, while maximizing profits.
Produce new menu items, recipes and menu pricing.

1998-2001 D'Angelo Sandwich Shop Billerica, MA

General Manager

Responsible for managing and mentoring up to 3 managers.
Responsible for projecting and forecasting weekly sales.
Ordered and maintained inventory.
Interviewed, hired, and oriented new employee's
Balanced store nightly and processed paperwork.
Handled customer complaints and inquiries.
Maintained a safe and clean environment in compliance with Board of health regulations.

1994-1998 Pizza Pizzazz Pepperell, MA

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Bicycle Advisory Committee Update (15 min.)

PRESENTER:

Peggy Enders, Chair of the Bicycle
Advisory Committee

ITEM NUMBER:

I.4

SUMMARY:

Peggy Enders, Chair of the Bicycle Advisory Committee, will brief the Board on the Bronze status Bicycle Friendly Community Award that Lexington received and discuss upcoming plans for the 25th Anniversary of the Minuteman Bikeway.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

7:05 p.m.

ATTACHMENTS:

Description	Type
❑ BFC Spring 2018 Report Card	Backup Material
❑ Bikeway 25th Anniversary Plan outline	Backup Material
❑ 25th Anniversary Presentation	Backup Material
❑ 2018 Bicycle Friendly Community Award	Backup Material



LEXINGTON, MA

TOTAL POPULATION

32,478

POPULATION DENSITY

1,980

TOTAL AREA (sq. miles)

16.4

OF LOCAL BICYCLE FRIENDLY BUSINESSES

1

OF LOCAL BICYCLE FRIENDLY UNIVERSITIES

N/A

10 BUILDING BLOCKS OF A BICYCLE FRIENDLY COMMUNITY

	Average Silver	Lexington
High Speed Roads with Bike Facilities	37%	100%
Total Bicycle Network Mileage to Total Road Network Mileage	45%	36%
Bicycle Education in Schools	GOOD	ACCEPTABLE
Share of Transportation Budget Spent on Bicycling	12%	UNKNOWN
Bike Month and Bike to Work Events	GOOD	VERY GOOD
Active Bicycle Advocacy Group	YES	YES
Active Bicycle Advisory Committee	MEETS EVERY TWO MONTHS	MEETS AT LEAST MONTHLY
Bicycle-Friendly Laws & Ordinances	SOME	AVERAGE
Bike Plan is Current and is Being Implemented	YES	UNDER DEVELOPMENT
Bike Program Staff to Population	1 PER 100K	1 PER 3K

CATEGORY SCORES

ENGINEERING <i>Bicycle network and connectivity</i>	4.6 /10
EDUCATION <i>Motorist awareness and bicycling skills</i>	3.8 /10
ENCOURAGEMENT <i>Mainstreaming bicycling culture</i>	4.1 /10
ENFORCEMENT <i>Promoting safety and protecting bicyclists' rights</i>	4.1 /10
EVALUATION & PLANNING <i>Setting targets and having a plan</i>	2.8 /10

KEY OUTCOMES

	Average Silver	Lexington
RIDERSHIP <i>Percentage of Commuters who bike</i>	2.6%	1.17%
SAFETY MEASURES CRASHES <i>Crashes per 10k bicycle commuters</i>	523	904
SAFETY MEASURES FATALITIES <i>Fatalities per 10k bicycle commuters</i>	5.8	0



KEY STEPS TO SILVER



» Continue to expand and improve the bikeway network, particularly on higher speed and higher traffic roads through protected bike lanes and/or separated shared use paths. Local survey comments indicated that many bicyclists in the community find Lexington's major roads, particularly Massachusetts Avenue, to be a significant barrier to bicycling.

» Continue to increase the amount of high quality, APBP-compliant bicycle parking throughout Lexington.

» Improve and expand the Safe Routes to School program in all schools. In particular, middle and high school education could be improved as older students learn to drive and share the road.

» Expand bicycle education opportunities for adults, including bicyclists and motorists. Increase the number of active League Cycling Instructors in the area offering bike education to youth and adults.

» Work with law enforcement to ensure that enforcement activities

are targeted at motorist infractions most likely to lead to crashes and injuries among bicyclists. Continue efforts to improve data-driven road safety improvements and Vision Zero activities.

» Your application indicated that Lexington is currently creating a bicycle master plan. This is a great step to improving conditions for bicycling and institutionalizing processes for continual improvement. Your bike plan should build upon the 2015 Lexington Open Space and Recreation Plan and the 2016 Complete Streets Policy to create a safe, comfortable, and connected bicycle network. Partner with Lexington's new Diversity Task Force to ensure that the comprehensive planning process addresses all Lexington residents equitably and includes a strong public input component. Dedicated staff and budget for bicycling improvements will also be critical to the success of the plan.

» Continue to develop a bicycle count program that utilizes several methods of data collection, including automated bicycle counters and mobile counters to provide before/after data related to a changes in the bicycle network.

Bikeway 25th Anniversary
"25 Years of Going Places on the Minuteman Bikeway"

For Review: Board of Selectmen Meeting June 25, 2018

Saturday, September 29th Events (Lexington and Tri-Town Activities; Rain Date September 30)

- **Whistlestop Tour** - Dignitaries ride the path (along w a few decorated bikes) for photo opps, meet-and-greets, and food/drink in each of the three towns. Initial invitation has been sent to Governor Baker. Speeches?
- **ArtsOffroad** - visual arts, and unplugged performances along the bikeway; Haiku Along the Bikeway. Funding awards from CEL and Blossom Fund.
- **Afternoon Party on the Lawn** - anchor event with performances (Dance Inn, rock band), children's entertainment, and fair-type booths for cycling awareness (e.g., Bike Maintenance; Great Old Bikes/Great New Bikes; kids bike safety); other booths/tents for local groups.
- **Bike and Walking Tours** - Guided ACROSS Lexington bike and walking tours including the bikeway; police lead tour with children?
- **TBA** - ex: East Lexington picnic block party at Mill Pond Park.

ADVANCE Activities

- Lightpole banners in the Center
- CVS Window Display: images of railroad days and building the bikeway (September)
- Grant Street Park Garden
- Call for Artists: Gallery show at Munroe Center for the Arts
- MCA Open House Workshop
- History of the Railroad and Bikeway: Sam Doran and Tom Fortmann; party at the Depot
- Re-issue and sale of "On the Path" book written and published by 1993 Bowman School 4th graders.
- Solicitation of submissions for Haiku Along the Bikeway (tri-town project)
- Solicitation of retailers to contribute to coupon book/map for "Picnic on the Bikeway"
- Website: <http://bikeway25.org>

Related Activities

- Library Cube (September)
- Design and sale of commemorative t-shirts (tourist, performance)

- Retailers carrying cycling merchandise (glassware, jewelry, beer), tie-in to food establishments where folks can eat/drink after the afternoon party
- LexMedia: Videotaping of bikeway users & event
- LexMedia broadcast of “Revival” video done by Kim Downey
- Articles in local papers, including retrospective of years of bikeway planning
- Bike Corral at Visitors’ Center lawn
- Publicity, Social Media/Web, sandwich boards, electronic signs
- Outreach to regional bicycle groups, others

Questions

- MC for afternoon party at Visitors’ Center: Speeches?
- Vendors?
- Retailers and sponsorships
- Permits

Current Tri-Town Announcement:

Come celebrate the 25th anniversary of the Minuteman Commuter Bikeway on Saturday, September 29, 2018, when Arlington, Lexington, and Bedford will host a tri-town celebration of the popular rail-trail. The bikeway was completed and dedicated by the three towns during 1992-93, and its success has inspired countless rail-trail and pathway projects in New England and beyond. As we celebrate the past 25 years of ***Going Places on the Minuteman Bikeway***, we look forward to an even better trail that is part of a robust regional bicycle transportation network.

Community celebrations will be held simultaneously along the bikeway in all three towns from 11 am to 3 pm on September 29. You are welcome to visit as many activities as you like in Arlington Center (Jefferson Cutter House), Lexington Center (Visitors Center lawn), and Bedford (near the Bikeway Source). Each location will feature conversations with local bicycle enthusiasts and bikeway representatives, information about current and future bicycling initiatives, and light refreshments. Planning is underway for special visual art and musical interludes along the path.

Of course, the best way to celebrate the bikeway's success is to get out and enjoy it by foot, bicycle, skates, or wheelchair! We look forward to celebrating "Minuteman Bikeway Day" with everyone on September 29.

Celebrating 25 Years of Going Places on the Minuteman Commuter Bikeway 1993-2018

Summary for Board of Selectmen
June 25, 2018



Collaborators

- Bicycle Advisory Committees in Arlington, Bedford and Lexington
- Arts Groups in the three towns, including the Munroe Center for the Arts
- Lexington Tourism Committee
- Lexington Retailers Association
- Lexington Historical Society
- Cary Library
- Visitors Center



“Minuteman Bikeway Day”: Saturday, September 29



- Events being planned in all three bikeway towns;
- Lexington: Visitors Center lawn
- **Whistlestop Tour** - Dignitaries ride the path (along w a few decorated bikes) for photo opps, meet-and-greets, and food/drink in each of the three towns. Initial invitation has been sent to Governor Baker. Speeches?
- **ArtsOffroad** - visual arts, and unplugged performances along the bikeway; Haiku Along the Bikeway. Funding awards from CEL and Blossom Fund.

“Minuteman Bikeway Day”:

Saturday, September 29



- **Afternoon Party on the Lawn** - anchor event with performances (Dance Inn, rock band), children’s entertainment, and fair-type booths for cycling awareness (e.g., Bike Maintenance; Great Old Bikes/Great New Bikes; kids bike safety); other booths/tents for local groups.
- **Bike and Walking Tours** – Guided ACROSS Lexington bike and walking tours including the bikeway.
- TBA - ex: East Lexington picnic block party at Mill Pond Park

ADVANCE ACTIVITIES



- Lightpole banners in the Center
- LHS CVS Window Display: images of railroad days and the building the bikeway (month of September)
- Grant Street Park Garden
- Call for Artists: Gallery show at Munroe Center for the Arts
- MCA Open House Workshop

ADVANCE ACTIVITIES (2)



- **History of the Railroad and Bikeway:** Sam Doran and Tom Fortmann; party at the Depot (Wed September 5)
- Re-issue and sale of “**On the Path**” book written and published by Bowman School 4th graders in 1993.
- Solicitation of submissions for “**Haiku Along the Bikeway**” (tri-town project)
- Solicitation of retailers to contribute to coupon book
- Website: <http://bikeway25.org>

Related Activities



- Library Display (September)
- Design and sale of commemorative tee-shirts
- Retailers carrying cycling merchandise (glassware, jewelry, beer), tie-in to food establishments where folks can eat/drink after the afternoon party
- LexMedia: Videotaping of bikeway users & event
- LexMedia broadcast of "Revival" video

Related Activities (2)



- Articles in local papers, including retrospective of years of bikeway planning
- Bike Corral at Visitors' Center lawn
- Publicity, Social Media/Web, sandwich boards, electronic signs
- Outreach to regional bicycle groups, others

Questions



- MC for afternoon party at Visitors' Center: BoS member? Speeches?
- Vendors?
- Retailers and sponsorships
- Permits

Request to the BoS:



- Official support and recognition for “Minuteman Bikeway Day” on Saturday, September 29, 2018;
- Approval to host an ArtsOffroad visual arts and musical events along the Lexington section of the trail;
- Approval to participate in the “Haiku Along the Bikeway” project being led by Arlington and, pending approval from the BoS, with local help from Cary Library in collecting Haiku submissions during July.

Bicycle Friendly Community Award 2018-2022



PRESENTATION TO BOARD OF SELECTMEN

JUNE 25, 2018

The League of American Bicyclists

- ❑ Headquartered in Washington DC
- ❑ National advocacy and education voice for bicyclists and bicycling.
- ❑ The Bicycle-Friendly program provides a roadmap to communities, businesses, universities and states “to make bicycling a real transportation and recreation option for all people.”
- ❑ The LAB provides that assessment through their voluntary application process and by surveying bicyclists and others in the local community.

The Bicycle Friendly Community Award

- ❑ Lexington is among 450 currently recognized Bicycle Friendly Communities in the US. The 2018 award is at the Bronze level.
- ❑ Twelve of those communities are in Massachusetts, including Arlington, Newton, Cambridge, Boston and Somerville.
- ❑ Lincoln Lab is a Gold level Bicycle Friendly Business, and Massachusetts ranks #4 in the country as a bike friendly state.

The Application

- ❑ Lexington earned the entry-level Bronze designation in 2014 ; this is a renewal of that level award; the original application was made at the request of Bill Hadley;
- ❑ This year's application consisted of 101 question areas plus open essay questions. Working with town staff, it took two months to complete;
- ❑ The League application is essentially a scan of conditions for bicycling in five areas: **Engineering; Education; Enforcement; Evaluation and Planning; Encouragement.**
- ❑ The scores received in those categories based on our application appear on the Report Card.

The Bronze-Level Award

□ Basing their analysis on the application filed in February as well as the results of their survey of local bicyclists (n = 56), **the report card outlines where Lexington should focus attention in order to improve our status as a Bicycle Friendly Community.**



“Steps to Silver”

- ❑ **In Engineering: expand and improve bicycle infrastructure,** particularly through protected bike lanes and/or separated shared use paths;
- ❑ Continue to increase the amount of high quality bike parking;
- ❑ **In Education: Improve and expand Safe Routes to School** programs in all school, especially in middle and high school;
- ❑ Expand bike education and information for adults, including bicyclists and motorists;

“Steps to Silver”

- ❑ In **Enforcement**: Ensure that enforcement activities are **targeted at motorist infractions** most likely to lead to crashes and injuries among cyclists. Improve **data-driven** road safety improvements.
- ❑ In **Evaluation and Planning**: Follow through on the plan to create a **bicycle master plan**. **Dedicated staff and budget** for bicycling improvements will be critical to the success of the plan.
- ❑ Develop a **bicycle count program** that draws on several methods of data collection, including automated bike counters.

FollowUp: Sharing this Information

- ❑ The material received from the League – as well as the data gathered for the application – will be provided to those involved with the Comprehensive Planning process.
- ❑ All League of American Bicyclists award summaries and report cards are posted online at <http://bikeleague.org/bfa/awards#community>

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Update from Residential Exemption Policy Study Ad Hoc Committee (20 min.)

PRESENTER:

Joe Pato; Mark Andersen, Residential
Exemption Policy Study Ad Hoc
Committee Chair

ITEM NUMBER:

I.5

SUMMARY:

Mark Andersen will present the Residential Exemption Policy Study Ad Hoc Committee report to the Board.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

7:20 p.m.

ATTACHMENTS:

	Description	Type
□	Presentation - Ad Hoc Residential Exemption Policy Committee - updated 6-25-18	Backup Material

Lexington Ad Hoc Residential Exemption Policy Study Committee

Report to Selectmen

June 2018

Presentation Purpose

- Update selectmen on committee work
- Request input and ask for extension of timeline

Recap:

What is a Residential Exemption?

A policy whereby **owner-occupied** residential properties receive a partial exemption from property taxes.

Committee Work To Date

Timeline: Feb 16, 2018 - Present. Bi-weekly.

Area	2018 H1	2018 H2
Revisit analysis of ad hoc committee (including calculations)	✓	
Survey applicable residential property	✓	
Discuss implementation with assessor	✓	
Gather information from other communities	✓	
Explore means tested exemption (Sudbury model)	✓	
Public Hearing - Overview and Initial Input	✓	
Selectmen - Final Report		

Deliverable: Input from Public Hearing

May 29, 2018

Public attendance: 19 people.

In general, the public grasped both how a Residential Exemption works and whether it was likely to benefit them individually.

Many questions addressed **policy setting** and **implementation**.

Public comments ranged from **strong support** for implementing an exemption to feeling it would have **limited impact** (e.g. not benefit themselves or peers, despite hoping it would).

Public hearing presentation. FAQs and detailed minutes submitted to town archive. LexMedia onDemand video.

Committee Self-Assessment (June 2018)

- Implementation and tax effects **understood**
- Second order effects - **no early consensus** on magnitude or direction
 - **Migration** - who will leave Lexington with status quo v. exemption? (Committee charge)
 - Housing **Affordability** - Housing and Rental Prices
 - **Development** - New Development, Condo Conversion
 - Town **Budget** Revenue and Expenses - New Growth, Town Budgetary Impacts
- Proposed activities to study second order effects:
 - **Minimum**: expert interviews and resident surveys
 - **Ideal**: empirical studies of effects in similar communities -- *hard*
- **Means Tested Senior Tax Exemption**: the committee recommends further study of this approach (which requires Home Rule Petition). Without clear committee charge to cover means tested exemptions, the committee did not offer this at the public hearing as a substantiated alternative.

Proposed Committee Activities

Area	2018 H1	2018 H2
Revisit analysis of ad hoc committee (including calculations)	✓	
Survey applicable residential property	✓	
Discuss implementation with assessor	✓	
Gather information from other communities	✓	
Explore means tested exemption (Sudbury model)	✓	
Public Hearing - Overview and Initial Input	✓	
Survey Lexington residents		✓
Subject matter expert input (economists, brokers, developers)		✓
Examine empirical data		✓
Further study of Means Tested Senior Tax Exemption		✓
Public Hearings - Means Tested Senior Tax Exemption; Findings		✓
Selectmen - Final Report		✓

What we want from the Selectmen:

- Ratify committee timeline **through end of CY 2018**
- Input into **survey process** (funding and/or approach)
- Endorse direct comparison of **Means Tested Senior Tax Exemption*** v. Residential Exemption
- Revisit committee charge which states:

“This ad-hoc committee will continue the work of a fact finding working group formed to study the Residential Exemption and analyze if adopting the exemption could help reduce the property tax burden and **make it easier for residents to remain in their homes.**“

While property taxes are a portion of housing costs, different resident populations would be impacted in different ways. How should we assess “make it easier”? Are we measuring *subjective* impact on residents?

Or should we focus on “remain in homes” and assess impact on *migration* from passing an exemption? It is possible that a residential exemption will make it *more difficult* for some classes of residents to remain in their homes (homes=domiciles rented or owned).

**As exists in other communities*

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve Year-End Budget Transfers (10 min.)

PRESENTER:

Carolyn Kosnoff, Assistant Town
Manager for Finance; Jennifer Hewitt,
Budget Officer

ITEM NUMBER:

I.6

SUMMARY:

A vote is requested for this agenda item.

Staff will present the end-of-year FY18 budget adjustments (see attached).

SUGGESTED MOTION:

Move to approve and sign the end-of-year appropriation transfers, reserve fund transfer requests and salary adjustment account transfers.

FOLLOW-UP:

Finance

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

7:40 p.m.

ATTACHMENTS:

Description	Type
☐ Transfer Requests	Budget Amendment

Summary of End-of-Year Financial Adjustments - FY2018

FY2018 Salary Adjustment Utilization

Transfers to -

Fire	\$ 601,330
Police	\$1,020,000
Comptroller	\$ 25,000
	<u>\$1,646,330</u>

Revolving Fund Adjustments - FY2018

<i>Name</i>	<i>Original</i>	<i>Change</i>	<i>Revised</i>
Senior Service Program	\$ 50,000	\$10,000	\$ 60,000
PEG Access	\$ 570,086	\$10,000	\$580,086
Visitors Center	\$ 202,000	\$13,000	\$215,000

End-of-Year Transfers - FY2018

From -

Fire Suppression Prof. Dev.	\$ 19,502	Comptroller Overtime	\$10,000
EMS Small Equipment	<u>\$ 10,000</u>		
	\$ 29,502		

To -

Fire Suppression - Overtime	\$ 29,502	Assessor Legal Exp.	\$10,000
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Reserve Fund Transfers

LPS Master Plan	\$ 106,000
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Town of Lexington

SA

TO: Board of Selectmen

SUBJECT: Request for Transfer from Salary Transfer Account

Request is hereby made for the following transfer from the Salary Transfer Account as appropriated via vote of Annual Town Meeting:

1. Amount requested: \$601,330.00

2. To be transferred to:

<u>Fire Suppression - Regular Wages</u>	<u>10022331-51110</u>
Account Name	Account Number

3. Explanation for purpose of transfer:

The FY2018 budget was built using FY2016 rates for the firefighter contract, which was not settled until June 2017. This request adjusts the current year budget for the updated rates for both base salary and overtime, and also covers approximately \$220,000 in retro pay for FY2017 that was disbursed in July 2017.

Department Head

Action of Board of Selectmen:

Date

Approved _____ Disapproved _____

Transfer voted in the sum of: \$601,330.00

Chairman, Board of Selectmen



Town of Lexington

SA

TO: Board of Selectmen

SUBJECT: Request for Transfer from Salary Transfer Account

Request is hereby made for the following transfer from the Salary Transfer Account as appropriated via vote of Annual Town Meeting:

1. Amount requested: \$1,020,000.00

2. To be transferred to:

<u>Police Administration - Regular Wages</u>	<u>10021531-51110</u>
Account Name	Account Number

3. Explanation for purpose of transfer:

The FY2018 budget was built using prior contract rates for both the Superior Officers and Patrolman's Association. Both were settled over the course of FY2018. This request adjusts the current year budget for the updated rates for both base salary and overtime, and also covers approximately \$642,000 in retro pay for the Superior Officers encompassing FY2013 to FY2017, and approximately \$191,000 in retro pay for FY2016 and FY2017 for the Patrolmen's Association.

Department Head

Action of Board of Selectmen:

Date

Approved _____ Disapproved _____

Transfer voted in the sum of: \$1,020,000.00

Chairman, Board of Selectmen



Town of Lexington

Revolving Fund Increase

TO: Appropriation Committee & Board of Selectmen

SUBJECT: Request for Increase of Authorization of Departmental Revolving Funds

Request is hereby made for an increase in the authorization of a Departmental Revolving Fund authorized via vote of Annual Town Meeting in accordance with MGL, Chapter 44, section 53E 1/2.

1. Revolving Fund to be Increased: Senior Service Program
2. Original Authorization \$50,000
3. Amount of Increase Requested \$10,000
4. Revised Authorization \$60,000
5. Explanation for purpose of authorization increase:
The level of activity for Senior Service programs can be difficult to anticipate from one year to another. The spending authorization in FY2017 was \$75,000, which was reduced to \$50,000 in FY2018, and will be \$75,000 again in FY2019. This increase is simply intended to capture some higher-than-anticipated spending in FY2018, and is offset by available revenues.

Action of Board of Selectmen:

Approved _____ Disapproved _____

Date

Authorization voted in the sum of: \$60,000

Chairman, Board of Selectmen

Action of Appropriation Committee:

Approved _____ Disapproved _____

Date

Authorization voted in the sum of: \$60,000

Chairman, Appropriation Committee



Town of Lexington

Revolving Fund Increase

TO: Appropriation Committee & Board of Selectmen

SUBJECT: Request for Increase of Authorization of Departmental Revolving Funds

Request is hereby made for an increase in the authorization of a Departmental Revolving Fund authorized via vote of Annual Town Meeting in accordance with MGL, Chapter 44, section 53E 1/2.

1. Revolving Fund to be Increased:	PEG Access
2. Original Authorization	\$570,086
3. Amount of Increase Requested	\$10,000
4. Revised Authorization	\$580,086

5. Explanation for purpose of authorization increase:

FY2018 is the last year for the PEG Access to be treated as a Revolving Fund. In 2017, Annual Town Meeting approved its transition to a Special Revenue Fund, and the FY2019 budget reflected it as such, with a direct appropriation at the Board of Selectmen and Public Facilities, supported by a transfer to the General Fund. This increase is needed due to a revised contract with LexMedia that was signed after the budget was approved.

Action of Board of Selectmen:

Approved _____ Disapproved _____

_____ Date

Authorization voted in the sum of: \$580,086

_____ Chairman, Board of Selectmen

Action of Appropriation Committee:

Approved _____ Disapproved _____

_____ Date

Authorization voted in the sum of: \$580,086

_____ Chairman, Appropriation Committee



Town of Lexington

Revolving Fund Increase

TO: Appropriation Committee & Board of Selectmen

SUBJECT: Request for Increase of Authorization of Departmental Revolving Funds

Request is hereby made for an increase in the authorization of a Departmental Revolving Fund authorized via vote of Annual Town Meeting in accordance with MGL, Chapter 44, section 53E 1/2.

1. Revolving Fund to be Increased: Visitors Center
2. Original Authorization \$202,000
3. Amount of Increase Requested \$13,000
4. Revised Authorization \$215,000
5. Explanation for purpose of authorization increase:

The Visitors Center has experienced higher spending on payroll than originally projected. This request will authorize spending from slightly higher revenue as well as a carryforward balance. In addition, \$18,000 in expenses are being funded from the Economic Development operating budget.

Action of Board of Selectmen:

Approved _____ Disapproved _____

Date

Authorization voted in the sum of: \$215,000

Chairman, Board of Selectmen

Action of Appropriation Committee:

Approved _____ Disapproved _____

Date

Authorization voted in the sum of: \$215,000

Chairman, Appropriation Committee



Town of Lexington

EOY

TO: Appropriation Committee & Board of Selectmen

SUBJECT: Request for End of Year Transfer between Departmental Line-Items

Request is hereby made for the following transfer between line-items as appropriated via a vote of Annual Town Meeting, in accordance with M.G.L. Chapter 44, Section 33B, paragraph (b), as amended by the Municipal Modernization Act.

1. Amount requested: \$29,502.00
2. To be transferred to:

<u>Fire Suppression - Overtime</u>	<u>10022331-51130</u>
Account Name	Account Number
3. To be transferred from:

<u>Fire Suppression - Professional Dev.</u>	<u>10022332-52186 (\$19,502.00)</u>
<u>EMS - Small Equipment</u>	<u>10022342-54500 (\$10,000.00)</u>
Account Name	Account Number
4. Explanation for purpose of transfer:

Due to collective bargaining increases and unexpected vacancies, the Fire Department has been spending out more on overtime than originally budgeted. This transfer will provide a cushion for the department to draw from in case of staff vacation coverage and/or an event that will require overtime.

Department Head

Action of Board of Selectmen:

Date

Approved _____ Disapproved _____

Transfer voted in the sum of: \$29,502.00

Chairman, Board of Selectmen

Action of Appropriation Committee:

Date

Approved _____ Disapproved _____

Transfer voted in the sum of: \$29,502.00

Chairman, Appropriation Committee



Town of Lexington

EOY

TO: Appropriation Committee & Board of Selectmen

SUBJECT: Request for End of Year Transfer between Departmental Line-Items

Request is hereby made for the following transfer between line-items as appropriated via a vote of Annual Town Meeting, in accordance with M.G.L. Chapter 44, Section 33B, paragraph (b), as amended by the Municipal Modernization Act.

1. Amount requested: \$10,000.00
2. To be transferred to:
Assessor Legal Services 10014102-52123
Account Name Account Number
3. To be transferred from:
Comptroller Overtime 10013501-51130
Account Name Account Number
4. Explanation for purpose of transfer:

The Assessor's Office has been working through an Appellate Tax Board (ATB) appeal with a commercial property owner, which has been lengthy and involves several consultants. This transfer will ensure that sufficient funds are available to pay for costs incurred in the final weeks of June.

Department Head

Action of Board of Selectmen:

Date

Approved _____ Disapproved _____

Transfer voted in the sum of: \$10,000.00

Chairman, Board of Selectmen

Action of Appropriation Committee:

Date

Approved _____ Disapproved _____

Transfer voted in the sum of: _____

Chairman, Appropriation Committee



Town of Lexington

RF

TO: Town of Lexington Appropriation Committee

SUBJECT: Request for Transfer from the Reserve Fund

Request is hereby made for the following transfer from the Reserve Fund in accordance with M.G. L. Chapter 40, Section 6.

1. Amount requested: \$106,000.00

2. To be transferred to:

<u>School Facilities Master Plan</u>	<u>19264222-54101</u>
Account Name	Account Number

3. Explanation for purpose and reasons why the expenditure is extraordinary and/or unforeseen.

The School Committee is requesting additional funding to support an update to the Schools Master Plan, in direct response to the growing enrollment being experienced by Lexington Public Schools and the completion of several projects originally outlined in the prior plan. This is unforeseen as it was originally expected to be funded from the original \$4,080,000 appropriation approved by Town Meeting. Bond Counsel advised this was not an eligible expenditure, therefore a new funding source is needed.

Department Head

Action of School Committee:

Date

Requested _____ Not-Requested _____

Chairman, School Committee

Action of Appropriation Committee:

Date

Approved _____ Disapproved _____

Transfer voted in the sum of: \$106,000.00

Chairman, Appropriation Committee

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Decision to Rescind MGL 59, Section 2D, Assessment of New Construction (10 min.)

PRESENTER:

Mr. Pato

ITEM NUMBER:

I.7

SUMMARY:

A vote is requested for this agenda item.

In December 2003, the Board of Selectmen previously voted to reject the provisions of Mass. General Law Chapter 59, section 2D, which imposes a supplemental property tax assessment on certain improvement to real estate constructed after January 1 of each year, for construction projects where occupancy permit is issued.

Mr. Pato and Finance staff reviewed whether the Town should adopt this section of the law. Based on Mr. Pato's analysis, it appears that adoption of this statute will increase the amount of property taxes assessed in the first year after a new property is available for occupancy.

Adopting this statute will impact some staff workflow since the assessing of these new properties will take place during the time of the year when abatement applications and statutory exemptions must be processed. We believe, however, that with filling two recent vacancies in the Assessing Office we can accommodate this additional workload.

The Board has had a public period on the proposed acceptance of this statute. Should the Board choose to accept this statute, it must do so by June 30, 2018 to implement in FY2019.

SUGGESTED MOTION:

Move that the Town of Lexington Board of Selectmen rescind its vote of December 1, 2003 to reject the provisions of Massachusetts General Law Chapter 59, Section 2D and make those provisions applicable in the Town for fiscal years that begin on or after July 1, 2018.

FOLLOW-UP:

Town Clerks Office to notify DOR.

Assessing Office, working with the Building Commissioner's Office, will implement this new procedure.

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

7:50 p.m.

ATTACHMENTS:

Description	Type
☐ Request for Public Comments	Backup Material
☐ Analysis of Financial Impact	Backup Material
☐ 2003 Vote not to adopt	Backup Material

BOARD OF SELECTMEN SEEK COMMENTS ON SUPPLEMENTAL TAX ASSESSMENT FOR NEW CONSTRUCTION

The Board of Selectmen is seeking public comment regarding the manner in which property taxes are assessed against new construction in Lexington. Comments may be sent to selectmen@lexingtonma.gov by June 8, 2018. The Board will also take up this matter at its meeting on June 13, 2018 for those individuals wishing to comment at that time.

According to guidance provided by the Massachusetts Department of Revenue-Division of Local Services, State Law (Mass. General Laws chapter 59, section 2D) permits municipalities to make a pro rata assessment on the value of certain improvements to real estate made after the January 1 assessment date. This assessment is made only on those parcels for which an occupancy permit is issued during the fiscal year and the new construction increases the home's or structure's value by over 50 percent.

This assessment is in addition to the regular property tax that is assessed on the property based on its January 1 status. The purpose of this supplemental assessment is to provide the municipality with some of the real estate taxes that would have been due for the fiscal year if the new construction had existed on that year's assessment date. The supplemental assessment will be calculated on the increased value of the home or structure, on a pro-rata basis to the days remaining in the fiscal year, from the date of the occupancy permit to the end of the fiscal year.

Individuals or businesses who wish to comment on this statute should contact the Board of Selectmen by June 8th or attend the June 13th Selectmen's meeting. It is expected that the Board will make a final decision on this matter at its meeting on June 25, 2018. Questions regarding this statute should be directed to Carolyn Kosnoff, Assistant Town Manager for Finance at ckosnoff@lexingtonma.gov or at 781 698-4622.

Adopting Supplemental Tax Assessment on New Construction in Lexington

To: Board of Selectmen

From: Joe Pato

Date: 3/9/2017

1 SUMMARY

Mass General Law Ch. 59 §2D provides that “whenever in any fiscal year real estate improved in assessed value by over 50 per cent excluding the value of the land by new construction is issued a temporary or permanent occupancy permit after January 1 in any year, the owner of the real estate shall pay a pro rata amount or amounts....”

In 2003 the Lexington Board of Selectmen voted to reject the provisions of this law.

In response to requests at the 2016 Annual Town Meeting, the Board of Selectmen is investigating revoking the 2003 rejection. This note identifies the potential incremental revenue resulting in rescission of the rejection.

An analysis of the assessments of properties issued a certificate of occupancy between Jan 1 and June 30 of each of the past 3 fiscal years suggests that there is a non-trivial amount of additional revenue that the Town can raise by availing itself of this statute.

Fiscal Year	Number of CO during H2	Number with >50% increase in value*	Total Incremental Value (>50%)	Incremental Revenue	Conservative Calculation	Conserv. With > 50% increase
FY16	38	32	\$ 24,943,900.00	\$ 109,734.38	\$ 94,210.78	32
FY15	66	51	\$ 37,687,000.00	\$ 123,744.23	\$ 121,020.61	47
FY14	33	22	\$ 13,498,000.00	\$ 39,001.54	\$ 38,511.85	21
3-year totals:				\$ 272,480.15	\$ 253,743.24	

Table 1: Potential Incremental revenue due to H2 CO issuance

2 METHODOLOGY

Staff provided a dataset of all Certificates of Occupancy issued for FY14, FY15, and FY16. The assessed as reported in the vision online assessment portal was used to determine assessed values for these properties. The value for the improvements on each of those properties in the fiscal year the CO was issued was compared with the assessed value of the improvements on the same property in the following year.

When the value of the improvements on a property increased between the relevant fiscal years, this increase was treated as the incremental value due to the improvements related to the certificate of occupancy. The incremental tax revenue was then calculated by pro-rating the amount over the fiscal year and multiplying by the appropriate tax rate.

In addition a *conservative calculation* is included in the tables above. This reduces the valuation of the subsequent year's assessment by 10% to account for general market price increases. This reduces the value and eliminates a few properties from consideration when the incremental value falls below 50% of the previous assessment.

LEXINGTON

(City/Town)

NOTICE OF REJECTION
General Laws Chapter 59 §2D
(Supplemental Assessment of New Construction)

The Commissioner of Revenue is hereby notified that the City/Town of LEXINGTON, by vote of the Board of Selectmen, ~~Town Council or City Council~~, with the Mayor's approval, on DECEMBER 1, 2003, rejected the provisions of General Laws Chapter 59 §2D.

The rejection applies for fiscal years that begin on or after July 1, 2003.

Donna M. Cooper
(City/Town Clerk)

December 3, 2003
(Date)

PLEASE ATTACH A CERTIFIED COPY OF THE VOTE AND SUBMIT TO:

Bureau of Accounts
Division of Local Services
P.O. Box 55490
Boston MA 02205-5490

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Review Extension of Munroe Center of the Arts License Agreement (10 min.)

PRESENTER:

Carl F. Valente, Town Manager

ITEM NUMBER:

I.8

SUMMARY:

No vote is requested for this agenda item.

The license agreement between the Town and the Munroe Center for the Arts expires on June 30. Before extending the provisions of this agreement, the Town Manager is seeking comments, particularly as it relates to the license rent payments (\$2000 per month).

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

8:00 p.m.

ATTACHMENTS:

Description	Type
☐ MCA tenants/sq. ft. rental data	Backup Material
☐ License Agreement	Backup Material
☐ License Agreement Amendment including Roof Project	Backup Material

Munroe Center for the Arts Space Utilization by Renter

TENANT	Square Feet	9/1/2016 Rate	9/1/2016 Revenue	Prorated Rent Paid for Town's Rental Amount
SCHOOL SPACE		\$ 18.00		
ArtSpan Subtotal	2,251	\$ 18.00	\$ 40,518.00	\$ 4,660
First Floor Space	1,719			
Basement Space	532			
The Dance Inn	1,538	\$ 18.00	\$ 27,684.00	\$ 3,184
Lexington Music School	1,253	\$ 18.00	\$ 22,554.00	\$ 2,594
Lexington School of Ballet	1,901	\$ 18.00	\$ 34,218.00	\$ 3,935
Corner Studio shared by Dance Inn & Lex Ballet	878	\$ 18.00	\$ 15,804.00	\$ 1,817
School Subtotal	7,821		\$ 140,778.00	\$ 16,189
				\$ -
ARTIST SPACE		\$ 15.50		\$ -
Lexington Players	553	\$ 3.7042	\$ 2,048.41	\$ 1,145
Adrienne Sloan (First Floor)	230	\$ 15.50	\$ 3,565.00	\$ 476
Patricia Carney	265	\$ 15.50	\$ 4,107.50	\$ 549
Barbara Lucas (First Floor)	156	\$ 15.50	\$ 2,418.00	\$ 323
Zoe Perry Wood	800	\$ 15.50	\$ 12,400.00	\$ 1,656
Judith Ellen Sanders	352	\$ 15.50	\$ 5,456.00	\$ 729
Nancy Mimno	356	\$ 15.50	\$ 5,518.00	\$ 737
Patricia Sekler	300	\$ 15.50	\$ 4,650.00	\$ 621
Youngsheen A. Jhe	365	\$ 15.50	\$ 5,657.50	\$ 756
John Doyle	215	\$ 15.50	\$ 3,332.50	\$ 445
Jeanine Sobell Pastore (First Floor)	204	\$ 15.50	\$ 3,162.00	\$ 422
Artist Subtotal	3,796		\$ 52,314.91	\$ 7,858
ADMINISTRATIVE & OTHER UNRENTED SPACE				
Munroe Center Administrative Office	292			
Meeting Area for Children on Lexington Schools' After-School Buses	153			
Gallery	240			
Storage Space	66			
Foyer Upstairs Front East Studio (occupied by N Mimno)	106			
Administrative & Other Unrented Subtotal	857			
Total Usable Square Footage (Exclusive of Halls, Hall Closets, Restrooms, etc.)	12,474			
Rented Space	11,617		\$ 193,093	
Town's Rental Amount	\$ 24,000			\$ 24,047
Rent per Sq. Foot Rented	\$ 2.07			
Rent per Usable Sq. Foot	\$ 1.92			

LICENSE AGREEMENT BETWEEN THE TOWN OF LEXINGTON AND THE MUNROE CENTER FOR THE ARTS

This temporary license agreement (the "License") is entered into as of this 1st day of October, 2008 by and between the Town of Lexington, Massachusetts, a municipal corporation with a mailing address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 ("Lexington"), and The Munroe Center for the Arts, a Massachusetts nonprofit organization with a mailing address of 1403 Massachusetts Avenue, Lexington, Massachusetts 02420 (the "Munroe Center").

Whereas, Lexington owns a number of buildings in the town that are not currently being used by Lexington;

Whereas, the town property that is located at 1403 Massachusetts Avenue, Lexington, Massachusetts (the "Premises"), including the building known as the Munroe School (the "Munroe School"), has been used by the Munroe Center for more than twenty (20) years;

Whereas, the Munroe Center is a 501(c)(3) organization that supports and sustains educational, cultural and community enrichment and service programs related to the arts, which programs provide benefits for the residents of Lexington and therefore serve an important public purpose;

Whereas, in order to ensure continued stability, the Munroe Center has requested a long term lease; however, such a lease requires a more formal public bidding process, and pending completion of such process, the parties are entering into this temporary license agreement, in which Lexington wishes to permit the Munroe Center to continue to use the Premises for itself and other Public Arts Purposes Programs.

Whereas, the Munroe Center is willing to assume the responsibilities and comply with the agreements set forth herein for operating and maintaining the Premises and managing the use of the Premises to provide studio space, classes, public performances, community meeting space and other such uses as may be permitted under this License;

Now therefore, in consideration of the foregoing and the mutual promises herein contained, Lexington and Munroe Center hereby agree as follows:

1. Premises; Permitted Uses.

- (a) During the Term (as defined in Section 2 below), the Munroe Center shall be entitled to the use and occupancy of the Premises in accordance with the terms of this License. A plan of the Premises is attached hereto as Exhibit A.
- (b) The Munroe Center and its employees, agents, representatives, and invitees may use the Premises for the following purposes, subject to the terms of this License:
 - (i) Public events, including meetings that are open to the public, staged productions, fundraising and similar events;

- (ii) Office uses;
 - (iii) Classroom instruction and studio uses; and
 - (iv) Other lawful uses as may be permitted by Lexington hereunder.
 - (c) Notwithstanding anything set forth herein to the contrary, at no time shall the Premises be used for business or commercial purposes other than those approved by the Board of Selectmen.
 - (d) At no time shall alcoholic beverages be served or sold for consumption on the Premises without a license by the Lexington Board of Selectmen.
 - (e) The Munroe Center shall make facilities within the Munroe School available for municipal and public service uses, including but not limited to meetings of Lexington's boards and committees, as requested by Lexington and without cost to Lexington, pursuant to a schedule to be arranged from time to time between Lexington and the Munroe Center, upon reasonable advance notice and with reasonable efforts to minimize interference with the Munroe Center programs (collectively, "Municipal Co-Use").
 - (f) The Munroe Center has demonstrated, to the satisfaction of Lexington, that it is a civic, charitable, cultural, historical or educational organization. The Munroe Center shall maintain such status throughout the Term.
 - (g) The Munroe Center hereby accepts the Premises in its present condition, "as is", without any representations or warranties of any kind.
2. **Term and Termination.** The term of this License (the "Term") shall commence on October 1, 2008 (the "Commencement Date") and, unless sooner terminated, shall terminate on February 1, 2010 (the "Expiration Date"). Notwithstanding anything set forth herein to the contrary, (a) either party hereto may terminate this License for any cause prior to February 1, 2010 upon one-hundred and twenty (120) days written notice to the other party and (b) the Munroe Center may terminate this License immediately in the event of fire or other casualty to the Premises which causes the Munroe School to become unusable.

If no termination notice has been given under the preceding paragraph, the term of this License may be extended by Lexington on a 90 day basis for up to (18) additional months (August 1, 2011) so long as Lexington delivers written notice of each extension to the Munroe Center for the Arts at least ten (10) days before each applicable Expiration Date.

3. **License Fee.** The Munroe Center shall pay to Lexington a fixed fee (the "License Fee") of \$24,000 per year, payable on the first day of each month in monthly installments of \$2,000.00 (monthly installments for any partial month in the Term shall be paid in advance and prorated).
4. **Hours of Operation.** For the uses permitted hereunder, the Munroe Center and its employees, agents, representatives, and invitees may use the Premises from 7:00 a.m. to 11:00 p.m. daily.
5. **Maintenance, Repair and Cleaning.** The Munroe Center agrees, at its sole cost and expense, to maintain, repair and clean the Premises and to keep the Premises in good order, repair and condition. This obligation shall include but is not limited to:
 - (a) Arranging and paying for the supply of all heat, water, gas and utilities necessary for the operation of the Premises (Lexington shall not be required to furnish to the Munroe Center any facilities or services of any kind whatsoever during the Term; Lexington makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient for the Munroe Center's uses);
 - (b) Maintaining and repairing the Munroe School plumbing, interior walls, floors, and ceilings subject to wear and tear in the ordinary course of use; provided it being acknowledged that the Munroe Center, as short term licensee, is not obligated to make structural repairs or replacements or major capital repairs;
 - (c) Arranging for maintenance services, including but not limited to the cleaning of floors, walls and internal fixtures, rubbish removal, snow removal, pest control and kitchen and bathroom cleaning; and
 - (d) Providing for building safety and security, including but not limited to regular checking and repair or replacement as necessary of locks and other security devices and fire alarm systems; and
 - (e) Landscaping to the entire site except the playground area; and
 - (f) Snow removal from walkways and driveways.

As provided herein, the Munroe Center shall have the right, at its own expense, to make tenant improvements to the Premises, including but not limited to the replacement of floor treatments and appliances as may be desired by the Munroe Center. Any work performed by the Munroe Center during the Term shall be completed in accordance with all necessary permits and approvals and shall require the prior written approval of Lexington in Lexington's sole discretion.

Any improvements made to the Premises prior to the Commencement Date set forth in Section 2 hereof will be reviewed by the Lexington Building Commissioner's Office upon the commencement of this License, and the Munroe Center will, as necessary, bring all improvements into compliance with applicable rules, regulations, codes and ordinances as soon as practicable; it being acknowledged that the Munroe Center, as short term licensee, is not obligated to make structural repairs or replacements or major capital repairs.

Lexington has the right, but not the responsibility unless specifically provided otherwise herein, to repair, renovate or alter the Premises during the Term. Any such repairs, renovations or alterations shall be done at Lexington's sole cost and expense, and Lexington agrees to work with the Munroe Center to minimize the impact of any such repairs, renovations or alterations on the daily operations of the Munroe Center. The Munroe Center may request a renegotiation of the monthly License Fee if the renovations have a measurable financial impact on the Munroe Center's operations.

Lexington shall be entitled to inspect the Premises periodically during the Term upon reasonable prior notice to the Munroe Center. Lexington agrees to exercise its rights under this paragraph in such a manner as to prevent, or minimize to the extent practicable, any unreasonable interference with the Munroe Center's use of the Premises.

If, in Lexington's reasonable discretion, Lexington determines that the Munroe Center has failed to keep the Premises in an acceptable state of repair, maintenance and cleanliness, Lexington may (a) require the Munroe Center to remedy any health and/or safety issues within ninety (90) days after delivering notice of those issues to the Munroe Center, (b) require the Munroe Center to address any other issues as soon as possible, or (c) perform or cause to be performed such repair, cleaning, maintenance or replacement as Lexington deems necessary, provided that it being acknowledged that the Munroe Center, as short term licensee, is not obligated to make structural repairs or replacements or major capital repairs. The Munroe Center shall reimburse Lexington for the cost of any such repair, cleaning, maintenance or replacement consistent with the foregoing within thirty (30) days of receipt of a written invoice from Lexington.

Notwithstanding anything set forth in this Section 5, the Munroe Center shall not be responsible for the upkeep, repair and/or maintenance of the playground area and the recreation field in the rear of the Premises and the parking lot. Rather, Lexington shall be responsible for this upkeep, repair and maintenance.

6. **Insurance.** The Munroe Center shall carry, throughout the Term and at its sole cost and expense, all of the insurance coverage listed below:
 - (a) *Commercial general liability insurance*, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this License, for bodily or personal injury or death of persons or damage to property on or about the Premises. The amount of such liability insurance shall be not less than Two Million Dollars (\$2,000,000) per occurrence.

- (b) *Worker's compensation insurance* as required by the laws of the Commonwealth of Massachusetts covering persons employed by the Munroe Center.
- (c) During the period of any construction hereunder conducted by the Munroe Center, the Munroe Center shall keep in full force and effect "*Builder's All Risk*" *insurance* against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as Lexington may reasonably require.
- (d) *Business automobile liability insurance* covering owned, non-owned and hired vehicles with a limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per accident.
- (e) The Munroe Center acknowledges that all of its personal property including equipment, inventory, trade fixtures, and other personal property of the Munroe Center, or any personal property of the Public Arts Purposes Programs operating thereunder, shall be at the sole risk and expense of the Munroe Center or the Public Arts Purposes Programs. Lexington shall have no responsibility for such property.

Lexington shall carry property insurance for the Munroe School building during the Term.

The minimum coverage stated in this Section 6 may be reconsidered if such an adjustment is reasonably necessary to reflect inflation or changes in the nature or degree of risks insured or to protect against judgments from time to time being awarded in Massachusetts for injury and death.

All insurance provided for in this Section 6 shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to Lexington. All such insurance shall name Lexington as an additional insured. Any deductible amounts under any insurance policies required hereunder shall not exceed Ten Thousand Dollars (\$10,000). Upon the execution of this License, and thereafter not less than twenty (20) days prior to the expiration dates from time to time of the policies required pursuant to this Section 6, binders of such insurance or, upon written request of Lexington, duplicate originals of the policies, shall be delivered by the Munroe Center to Lexington. In addition, evidence of the payment of all premiums of such policies will be delivered to Lexington. All commercial general liability and casualty policies maintained by the Munroe Center will be written as primary policies, not contributing with and not in excess of coverage that Lexington may carry. If the Munroe Center fails to maintain any of the insurance required hereunder, which failure continues for ten (10) days after Lexington gives notice to the Munroe Center of such failure, then Lexington, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure the same), and the Munroe Center shall repay to Lexington the cost of such insurance.

7. **Indemnification.** The Munroe Center hereby indemnifies and holds Lexington harmless from any injury, loss, claim or damage to any person or property resulting from (a) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof during the Term and (b) any material failure on the part of the Munroe Center to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with, except that the Munroe Center will not be required to indemnify and hold harmless Lexington from any injury, loss, claim or damage that is caused by the gross negligence or willful misconduct of Lexington (but only to the extent that such loss, claim or damage is caused by Lexington's gross negligence or willful misconduct).

If Lexington obtains separate counsel in enforcing its rights hereunder due to the requirements of M.G.L. C. 268A or due to reasonable concerns that its interests and that of the Munroe Center may be adverse or that counsel provided by the Munroe Center may have a conflict in interest or is not providing effective representation of Lexington, then the reasonable expenses of such separate counsel shall be at the Munroe Center's expense.

The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to Lexington which would exist at common law or under any other provision of this License, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Section 7. This License is made on the express condition that Lexington shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements or to any person or persons at any time on the Premises, specifically including any damage or injury related to the Premises, unless caused by the gross negligence or willful misconduct of Lexington.

The provisions of this Section 7 shall survive the termination or expiration of this License.

8. **Other Conditions.**

- (a) The Munroe Center shall provide Lexington with a copy of its annual financial report no later than ninety (90) days after the close of its fiscal year on December 31. The Munroe Center shall also provide annually, on July 1st of each year of the Term, as extended, copies of all sublicenses or assignments, if any, permitted hereunder.
- (b) The Munroe Center shall pay all real estate taxes or betterment assessments assessed against the Premises during the Term and shall hold harmless Lexington from any liability for any such amounts.
- (c) Subject to ordinary wear and tear, the Munroe Center agrees not to harm the Premises, or commit or permit waste, or create any nuisance or disturbance, or

make any use of the Premises other than the permitted uses as set forth in Section 1 hereof.

- (d) During the Term, the Munroe Center shall comply in all material respects, at its own cost and expense, with (a) all applicable laws, by-laws, ordinances, codes, rules, regulations, orders, and other lawful requirements of the governmental bodies having jurisdiction over the Premises or the Munroe Center, including without limitation, the Zoning Bylaw and other ordinances of Lexington, and (b) the requirements of all policies of public liability, fire and all other types of insurance at any time in force with respect to the Premises.
9. **Force Majeure.** In no event shall Lexington be liable to the Munroe Center for any indirect or consequential damages to the Munroe Center if the Munroe Center is delayed in or prevented from using the Premises as permitted under this License by reason of any cause beyond Lexington's reasonable control, including, without limitation, acts of God, strikes, lockouts, labor troubles, failure of power or other utility services, riots, insurrection, war, or the requirements of any regulations of general application (herein "Force Majeure Events"). The failure of either party hereto to perform its obligations, covenants and agreements hereunder shall be excused if the party failing to perform is unable to so perform by reason of Force Majeure Events, provided, however, the Munroe Center shall not be excused from any monetary obligations hereunder by reason of any Force Majeure Events unless such Force Majeure Events result in the Munroe Center being prevented from using all or a material part of the Premises as permitted under this License, and provided further, however, that in each such instance of inability of either party to perform, the non-performing party shall exercise due diligence to eliminate the cause of such inability to perform, to secure alternate sources of supply and the like.
10. **Non-Assignment.** The Munroe Center shall not assign or otherwise transfer this License or any interest in this License or the Premises without the express written consent of Lexington, which consent may be withheld in Lexington's sole discretion.
11. **Surrender and Holdover.** The Munroe Center shall on the last day of the Term, or upon any earlier termination of this License, (a) quit and peacefully surrender and deliver up the Premises to the possession and use of Lexington without delay and in good order, condition and repair, including any fixtures and/or improvements installed by the Munroe Center therein. The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing on the Commencement Date and those permitted under this License or created or suffered by Lexington. Upon or at any time after the expiration or earlier termination of this License, Lexington shall have, hold and enjoy the Premises and the right to receive all income from the same.

The Munroe Center shall remove from the Premises all personal property within thirty (30) days after the termination of this License and shall repair at the Munroe Center's sole cost any damage to the Premises caused by such removal, unless Lexington permits such property to remain.

If the Munroe Center or any party claiming by, through or under the Munroe Center retains possession of the Premises or any part thereof after the expiration or earlier termination of this License, then Lexington may, at its option, serve written notice upon the Munroe Center that such holding over constitutes (i) an Event of Default under the License, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this License, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this License. The Munroe Center shall also pay to Lexington all damages actually sustained by Lexington resulting from retention of possession by the Munroe Center. The provisions of this paragraph shall not constitute a waiver by Lexington of any right of re-entry as set forth in this License, nor shall receipt of any License Fee or any other act in apparent affirmation of the Munroe Center's holdover operate as a waiver of Lexington's right to terminate this License for a breach of any of the terms, covenants, or obligations herein on the Munroe Center's part to be performed. Any personal property or equipment of the Munroe Center not removed within thirty (30) days following the expiration of this License shall, at Lexington's option, become the property of Lexington.

12. **Default.** Each of the following events shall be deemed an "Event of Default" hereunder:

- (a) If the Munroe Center shall fail to pay, as and when due, any payment of the License Fee or other sums payable under this License and such failure shall continue for a period of fifteen (15) days after notice from Lexington to the Munroe Center;
- (b) If the Munroe Center shall fail to perform or comply with any of the other agreements, terms, covenants or conditions in this License for a period of thirty (30) days after notice from Lexington to the Munroe Center specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such thirty (30) day period, for such additional time reasonably necessary provided the Munroe Center commences to cure the same within such 30-day period and thereafter prosecutes the curing of such default with diligence;
- (c) If the Munroe Center shall initiate the appointment of a receiver or the Munroe Center shall make an assignment for the benefit of creditors, or the Munroe Center shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors, or if there shall be initiated against the Munroe Center any such proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal;
- (d) If the Munroe Center vacates or abandons the Premises for a period of more than forty-five (45) consecutive days; *provided, however*, that the Munroe Center shall not be deemed to have vacated or abandoned the Premises with respect to any period during which all or any portion of the Premises may be vacant as a result

of or in connection with work being done to repair or restore the Premises in accordance with the terms hereof;

- (e) The Munroe Center makes any assignment or transfer of its rights hereunder in violation of this License; or
- (f) The Munroe Center violates any term of the License beyond the applicable grace and cure periods.

13. **Default Remedies.**

- (a) **Termination.** Upon an Event of Default, Lexington at any time thereafter may give written notice to the Munroe Center specifying such Event or Events of Default and stating that this License and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least ten (10) days after the giving of such notice. Upon the date specified in such notice, this License and the Term hereby demised and all rights of the Munroe Center under this License shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this License shall remain in full force and effect), and the Munroe Center shall remain liable as hereinafter provided and all improvements shall become the property of Lexington without the necessity of any deed or conveyance from the Munroe Center to Lexington. The Munroe Center agrees upon request of Lexington to immediately execute and deliver to Lexington any deeds, releases or other documents deemed necessary by Lexington to evidence the vesting in Lexington of the ownership of all improvements. Upon such termination, Lexington may re-enter the Premises and dispossess the Munroe Center and anyone claiming by, through or under the Munroe Center by summary proceedings or other lawful process.
- (b) **Lexington's Right to Perform Covenants.**
 - (i) Upon an Event of Default, Lexington may, but shall be under no obligation to, cure such default. Lexington may enter upon the Premises (after five (5) days' written notice to the Munroe Center except in the event of emergency) for any such purpose and take all such action thereon as may be necessary. Lexington shall not be liable for inconvenience, annoyance, disturbance or other damage to the Munroe Center or any operator or occupant of the Premises by reason of making such repairs or the performance of any such work or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of the Munroe Center under this License shall not be affected thereby.
 - (ii) All reasonable sums so paid by Lexington and all reasonable costs and expenses incurred by Lexington, including reasonable attorneys' fees and expenses, in connection with the performance of any such act shall be paid

by the Munroe Center to Lexington within thirty (30) days of receipt of a written invoice from Lexington therefor. If Lexington shall exercise its rights under this Section 13(b) to cure a default of the Munroe Center, the Munroe Center shall not be relieved from the obligation to make such payment or perform such act in the future, and Lexington shall be entitled to exercise any remedy contained in this License if the Munroe Center shall fail to pay such obligation to Lexington. All costs incurred by Lexington hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

- (c) Injunctive Relief. In the event of any breach or threatened breach by the Munroe Center of any of the agreements, terms, covenants or conditions contained in this License, the Munroe Center shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies that were not provided for in this License.
- (d) Remedies Cumulative. Each right and remedy provided for in this License shall be cumulative and shall be in addition to every other right or remedy provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lexington of any one or more of the rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lexington of any or all other rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise.

14. **Notices.** Any notice required or permitted hereunder shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed:

if to Lexington, to:

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

and if to the Munroe School to:

Christian Herold, Director
Munroe Center for the Arts
1403 Massachusetts Avenue
Lexington, Massachusetts 02420

15. **Locks.** The Munroe Center will not change the locks on the Premises nor install any additional locks without, in each instance, first securing the prior written consent of Lexington, not to be unreasonably withheld, provided a set of keys shall be given to Lexington for all such locks.
16. **Environmental.** “Environmental Laws” means, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (“RCRA”); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. (“SARA”); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. (“TSCA”); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass. Gen. L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass. Gen. L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass. Gen. L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, Mass. Gen. L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material (as defined below) or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

The Munroe Center hereby represents, warrants and covenants that, except as may be permitted by and only in accordance with Environmental Laws, the Munroe Center shall not allow any Hazardous Materials (as defined below) to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises. For purposes of this License, “Hazardous Materials” shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Law.

The agreements, representations and warranties of the Munroe Center in this section shall survive the expiration or earlier termination of this License.

17. **Miscellaneous.**

- (a) No Waiver. The failure of either Lexington or the Munroe Center to insist upon the strict performance of any provision of this License shall not constitute a waiver of compliance with the remaining provisions hereof
- (b) Sole Agreement. This License shall constitute the only agreement between Lexington and the Munroe Center relative to the use of the Premises, and no oral statements and no prior written matter not specifically incorporated herein shall be of any force and effect. In entering into this License, the Munroe Center relies solely upon the representations and agreements contained herein.
- (c) Amendments. This License may be amended only by written agreement of both Lexington and the Munroe Center.
- (d) Governing Law. This License shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
- (e) Severability. If any term or provision of this License or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and be enforced to the fullest extent permitted by law.
- (f) Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Lexington, its successors and assigns, and the Munroe Center, its successors and assigns.
- (g) Lexington Liability. Anything contained in this License to the contrary notwithstanding, but without limitation of the Munroe Center's equitable rights and remedies, Lexington's liability under this License shall be enforceable only out of Lexington's interest in the Premises, and there shall be no other recourse against, or right to seek a deficiency judgment against, Lexington, nor shall there be any personal liability on the part of Lexington or any member of its Board of Selectmen, or any officer or employee of Lexington, with respect to any obligations to be performed hereunder. Without limitation of the foregoing, Lexington shall not be liable for any loss, damage or injury of whatever kind caused by, resulting from, or in connection with (i) the supply or interruption of water, gas, electric current, oil or any other utilities to the Premises, (ii) water, rain or snow which may leak or flow from any street, utility line or subsurface area or from any part of the Premises, or (iii) other leakage from pipes, appliances, sewer or plumbing works therein or from any other place; provided if any of the foregoing render the premises unusable for its intended uses for more than three (3) consecutive days, there shall be a pro rata abatement of the License

Fee payable hereunder, until the condition is corrected. In no event shall Lexington be liable to the Munroe Center for any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this License.

- (h) Captions, Exhibits, Gender, Etc. The captions of this License are for convenience and reference only and in no way define, limit or describe the scope or intent of this License nor in any way affect this License. The exhibits to this License are incorporated into this License and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.
- (i) Time of the Essence. Time shall be of the essence hereof.
- (j) Request for Consent. The Munroe Center shall reimburse Lexington for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by the Munroe Center for Lexington's consent hereunder, provided, however, that Lexington shall provide the Munroe Center with an estimate of said fees and/or expenses for the Munroe Center's review and approval prior to incurring such costs.
- (k) Prevailing Party. In any litigation between the parties arising out of this License, or in connection with any other actions taken or notices delivered in relation to a default by any party to this License, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this License.
- (l) Brokers. Each of Lexington and the Munroe Center each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this License. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this License or the negotiation thereof
- (m) Covenants Running with the Land. The Munroe Center intends, declares, and covenants, on behalf of itself and all future holders of the Munroe Center's interest hereunder, that this License and the covenants and restrictions set forth in this License regulating and restricting the use, occupancy, and transfer of the Premises (a) shall be and are covenants running with the Premises, encumbering the Premises for the term of this License, binding upon the Munroe Center and the Munroe Center's successors-in-interest; (b) are not merely personal covenants of the Munroe Center; and (c) the benefits shall inure to Lexington.
- (n) Entire Agreement. This License, including all attached exhibits, contains the entire agreement between Lexington and the Munroe Center with respect to its subject matter. Except for those which are specifically set forth in this License,

no representations, warranties or agreements have been made by Lexington or the Munroe Center to one another with respect to this License.

- (o) Cumulative Rights. Except as expressly limited by the terms of this License, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
- (p) Counterparts. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.
- (q) Intent and Effect. The terms and conditions of this License have been freely accepted by the Munroe Center and Lexington.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this
_____ day of _____, 2009.

The Munroe Center for the Arts

Town of Lexington

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Per BOS vote: _____

EXHIBIT A

Premises



Town of Lexington
Town Manager's Office

Carl F. Valente, Town Manager
Linda Crew Vine, Deputy Town Manager

Tel: (781) 698-4540
Fax: (781) 861-2921

April 7, 2016

Thomas Griffiths
Chairman, Board of Directors
Munroe Center for the Arts
1403 Massachusetts Avenue
Lexington, MA 02420

Dear Mr. Griffiths:

As provided under Section 2, Term and Termination, of the License Agreement between the Town of Lexington and the Munroe Center for the Arts (MCA), the Town is extending this Agreement through June 30, 2018.

Notwithstanding section 5(b) of the License Agreement, the parties agree that should the Town and the MCA agree to replace and/or repair the roof of the MCA and its related appurtenances, the MCA will reimburse the Town of Lexington for all or a portion of the debt service related to this work, on terms agreed to by the parties.

Very truly yours,

For the Munroe Center for the Arts

Carl F. Valente
Town Manager
per BOS vote on 4/6/2016

Chairman, Board of Directors Date

c: Board of Selectmen
 Pat Goddard, Director, Department of Public Facilities
 Rob Addelson, Assistant Town Manager for Finance

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve Memorandum of Agreement with Lexington Public Employee Committee (5 min.)

PRESENTER:

Carl F. Valente, Town Manager

ITEM NUMBER:

I.9

SUMMARY:

A vote is requested for this agenda item.

The Board of Selectmen and School Committee previously discussed this matter on April 9 in Executive Session.

The Town has reached an agreement with the Employee Health Insurance Committee to continue the existing Agreement for another three years. The only substantive change to the Agreement is a reopener clause (section 23) should the Group Insurance Commission eliminate any health insurance plans during the term of this Agreement.

SUGGESTED MOTION:

Move to approve and authorize the Town Manager to sign the Memorandum of Agreement between the Town and the Lexington Public Employee Committee, dated April 13, 2018.

FOLLOW-UP:

Human Resources.

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

8:10 p.m.

ATTACHMENTS:

Description	Type
 Employee Coalition Agreement	Backup Material

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF LEXINGTON AND THE LEXINGTON PUBLIC EMPLOYEE
COMMITTEE
AS REVISED April 13, 2018**

WHEREAS, the Town of Lexington and the Lexington Public Employee Committee have concluded negotiations on health insurance benefits to be provided July 1, 2018 to June 30, 2020 by the Town to employees, retirees and their dependents and survivors, (herein after referred to as subscribers), and,

WHEREAS, the parties agree that the collective bargaining agreements in effect between the Town and its Unions shall continue in full force and effect except as expressly modified by this Memorandum of Agreement, and

WHEREAS, the Lexington Board of Selectmen voted on December 21, 1993 to accept Section 19 of Chapter 32B,

NOW, THEREFORE, the Public Employee Committee and the Town have entered into this Memorandum of Agreement pursuant to Section 19 of Chapter 32B.

Effective Date and Duration of Agreement

1. This agreement shall take effect on the date as of which this agreement has been executed by the Town and by representatives of the Public Employee Committee under Section 19 constituting 50 percent (50%) of the weighted votes of the Committee and shall remain in effect through June 30, 2020.

Transfer of Health Coverage to the Group Insurance Commission

2. The Town of Lexington and the Lexington Public Employee Committee agree to provide health coverage to the subscribers from Group Insurance Commission and by continuing coverage with the Commission through June 30, 2020. For purposes of this agreement, the term "subscribers" shall mean all employees, retirees, and their dependents and survivors, insured and eligible under Chapter 32A, subject to the rules of the Group Insurance Commission. The Town retains the right to adopt rules and regulations as provided for under MGL Chapter 32B, Section 14. After providing notice to the Unions and the Public Employee Committee, the Town agrees to bargain under MGL Chapter 32B, Section 19 or Chapter 150E, those changes to Town policies and procedures identified.
3. Subscribers will receive health coverage from the Group Insurance Commission in accordance with the provisions of Section 19 of Chapter 32B, as amended by Chapter 67 of the Acts of 2007.

Premium Contributions

HMO/PPO/POS Plans – 82/18 split Effective July 1, 2018 - June 30, 2020

4. For the duration of the agreement from July 1, 2018 through June 30, 2020, the Town will contribute eighty-two percent (82%) of the premium for any of the following health maintenance (HMO), preferred provider (PPO) or point of service (POS) plans offered by the Group Insurance Commission which a subscriber selects and the subscriber shall contribute eighteen percent (18%).
 - Fallon Health Direct Care
 - Fallon Health Select Care
 - Harvard Pilgrim Independence Plan
 - Harvard Pilgrim Primary Choice Plan
 - Health New England
 - NHP Prime-Neighborhood Health Plan
 - Tufts Health Plan Navigator
 - Tufts Health Plan Spirit
 - Tufts Health Plan Medicare Preferred
 - UniCare State Indemnity Plan/Community Choice
 - UniCare State Indemnity Plan/PLUS

If the GIC offers any new or additional HMO, PPO or POS plans during the life of this agreement, the same contribution percentages as described above will apply. However it is agreed that only plans offered by the GIC will be available to subscribers.

Indemnity Plans – 75/25 Split Effective July 1, 2018 - June 30, 2020

7. For the duration of this agreement (July 1, 2018-June 30, 2020), the Town will contribute seventy-five percent (75%) of the premium for any of the following indemnity plans offered by the Group Insurance Commission which a subscriber selects and the subscriber shall contribute twenty-five percent (25%):
 - Harvard Pilgrim Medicare Enhance
 - Health New England Medicare Supplement Plus
 - Tufts Health Plan Medicare Complement
 - UniCare State Indemnity Plan Basic (with or without CIC)
 - UniCare State Indemnity Plan/Medicare Extension OME with CIC (Comprehensive)
 - UniCare State Indemnity Plan/Medicare Extension OME without CIC (Non-Comprehensive)

Medicare Enrollment

8A. Subscribers who are eligible or who become eligible for Medicare shall transfer to Medicare coverage. The Town shall pay any Medicare Part B premium penalty assessed by the federal government. If the Town, in its discretion, determines that an individual was notified of the need to enroll in Medicare Part B in a timely manner and the individual failed to comply with the notification, then the subscriber shall be responsible for the Medicare Part B penalty.

8B. Medicare Part B:

The Town agrees that from July 1, 2018 through June 30, 2020 it will subsidize retirees Medicare Part B Supplemental plans by reducing the annual premium of each Medicare Part B Supplemental Plan by \$44.50.

Flexible Spending Accounts

9. The Town will continue to offer its Flexible Spending Medical Program (including the debit card). The Town will pay an administrative fee for the duration of this Agreement. The Flexible Spending Medical program follows a fiscal year schedule in accordance with IRS rules and regulations.

Opt-Out Program

10. For purposes of the Opt-Out Program, an Active employee is defined as an employee who remains eligible for the employer's contribution rate (excludes unpaid leaves of absences) for health insurance.

The Town shall continue the existing Opt-Out Program for Active employees who are enrolled on the Town's health insurance plan and opt-out of the health insurance program under the following terms and conditions:

a. The Opt-Out program is available to Active employees only;

b. The annual Opt-Out incentive shall be:

- Family coverage - \$5,000
- Individual coverage - \$2,500
- Change from a family coverage to individual coverage - \$2,500

All payments will be pro-rated based on the number of months in the fiscal year the employee is not enrolled in the Town's health insurance and participating in the Opt-Out program.

c. Employees who voluntarily terminate insurance coverage during the plan year will receive a pro-rated Opt-Out incentive on the following basis:

Bi-Weekly Opt-Out = Opt Out Payment X $\frac{\text{#of months w/o coverage}}{12}$ / # of payrolls remaining in fiscal year

d. Opt-Out payments shall be made bi-weekly, according to the Town's regular payroll practices.

- e. To be eligible, Active employees must meet one of the following eligibility requirements:
 - C1. Current Employees and New Hires:

Employees must be continuously enrolled in the Town's insurance for a minimum of twenty-four (24) months before eligible to receive the Opt-Out incentive.
 - C2. Employee with Change in Insurance Coverage During Plan Year:

Employees who change insurance coverage from individual to family coverage during the plan year and then later decide to Opt-Out of the Town's health insurance will be eligible for the Opt-Out incentive in the amount of \$2,500.

Employees enrolled in the Town's health insurance who have had individual coverage for at least 12 months and who change insurance coverage from individual to family coverage during the plan year and maintain family coverage for 12 months, and then decide to exercise the Opt-Out, will be eligible for the \$5,000.
- f. Employees who are enrolled in an individual plan, increase coverage to a family plan and then decrease coverage to an individual plan are not eligible for the Opt-Out Incentive;
- g. Employees enrolled in a family plan must show evidence of alternative insurance coverage before they are allowed to Opt-Out of the Town's health insurance;
- h. The Town will pay the Opt-Out incentive via payroll on a bi-weekly basis, less applicable payroll taxes. Payments are not pensionable. For school department employees, payments will be made on a 21 or 26 payroll schedule. If an employee needs to re-enroll in the Town's insurance, the Opt-Out incentive payments will end on the first payroll that health insurance premiums are deducted;
- i. If there is a qualifying event in which an employee who has opted-out needs to opt-back onto the Town's insurance, the employee will be eligible to do so as long as enrollment is done within the thirty (30) days of the qualifying event;
- j. Apart from a qualifying event, any employee who has opted-out can re-enroll in the Town's health insurance during any open enrollment period;
- k. Married Town employees (i.e. both working for the Town of Lexington) who are currently enrolled in separate individuals plans may not enroll in a family plan for purposes of receiving the Opt-Out incentive;
- l. The Town and the PEC will share in the "savings" realized by the Opt-Out Program on a 50% / 50% basis. The PEC's share of the savings will be deposited into the Mitigation Account on a quarterly basis, if applicable.
- m. School department employees who participate in the Opt-Out incentive effective 07/01/2018 and who work a September – June payroll period, will receive the Opt-Out incentive in their paychecks beginning September 2018.
- n. The Opt-Out program will have a sunset provision of June 30, 2020.
- o. Any issues or disputes that arise regarding enrollment periods or rules and regulations relating to the implementation of this program shall be reviewed by the Town's Human Resources Director. The Human Resources Director will convene a committee comprised of two (2) representatives appointed by the Town Manager and two (2) representative appointed by the PEC. The committee shall make a recommendation to the Town Manager. The Town Manager's decision shall be final and binding.

- p. Employees who are no longer eligible for the health insurance benefit or terminate employment are not eligible to participate or continue to receive the Opt-Out incentive payment.

Creation of a Separate Account for the Mitigation Monies

11A. The Town shall establish a separate account for the mitigation monies, to be funded from the following sources shown below and further explained in Attachment 1 of this Agreement:

- I. Employee/Retiree Premium Contribution Split Change for the Indemnity Plans;
- II. Retiree Premium Contribution Split Change for the Medicare Supplement HMO Plans;
- III. Employee/Retiree Premium Contribution Split Change for the Active and Non-Medicare Eligible Plans; and
- IV. Fifty percent (50%) of the “savings” from the Opt-Out Program.

11B. The following mitigation programs will be charged to this account, subject to a sufficient balance in the mitigation account:

I. “HRA-Part 1” Employee Reimbursement:

For the duration of this agreement, the Town will continue a Health Reimbursement Account (HRA) in the form of a pre-loaded debit card for all active and non-Medicare subscribers.

In fiscal year 2019, this amount will be

Plan Level	Total
Family Plan	\$670.00
Individual Plan	\$205.00

Prior to the conclusion of the first year of this agreement and before open enrollment for Fiscal Year 2020, the Town and PEC shall review the balance in the Mitigation Fund and, depending on available funds, will determine the reimbursement amount for HRA-Part 1 for the second year of the agreement (FY20).

The Town will notify the Coalition if there will not be sufficient funds in a particular fiscal year to fund the supplemental HRA-1 program, so that the Coalition can determine an alternative amount.

II. “HRA-Part 2” High Out-of-Pocket Costs:

This account will assist those active and non-Medicare subscribers who have extraordinary medical insurance out-of-pocket copayments. The estimated balance in the HRA-Part 2 account is \$170,000 as of April 1, 2018. Dental out-of-pocket copayments are not included as eligible expenses under HRA – Part 2.

Individual Plan Coverage

For Individual plans, in the event that any employee or Non-Medicare retiree has out-of-pocket costs for covered services from in-network providers for prescription drug copayments, deductibles and office visit copayments that exceed \$2,000 in total in the plan year, the fund will provide reimbursement of 100% of the costs for covered services for in-network services from in-network providers over \$2,000. When out-of-pocket costs for covered services from in-network providers for prescription drug copayments, deductibles and office visit copayments reach \$5,000 in total per plan year, the employee/retiree will be responsible for any costs for covered services in excess of \$5,000.

Family Plan Coverage:

For Family plans, in the event that any employee or non-Medicare retiree has combined out-of-pocket costs for covered services from in-network providers for prescription drug copayments, deductibles and office visit copayments that exceed \$4,000 in total in the plan year, the fund will provide reimbursement of 100% of the costs for covered services for in-network services from in-network providers over \$4,000. When out-of-pocket costs for covered services from in-network providers for prescription drug copayments, deductibles and office visit copayments reach \$10,000 in total per plan year, the employee/retiree will be responsible for any costs for covered services in excess of \$10,000.

Claims submitted by members for reimbursement shall be paid by the third party administration until the "HRA-Part 2" fund is exhausted. Claims must be submitted in accordance with procedures specified by the HRA Administrator and must be submitted by March 1 for paid services in the prior calendar year. Notice will be provided to the Health Insurance Coalition when the HRA account is \$75,000 or less.

III. HRA Fees:**A. HRA Administrative Fees**

The Town will pay the annual administrative fee for the duration of this Agreement.

B. HRA Subscriber Fees

The Parties agree that the subscriber fees for the HRAs will be paid as follows:

- 1) the Town will pay up to 50% of the cost of subscriber fees, up to \$40,000 per year. This payment will end on June 30, 2020, unless the Parties negotiate a successor agreement.
- 2) the balance will be paid from the Mitigation Monies.

IV. The Parties to this Agreement agree that should projections lead to the possibility that the funds dedicated to the HRA Part 1 and Part 2 will be insufficient to fulfill the plan dollar amounts during a plan year then the parties shall reopen this Section for the purpose of modifying and/or continuing the plan.

V. Medicare Part B Subsidy:

The cost of the Medicare Part B Subsidy, as outlined in Section 8B, shall be funded through the mitigation monies.

11C. Mitigation Account Balance:

If the balance in the mitigation account is in excess of or less than what is required to fund the mitigation programs, the Town will provide thirty (30) days' notice to the Coalition, so that the Coalition can decide where to make adjustments in 11B: I, II and III above, or other uses negotiated by the parties.

Nothing in this section will preclude the Town from making payments beyond this two (2) year agreement should there be sufficient funds in the mitigation account and should the Town and Coalition agree to continue a mitigation program.

The parties specifically agree that the Town will have no obligation to provide or expend funds for mitigation, or Medicare Part B premium subsidies which exceed the amounts detailed in this Agreement.

Meetings

12. The Public Employee Committee shall be composed of one (1) union officer from each collective bargaining unit which negotiates with the Town and a retiree representative designated by the Retired State, County and Municipal Employees Association. Each union officer and the retiree representative shall have the option of allowing one additional representative to attend meetings of the Public Employee Committee with the Town.
13. The parties shall establish a regular schedule of meetings to discuss the implementation of this agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place no less than quarterly, unless agreed otherwise. Meetings will be held at times and places which are mutually agreed upon by the Town and the Committee. In addition, either party may convene a meeting upon seven (7) calendar days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices will be provided to the Town and to the Public Employee Committee to the person and in the manner designated in writing by the Town and the Committee.
14. Any employee who is a representative on the Public Employee Committee shall receive time off to attend meetings of the Committee with the Town with full pay, if meetings are during the employee's normally scheduled work hours.

Correspondence and Information

15. The Town shall copy the Co-Chairs of the Public Employee Committee on correspondence related to the Agreement between the Town of Lexington and the Group Insurance Commission or to any provider of health coverage.
16. Upon request, the Town shall provide the Committee with information reasonably necessary to carry out its responsibilities under this agreement and the provisions of Section 19 of Chapter 32B, as amended by Chapter 67 of the Acts of 2007.

Health Coverage after June 30, 2020

17. Either the Town or the PEC may request that this Agreement be reopened for negotiations, pursuant to Section 19, at some point after March 1, 2019. The parties will evaluate the prior two years of participation in the GIC and negotiate a recommendation for future participation in the GIC. Should the PEC vote that it is the PEC's preference to exit the GIC then, the Town and the Public Employee Committee will begin negotiations for a successor agreement pursuant to Section 19 of Chapter 32B. At the request of the PEC, the Town may present a proposal for alternative plans which are at least the actuarial equivalent of those offered by the Commission in the second (2nd) plan year so that the parties may fully explore and negotiate the health coverage to be provided to subscribers starting on July 1, 2020. The parties agree, however, that the Town will only exit the GIC if a successor agreement is reached in accordance with Section 19 of Chapter 32B, or if the Town implements the provisions of Sections 21-23 of Chapter 32B.
18. In accordance with the provisions of a successor agreement, the Town will notify the Group Insurance Commission by December 1, 2019, according to the GIC's rules and regulations, either that subscribers will continue coverage through the Commission, or that the Town is withdrawing its subscribers effective July 1, 2020. In the event that the Town ceases to provide health insurance through the Group Insurance Commission, the Town and the Public Employee Committee agree to maintain Section 19 of Chapter 32B to bargain health insurance coverage unless the Town implements Sections 21-23 of Chapter 32B.

Effect of Agreement

19. This agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any Town policies or any collective bargaining agreements between the Town and any unions representing Town employees.

Cancellation

20. In the event the Town is delinquent in making payments as required by the Group Insurance Commission and the Commission notifies the Town that it intends to exercise its option to cancel coverage pursuant to Section 19(f) of Chapter 32B, the Town will immediately notify the Public Employee Committee, present its proposal for plans which are at least the actuarial equivalent of those offered by the Commission, and engage in negotiations with the Public Employee Committee for replacement coverage.

Arbitration of Disputes

21. Either party may submit a dispute between the parties concerning the interpretation or application of this agreement to the American Arbitration Association for final and binding arbitration under its Labor Arbitration Rules with the exception of disputes under Section 10(n). A request for arbitration by the Public Employee Committee must be approved by seventy percent (70%) of the weighted votes of the representatives on the Committee.

Hiatus Period Procedures

22A. Waiting/Hiatus Period:

New employees of the Town are eligible to enroll in the health insurance offered by the GIC in accordance with 805. CMR 9.01. Therefore, in accordance with 805 CMR 9.01 (3), new employees of the Town are eligible to enroll in health insurance offered through the GIC within ten (10) calendar days of the first date of employment with the Town. GIC health insurance benefits begin on the first day of the month following sixty (60) days or two (2) full calendar months of employment, whichever is less. The period between the date of employment and the effective date of coverage pursuant to 805 CMR 9.01 (3) is herein after referred to as the “Waiting/Hiatus Period”.

22B. Waiting/Hiatus Period Stipend:

During the “Waiting/Hiatus Period”, the Town shall pay a stipend (“Waiting/Hiatus Period Stipend”) to those newly hired employees who have notified the Town within ten (10) calendar days of employment that they have chosen to enroll in one of the health insurance plans through the GIC.

The amount of the “Waiting/Hiatus Period Stipend” will be equal to the portion of the premium cost for whichever plan the employee has chosen to enroll, up to a maximum of:

- HMO/PPO/POS Plans:
 - Eighty-two (82%) Of the HMO/PPO Plans Years 1-2.
- Indemnity Plans:
 - Seventy-five (75%) of the Indemnity Plans Years 1-2.

To receive the “Hiatus Period Stipend”, the employee must show proof of other health insurance coverage during the “Waiting/Hiatus Period,” (e.g. COBRA or other alternative health insurance plan).

Newly enrolled employees/subscribers who cancel their GIC coverage within the sixty (60) days of the effective date of GIC coverage shall return the “Waiting/Hiatus Period Stipend” in its entirety to the Town.

22C. GIC Retroactive Effective Date of Coverage:

Subscribers may request retroactive coverage from the GIC in accordance with 805 CMR 9.01 (4). Therefore, if a subscriber incurs unplanned and urgent medical expense(s) during the “Waiting/Hiatus Period” that in sum exceeds the full-cost of health insurance premiums of the GIC’s elected plan for the “Waiting/Hiatus Period,” the subscriber may file a written request to the GIC for approval of health coverage to become effective on the first day of employment. Upon approval by the GIC, coverage shall take effect as of the first day of employment. In this event, the Town shall submit the full-cost of health insurance premium for the “Waiting/Hiatus Period” to the GIC in a timely manner. The employee shall reimburse the Town his/her proportional share of the premium and any “Waiting/Hiatus Period Stipend” amount already received.

22D. Modification of the “Waiting/Hiatus Period”:

The provisions of subparagraphs A, B and C shall be modified if and when the GIC modifies the “Waiting/Hiatus Period”.

Reopener Agreement

23. If, during the second year of this Agreement the GIC eliminates or freezes the offering of plans, the parties agree that only the mitigation portion of this Agreement may be reopened by the PEC for the purpose of considering whether or not the elimination and/or freezing of the plans results in financial hardship for the subscribers.

Signatories

24. Each signatory to this agreement is authorized to bind the entity he/she represents.

Executed on behalf of the Town of Lexington:

_____ Town Manager

Executed on behalf of the Public Employee Committee:

_____ Co-Chair PEC, Representing the Lexington
Phyllis Neufeld Education Association Unit A, C, D and
Technology Unit
Lexington Education Association

_____ Andrew Baker

_____ Co-Chair PEC, President of IAFF Local 1491
Robert Green

_____ President, AFSCME Local 1703 - DPW
Ron Lochiatto

_____ President, AFSCME Local 1703 - Custodians
Kyle Walsh

_____ President, AFSCME Local 1703 - Dispatchers
Pamela Harron

_____ President, ALA School Administrators
Eamonn Sheehan

_____ President, Cary Memorial Library Association
Lisa Mucciarone

_____ President, SEIU School Custodial-Maintenance
Vartan Minasian

_____ President, Lexington Police Association
Michael Sowle

_____ President , IBPO Local 501 – Police Superiors
James Barry

Kathy Fox / Bruce Dempsey

Co-President, Lexington Municipal Emp. Assoc.

Aaron Henry

President, Lexington Municipal Management Association

Carol Murphy

Retiree Representative

**Attachment 1 to the
Memorandum of Agreement Between
The Town of Lexington and the
Lexington Public Employee Committee**

This Attachment reflects the parties' agreement on the creation and use of the separate account for the mitigation monies.

A. Creation of a Separate Account for the Mitigation Monies:

The Town shall continue to maintain a separate account for the mitigation monies, to be funded from the sources shown below:

A1. Subscriber Premium Contribution Split Change for the Indemnity Plan;

The savings realized by the Town due to an increase in the subscriber contribution split to the indemnity plans (Harvard Pilgrim Medicare Enhance, Health New England Medicare Supplement Plan, Tufts Health Plan Medicare Complement, Unicare State Indemnity Plan/Medicare Extension OME with/without CIC and Unicare State Indemnity Plan/Basic with/without CIC) from twenty percent (20%) to twenty-five percent (25%) paid by the subscriber. This amount will be determined using November subscriber counts and premium rates, as provided by the GIC, each year of the agreement. For Active plans, this figure will be the difference between twenty percent (20%) and twenty-five percent (25%) of the GIC established premium. For Retiree plans, this figure will be the difference between twenty percent (20%) and twenty-five percent (25%) of the GIC established premium;

A2. Retiree Premium Contribution Split Change for the Medicare Supplement HMO Plans;

The Mitigation Fund shall reimburse the Town for the cost realized by the Town due to a decrease in the retiree contribution split to the Medicare Supplement HMO plan (Tufts Health Plan Medicare Preferred). This amount will be determined annually using November subscriber counts and premium rates, as provided by the GIC and transferred to the General Fund health appropriation. This figure will be the difference between twenty percent (20%) and eighteen percent (18%) of the GIC established premium;

A3. Subscriber Premium Contribution Split Change for the Active and Non-Medicare Eligible Plans;

The Town shall continue to provide for 85% of the premiums for the PPO and HMO health insurance plans. The savings realized by the Town from increasing the active and non-Medicare retiree contribution split of all non-indemnity plans by three (3%) percent in Fiscal Year 2015 will be annually transferred each November from the General Fund Appropriation for Health into the Mitigation Fund. This amount will be determined on an annual basis using the November subscriber counts and premium rates, as reported by the GIC.

A4.Savings Realized by the Opt-Out Program;

Fifty (50) percent of the savings realized by the Town as a result of the Opt-Out program will be deposited into the Mitigation Fund. The savings will be calculated using the Harvard Pilgrim Independence Plan and deposited on a quarterly basis, if applicable.

The “savings” shall be calculated using the following example:

Individual Premium for Harvard Pilgrim Independence Plan				
Annual Town Cost	Opt-Out Incentive	Savings	50% HRA 1	50% Town
\$8,134.53	\$2,500	\$5,634.53	\$2,817.26	\$2,817.27

Family Premium for Harvard Pilgrim Independent Plan				
Annual Town Cost	Opt-Out Incentive	Savings	50% HRA 1	50% Town
\$19,772.50	\$5,000	\$14,772.50	\$7,386.25	\$7,386.25

B. Uses of the Separate Account for the Mitigation Monies:

B1. Payment made toward funding the HRA-Part 1, as defined by any plan documents agreed to by the Town and the PEC.

B2. Payment made toward funding the HRA-Part 2, as defined by any plan documents agreed to by the Town and the PEC.

B3. Medicare Part B Subsidy.

The Town will contribute to a portion of the Medicare Part B premium as found in Section 8B of this Agreement.

Retirees will continue to pay their Medicare Part B premium through their Social Security monthly checks or directly through quarterly billing for those retirees who do not receive a Social Security pension check.

The Town will provide a separate Retiree Health Insurance rate sheet which will show both the “original” premium rates for the Medicare Part B Supplemental Plans and the premium rate after the Medicare Part B subsidy for that year has been applied.

C. Mitigation Fund Balance:

If the balance in the Mitigation Fund is not sufficient to fund the mitigation programs, the Town will provide thirty (30) days’ notice to the Coalition, so that the Coalition can decide where to make adjustments. The parties agree that in no event will the Town be responsible to provide any mitigation in excess of the mitigation amounts specified in this Agreement.

Adjustments to this section of the agreement to provide additional funds to the mitigation account shall not be made by increasing the Town’s contribution rate during this agreement (Years 1-2, 82%). This does not preclude a change in the Medicare Part B Supplemental Plan subsidy contribution rate funded under Section 8B.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Reporting Structure for Public Information Officer and Town Clerk's Office (10 min.)

PRESENTER:

Carl F. Valente, Town Manager

ITEM NUMBER:

I.10

SUMMARY:

A vote is requested for this agenda item.

The Town Manager is proposing a new organization reporting structure for the Public Information Officer and Town Clerk's Office. Section 9b of the Selectmen-Town Manager Act requires Board approval of departmental organization changes.

The Town Manager is proposing:

1. That the Public Information Officer (new position) be part of the Town Manager's Office; and
2. That the Town Clerk's Office report directly to the Town Manager's Office (with the Town Clerk directly reporting to the Assistant Town Manager), effective July 1, 2018.

With the recently expanded responsibilities of the Information Technology Department, it is no longer advantageous for the Town Clerk's Office to report to the Chief Information Officer. Currently, the Town Clerk's Office works closely with the Town Manager's Office on matters such as Town Meeting, public records/information requests, and board/committee/staff training on Open Meeting law matters.

SUGGESTED MOTION:

Move to (approve) (not approve) (take under advisement) the Town Manager's reporting structure for the Public Information Officer and Town Clerk's Office.

FOLLOW-UP:

Town Manager's Office

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

8:15 p.m.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Selectmen - Committee Appointments (5 min.)

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

I.11

SUMMARY:

Reappointments

Keeper of the Lockup

-Mark Corr

Executive Clerk/Office Manager to the Board of Selectmen

-Kim Katzenback

SUGGESTED MOTION:

Move to re-appoint Mark Corr as Keeper of the Lockup for a one-year term ending June 30, 2019.

Move to re-appoint Kim Katzenback as Executive Clerk/Office Manager to the Board of Selectmen one-year term ending June 30, 2019.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

8:25 p.m.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve Minutes

PRESENTER:

ITEM NUMBER:

C.1

SUMMARY:

The minutes of the following meeting dates are ready for your approval:

- 05/02/2018 Joint BOS-SC
- 05/07/2018 BOS
- 05/10/2018 BOS
- 05/18/2018 BOS
- 05/21/2018 BOS
- 05/29/2018 BOS
- 05/30/2018 BOS

The Executive Session minutes of the following meeting date is ready for your review and approval:

- 05/07/18 ES

SUGGESTED MOTION:

Move to approve the minutes of:

- 05/02/2018 Joint BOS-SC
- 05/07/2018 BOS
- 05/10/2018 BOS
- 05/18/2018 BOS
- 05/21/2018 BOS
- 05/29/2018 BOS
- 05/30/2018 BOS

Move to approve but not release the executive session minutes of:

- 05/07/18 ES

FOLLOW-UP:

Selectmen's Office.

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

ATTACHMENTS:

Description	Type
 Minutes - 05.02.2018 BOS-SC	Backup Material
 Minutes - 05.07.2018 BOS	Backup Material
 Minutes - 05.10.2018 BOS	Backup Material
 Minutes - 05.18.2018 BOS	Backup Material
 Minutes - 05.21.2018 BOSrev	Backup Material
 Minutes - 05.29.2018 BOS	Backup Material
 Minutes - 05.30.2018 BOS-PB	Backup Material

Joint Selectmen and School Committee Meeting
Wednesday, May 2, 2018

A Joint Meeting of the Board of Selectmen and School Committee was called to order at 7:03 p.m. on Wednesday, May 2, 2018 in Estabrook Hall of the Cary Memorial Building for the purpose of holding the fourth in a series of presentations and discussions related to Mental Health Services provided by the Town of Lexington and the Lexington School Department. Present for the Selectmen (BOS) were Ms. Barry, Chair; Mr. Pato; Ms. Ciccolo; Mr. Lucente; Ms. Hai; Mr. Valente, Town Manager; and Ms. Siebert, Recording Secretary.

Present for the Schools (SC) were Ms. Jay, Chair; Ms. Colburn, Vice-chair; Mr. Alessandrini; Ms. Linehan; Ms. Sawhney; and Dr. Czajkowski, Superintendent of Schools.

Also present were Wendy Rundle, Facilitator; Charlotte Rodgers, Director of Human Services; Melissa Interest, Assistant Director of Senior Services; Gail Fields, Co-chair of the Human Services Committee/clinical social worker; Martha Kurland, Human Services Committee/clinical social worker; and Tony Serio, Assistant Director of Lexington Youth and Family Services.

Ms. Rundle opened the meeting by restating the framing question that has formed the foundation of these discussions: "What should be the role of the Municipal and School departments and the community in providing mental health services to the Lexington community?"

Mr. Valente summarized the discussions to date, saying that the topic of mental health was first raised by Alessandro Alessandrini in April 2017. Since then, two planning meetings have taken place as well as the first three public meetings convened on September 27, 2017; February 7, 2018; and March 22, 2018. The fourth Joint Meeting, taking place this evening, will focus on a report by the Human Services Committee regarding research it has done on mental health services/programs provided in comparable municipalities. Other topics to be covered are an assessment of challenges and opportunities as identified by staff and a review of Community Health Network Area 15 (CHNA 15) best practices grant for Municipal/School/Community collaboration.

A fifth joint meeting, tentatively scheduled on May 23, will focus on Municipal and School staff recommendations to answer the framing question about the Town/School/Community's role in providing mental health services. It remains to be determined when and how public input will be gathered and processed. Mr. Valente noted that Annual Town Meeting 2018 approved approximately \$82,000 to be used for as-yet-unidentified efforts moving forward.

Gail Fields, co-Chair of the Human Services Committee, said she and other Committee members conducted individual telephone or in-person surveys of nine comparable towns with similar demographics and school populations. Ms. Fields noted that the Human Services department provided valuable staff support in this effort.

Ms. Fields presented town profiles and findings from Acton, Arlington, Bedford, Concord, Natick, Needham, Newton, Wellesley, and Westford and followed this analysis with comparable data points from Lexington. Categories included: total population; school population; Health and Human Services programs; clinical staff numbers; program types; if referral services are provided; and if the town has established a mental health coalition.

Different models and approaches emerged in this analysis. Each town has developed programs tailored to fit its individual needs. For example, Ms. Fields noted that Acton does not employ clinical staff but does have a Youth Center that serves its relatively large youth population. That facility was originally funded privately. Arlington has a staffed mental health clinic and a youth counseling center funded by an Enterprise Fund/fee for services model. Acton, Arlington, Natick, Needham, and Newton all have mental health coalitions. Seven of the towns offer mental health referral services, using the William James interface that “spans the lifecycle.” Most referral programs, if not all, started with the help of matching funds but eventually came under the Town/School funding model. All towns except one continue to use the William James program; the lone town that dropped out now wants to return.

Lexington, compared to other towns, has a large school-to-total population ratio; it has no mental health coalition and no third party referral services but it does have a well-developed Human Services department with 5 clinical staff/ 4+ non-clinical staff. This staff provides assistance for seniors, youth, veterans, and those in need of public transportation services. Ms. Fields emphasized that Lexington does provide crisis intervention and that an effort has now begun to establish a mental health task force/coalition.

Ms. Fields reported that in 2008, the Human Services Committee recognized Lexington had no designated Youth department. Since then, additional staff have been hired to provide a safety net. However, demands on the Human Services department continue to grow: Since 2015, the number of seniors requesting assistance has increase by 40%; the non-senior category has risen 20%; and the number of residents seeking mental health and support services has increase 129%. Human Services recognizes that it is critical to work collaboratively in order to meet these demands; additional staff will probably be needed over time to expand capacity. More parenting, psycho-educational, and other complementary/supplementary programs are needed. It was noted that 340 people recently participated in a program called “The Secret Life of Teens.”

Charlotte Rodgers, Director of Human Services, reviewed the four-step integrated mental health program Lexington now follows: identification, intervention, prevention, and post-vention. The CHNA15 grant will increase the ability to provide more prevention activities. Mr. Rodgers noted that one common factor in towns with effective mental health programs is a strong Parks and Recreation department.

Melissa Interest, Assistant Director of Senior Services, presented a summary of “Challenges and Opportunities” sorted into three key categories: Supportive Mental Health Services; Interdepartmental Communication; Education and Training. Those three categories were then broken down into “areas staff can address/impact” and “challenges the Town might not easily

change.” Ms. Interest said staff/department capacity; developing a commonly held understanding of confidentiality; the ability to identify those at risk; access to services; and collaboration among stakeholders are areas of concern. Ms. Fields added the issue of stigma as an important area to be addressed. If privacy is assured, more people are likely to seek available services.

Ms. Rodgers provided a status report on Lexington’s efforts: the CHNA 15 “Best Practices in Community Health Response” grant is enabling the formation of a Steering Committee with Town, School, and community stakeholders. The Committee will use this pilot year to plan the next three years; it will present, by December, a vision of what a sustainable community mental health task force model looks like. Other goals include: developing a clear delegation of roles and effective communication protocols; providing opportunities for community conversation; providing mental health education and training programs such as Mental Health First Aid, Question Persuade Refer (QPR), and Parenting programs. At the end of the planning year, Lexington will be able to apply to the CHNA for a \$25,000 impact grant to fund the first year of the next three-year program introductory period.

Mr. Lucente (BOS) asked what long-term mental health services other communities offer. Using the Town of Bedford as an example, Ms. Rodgers said that clinical services are obtained under a contract with Eliot Community Human Services, one of the providers that presented at the last Joint Meeting. One or two Eliot clinicians come to Bedford twice/three times a week and residents have access to them via appointment. According to Bedford’s Youth and Family Services director, very few people have regular, weekly appointments. Consultations are held in a private environment, similar to a therapy office; Eliot takes health insurance, which is similar to the Arlington fee for services model. In Bedford, if insurance coverage runs out and the clinician and client agree more support is warranted, the Town can assist with funding. Shorter-term behavioral modifications are within the scope of most insurance; hospitalization would be beyond the scope of what a municipal government should expect to cover.

Ms. Colburn (SC) asked what a Mental Health Task Force is and what it would do. Ms. Rodgers said this question is one the Steering Committee intends to figure out during the pilot planning year. Lexington has contracted with a consultant to help the group look at models best practice during the planning year.

Larger questions about the task force are who owns it and how is it funded? Ms. Rodgers said by the end of the planning year, there should be answers to these questions. One of the key points that has emerged so far is the issue of interdepartmental clarity: what protocols and procedure should be unified across departments so that when an event occurs, all responders work from the same playbook. Ms. Rodgers expects that task force members will be drawn from the Health Department, Human Services, School, Library, Recreation, Police, and Fire. An initial meeting with the Community Coalition, formed several years ago, is planned within the month, however Ms. Rodgers believes municipal and school departments should be in accord before the Coalition is formally drawn in.

Ms. Hai (BOS) asked how available services should be communicated to the public and how people in need of services are identified. Ms. Rodgers said Mental Health First Aid and QPR training should make more people comfortable with conversations about mental health. Mental Health First Aid training is 8 hours long; QPR is only 1 hour; Ms. Rodgers feels that the shorter timeframe encourages more people to participate. Those in need of services are often identified when they come to Human Services about another issue, such as financial insecurity, but are then found to have underlying mental health problems. To facilitate communication, Ms. Rodgers suggested an information system with several physical hubs (schools, Community Center, etc.) and the creation of an effective, informational website. Communication will also be improved once all departments are aligned and issuing the same message at the same time.

Mr. Alessandrini (SC) asked if having an in-house mental health clinic is more beneficial than offering referral services. Ms. Rodgers said that in-house clinicians are not available 24/7; 911 is the safety net used by all communities for overnight and weekend emergencies. The Enterprise Fund model used by Arlington (about \$580,000/year) is unusual but she noted Arlington also has fewer in-school clinicians. Lexington, on the other hand, has a robust in-school staff of counselors and social workers. Ms. Rodgers emphasized that Lexington provides short-term, solution-focused transitional counseling that includes an assessment piece. If longer-term supports are needed, Human Services tries to move the client to appropriate outside providers.

Ms. Sawhney (SC) asked what challenges other towns reported. Ms. Fields said the communities contacted were all very positive about their mental health program models. She suggested this question of challenge might be asked of the towns in a follow-up to see what emerges. Staffing capacity and the availability of around-the-clock support are issues all towns mentioned.

Ms. Rodgers said a recurring theme in her department, as well as in the presentations made by clinical care providers, was the increasing complexity of the problems being encountered. Ms. Fields believes it important to recognize the broader network of identifiers, such as postal carriers, Meals of Wheels volunteers, and others.

Dr. Czajkowski, Superintendent of Schools, addressed the stigma of mental health and the importance of education on the subject. She believes the question of outreach is a large one and that a sort of fragmentation exists in that many people are working on this same issue but the effort and approach is not coordinated. She believes it is important to develop a protocol of communication to use during a crisis and said it would be better to identify troubled kids and families before something happens to compel mandated reporting. Dr. Czajkowski plans to reach out to the Arlington Superintendent of Schools to learn how the schools coordinate with the municipal clinical staff. Ms. Fields said she is aware that not all mandated reporters (such as social workers and nurses) follow through because of a reluctance to have a matter enter the legal and mental health systems.

Ms. Jay (SC) said, in tandem with the coordination piece, Lexington's gaps in service should be identified. She believes accessibility is another key piece of the puzzle. Also, people may need services but not realize it or cultural differences might be barriers to asking for help. Ms. Jai

believes people may be coming in “through the back door” rather than accessing services directly. Perhaps a youth center or other facility would be a place where support access occurs more organically; she asked that this question be asked of the comparable communities.

Ms. Lenihan (SC) said she was struck by the number of communities that use referral services; she believes Lexington would find great value in providing this resource.

Ms. Ciccolo (BOS) agreed that a referral service is probably needed but she also believes Mental Health and QPR training is essential. She would like to consider how to set community-wide expectations, such as that all coaches, teachers, and community volunteers would periodically receive training. Ms. Ciccolo added that she was impressed to learn that teachers take note of behavior changes and flag them to the attention of Guidance Counselors and parents. A gap may be in the follow-through step so that access to needed service is ensured.

Ms. Rundle asked how public comments should be gathered. Ms. Barry said she feels strongly that the open public comment phase should begin, although not conclude, at the next joint mental health meeting. Mr. Pato agreed that public comment should begin soon but he noted he has heard from only two residents since these mental health meetings began. He urged those who might not want to speak publicly to contact individual Selectmen privately, in person or by email. Mr. Alessandrini also agreed that public comment should be gathered soon. He recommended that two public comment sessions be held to accommodate different schedules and that community leaders who deal with residents in need be directly invited to attend as well.

Ms. Barry asked that an email address be established to channel public comments simultaneously to the members of both boards. She agreed that a second public comment session, perhaps on a weekend, should be considered.

A consensus was reached that staff recommendations will be made during the first hour of the next Joint Meeting on mental health on May 23, 2018 to be followed by a second hour dedicated to public comments. Board deliberations will take place at a later meeting to be held on Monday, June 18, 2018 at 7:00-9:00 p.m.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to adjourn at 9:15 p.m. The School Committee followed suit with a 5-0 vote.

A true record; Attest:

Kim Siebert
Recording Secretary

SELECTMEN'S MEETING

Monday, May 7, 2018

A meeting of the Lexington Board of Selectmen was called to order at 7:00 p.m. on Monday, May 7, 2018 in the Selectmen's Meeting Room of the Town Office Building. Ms. Barry, Chair; Mr. Pato; Ms. Ciccolo; Mr. Lucente; and Ms. Hai were present as well as Mr. Valente, Town Manager; Kim Katzenback, Executive Clerk to the Board of Selectmen; and Ms. Siebert, Recording Secretary.

Reorganization of the Board

Ms. Katzenback, Executive Clerk, asked for nominations for Chair of the Board of Selectmen. Mr. Lucente nominated Ms. Barry to serve in that role and Ms. Ciccolo seconded. There being no other nominations, Ms. Katzenback closed the floor and a vote was taken. The Selectmen unanimously voted for Ms. Barry to serve as Chair for the coming year.

Ms. Katzenback opened nominations for Vice Chair. Ms. Barry nominated Ms. Ciccolo. There being no other nominations, Ms. Katzenback closed the floor and the vote was taken. Ms. Ciccolo was unanimously endorsed to serve for the year as Vice Chair.

Ms. Katzenback called a two-minute recess so that Board members could take their places at the table. Ms. Barry reconvened the meeting at 7:05 p.m.

Letter to Mayor of Antony, France

The Board has been informed that Pascale Masselin, liaison from Lexington's Sister City Antony, France, has died. Ms. Barry cited Mme. Masselin as instrumental to the relationship between the two towns. The Board of Selectmen, Town Manager, and the citizens of Lexington mourn the loss of Mme. Masselin and a letter of condolence will be sent the Mayor of Antony and the Masselin family.

Dawn McKenna, Chair of the Tourism Committee and the Antony Working Group, paid tribute to Mme. Masselin and the thirty-year relationship between the communities. She noted that a park is now being constructed in Lexington to honor of the connection. Ms. McKenna also asked that the Selectmen recognize the passing of Alain LaFloque, another person of note in Antony.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to sign a letter of condolence to the Mayor of Antony, France and to Monsieur Masselin.

Selectmen Concerns and Liaison Reports

Ms. Barry thanked the other Selectmen for their votes of confidence for her leadership of the Board. Ms. Ciccolo likewise thanked the Selectmen for unanimously supporting her as Vice Chair.

Ms. Hai said she attended her first meeting as Selectmen liaison to the Human Rights

Committee. The HRC is currently working on several items of note which will come before the Board at a later date.

Town Managers Report

Mr. Valente reported that Lexington's Human Services department has received two grants from the Dana Home Foundation. One grant is for \$12,100, to be used to purchase equipment to create a mobile computer lab for technology instruction. This initiative includes pilot technology to enable outreach to homebound caregivers. The second grant is for \$12,500 to partially fund staff support for a dietician, a volunteer coordinator, and free or reduced-fee transportation for seniors. The awards will be officially bestowed in a public ceremony on Wednesday, May 30, 2018 from 6-8 p.m. at the Community Center. Mr. Valente cited the Dana Home Foundation as a regular and valuable source of support for Human Services department efforts.

Review of Farmers' Market 2017 and Preview of 2018 Farmers' Market

Ashley Wenger, Lexington Farmers' Market (LFM) Manager reviewed the successful 13th Summer Market season, noting that the 31 participating farmers/vendors reported very positive sales last year. The length of the Summer Market season is 22 weeks, starting at the end of May and ending at the end of October. The Small Yet Mighty Winter Market, held at the Waldorf School from January-April, concluded its 3rd year on April 28, 2018. The LFM Thanksgiving FEASTival was again held on the Tuesday before Thanksgiving at Seasons Four for an 8th year.

Some highlights of the 2017 season included: filing for 501 (c) (3) non-profit status; more than doubling the number served by the Supplemental Nutrition Assistance Program (SNAP) and "Close the Gap" programs; holding the first Seniors Day in conjunction with a variety of sponsors including Lexpress and Town Health and Human Services departments; extending the Winter Market season to nine weeks; improving educational programming; hosting a number of special events; and showcasing a variety of musical performers.

Ms. Wenger noted that the spectrum of ethnic diversity of customers grew last year, creating the need for multi-lingual signage and volunteers with world language fluencies to provide communication support.

The 2018 summer season will begin on Tuesday, May 29, 2018. Ms. Wenger invited the Board and Mr. Valente to ring the official bell that day to open the market. Eleven new vendors, including two new farms, will participate this year. An expanded list of special events and educational programs is planned.

Ms. Wenger thanked Town staff and the Board for supporting the market and for help with parking solutions.

Ms. Barry asked Town staff to keep LFM in the loop about Police Station construction plans which are projected to impact the 2019 summer season. A new market location may be needed for the period that will cover the Police Station construction. Ms. Ciccolo said she is impressed with the growth of the SNAP program and asked residents to consider contributing to fundraising

efforts that support that effort. Ms. Hai applauded the Market's contributions to healthy nutrition and to Lexington's sense of community.

Approve Farmers' Market Winery License

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve and sign a special license for 1634 Meadery to sell and serve samples of wine at the Lexington Farmers' Market on Tuesdays for the 2018 season from May 29 - October 30, 2018 at the Farmers' Market grounds, Massachusetts Ave and Fletcher Avenue.

Review and Approve Fee Schedule for Visitors Center Funding

Following Town Meeting approval of the Visitors Center building project, staff asks the Board to approve fee adjustments for Battle Green Tours, rentals of Battin Hall and Estabrook Hall in the Cary Memorial Building. The fee increases would be applied to Visitors Center construction costs via a dedicated stabilization fund. Mr. Valente noted that the Selectmen previewed fee adjustments prior to Town Meeting during discussions about Visitor Center funding options.

Mr. Lucente said, after consideration, he approves of the fee adjustment recommendations.

Ms. Hai asked which organizations would be most affected by the Battin Hall and Estabrook Hall rental fee increases. Mr. Valente said entities such as the Schools and other in-town non-profits would not be affected. In general, if attendance fees are levied, events would be charged for the use of the space and for custodial services. Immediate increases would not be felt by entities like Spectacle Management, with which the Town has a long-term contract. Ms. Hai said she is uncertain how Cary Memorial Building rental fees connect with tourism and the Visitors Center project.

Ms. Barry asked about the status of the contract with Spectacle Management. Mr. Valente said the Town has an option to renew each year of the next two years until the end of the five-year contract.

David Kanter, 48 Fifer Lane, said he finds the proposal to use Cary Memorial Building rental fees for Visitors Center funding inappropriate. He believes there should be a nexus between fees and expenses and that they should not be unrelated enterprises. To offset Visitor Center costs, he advocates more "direct" outside funding such as donations, grants, and gifts, but he does approve of applying the proposed increases from Battle Green tours.

Bob Pressman, 22 Locust Avenue, asked how much Spectacle Management pays per rental event. Mr. Valente said he would investigate and relay the information to Mr. Pressman.

Dawn McKenna, Chair of the Tourism Committee, reported that the Committee sees a direct connection between Cary Memorial Building rentals and the Visitors Center and was therefore comfortable with all three rental increases. The Committee will continue to look for outside funding, such as grants. She noted that the FY19 Massachusetts House budget includes \$100,000 funding for the Visitors Center, although the Senate version of the budget has not been finalized. Once the details of the State budget are assured, the Committee will revisit its fundraising plan.

Mr. Pato asked if Town Counsel has determined the proposed fee increases to be within bounds. Mr. Valente said he has not asked Town Counsel; he believes the newly-amended statute clearly stipulates that any fee, as long as it is not a tax, can be dedicated to a stabilization fund.

Ms. Hai questioned why some of the listed users of Battin Hall and Estabrook Hall would be charged the proposed fee increases. She would like certain town entities and Lexington non-profits exempted from the higher rates. Mr. Pato said, to his way of thinking, the difference between which renters are exempted lies in whether an event fee is charged. He would like to establish a clear criterion about who pays a rental fee and who does not. Mr. Lucente concurred with Mr. Pato's assessment and noted that the proposed increase is modest, and he does not want to overanalyze the issue since it is the Selectmen's job to determine fee schedules and the fees are allowed by law.

Ms. Barry asked if there is a firm timeline by which these increases must be decided. Mr. Valente said there is no time pressure. Ms. Barry asked staff look into and report back to the Board about Battin Hall and Estabrook Hall rental criteria.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the increase in the tourism visitor-based fee for Battle Green tours from \$50 to \$75 with the increased amount only to be dedicated to the Visitors Center Capital Stabilization Fund as proved by paragraph 4B of MGL Chapter 40, approved at the 2018 Annual Town Meeting.

Authorize Lease of Church of Our Redeemer Parking Lot

For many years, as part of the Center Parking Permit Program, the Town has leased a portion of the Church of Our Redeemer parking lot for use by Center business employees. The parking lot lease agreement is now up for renewal. Two changes were noted:

- The annual rental fee increased by 5% in FY20 and remains at that amount through the term of the lease in FY2024;
- The Town will contribute \$55,014 towards the capital cost of reconstructing the parking lot.

Mr. Lucente asked, for the purposes of understanding future Capital costs, if the agreement is confined to the area indicated on the map and if it is to be used Monday through Friday. Mr. Valente confirmed this analysis.

Dawn McKenna, Chair of the Tourism Committee, said that Liberty Ride, Battle Green guides, and Visitor Center staff all use the church parking lot on weekends. Mr. Valente said the terms of the lease specify Monday through Friday, 6 a.m. to 6 p.m.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to authorize the Town Manager to sign the Lease Agreement with the Church of Our Redeemer for the use of its parking lot.

Discuss Polling Location Precinct 9

Nathalie Rice, Town Clerk, discussed the relocation of the Precinct 9 polling location, currently at the Hastings School, to Keilty Hall at St. Brigid's Church for the duration of the Hastings school construction project. Ms. Rice said the process of identifying an appropriate temporary polling place included criteria that the location not be a school; be in general proximity to Precinct 9; be available on the dates needed; cause little or no impact on the location's services/programs; have an appropriately-sized room; be accessible; include parking; and be able to store election materials on site. Ms. Rice stated that St. Brigid's Keilty Hall fits all the criteria. She met with Monsignor Garrity on February 26, 2018 who offered the use of the hall Town, for a fee of \$400 per election, for the six election dates from now until the fall of 2020.

Other locations considered were Lexington High School; Minuteman Technical High School; the Community Center; Estabrook School; Cary Memorial Building; Liberty Mutual Building; the Knights of Columbus on Bedford Street; the Massachusetts National Guard building on Bedford Street; St. John's Korean and United Methodist Church; and a Grace Chapel-owned building on Militia Drive. None were as suitable at St. Brigid's for a variety of reasons including parking, location, and program conflicts. Ms. Rice also researched other communities to understand if they use churches as polling places; she found that many do on a regular, permanent basis. She emphasized that her office works hard to ensure that all voters feel enfranchised and that voting needs (such as accessibility, privacy, and a sense of being welcomed) are addressed.

Mr. Lucente said he had initial concerns about siting a polling place in a religious institution, but he now understands the issues and is comfortable because voters are being offered alternatives. He supports St. Brigid's as the best of the temporary alternatives of absentee voting or early voting.

Mr. Pato agreed with Mr. Lucente's concerns and conclusions. He asked Ms. Rice what would happen in the event of additional Special Elections. Ms. Rice said she is confident Monsignor Garrity would be flexible if the situation were to arise.

Ms. Barry asked how notification of the polling place change will be publicized. Ms. Rice said she would post notices in variety of places: on the appropriate School list-serves; in the current polling place as required by law; within Precinct 9 in the form of public postings; postcards mailed to every registered voter in the precinct including the alternative voting choices; public notices in The Lexington Minuteman and on LexMedia; on the Town website and on the Town Clerk's board; and using electronic signs at the corner of Crosby Road and Massachusetts Avenue for the ten days before the election.

Ms. Ciccolo encouraged use of the Lexington List and various Town Facebook accounts as well. She asked if voter access to the new Hastings School is being discussed with Public Facilities staff. Ms. Rice reported she has spoken with the Hastings School principal and learned that the new gym to be used as a polling place would be on the second floor. This may complicate voter access. Ms. Rice said it is her goal to move polling locations out of the schools as much as possible; she hopes some of the newer town facilities will be able to host the polls in future.

Ms. Hai said, with the latest School redistricting, it will be necessary to notify the entire elementary school population. Given the number of community events that have taken place at Keilty Hall, Ms. Hai believes many townspeople are already comfortable with the site.

Mr. Lucente recommended that Keilty Hall voter parking be accessed via Worthen Road rather than via Massachusetts Avenue. He asked that these directions be included in the notifications.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to relocate the voting location for Precinct 9 to Keilty Hall at St. Brigid Church, located at 2001 Massachusetts Avenue, effective beginning with the State primary in September 2018.

Presentation on 2018 Road Resurfacing Program

Before the presentation, Dave Pinsonneault, DPW Director, announced that the DPW is partnering with the Lexington Food Pantry for a “Fill-a-Truck” program from May 21-25, 2018 during which a vehicle in the DPW parking lot will act as a drop off receptacle. Rather than consumables, the Food Pantry has asked for toilet paper, tissues, shampoo and other personal hygiene items. The DPW will also host its annual Open House on Thursday, May 24, 2018 from 10 a.m. until 2 p.m.

To provide an understanding of the methodology behind the road resurfacing program, as well as a 2018 season list of roadways to be addressed, John Livsey, Town Engineer; Mike Sprague, Senior Civil Engineer; and Ross Morrow, newly-hired Assistant Town Engineer presented details about roadway evaluation, network modeling, funding needs to reach road condition goals; roadway selection; and the so-called “treatment toolbox”.

Mr. Livsey stated that about 1/3 of the road network is evaluated each year on a rotating basis. Repair recommendations are catalogued in a database using criteria such as distress type, rating, and repair cost. Condition is noted using a road surface rating (RSR) index of 0-100. At the time when road conditions were indexed in the 60s range, the Board of Selectmen approved a goal of reaching a mid-80s rating. Conditions are now between 79.33 with 53.73% of roads receiving a 90-100 RSR.

Pavement distress types include edge cracking, alligator cracking, linear cracking, potholes, patching, and rutting, although the new type of asphalt makes rutting less common. Mr. Sprague enumerated the road treatments that are used to address deterioration: crack seal; fog seal; micro-surface; cape seal; mill and overlay; cold in-place recycling; and full-depth reclamation. Mr. Livsey stated that early maintenance forestalls more costly repairs.

Mr. Livsey showed a map of the roads that will receive attention this paving season. Roadwork updates are available on the Town website’s “engineering construction projects” page. Notices of impending roadwork have been sent out to all abutters, including a map, anticipated road closures, and descriptions of what to expect during construction. Additional hand-delivered abutter notices, which include a contact phone number and email address, are distributed several days before work commences.

Ms. Barry asked when pavement work will start. Mr. Livsey said the preliminary stages of mill & overlay and reclamation work have recently gotten underway. Physical road work will begin in earnest in the coming week. Worthen Road work will be done when school is out to avoid high school parking displacement.

Ms. Barry reported that her street was recently fog sealed but the yellow line keeps flaking off. Mr. Livsey said the road in question was the Town's first fog seal project and the paint used was epoxy, rather than latex. This has since been corrected. Ms. Barry, however, alerted Mr. Livsey that the newly applied paint is also flaking off.

Ms. Ciccolo asked if there will also be a sidewalk update and how the Town ensures that contracted work is consistent with Lexington's commitment to Complete Streets. She advocated narrowing travel lane widths to slow traffic where possible. Mr. Livsey said any time work is done on an identified arterial road, it is evaluated for full bike lanes or for bike accommodations such as widened shoulders or sharrows. This information is provided to the pavement marking contractor. Bike accommodations have increased in the last years in a trend that is expected to continue.

Ms. Hai asked if cold-in-place treatment has been tested in climates similar Lexington's. She also asked the department to stay in contact with the Hayden pool facility, the Recreation department, and the Lions' 4th of July carnival about Worthen Road work. Mr. Livsey said cold-in-place treatment has been used extensively for decades in New York state and Germany with good result and it lasts longer than reclamation.

Gloria Bloom, 17 Loring Road, asked what the policy is about maintaining unaccepted streets. Mr. Livsey said these streets are not included in the maintenance index, but the Town bylaw allows for limited general maintenance for public safety, such as patching and plowing. Mr. Pinsonneault stated the DPW encourages residents of unaccepted streets to consider engaging in the street acceptance betterment process, so the streets can be fully maintained.

Dawn McKenna, 9 Hancock Street, noted that two of the roads on the 2018 list will directly impact the Liberty Ride route and potentially disrupt the experience. She hopes arrangements can be made to do the work in a timely fashion and to communicate impacts, particularly to the two new Ride employees being trained this year. Mr. Livsey said announcements about roadwork are sent to the Liberty Ride, Police, Fire, Refuse and Recycling haulers, the MBTA, and the School Department. He will make sure the new employees are in the loop.

January 1—March 31 Quarterly Financial Report

Carolyn Kosnoff, Assistant Town Manager for Finance; and Jennifer Hewitt, Budget Officer presented the 3rd Quarterly Financial Report update and an overview of the Town's Revolving Funds to provide a year-to-date analysis of revenues and expenses (as of March 31, 2018) as well as Water, Sewer, and Recreation/Community Program Enterprise Fund and Revolving Fund balances. As a benchmark, the third quarter snapshot should ideally show that 75% of the total budgeted amount has been received or expended in all categories.

General Fund Revenue items of note:

- 82% (\$173,398,568) of projected FY2018 revenue has been collected. Most of the monies received over the 75% benchmark are due to pre-paid property taxes;
- State and Local Aid is at or above the 75% threshold, with two exceptions: School Departmental receipts are at 42.62%, mainly due to Medicare reimbursements which are

concentrated in the 4th quarter; and fines and forfeitures are at 68.06%, mainly due to uncollected parking fines. Ms. Kosnoff said she anticipates the revenue for fines and forfeitures will not meet what was projected but this category does not represent a large part of the overall budget and can be absorbed, if necessary;

- Penalties & Interest and Investment Income revenues have exceeded expectations; both
- are already over 200% of projection;

General Fund Expenses:

Ms. Kosnoff noted that some budget adjustments were made at Annual Town Meeting. Most other items are in line with expectations, although the following merited mention:

- The Snow and Ice budget will be overspent by approximately \$365,000; of that amount, \$300,000 will be carried over into FY2019 where \$400,000 has been set aside for Snow and Ice expenses. The FY2018 DPW “personal services” budget will probably be able to absorb the remaining \$65,000;
- Some employment contracts were settled during the year, necessitating a request for an approximate \$1M Reserve Fund transfer to cover retroactive payments for Police and Fire salaries.

Enterprise Funds:

- Water and Sewer Funds were at approximately 71% of budget but this does not include revenue from the second of two annual billings, which is about to be mailed. However, Ms. Kosnoff noted that most irrigation rate billing occurs in the first period, which is why revenues exceed 50% of the year’s total expectations.

Ms. Kosnoff said staff looked at usage to try to understand what year-end revenue totals would be and to gauge if water/sewer rates has been set accurately. That analysis suggested that domestic tiered usage will ultimately come in 5-10% lower than projected. This will have a greater effect on the sewer fund than on the water fund, which has more offsetting factors. Additionally, there has been almost \$500,000 in sewer abatements this year. Staff is closely monitoring the situation but believes the Sewer Fund will not meet projections.

- The Recreation Fund is currently at 54% of budget, mostly due to the fact that most recreation revenue comes in during the 4th quarter in the form of camp and pool registrations. Also, March revenue of \$255,000 was not included in the analysis; if it had been, the received percentage would have been closer to 65%.

Revolving Funds:

- The Liberty Ride Tour Fund currently has a small deficit which Ms. Kosnoff said will most likely be cleared up in the coming high-tourism months;
- Staff is monitoring all Enterprise accounts. By law, Enterprise Funds are not allowed to carry a negative balance. If income cannot cover encumbrances, staff will request a Reserve Fund transfer.

Mr. Pato asked why account 4100 “Law Enforcement Administrative Expenses” is over budget. Ms. Hewitt said this is due to the considerable collective bargaining settlement that necessitated \$1M in salary adjustment. This overage will be mitigated by a Reserve Fund transfer.

Ms. Barry asked what the turnaround time is on refunds for the property tax overpayments. Ms. Kosnoff said she believes the timeline will exceed the fiscal year. Carrying pre-payment into the next fiscal year is not permitted by law so these sums must be returned to either the property owners or the mortgage companies. Determining which entity should get the refund takes time and can be complicated.

Ms. Barry asked about the status of this year’s compost permitting revenues. Mr. Pinsonneault said about the same number of permits were issued this year as last; fee increases seem to have been acceptable to the contractors that use the facility. He anticipates the program will remain strong in the coming year.

Ms. Barry asked why the “cemetery preparation” line item is higher than expected. Mr. Pinsonneault replied this is due to the recently raised fees.

Ms. Hai asked why account 6000 “Youth and Family Services” is so much lower against budget than any of the other line items. Mr. Valente said there has been a long-term vacancy in the department which has recently been filled.

Discussion: Rescind MGL 59, Section 2D, Assessment of New Construction

The Board previously has voted to reject the provisions of Mass. General Law Chapter 59, section 2D, which imposes a supplemental property tax assessment on certain improvement to real estate constructed after January 1 of each year, for construction projects where an occupancy permit is issued. Mr. Pato and Finance staff have looked more deeply into the matter and believe that since two recent vacancies have been filled in the Assessing Office, the department can now accommodate the additional workload. It is now recommended that the Board accept public comment on the implementation of this statute. Should the Board choose, approval must be recorded by June 30, 2018 to implement in FY2019.

Mr. Pato said the purpose of raising the subject at this meeting is to provide an opportunity for potentially affected residents to voice questions/concerns. A Board vote on the matter will take place at a later date;

Ms. Barry asked who the affected people would be and how they would be notified of this change. Mr. Valente reported that the building inspector keeps a mailing list of all developers who typically do business in town; they people will be notified directly so that they can decide how to handle the associated cost, although Mr. Valente believes the developer, rather than the home buyer, would end up absorbing the payment. The certificate of occupancy would trigger valuation of the dwelling.

Mr. Lucente asked if the assessment applies to additions as well as to new construction. Mr. Pato said that in order for an assessment to apply to an addition, the assessed home value would have to represent an increase of more than 50%.

Ms. Ciccolo thanked resident Gloria Bloom, who originally brought the matter forward in a Citizen's Article at a previous Town Meeting and since that time provided assistance on the matter. Ms. Bloom said she is willing to continue to help if that would be of use. Ms. Kosnoff, Assistant Town Manager for Finance, said the two recently-hired staff should suffice, particularly since one of them has done work of this nature in another community. Ms. Kosnoff noted that some coordination between the Finance and Building departments will be needed. Staff intends to reach out to learn from other communities that have adopted this statute.

Ms. Barry asked staff to compose a notification letter to be sent to appropriate parties and that notification also be posted on the Town web site, the Town list serve, and the Town Meeting Member list serve. Written comments will be accepted until June 8, 2018; the matter will appear as an agenda item for public comment for the Selectmen's June 13, 2018 meeting.

Authorize Creation of 100th Anniversary of World War I Gift Account

Ms. Kosnoff, Assistant Town Manager for Finance, said the committee working on the commemoration of the 100th Anniversary of the end of World War I would like to begin fundraising to underwrite costs. A vote of the Board of Selectmen is requested to create a gift account and to authorize the Comptroller to establish any necessary procedures for the acceptance of donations and expenditure of funds.

Mr. Lucente reported that at its last meeting, the Lions' Club voted to contribute \$2,000 to this effort.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to authorize the Comptroller to create the 100th Anniversary of the End of WW1 Gift Account and further, to establish any necessary procedures for overseeing fund-raising and review of expenditures as deemed necessary.

Discuss Charge/Membership/Timeline Article 42 Ad Hoc Committee

Ms. Hai has had a preliminary discussion about this matter with the Planning Board, which will take it up again at the May 10, 2018 Planning Board meeting. Mr. Canale, from the Planning Board, has asked Ms. Hai to convey to the Selectmen his interest in amending the language of the committee charge so the two boards are co-equals, although the subject has yet to be discussed at a Planning Board meeting. Otherwise, she believes the draft charge looks close to identical to what was discussed by the Selectmen prior to Annual Town Meeting.

Mr. Lucente said he hopes the Selectmen and the Planning Board will work collaboratively. Mr. Pato said he is comfortable about adding language about co-equality. In terms of committee make up, he is aware that the Housing Partnership would like to be represented but he believes the seat designation for a representative of the affordable housing development/construction community addresses that category. Ms. Barry said she would like a definitive number of committee members established. She would prefer that the designated Selectman and the Planning Board representatives be liaison/non-voting seats. Ms. Barry believes one of the two boards should officially direct the committee to facilitate decision-making, such as for committee

appointments. The Selectmen could make the appointments after consultation with the Planning Board. Ms. Ciccolo agreed and added her main concern is making sure that the process does not get bogged down, even with Planning Director Henry's imminent departure for another position. The timeline will also need to be discussed with the Planning Board.

The Board reached consensus that seven members would be ideal. Ms. Barry said she would prefer to wait for feedback from the Planning Board before moving any further ahead.

Dawn McKenna, Precinct 6 Town Meeting member, said she feels strongly that a larger conversation about the Special Permit zoning needs to take place so that residents understand what the goals are and are able voice their concerns. She asked that language about this first step be added to the charge. She also asked that more non-Planning Board representation be considered so that a community conversation can occur.

Bob Pressman, Housing Partnership member, said Lexington's 40B compliance is 11% but only about half the units truly fit the definition of affordable. With the State mandate of 10% and only half of the countable 11% truly affordable, he sees no overabundance of affordable housing in Lexington.

Ms. Hai asked that language in the charge specifying "three evening meetings" changed to something less restrictive so those with unconventional schedules might consider volunteering for the committee.

Town Celebrations Request for Use of Battle Green and Parade—Memorial Day

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the request of the Town Celebrations Committee for Memorial Day that includes a parade and ceremonies on the Battle Green, as outlined in their letter dated April 17, 2018.

Accept the Terms of the Jessica Busgang Rosenbloom "Skating Prize" Scholarship Fund

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to accept the terms of the Jessica Busgang Rosenbloom Skating Prize Scholarship Fund that will be managed by the Trustees of Public Trusts.

Town Manager's Reappointment and Appointment

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the Town Manager's reappointment of Daniel Palant to the Community Center Program Advisory Committee for a term to expire May 2020. Dr. Palant has been a member since 2016 and his ethics training is up-to-date.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the Town Manager's appointment of Lisa O'Brien to the Recreation Committee. Ms. O'Brien is filling the position previously held by Sandra Shaw. Ms. O'Brien's term will start June 1, 2018 and expire May 31, 2021.

Selectmen—Committee Appointment/Resignation

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to appoint Martha J. Kurland to the Human Services Committee for the term ending September 30, 2020.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to accept the resignation of Laurel Carpenter from the Lexington Bicycle Advisory Committee, effective immediately.

Consent Agenda

- Water & Sewer Commitment

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the Water and Sewer Commitment, March 2018 Finals, for \$4,182.44.

- Approve One-Day Liquor Licenses

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve a request from The Zaika Group, LLC d/b/a Holi Indian Restaurant for a One-Day Liquor License to serve beer and wine at their United Cricket League event to be held at Hastings Park, 24 Lincoln Street on Thursday, May 17, 2018 from 3:00 p.m. to 7:00 p.m.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve a request from the Dana Home Foundation for a One-Day Liquor License to serve beer and wine at the 2018 Dana Home Foundation Awards Ceremony to be held at the Lexington Community Center, 39 Marrett Road, on Wednesday, May 30, 2018 from 6:00 p.m. to 8:00 p.m.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve a request from the Collaborative Learning Project d/b/a Tremont School for a One-Day Liquor License to serve beer, wine and liquor at their Annual Gala Celebration being held at 758R Marrett Road on Saturday, June 2, 2018 from 6:30 p.m. to 11:00 p.m.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve three one-day liquor license requests from St. Nicholas Church to serve beer, wine and liquor at their Food Festival event being held at the St. Nicholas Church, 17 Meriam Street on the following days: Friday, September 21, 2018 from 10:00 a.m. to 11:00 p.m.; Saturday, September 22, 2018 from 10:00 a.m. to 11:00 p.m.; Sunday, September 23, 2018 from 10:00 a.m. to 11:00 p.m.

- Use of Battle Green—Flags at Memorial Plaques for Memorial Day

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve a request from the Town Celebrations Committee to place small flags at the memorial plaques around the Battle Green in memory of the men from Lexington who perished in WWI. The flags are to be placed on the morning of Friday, May 25, 2018 and removed on the morning of Tuesday, May 29, 2018.

Announcement

Mr. Valente informed the Board of his plan to retire on August 3, 2018. His last day will mark 13 years serving as Lexington's Town Manager, otherwise known as Day # 4732. He expects that his last day will be as interesting and challenging as the first day, July 11, 2005. Mr. Valente expressed his gratitude to the current Board, and to all Boards past, as well as to Lexington's outstanding management team.

All members expressed their gratitude to Mr. Valente for his exemplary service to the Town, for his ability to remain gracious, calm, patient, professional, and respectful under pressure and working long hours.

Ms. Barry scheduled a meeting on Thursday, May 10, 2018 at 1 p.m. in the Selectmen's Meeting Room to talk about next steps in the hiring process for Mr. Valente's successor. Mr. Valente and Ms. Axtell will also attend.

Executive Session

Upon motion duly made and by roll call, the Board of Selectmen voted 5-0 to enter Executive Session at 9:53 p.m. under Exemption 3 to discuss strategy with respect to collective bargaining related to hours of work for LMMA and LMEA employees and to reconvene in Open Session only to adjourn. Further, it was declared that an open meeting discussion may have a detrimental effect on the bargaining position of the Town.

Adjourn

Upon motion duly made and seconded, the Board of Selection voted 5-0 to adjourn at 10:25 p.m.

A true record; Attest:

Kim Siebert
Recording Secretary

SELECTMEN'S MEETING

Thursday, May 10, 2018

A meeting of the Lexington Board of Selectmen was called to order at 1:00 p.m. on Thursday, May 10, 2018 in the Selectmen's Meeting Room of the Town Office Building. Ms. Barry, Chair; Mr. Pato; Ms. Ciccolo; Mr. Lucente; and Ms. Hai were present as well as Mr. Valente, Town Manager; Ms. Kosnoff, Assistant Town Manager for Finance; Ms. Graglia-Kostos, Human Resources Director; Ms. Dahlberg, Procurement Officer; Ms. Katzenback, Executive Clerk for the Board of Selectmen; and Ms. Siebert, Recording Secretary.

Approve Town Manager Executive Search Firm—Request for Quotations (RFQ)

The Selectmen agreed to add information about these features to page 3 of the RFQ:

- Lexington's Triple A bond rating;
- The visitor-based economy;
- The large school-age and senior populations;
- Update population and median income statistics and cite their sources;
- Diverse, welcoming, inclusive community;
- Commitment to sustainability;
- "Aggressive commitment" to Capital investment in public resources and the number of projects now at various stages;
- More information about the commercial tax base;
- Budgetary information including Operating and the EQV/taxing capacity (possibly attached as an appendix document);
- Number of employees;
- Number of departments and committees.

Mr. Valente said the chosen consultant will also gather detailed data so the Board need not be exhaustive on these points.

Ms. Hai and Mr. Valente will craft the statement about Capital investment to be included.

Ms. Barry noted that consultant submissions for the RFQ are to be received by Ms. Dahlberg's office by Friday, May 25, 2018 at 11:00 a.m. Because the procurement will not exceed \$50,000, a short timeline is acceptable.

On page 4 of the RFQ, under specifically required information, the Board agreed to add wording that will make it clear that consultants must identify candidates who have worked for municipalities of "comparable size and complexity".

About page 5, Ms. Hai asked whether it would be wise to ask whether the consultants are currently working with other communities who also want to hire a Town Manager. Ms. Dahlberg said there are not many consultants who work in this area and they all are aware that people looking for these top management jobs will interview with multiple communities in a given region. Question about conflict of interest and consultant availability can be posed during the interview process to assure the candidate can devote full attention to Lexington.

Mr. Lucente asked about the process for consultants to submit questions, as specified on page 6 of the RFQ, and if the Board would need to convene to address them. Ms. Dahlberg said she will collect the questions but she clarified that Lexington is not required to answer them. The cut-off date for question submissions is Friday, May 18, 2018, a week before RFQ bid is due. The Board designated Ms. Barry, as Chair, to respond to questions.

Ms. Hai and Mr. Lucente recommended softening the firm timeline language to indicated that the consultant will “make every effort to complete the contract within 12 weeks.” They also recommended mention of the completion date be moved to the beginning of the section.

Ms. Hai said she would like also like to state that the consultant will perform “outreach to and recruitment from” established professional networks. Mr. Valente said he would wordsmith the bullet the above points to reflect the Board’s consensus.

Ms. Dahlberg said she commonly inserts the minimum criteria section into the RFQ document before the Scope of Services, so there is a logical flow from “required” to “preferred”. Mr. Valente recommended changing the title of the “Qualifications” section to “Minimum Requirements” for greater clarity. The Board agreed the document is short enough so the section need not be moved.

Mr. Lucente and Ms. Ciccolo said they want the RFQ to be clear on the role of the consultant versus the role of Town staff. Mr. Valente said the negotiation over fee will include a discussion of roles. He suggested the document be left open-ended in this area. Ms. Ciccolo recommended moving this text close to the section on Fees; Mr. Lucente recommended saying that “some” of the administrative functions “may” be performed by Town staff, out of deference to Human Resources workload concerns expressed by Mr. Valente.

Ms. Hai said the specification of “three community events” the consultant would organize for finalists might not be sufficient. Ms. Ciccolo and Ms. Barry said the number would be part of the negotiation with the consultant. Mr. Valente asked if site visits to the candidates’ current towns would be part of the organized meetings the consultants would be responsible for. Consensus was reached to add site visits to the bullet points and to discuss the matter during negotiations.

Under “Timeline”, Ms. Barry pointed out that June 4th needs to be used consistently through the document as the date for consultant interviews. Ms. Ciccolo recommended that back-up dates be chosen as well as well as times of day for the meetings.

How the process will coordinate input was discussed. Board members agreed that determining the qualities of the ideal candidate was ultimately the Selectman’s role, taking into account input from Screening Committee. Boards/Committee, Senior Management, employees, and other interested community members. It was clarified that the June 15th consultant meeting will include the Board of Selectmen only.

Ms. Hai asked if the Town expects to cover travel expenses for prospective candidates. Mr. Valente agreed that consultants will ask this question and the Board will have to decide and vote on the matter beforehand. The Board should also discuss remote interviews with the Screening

Committee. Ms. Barry said she would include these items on a future Selectmen's agenda.

Ms. Dahlberg recommended removing the word "quotes" from page 1 so as not to appear obligated to accept the lowest bid. Also, before the consultants are interviewed, the Board needs to determine which questions will be asked so that the same ones are posed to each consultant, although she noted that additional clarification questions are permitted for each consultant.

Mr. Valente said the Board can be provided with a list of starting point questions to discuss and revise. Ms. Barry will put this item on the Selectmen's agenda for May 29, 2018. Ms. Dahlberg said the questions could be discussed in Executive Session if the Board so chooses. Mr. Valente said it might be helpful for the public to hear and comment on the questions, although it is the Board's prerogative to decide.

Dawn McKenna, 9 Hancock Street, said her past experience in Town Manager searches leads her to recommend that all materials go through the Board of Selectmen's Office, rather than Human Resources or Procurement. She also suggested that the Board ask the consultant candidates if they have done any previous recruitment work for Lexington; she would also ask for a list of the other Town Manager searches they are currently conducting. Ms. McKenna recommended making the number of community listening sessions clear and consistent throughout the RFQ. She said the Selectmen may want to reserve the opportunity to meet both collectively and individually with Town Manager candidates; if so, language should be added to this effect. She recommended adding flexibility into the timeline so that the completion date is identified as the date on which the new Town Manager accepts and signs an offer. Ms. McKenna suggested adding a catch-all line for flexibility to indicate that the consultant will address "other tasks as the Selectmen may decide."

Mr. Pato approved of the completion date rewording as suggested by Ms. McKenna as well as language about re-opening the search, if needed. Ms. Ciccolo said there is a percentage or dollar figure over which the Town cannot go without rebidding the contract so reopening the search may not be possible within the initial agreement. Mr. Valente recommended that language be added to so that the consultant is committed to the terms of the contract "up to and including acceptance of the employment agreement by the successful candidate."

Mr. Lucente said he would like the Town Manager search plan to be devised "in consultation with and approved by" the Selectmen before the chosen consultant launches the search. The Board concurred.

Mr. Lucente asked about the bidding process and how it would be conducted. Ms. Dahlberg explained that some steps of the process are public but not others. The timing of the opening the qualifications and pricing bids is orchestrated to be separate and a cost/benefit analysis is done after all questions have been settled. Bids are opened simultaneously by the Screening Team.

Dawn McKenna, 9 Hancock Street, again urged that all the Town Manager material be handled by the Selectmen's Office only.

Ms. Pato said the process Ms. Dahlberg described would be under the control of the Board of Selectmen. He views the procurement of the search firm as being the responsibility of the Town

and he would like the Town's Procurement Officer to manage that for the Selectmen. The hiring of the Town Manager is another matter. Ms. Ciccolo agreed and said she believes that going through the Procurement protocol shows that the Town is going through the process correctly. She added that she would like documents to be requested on PDF via thumb drive so the electronic version is available, as well as hard copies. Ms. Dahlberg said this request is common but she noted that the qualifications documents and bid documents would still need to be submitted separately. Ms. Dahlberg added that she would only be involved in the consultant hiring phase and Human Resources/the Selectmen's office would oversee the hiring of the new Town Manager. Ms. Ciccolo noted that Ms. Dahlberg is procurement certified by the State and there is a legal process that must be followed.

All Selectmen agreed to have the Procurement Office oversee the consultant bidding process.

The Selectmen agreed to ask consultants during the interview process to provide a list of other towns they are currently conducting searches for.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve as amended and authorize the Town Manager to release the RFQ for an executive recruiting consultant for the Town Manager position.

Review and Approve Make-up of Town Manager Screening Committee

Ms. Barry noted that the list of representative members of the propose Screening Committee stands at 11 members and 2 liaisons which will be challenging, particularly in the summer months. Mr. Lucente noted that the last Town Manager Screening Committee had 17 members; he understands the size of that committee made meetings and coordination hectic. However, he feels the draft list is appropriate and cannot be pared down.

The draft list and representative groups were agreed to as follows:

1. Current Selectmen (2)
2. Former Selectman...Ms. Barry will identify and contact;
3. School Committee Representative...the Committee will provide its representative;
4. Town Moderator... Ms. Barry will contact;
5. Former Town Department Manager...Mr. Pato will identify and contact;
6. Representative of Appropriation Committee Chair... the Committee will identify its liaison;
7. Representative of Capital Expenditures Committee Chair... the Committee will identify its liaison;
8. Business Representative...Mr. Lucente will identify and contact;
9. Planning Board Representative...the Planning Board will provide its representative;
10. Designee of Economic Development Advisory Committee... the committee will provide its representative;
11. Citizens/Town Meeting Members (2)...Ms. Hai and Ms. Ciccolo will identify one each and contact.

The timeline for this group is still in flux but, generally, committee activity will take place between June 4, when the Screening Committee members are appointed, and early August, when the candidate finalists are identified. Meeting times might be during the day, at night, or on Saturdays.

Mr. Lucente said the Selectmen should make clear that representatives will be members of the various boards and committees, and some from the community at large; he also wants the representatives to be diverse so that some groups are not over-represented. Ms. Hai agreed, saying the Screening Committee should also reflect the demographic make up of the town. Ms. Barry agreed, saying these points should be communicated by the Selectmen to the committees/boards. Ms. Ciccolo said only those who can commit to the whole task should be considered; Ms. Hai concurred, saying availability should be one of the criteria points. Mr. Pato pointed out that the representatives from the Appropriation and Capital committees must be liaisons rather than voting members because of the act under which the committees were formed.

Ms. Barry said a chair of the Screening Committee will be named and minutes taken; the Committee must follow Open Meeting Laws but will meet in Executive Session as needed. Coordination will come from the Selectmen's office.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the make-up of the Town Manager Screening Committee as amended.

Review Schedule for Town Manager Recruitment

Ms. Barry led the Selectmen through the schedule, asking for any questions or comments.

Ms. Ciccolo noted that, in order to create a balanced committee with broad representation, it would be helpful if a roster of identified representatives was available to the Selectmen as they and the committees/boards go about their recruitments. Ms. Barry said Ms. Katzenback would keep a current list of designees for this purpose.

Adjourn

Upon motion duly made and seconded, the Board of Selection voted 5-0 to adjourn at 2:40 p.m.

A true record; Attest:

Kim Siebert
Recording Secretary

Selectmen's Meeting
May 18, 2018

A meeting of the Lexington Board of Selectmen was called to order at 8:45 a.m. on Monday, May 18, 2018 in the Selectmen's Meeting Room of the Town Office Building. Ms. Barry, Chair; Mr. Pato; and Mr. Lucente were present as well as Mr. Valente, Town Manager; and Ms. Steele, Municipal Assistant. Ms. Ciccolo and Ms. Hai were absent.

Approve Request from AB Inns LLC, d/b/a Inn at Hastings Park to Extend Liquor License Hours on May 19, 2018

Trisha Pérez Kennealy summarized the request from the Inn at Hastings to serve champagne from 8:00 a.m. to 10:00 a.m. on Saturday, May 19, 2018 for a special event celebrating the Royal Wedding.

Mr. Pato expressed concern that the Selectmen's Regulations specified that alcohol licenses are not granted for times outside of 11:00 a.m. to midnight with the express exception of New Year's Eve and did not see how this request could be supported.

Mr. Valente suggested that if the Board was inclined to approving this request, that Provision 6 of the Selectmen's Regulations be waived for this instance.

Ms. Barry asked if there would be a limited number of people attending the event to which Ms. Kennealy replied that it would be limited to the capacity of the restaurant. Ms. Barry expressed that she saw it as a one-time occurrence and was allowable.

Upon motion duly made and seconded, the Board of Selectmen voted 2-1 to approve in accordance with MGL Chapter 138 Section 12 regarding the hours during which sales of alcoholic beverages may be made by any licensee, the extension of the AB Inns LLC, d/b/a Inn at Hastings Park liquor license hours on May 19, 2018 to include 8:00 a.m.-10:00 a.m.; and further, to issue a waiver under the provisions in the Board of Selectmen Regulations for Alcoholic Beverage License Applicable to Restaurants under Paragraph 2, Section 6 for Saturday, May 19, 2018 from 8:00 a.m. – 10:00 a.m.

Adjourn

Upon motion duly made and seconded, the Board of Selectman voted 3-0 to adjourn at 9:00 a.m.

A true record; Attest:

Morgan Steele
Municipal Assistant

Selectmen's Meeting

May 21, 2018

A meeting of the Lexington Board of Selectmen was called to order at 7:00 p.m. on Monday, May 21, 2018 in the Selectmen's Meeting Room of the Town Office Building. Ms. Barry, Chair; Mr. Pato; Ms. Ciccolo; Mr. Lucente; and Ms. Hai were present as well as Mr. Valente, Town Manager; and Ms. Katzenback, Executive Clerk.

Public Comment

Neil Ruocco, 54 Webb Street, expressed concern regarding an area behind Webb and Dunham Streets and the proposed plan to extend Dunham Street over the wetlands. Mr. Ruocco asked that the Town be proactive in monitoring and enforce the laws regarding wetlands.

Blair Ruocco, 54 Webb Street, handed the Selectmen a copy of a previous lawsuit and Minuteman Newspaper article related to the wetlands behind Webb and Dunham Streets.

Selectmen Concerns

Ms. Barry asked for a moment of silence in observance for all those affected by the shooting at the high school in Santa Fe, Texas.

Town Manager Report

Mr. Valente reported that the demolition work is starting at 20 Pelham Road and a ground breaking is targeted for fall of 2018 for the Lexington Children's Place.

Grant of Location for National Grid Main Extension on Sanderson Rd

Mr. Michael Gerling, National Grid Representative, read the petition requesting a gas main extension on Sanderson Road.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the petition submitted by National Grid to install and maintain 62 feet more or less of 2 inch gas main in Sanderson Rd., Lexington from the existing 2 inch gas main at house #28, northwesterly to house #29 for a new gas service.

Update - Greenways Corridor Committee

Mr. Ohmart, Chair Greenways Corridor Committee, updated the Board regarding the Greenways Corridor accomplishments to date and look ahead at future plans.

Ms. McKenna, Tourism Committee Chair, thanked the Greenways Corridor Committee and the Bicycle Advisory Committee for all their work.

Getting to Net Zero Update

Ms. Barry explained this update will be deferred to a future meeting as Mr. Sandeen, Sustainable Lexington Committee Chair, was unable to attend this evening's meeting.

Draft Charge for Special Permit Residential Development Committee - Article 42

Ms. Hai explained the Special Permit Residential Development (SPRD) Zoning Bylaw Amendment Ad hoc Committee is being created as a result of the 2018 Annual Town Meeting citizen's article 42 – Amend Zoning Bylaw for Special Permits having been referred back to the Board of Selectmen. Ms. Hai presented a draft charge for this committee and comments from the Planning Board have been incorporated. She said the proposed committee goal is to articulate a statement of values regarding housing development and to provide stakeholder input and appropriate housing data so that a draft zoning bylaw amendment and warrant article to either revise or replace Section 135-6.9 of the Zoning Bylaw, Special Permit Residential Development, to provide for the creation of more affordable and diverse residential dwelling units.

Mr. Canale, Planning Board Member, expressed the importance of selecting committee members as soon as possible, scheduling the public outreach and hiring of a consultant.

Ms. Hai reviewed the draft charge and General Board discussion ensued.

Ms. McKenna, Precinct 6 Town Meeting Member, thanked Ms. Hai and Mr. Canale for the work done to date towards the development of this committee.

Mr. Pressman, 22 Locust Avenue, expressed concern of attaining a consensus input from the development community.

Ms. Hai stated that additional work will be done on this draft charge and it will be brought back to a future meeting for Board review and approval.

Lexington Employees Academy

Mr. Hudson, Management Fellow, reviewed plans for a Lexington Employees Academy (LEA), modeled after the very successful Lexington Citizen's Academy. In the trial year, the LEA will be limited to 10-15 employees.

Mr. Hudson requested that representatives from the Board of Selectmen participate in the first and last session of this program scheduled for September 13, 2018 and June 11, 2019.

Non-Tax Levy Fundraising for the Visitors Center

Ms. McKenna, Tourism Committee Chair, stated the Staff and Tourism Committee put forth the following requests for approval regarding fundraising for the Visitors Center to the Board of Selectmen: 1) tax bill insert, 2) an online donation process, 3) direct donation requests by Tourism Committee and 4) consideration of crowdfunding.

Mr. Pato expressed concern about having a town committee solicit funds directly. He expressed a preference for the creation of an independent non-profit or 501c3 organization that would solicit funds and donate to the town.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the request for donations to the Visitors Center project in the form of a donation envelope that may be inserted in the 1st quarter FY2019 tax bill, with the amount collected to be dedicated to the Visitors Center Capital Stabilization Fund as provided by paragraph 4(B) of MGL Chapter 40 approved at the 2018 Annual Town Meeting.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to authorize town staff to accept Visitor donations online effective July 1, 2018 through the tourism website (www.tourlexington.us) and on other Town webpages as authorized by the Town Manager, with the amount collected to be dedicated to the Visitors Center Capital Stabilization Fund as provided by paragraph 4(B) of MGL Chapter 40 approved at the 2018 Annual Town Meeting.

Upon motion duly made and seconded, the Board of Selectmen voted 4-0, 1 abstention (Mr. Pato) to authorize the Tourism Committee member(s) to make direct donation requests on behalf of the Town with the amount collected to be dedicated to the Visitors Center Capital Stabilization Fund as provided by paragraph 4(B) of MGL Chapter 40 approved at the 2018 Annual Town Meeting; and further, that the Board of Selectmen delegate to the Town Manager the authority to review the names of individuals, businesses and organizations to approach for potential funding to ensure that there would be no permitting or regulating conflicts due to such a request.

The Board stated additional information would be required regarding the Tourism Committee's request to use crowdfunding and did not take action on the request.

Relocation of Easement - Camelia Place

Mr. Valente explained that a relocation of the Camelia Place easement is necessary as a part of the construction of the new Headquarters Fire Station. At the request of the Board, an abutters meeting was held to provide information and receive comments on this proposed change. Two abutters attended and provided comments, largely related to matters outside of this easement but which will be addressed by the Facilities Department as part of the project work.

Mr. Tremblay, Tremblay Real Estate Trust, expressed concern about the potential loss of visibility of the building located at the end of Camelia Place as well as concern of parking in the right of way. Mr. Tremblay asked to be able to have a discussion at a future date regarding the possibility of formalizing an agreement with the Town regarding the signage at the corner of Bedford Street and Camelia Place to be used by the businesses at the end of Camelia Place.

The following record vote of the Board of Selectmen was taken:

WHEREAS, the Town of Lexington (the "Town") is the owner of that certain parcel of land (the "Town Parcel") shown as Lot B on a plan entitled "Plan of Land in Lexington, Mass.," dated May 23, 1944, recorded with the Middlesex South Registry of Deeds (the "Registry") as Plan

272 of 1944 (the “Plan”), pursuant to that certain deed recorded with the Registry at Book 6778, 589 (the “Deed”);

WHEREAS, also pursuant to said Deed, the Town Parcel is subject to the rights of owners of certain parcels abutting the Town Land to a right of way to Bedford Street, over a passageway fifteen feet wide under which a sewer has been laid, shown on the Plan as “Camelia Place,” for all purposes for which streets are or may be commonly used in the Town of Lexington (the “Easement”);

WHEREAS, said Deed, which establishes the Easement, does not expressly prohibit the relocation of the Easement as shown on the Plan; and

WHEREAS, the Town desires to relocate said Easement in order to facilitate certain renovations to the Town’s fire station located on the Town Parcel, in a manner that will not significantly lessen the utility of the Easement, increase burdens on the dominant estate holders’ use and enjoyment of the Easement, or frustrate the purposes for which the Easement was created.

NOW THEREFORE, at a duly called public meeting of the Board of Selectmen on May 21, 2018, the Board voted 5-0 to relocate the Easement, at the Town’s sole cost and expense, from the location as shown as “Camelia Place” on the Plan, to the location as shown as “Proposed Location of Camelia Place” (the “New Easement Area”) on that certain plan entitled “Town of Lexington Camelia Place Alignment Lexington Fire Station” dated February 2018, prepared by Fuss & O’Neill

The relocation of said Easement shall be effective upon the completion of the construction of the right of way in the New Easement Area.

Review Updated Battle Green BOS Regulations

Mr. Pato provided an overview of the following recommended amendments to be made to the Board of Selectmen Battle Green Regulations:

Under section 2 – Permit required activities: The words “of ceremonial nature” to be stricken from item b.iv for it to now read: Structures and/or signs in connection with special events and limited in duration to the period required for such events.

Under section 3 – Impermissible Activities: remove item h. Begging and add the following items: g. Powerless flight activities and h. Operation of or overflight by drone aircraft unless authorized by [municipal staff].

Under section 7 – Patriots’ Day – update dates in paragraph “that no activity or event otherwise requiring a permit shall be scheduled to take place at, nor shall any other permit be issued for use of, the Battle Green” to now read: from April 1 through April 30 of each year.

The Board referred the proposed amendments for Town Counsel review.

Approve Charge for Ad Hoc Stone Building Stakeholder Committee

Mr. Lucente reviewed the proposed charge for the Ad Hoc Stone Building Feasibility/Re-Use Committee. Mr. Lucente explained it is the goal is to preserve the Stone Building for reuse by researching the feasibility of alternative uses for the building, thereby supporting future Town investment to implement the preservation recommendations of the 2009 Historic Structures Report. As indicated in the charge, the Ad Hoc Committee will provide a report to Board of Selectmen on the feasibility of the proposed use no later than November, 2018.

General Board discussion ensued. The Board agreed the meeting times should reference a minimum of three meeting and the length of term to state “upon completion and presentation to the Board of Selectmen in accordance with the established deliverables schedule as outlined below”.

Ms. McKenna, Tourism Committee Chair, suggested the charge to include a member of the Tourism Committee. The Board agreed to add the phrase “an interest in tourism and economic development” as one of the possible background/experience criteria a member might have.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve charge for the Ad Hoc Stone Building Feasibility/Re-Use Committee as amended.

A brief recess was taken at 9:07 p.m. and the meeting was called back to order at 9:12 p.m.

Review and Discuss Proposed Lexington School Master Planning Advisory Committee

The Board reviewed and discussed the School Committee’s charge for the proposed School Master Planning Advisory Committee. As defined in this charge, the School Committee has requested one member of the Board of Selectmen to serve on this proposed committee.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to appoint Mr. Pato as the Board’s representative on the School Master Planning Advisory Committee.

Approve FY2019 Cost-of-Living Adjustment for Non-Represented Employees

The Town Manager and HR Director are recommending a two percent cost-of-living adjustment for non-represented employees for fiscal year 2019. This amount is consistent with settled collective bargaining agreements and the Board's overall guidance for settlements for FY2019.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve a two percent cost-of-living adjustment for non-represented employees for fiscal year 2019, effective July 1, 2019.

Town Manager Search Update

- Amend the Composition of Town Manager Screening Committee

Ms. Barry explained the Town Moderator is unable to serve on the Town Manager Search Screening Committee and the Board needs to amend the membership of the committee to reflect

that. It is proposed that the Board amend the membership of the Town Manager Screening Committee by removing the reference to the Town Moderator and including a member of the Diversity Advisory Task Force. The membership of the committee would stand at 11 members with 2 liaisons.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to amend the membership of the Town Manager Screening Committee by removing the Town Moderator and adding a member of the Diversity Advisory Task Force.

- Town Manager Executive Search Request for Qualification Amendments

Ms. Barry explained the Town Manager has received a few questions regarding the Town Manager Executive Search Request for Qualification (RFQ) that will require a written clarification to firms that may submit proposals for this work. Given that there are no further Selectmen's meetings prior to proposals being due, it is suggested that the Town Manager, with the approval of the Chair, be authorized to provide an addendum to the RFQ.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to authorize the Town Manager, with the approval of the Chair, to prepare and distribute an addendum to the Town Manager Executive Search Request for Qualification.

Battle Green Requests

- Flag Day Ceremony

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the Lexington Lodge of Elks' request to use the Battle Green for the purpose of the annual Flag Day Ceremony to be held on Thursday, June 14, 2018 at 5:30 p.m.

- Rally for Gun Violence Prevention

The requestor formally withdrew application on May 18, 2018.

Town Manager's Re-appointments

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the Town Manager's re-appointments of Wendy Heiger-Bernays to the Board of Health; and Alessandro Alessandrini to the Community Center Program Advisory Committee for a 3 year term to expire May 30, 2020.

Selectmen - Committee Appointments/Re-appointments

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to appoint David Tabela to the Lexington Center Committee to the 3 year term to expire September 30, 2020.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to re-appoint Martha C. Wood to the Lexington Housing Assistance Board for a three year term ending May 31, 2021.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to re-appoint Robert E. Phelan and William C. Hays to the Lexington Housing Assistance Board. Both reappointments are for a three year term ending May 31, 2021, contingent upon completion of ethics training.

Consent Agenda

- Approve and Sign Proclamation Immigrant Heritage Month

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve and sign a proclamation recognizing the month of June as Immigrant Heritage Month. The fifth-annual Immigrant Heritage Month (IHM) celebrates our country's immigrant heritage and acknowledges the stories of individuals, families and communities who have contributed to the unique fabric of our country.

- Approve and Sign Eagle Congratulation Letters

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve to send a letters of commendation congratulating Russell Laman, Ido Diamant, and Andrew Thompson for attaining the highest rank of Eagle in Boy Scouting.

- Approve One-Day Liquor Licenses

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve two one day Liquor License for Spectacle Management to serve beer and wine at the Cary Memorial Hall, 1605 Massachusetts Avenue for the following shows: Gordon Lightfoot, Thursday, June 21, 2018 from 7:00 p.m. to 10:00 p.m. and Tower of Power, Thursday, June 28, 2018 from 7:00 p.m. to 10:00 p.m.

- Approve Minutes

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve to approve the minutes of March 7, 2018; March 12, 2018; March 19, 2018; March 26, 2018; March 28, 2018; April 02, 2018; April 04, 2018; April 09, 2018; April 11, 2018; April 23, 2018 and April 25, 2018 and further to approve but not release the executive minutes of March 19, 2018 and April 09, 2018.

Documents Presented

- February 3, 1999 Lexington Conservation Commission v Kavlakian Family Trust Complaint
- Copies of Minuteman Articles regarding 56 Webb Street

Executive Session

Upon motion duly made and by roll call, the Board of Selectmen voted 5-0 to approve that the Board go into Executive Session under Exemption 6 to consider the purchase, exchange, lease or value of real property, a portion of the parking lot at 33 Marrett Road, and to reconvene in Open

Session only to adjourn. Further, it was declared that an open meeting may have a detrimental effect on the negotiating position of the Town.

Ms. Barry recused herself as her husband is employee of the Town. Ms. Ciccolo presided.

Upon motion duly made and by roll call, the Board of Selectmen voted 4-0 to approve to go into Executive Session under Exemption 3 to discuss strategy with respect to collective bargaining related to the Public Works Union and to reconvene in Open Session only to adjourn. Further, it was declared that an open meeting discussion may have a detrimental effect on the bargaining position of the Town.

Upon motion duly made and by roll call, the Board of Selectmen voted 4-0 to approve to go into Executive Session under Exemption 3 to discuss strategy with respect to collective bargaining related to the Library Union and to reconvene in Open Session only to adjourn. Further, it was declared that an open meeting discussion may have a detrimental effect on the bargaining position of the Town.

Adjourn

Upon motion duly made and seconded, the Board of Selection voted 4-0 to adjourn at 10:35 p.m.

A true record; Attest:

Kim Katzenback
Executive Clerk

SELECTMEN'S MEETING

Tuesday, May 29, 2018

A meeting of the Lexington Board of Selectmen was called to order at 4:00 p.m. on Tuesday, May 29, 2018 in the Selectmen's Meeting Room of the Town Office Building. Ms. Barry, Chair; Mr. Pato; Mr. Lucente; and Ms. Hai were present as well as Mr. Valente, Town Manager; Ms. Siebert, Recording Secretary. Ms. Ciccolo was absent.

Announcements

Mr. Valente's retirement party will take place on Thursday, August 2, 2018 from 4 to 6 p.m. in Battin Hall of the Cary Memorial Building.

Several Selectmen will attend the Association of Black Citizens of Lexington (ABCL) meeting on Thursday, May 31, 2018.

Update—Center Streetscape

Ms. Barry stated that the presentation tonight is an opportunity for the Board to be updated on the project prior to the Center Streetscape Public Meeting scheduled for 7 p.m. on Monday, June 11, 2018 in Battin Hall of the Cary Memorial Building.

Dave Pinsonneault, DPW Director, and John Livsey, Town Engineer, provided the most recent information for Board comment. Mr. Pinsonneault stated that the presentation will focus on recent actions, project goals, and preliminary cost estimates.

- Recent actions

Taking the Selectmen's direction following the Center Streetscape Design Review Ad Hoc Committee report, the Center Streetscape Working Group has worked toward the goal of finalizing the 25% design. To that end, two reports have been generated: one by Public Archaeology Laboratory (PAL) which conducted an historic resource assessment to tie the current landscape back to how it was originally developed; and a second by Bartlett Tree to conduct a street tree inventory that will form the basis of a tree management plan.

- Project Goals

There are three primary goals: Safety, Accessibility; and Renewal of the Mid-Century Modern Landscape.

- Preliminary Cost Estimate to Construct=\$9.2M

The cost estimate is based on 2018 pricing comparisons and assumes work will be done in one phase as opposed to three, as previously envisioned. The work area was defined as Meriam Street to the Police Headquarters driveway at 1575 Massachusetts Avenue. The estimate does not include funds already expended but does include all elements of the 25% design; contingency; construction administration; and police details which will be substantial due to the high-traffic corridor. An updated cost estimate will be calculated at the 100% design threshold. Mr.

Pinsonneault noted that input from Selectmen and from the public at the June 11, 2018 meeting could impact this estimate.

Mr. Livsey presented details of the sidewalk, lighting, street tree, furnishings, bike rack, and signage elements of the Center Streetscape.

- **Sidewalks** will be reconstructed with brick where they are now brick and with concrete with brick edging where they are now concrete; the brick is straight-edge wire-cut with no spacers, red to dark brown in color, set to industry standards in herringbone configuration to minimize vibration, with hand tight sand-swept joints, and minimally cross-sloped to meet or exceed ADA standards. Curbing will be granite; ramps will have a concrete transition pad for visual contrast. Bump outs will be used to shorten street crossing distances; crosswalks will be lit to improve nighttime visibility.
- **Lighting at the pedestrian level** will be consistent with existing lighting and on simple, slender, black poles with shielding at the top to prevent light pollution.
- **Lighting for the street** will also use black poles and have slender profiles, resulting in minimal visual presence. The height of street poles will be between 21 and 30 feet. Some roadway lights will be mounted on existing utility poles.
- **Street Trees**, assessed by Barlett Tree, are largely in poor condition (52%) with only 15% (17 trees) assigned a “good” rating. One tree is completely dead; 58 others are in poor health. The remaining 35 trees (32%) are in “fair” condition. Replacements will be two varieties: Zelkova and Honeylocusts. These species are hardy in this region, low maintenance, and urban landscape-tolerant. Drainage and soil compaction will be corrected with tree grates, Silva cells and irrigation systems. The goal is to provide a continuous canopy on both sides of the street.
- **Benches/street furnishings** in good condition will be removed and re-set; benches in poor condition will be replaced by those made of IPE wood for greater durability. Bench plaques will be transferred onto new benches at or near the former location. A variety of backless and chair-style seating will be intermingled with traditional style benches to facilitate conversation and comfort and to accommodate differing seating needs.
- **Bike racks** will accommodate 45 bicycles along Massachusetts Avenue (not inclusive of the seasonal parklet or the racks near the bike path). Two styles have been selected in collaboration with the Bike Committee.
- **Signs** will be posted on black poles to minimize visual clutter. A full signage plan has yet to be developed but the goal is to keep signs to a minimum. The blue P on oxblood background will continue to be used to direct drivers to parking locations.

Mr. Lucente asked how far the project will extend down Meriam Street, Waltham Street, and Edison Way. He believes the condition of the sidewalk and curbing on Waltham Street is unsafe and would benefit from upgrade. Mr. Livsey said the scope down Meriam Street and Edison

Way is very limited, close to 20 feet. However, on Waltham Street, it is slightly further because of the desire to add lighting and replace some of the sidewalk.

Mr. Lucente asked how susceptible to frost heaves the new sidewalk construction would be. Mr. Livsey said the soil below the brick layer is the more reactive to cold. The current silt layer will be replaced with gravel, which is less reactive, and with Silva cells. Both have better durability and require less attention/maintenance due to frost damage.

Ms. Lucente asked how many parking spaces would be lost to the planned sidewalk bumps outs. Mr. Livsey believes the loss is minor but will research the exact number.

Mr. Lucente said he likes the lighted crosswalks but he is concerned about the impacts of construction on businesses in the Center. He asked for a business impact plan to be created and for the Town to gather input from business owners/managers.

Mr. Lucente asked for a more detailed description of how the trees would be affected. Mr. Livsey said the impact is location-dependent: on the south side of Massachusetts Avenue, where there is a narrower sidewalk, grates will be used. On the north side, granite would be used, as recommended in the archaeology report. Nearer to the Town Office Building and Cary Memorial Building, there would be neither grates nor granite because the area is not narrow and does not have the significant soil compaction concerns.

Mr. Lucente noted there are no bike racks in front of Town Hall. Mr. Livsey said there is a large rack in front of the Post Office but he will look into the matter. Mr. Pinsonneault said the bike racks behind Town Hall will remain because it is not part of the project area.

Mr. Pato applauded the safety improvements the plan includes. He asked if lights are planned for the Emery Park area. Mr. Pinsonneault said the lighting currently there will remain and the style is consistent with the proposed new lighting.

Ms. Barry asked if the new poles would support banner hardware now used for town events. Mr. Pinsonneault said the hardware may need to be modified but the working group did pay heed to that concern.

Ms. Barry asked how big the replacement trees would be. Mr. Pinsonneault said they would be 3 ½ to 4-inch caliper and 16-22 feet tall. Anything larger is harder to transplant successfully. Mr. Pinsonneault said trees are not yet planned for Waltham Street but the group is still working through this question.

Ms. Barry asked if the benches would be replaced exactly or moved. Mr. Pinsonneault said some may be moved slightly to accommodate other streetscape features but he assured Ms. Barry that memorial plaques would be transferred as close to the original location as possible.

Ms. Barry said it is her preference to use tree grates in front of Town Hall as well as further up the avenue. She asked if the Town has to coordinate with the MBTA about changing the bus stop sign posts. Mr. Livsey said the posts can be changed without approval, as long as the stop itself is not being moved.

Ms. Hai asked if LED streetlights shield are included in the current cost estimate or considered add-ons. Mr. Livsey said this remains to be determined. Depending on the top of the luminaire, a shield may not be needed in all cases. If so, they would not constitute a significant additional cost.

Ms. Hai asked how tall the current light poles are. Mr. Livsey said that the existing lights are 26 feet and he hopes to get the 30-foot pole heights shortened down to 27 feet. Ms. Hai recommended adding this piece of information to the Public Meeting presentation.

Ms. Hai said the swerve bike rack style is visually more intrusive and she would prefer styles that have less impact. She asked if signs could share posts. Mr. Livsey said it was location dependent.

Ms. Hai asked if any crosswalks would be eliminated. Mr. Livsey said there are a number of relocations that will improve sight lines and safety but no eliminations.

Ms. Hai agreed that a disruption plan should be shared with businesses and with abutting residents as well. She agreed that tree treatments should be kept to two styles and carried through in front of the municipal buildings.

Ms. Hai asked why the estimated price of the project is higher than it was, even though a section of the project area was eliminated and a number of granite and historic markers have been reduced. She asked how confident the cost estimate is. Mr. Livsey agreed that large ticket items like stone walls had been taken out of the plan, and that lighting had been somewhat reduced, but other big-ticket items, like the Silva cells, have been added. The last estimate was also based on 2014 construction costs. He stated that, although the project dollar amount has increased, a straight comparison shows that the project costs have actually been reduced by a few hundred thousand dollars.

About the Public Meeting for June 11, 2018 the Board was assured that the event is being advertised in comprehensive manner. Ms. Barry agreed that a direct mailing should go residential abutters and that it is crucial to reach out to businesses. She asked that the Center Streetscape webpage be updated on the Town website and that the project timeline be made clear to residents. She asked that Town Meeting members also be directly informed of the June 11, 2018 Public Meeting.

Ms. Barry asked for a chart to be created that explains the timeline and how changes to the project have been made over time; the chart would include recommendations that came the ad hoc committee, subsequent recommendation from the Board of Selectmen, and whether or not a particular feature remains in the plan. She believes this will dispel rumor and serve to update older impressions/assumptions. Ms. Barry added that residents should be clear that improvements to the street itself are included in the cost.

With the 250 Town anniversary approaching in 2025, Ms. Barry said it is imperative to make sure the streetscape work is done in time. She recommended that a staff person be designated as the point person for dialog with the Center businesses. She encouraged Mr. Pinsonneault and Mr. Livsey to bring the Center Streetscape, Capital Expenditures, and Appropriation committees

together to prepare for Special Town Meeting in the fall of 2018 which, if the current timeline is maintained, will be asked to support construction funding.

Mr. Livsey said a lot more will be known after the Public Meeting in terms of how fast the project will move forward. It is necessary for Town Meeting to authorize funds before the project can reach 100% design. Once the funds are in place, Mr. Livsey estimated it would take 4 months to reach 100% design.

Mr. Lucente asked if the \$9.2M cost could be broken down and itemized. Mr. Livsey said this would be hard to do as many elements are interconnected and not easily separated. Ms. Hai noted there had been an earlier 25% breakdown of costs which could be used as a basis for comparison.

Review Request for Qualifications Submitted by Executive Recruiting Firms for Town Manager Search

Mr. Valente sent the RFQ to seven firms; five submitted responses. One of the firms ran into a submission delivery problem due to a UPS operational error; under the circumstances, Town Counsel said the Board could waive the deadline knowing that the firm made a good faith effort to work within the stated guidelines and because doing so would not put the other applicants at a disadvantage.

Upon motion duly made and seconded, Board for Selectmen voted 4-0 to waive the date and time requirements for the executive recruiting proposal received from Community Paradigm Associates.

Mr. Valente recommended that the Board use two parameters to decide which firms to advance to the interview phase:

- Did the firm meet the Board's minimum qualifications?
- Does the Board feel the firm provided compelling evidence it can accomplish what needs to be done?

The Board determined that it would narrow the field to three or four firms. Following discussion, the Selectmen reached consensus to advance these four firms:

- GovHR USA
- Municipal Resources, Inc (MRI)
- UMASS/Edward Collins Center
- Community Paradigm Associates

Mr. Valente and Ms. Barry will reach out to these groups to schedule each of them for a 45-minute meeting on Monday, June 4, 2018. The interviews will take place in the Town Office Building and the Selectmen will make a determination that day, after the interviews are complete. When the candidate is selected, the process will move to the fee negotiation and contract signing stage. The same questions will be asked of each firm at the interview. Mr. Valente and Ms. Barry will work on the set of questions.

Battle Green Request—Gun Violence Prevention Rally

Mr. Valente said the Battle Green guides would be cancelled for the duration of the rally but it should not conflict with the Liberty Ride. Staff has determined that, due to the nature of the event, four police details (one supervisor and three patrolmen) will be necessary to ensure safety. One DPW staff will need to be hired for a minimum of 4 hours to coordinate use of the PA system, tables, and chairs; this staffing request must be made through the Facilities department. The cost will be borne by the Requestor.

Upon motion duly made and seconded, the Board of Selectmen voted 4-0 to approve #LexingtonSaysEnough's request for use of the Battle Green for the purpose of a Gun Violence Prevention Rally to be held Sunday, June 10, 2018 from 1:00 p.m. to 3:00 p.m. on the following conditions that the Requestor:

- attends a site visit with the Department of Public Works and Police to review event in detail;
- contacts the Police Department to coordinate Police Details;
- contacts the Department of Public Works to coordinate request for PA System and set up requirement;
- contacts the Department of Public Facilities to coordinate table and chair rental;
- contacts other necessary Town Departments as deemed necessary.

Selectmen—Committee Re-appointment

Tom Fenn has been serving as an Associate Member on the Historic Districts Commission. His term expired on December 31, 2017; he is willing to consider renewing his tenure. The Lexington Arts and Crafts Society, the Lexington Historical Society and the Cary Memorial Library Board of Trustees, as the nominating organizations for HDC Associate Members, are in support of Mr. Fenn's reappointment.

Upon motion duly made and seconded, the Board of Selectmen voted 4-0 to appoint Tom Fenn as Associate Member to the Historic Districts Commission to a five (5) year term to expire December 31, 2022.

Consent Agenda

- Water & Sewer Commitments

Upon motion duly made and seconded, the Board of Selectmen voted 4-0 to approve Water & Sewer Commitments & Fee for Bedford Cycle 9 March 2018 for \$ 250,889.26; and Water & Sewer Commitments & Fee for Bedford Cycle 9 April 2018 for \$ 270,083.23.

- Approve and Sign Eagle Congratulations Letter—Noam Lev Watt

Upon motion duly made and seconded, the Board of Selectmen voted 4-0 to send a letter of commendation congratulating Noam Lev Watt for attaining the highest rank of Eagle in Boy Scouting.

Adjourn

Upon motion duly made and seconded, the Board of Selection voted 4-0 to adjourn at 5:20 p.m.

A true record; Attest:

Kim Siebert
Recording Secretary

Joint Board of Selectmen and Planning Board Meeting
Hartwell Zoning Initiative Community Meeting
May 30, 2018
Battin Hall—Cary Memorial Building

A Joint Meeting of the Board of Selectmen and Planning Board was called to order at 7:10 p.m. in Battin Hall of the Cary Memorial Building for the purpose of holding a Community Meeting about the Hartwell Zoning Initiative. Present for the Board of Selectmen (BOS) were Ms. Barry, Chair; Mr. Lucente; Ms. Hai; Mr. Valente, Town Manager; and Ms. Siebert, Recording Secretary. Mr. Pato and Ms. Ciccolo were absent.

Present for the Planning Board (PB) were Ms. Johnson, Chair; Mr. Canale; Mr. Hornig; and Ms. Corcoran-Ronchetti. Mr. Creech was absent.

Also present were Carol Kowalski, Assistant Town Manager for Development; Ms. Tintocalis, Economic Development Director; and members of the consulting team: David Gamble, presenter and Urban Designer, Gable Associates; Craig Seymour, Fiscal Impact & Infrastructure Analyst, RKG Associates; Walt Woo, Traffic Consultant, Stantec. Absent from the consulting team was Pam Kinney, Real Estate Market Analyst.

Mr. Valente provided background for the initiative which started in 2008 as an attempt to rebalance the tax base toward the commercial sector and away from the residential sector that was increasing in value at a faster pace. He noted that residential value increases had been significant due Lexington's successful school system and associated Capital School projects and because the town's commercial zoning had not kept up with what the market is looking for. To illustrate the decline in tax revenue from the commercial sector, Mr. Valente stated that in 1988, 33 cents of every tax dollar came from the commercial tax base; today, only 19.8 cents does. Hartwell Avenue is ripe for reinvigoration and represents the best opportunity to address the imbalance.

Some zoning updates have been made since 2008 but they have not been adequate to achieve the Town's goals. Mr. Valente said the Selectmen and Planning Board hope to bring a Hartwell Avenue rezoning initiative to Special Town Meeting in the fall; public input is vital to this process.

Ms. Tintocalis echoed Mr. Valente's points and added that, if nothing is done to reinvigorate the commercial base and rebalance the tax burden, the percentages will shift another 5% toward residential in the next 10 years' time. She noted that, over the last 50 years, commercial real estate market preferences have changed with regard to the built environment. Hartwell Avenue was first developed for defense contractors in the 60s and 70s and these companies did not mind single-use buildings with low street visibility. However, the desire now is for interconnectivity and walkable campuses with higher aesthetic/design appeal, workplace amenities, and the availability of transportation modes other than single-occupancy vehicles.

Ms. Tintocalis said the Hartwell Avenue initiative is about reimagining the corridor and preparing for the next 30 years. Hartwell Avenue provides a unique opportunity to be proactive and to develop sustainable, long-term commercial zoning that will achieve a variety of community goals such as creating environmentally sensitive affordable housing, improving building aesthetics, maximizing open space, and applying smart growth strategies.

David Gamble, Urban Designer, Gable Associates, then presented a “vision planning proposal” using a series of renderings that showed both the current and proposed Hartwell corridor. He noted that for the purpose of defining initiative’s first phase, the target area starts near the intersection of Bedford Street and Hartwell Avenue and ends at Maguire Road. The zone’s current uses are commercial and light manufacturing/industrial.

Mr. Gamble called the Hartwell initiative a 10 to 30-year plan. The proposal strives to make the Hartwell corridor more pedestrian-oriented, more connected, more authentic, and more attractive. He noted that the street has a raceway aesthetic that includes an over-abundance of impervious parking surface. Buildings set-backs are 60-80 feet from the road and the parking areas are 3-4 times the building footprint. There is currently a 19% vacancy rate.

Positive-but-underutilized attributes (which Mr. Gamble called “differentiators” or elements that distinguish Hartwell from other commercial areas) are the Minuteman Bike Path, the surrounding wetlands, and a number of pedestrian-made unmaintained trails. Intentionally connecting to these amenities would be an improvement, as would the addition of short-term/temporary activities (such as food trucks, pop up markets, shipping container seating, and outdoor games areas). The goal is to draw people to meeting/public areas and have them linger.

Other improvement strategies are to pull buildings closer to the street and create an interconnective campus that invites pedestrian activity. Not all buildings would need to come forward to the street edge, Mr. Gamble said; but once some do, the development dynamic will change. Developers are more likely to invest in properties once external environments have seen improvement. Towns can incentivize these changes by taking the first steps of adding elements like street trees, sidewalks, trails, and rain gardens to make the terrain more vital and hospitable. Hartwell Avenue itself could be narrowed with a median strip that would slow traffic and eliminate the “racetrack” or “runway” feel.

Allowing for building height increases would also open the way to mixed-use residential options. Mr. Gamble suggested that some residential would be appropriate for the corridor but he limited the recommendation to 3 to 4 “anchor” buildings at either end of the corridor. He encouraged residents to think of zoning changes in tandem with form-based codes so that desired aesthetics are achieved.

Mr. Gamble listed seven principles as focal points for participant feedback:

1. Capitalize on the natural environment;
2. Diversify transportation opportunities;

3. Establish a new interface between Hartwell Avenue and the buildings;
4. Make the area into a (not necessarily residential) neighborhood with vitality;
5. Create pedestrian-scale gathering places;
6. Diminish the need for parking. Share parking areas; make properties “work together” instead of separately. Capitalize on reclaimed land by increasing open space, adding walkways, building new buildings or extending existing ones;
7. Establish an “eco-district” with net-zero practices, energy efficiencies. Add green roofs. Maximize use of the land. Consider requiring development to be LEED certified.

Going forward, Mr. Gamble encouraged residents to think in terms of incremental steps that would lead to long-term benefits.

Using hand-held voting devices, participants were asked to respond to a series of questions to provide input regarding impressions and priorities. Mr. Gamble said responses would not be used as a basis for decision-making or to subvert future conversations about the initiative. Some participants initially objected to the caliber of the questions posed but Mr. Gable stated that the questions had been designed to prompt small-group discussions scheduled later in the format.

Some residents objected to the inclusion of Bedford Street in the questions because the presentation had not covered Bedford Street and because acceptable uses would be different for the two areas. Mr. Gamble and Ms. Tintocalis said that the questions were intended to get a general sense of opinion.

Particular questions yielded insight into perceived challenges for the initiative. While most people do not like the current character of Hartwell Avenue and Bedford Street, and most residents agree there is sufficient room for new development, there was less agreement about the appropriate mix of uses in the zone and if there should be a residential component.

Chris Barnett, 19 Eldred Street, asked how much input the Town has into usage and how inappropriate uses can be prevented; Mr. Gamble replied that zoning is the blunt instrument that controls use categories and creates limitations by prescribing square footage parameters. He asked that the small group discussions to come try to respond to what the appropriate uses might be.

Colleen Blauer, 7 Carriage Drive, asked if the Boston Sports Club on Bedford Street is for sale and which properties are included in the “Bedford Street” area under discussion. Mr. Gamble said he is not aware that the BSC property is for sale but it would present an opportunity if it was.

Chris Barnett, 19 Eldred Street, noted that the State Armory property is also included in the study area and asked if it is for sale. Mr. Gamble replied, to his knowledge, it is not for sale.

In response to the question of what would make the corridor better, 42% of participants voted for “all of the above”, a category that include 1) a greater diversity of uses; 2) less space devoted to

cars; 3) more robust streetscape; 4) more housing; and 5) more recreational space. The responses for the remaining 58% were split: 19% voted for diversity of uses; 11% for less space devoted to cars; 16% for a more robust streetscape; 0% for more housing; 7% for more recreation space; and 5% for “other.”

To the question of “What are the biggest challenges that Hartwell Avenue faces?”, 54% of respondents chose the response “traffic and parking”.

Signe Spencer, 122 Grove Street, objected to a conclusion drawn by Mr. Gamble, based on the responses to the last question, that open space was not important; the question had been about challenges, not about relative importance. Mr. Gamble agree with Ms. Spencer and noted that several of the seven principles deal with open space.

To the question of “What is the biggest impediment to implementing zoning changes?”, 42% chose “addressing traffic”; 33% chose “achieving consensus”; and 22% chose “infrastructure financing”.

Participants then broke into small group discussions around their tables in order to answer two questions:

- 1) What is your vision for the Hartwell Avenue/Bedford Street corridor?
- 2) What might a zoning update allow to happen in the Hartwell Avenue/Bedford Street corridor.

Written responses from the groups were gathered by Ms. Tintocalis. Spokespeople from each table verbally provided each group’s results:

Carol Kowalski, Assistant Town Manager for Development, said that participants at her table felt developers should fully fund infrastructure upgrades; traffic should be addressed; impacts on the neighbors should be considered; smart development would include a mix of businesses and residences; the Town should not be prescriptive about the location of residential units; residential unit square footage should be on the smaller side.

Dick Thuma, 149 Wood Street, said his table’s biggest concern was traffic. Participants felt that increased density was fine but there would need to be an effort to protect existing residential neighborhoods from additional cut-through traffic. Improving the tax base for all on the backs of abutters would not be an acceptable result. His table believed traffic should be fixed first; if it is, no one will care about the zoning on Hartwell Avenue. Participants recommended that a traffic plan be devised before asking Special Town Meeting to approve zoning revisions.

Maureen Cronin, 3 Briggs Road, said the residents at her table were worried about traffic and “urbanization.” People did not want 10-story buildings and did not want more school age children or cut-through traffic. The history and character of the town should be maintained and protected, similar to what Concord has been able to do.

Aaron Corso, 421 Bedford Street, said his table agreed that a traffic/public transportation plan should be created before zoning is addressed.

Yu Ren, 98 Fifer Lane, said traffic congestion and road conditions were paramount concerns at her table. Participants asked for more accountability for road conditions and that the street would be maintained at a safer level. They did not want to urbanize what is now a suburban area and preferred not to add a high-density residential element to the corridor. Ms. Ren suggested commercial property owners pay more taxes.

Robert Peters, co-president of the Drummer Boy Homeowners Association, said his table (with a majority from Drummer Boy) want to preserve the quality of life for abutters to the commercial corridor. They do not want to increase the value of the Hartwell Avenue/Bedford Street commercial properties by making decisions that decrease residential value for the surrounding area. They asked that a plan to mitigate traffic and improve safety on Bedford Street be developed; that no high-density residential units be added; that the zoning plan focus on Hartwell Avenue but leave Bedford Street out of the scope; and that developers pay for street/property improvements.

Ashok Patel, asked for consideration to construct a direct connection from Hartwell Avenue to route 95/128. He said no retail should be added to Hartwell in order to protect existing businesses in the Center.

Cheryl Lewis, Westview Street, said that traffic was the number one issue for the people who live on her street. In addition, Ms. Lewis noted the need for more senior housing in smaller-sized units in elevator-equipped buildings. Participants liked the idea of shared parking as well as decreasing the overly generous building set-backs. Pedestrians now walk along the edge of Hartwell Avenue without benefit of sidewalks or other protections. Pathways and interconnectivity would provide greater safety and improve aesthetics. Zoning should align to the vision for the area.

Len Morse-Fortier, 20 Bernard Street, said traffic and safety were most important. He believes there is no point in talking about what zoning can do until the fundamental problems of access and safety are solved. Mr. Morse-Fortier proposed abandoning the cloverleaf at 128 and Bedford Street and replacing it with a flyover (similar to the Anderson Transportation Center in Woburn). This would keep cars out of what is essentially a residential area. Housing should not be added to Hartwell because of the impact to the schools.

Ms. Tintocalis said a follow-up public meeting would be scheduled in the coming weeks. Technical expertise will be needed to craft new zoning language. To move the initiative to the next phase, a number of public meetings will be required. In the meantime, the consultants will continue to process resident input. A flier was distributed listing a variety of ways to stay abreast of “Hartwell North” progress, including visiting the Town website’s economic development page.

Walt Woo, Stantec, said that existing traffic volume data is now being collected. The team will collaboratively work with the Town and residents to determine the right mix of uses for the corridor. Once the usage is clearer, Stantec will project future traffic loads and identify “trouble spots”.

Craig Seymour, RKG Associates, said his team’s job is to carry on preliminary work and look at the fiscal impacts, funding, costs, and solvable traffic issues. He said that density increase is a way to capture greater property value that can then be used to fund improvements to the infrastructure.

Ms. Barry (BOS) thanked participants for their time and attention and noted that 650 letters had been sent to abutters of the corridor. Participants’ comments were heard and noted, and they will be considered. As this initiative moves forward, Ms. Barry said it is important that everyone engage in a respectful manner so that all sides can be heard. She encouraged residents to submit further comment via the Town website or by emailing Selectmen, Planning Board, or Ms. Tintocalis directly.

Ms. Johnson (PB) said this night’s meeting is the start of the process. She echoed Ms. Barry’s comments and also encouraged further engagement.

Upon motion duly made and seconded, the Planning Board voted 4-0 to adjourn at 9:05 p.m. The Board of Selectmen followed suit with a 3-0 vote at 9:06 p.m.

A true record; Attest:

Kim Siebert
Recording Secretary

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Exemption 3: Collective Bargaining Update - Police Superior Officers (15 min.)

PRESENTER:

Carl F. Valente, Town Manager; Rajon
Hudson, Management Fellow

ITEM NUMBER:

E.1

SUMMARY:

Suggested motion for Executive Session: I Move that the Board go into Executive Session, under Exemption 3, to discuss strategy with respect to salary increases for the Police Superior Officers and to reconvene in Open Session. Further, as Vice Chairman I declare that an open meeting discussion may have a detrimental effect on the negotiating position of the Town.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/25/2018

8:35 p.m.