

SELECTMEN'S MEETING  
Monday, September 17, 2018  
Town Office Building, 1625 Massachusetts Avenue, Selectmen's Meeting Room  
7:00 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. Request for Moratorium for Non-Emergency Gas Permits (10 min.)   | 7:05 p.m. |
| 2. CHNA 15 Grant Update (10 min.)   | 7:15 p.m. |
| 3. Conservation Restriction: 5 John Hosmer Lane (10 min.)   | 7:25 p.m. |
| 4. Green Burials Presentation (20 min.)   | 7:35 p.m. |
| 5. Approve Street Acceptance Schedule (5 min.)  | 7:55 p.m. |
| 6. Approve Burlington Water Agreement (10 min.)   | 8:00 p.m. |
| 7. Review and Approve Charge - Ad Hoc Crematorium Study Committee (10 min.)                               | 8:10 p.m. |
| 8. FY19 Water/Sewer Rate Discussion (20 min.)   | 8:20 p.m. |
| 9. Call for Special Fall Town Meeting (10 min.)   | 8:40 p.m. |
| 10. Review Potential Fall Special Town Meeting Warrant Articles (20 min.)                                 | 8:50 p.m. |
| 11. Review and Approve Charge for Special Permit Residential Development Committee - Article 42 (10 min.) | 9:10 p.m. |
| 12. Amend Late Night Date for Early Voting State Election (5 min.)  | 9:20 p.m. |
| 13. Selectmen - Committee Appointments/Reappointments/Resignation (5 min.)                                | 9:25 p.m. |

**CONSENT AGENDA**

1. Sign and Approve Eagle Scout Congratulation Letter
2. Sign and Approve Congratulatory Letter - Anne Smiddy
3. Approve One-Day Liquor Licenses
4. Water & Sewer Adjustment

**ADJOURN**

- |                            |           |
|----------------------------|-----------|
| 1. Anticipated Adjournment | 9:35 p.m. |
|----------------------------|-----------|

The Selectmen will hold a Community Meeting to discuss Recycling on Wednesday, September 26, 2018 at 7:00 p.m. in Estabrook Hall, Cary Memorial Building.

The next regularly scheduled meeting of the Board of Selectmen is scheduled for Monday, October 1, 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:**

Request for Moratorium for Non-Emergency Gas Permits (10 min.)

#### **PRESENTER:**

Board Discussion

#### **ITEM NUMBER:**

I.1

#### **SUMMARY:**

USW Local 12003 has requested the Board to place a moratorium on all new projects with National Grid in response to the company locking out all Union employees.

#### **SUGGESTED MOTION:**

#### **FOLLOW-UP:**

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

7:05 p.m.

#### **ATTACHMENTS:**

Description

Type



Request- National Grid moratorium

Backup Material

**Subject:** [Town of Lexington MA] National Grid moratorium  
**Date:** Friday, August 10, 2018 12:58:53 PM

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Message:

To the Select Board of Lexington,

I represent 900 of the National Grid locked out employees stripped of health care and the ability to provide for our families. I am not writing to inform you of the inhumane moves by this Billion dollar international company.

I write to request that you follow the other cities and towns that have recognized the unsafe conditions existing while inexperienced workers perform the dangerous jobs on gas facilities.

Nationwide there have been 6 gas explosions in the U.S. since the lockout began. Complacency and lack of respect for the product can lead to devastating problems. In the six weeks we have been locked out we have documented 60 safety violations with the Ma. DPU.

Please help with the safety concerns by enacting a moratorium on all non emergency work in Lexington.

Currently Braintree, Weymouth, Quincy, Boston, Milton, Arlington , Revere, Somerville, Cambridge, Everett , Haverhill, Lowell, Medford, have given commitment and are working toward resolutions.

Please feel free to reach out to me with any concerns.

Thank you for your consideration,  
Jamie Long  
USW 12003  
Negotiating Committee

# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

CHNA 15 Grant Update (10 min.)

### **PRESENTER:**

Charlotte Rodgers, Human Services  
Director/Melissa Interest, Assistant  
Director of Senior Services

### **ITEM NUMBER:**

I.2

### **SUMMARY:**

Mental Health Initiatives Update – Human Services Department

1. Report on the progress of the CHNA 15 Multi Year Impact Grant
2. Report on the collaborative work of municipal and school staff to develop a sustainable model of Mental Health Programming that address:
  - Improved communication between Town-School-Community
  - Reduce Stigma and Improve Access to Mental Health Services
  - Implement robust educational programs and trainings

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

Human Services

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

7:15 p.m.

### **ATTACHMENTS:**

Description	Type
 CHNA Update 9.17.18	Backup Material

# **Best Practices for Mental Health Response**

## Midpoint Progress Report



CHNA 15 Multi Year Impact Grant  
Charlotte Rodgers, Director of Human Services  
Monday September 17, 2018  
Board of Selectmen

# Community Health Network Areas



# Focus of the Project

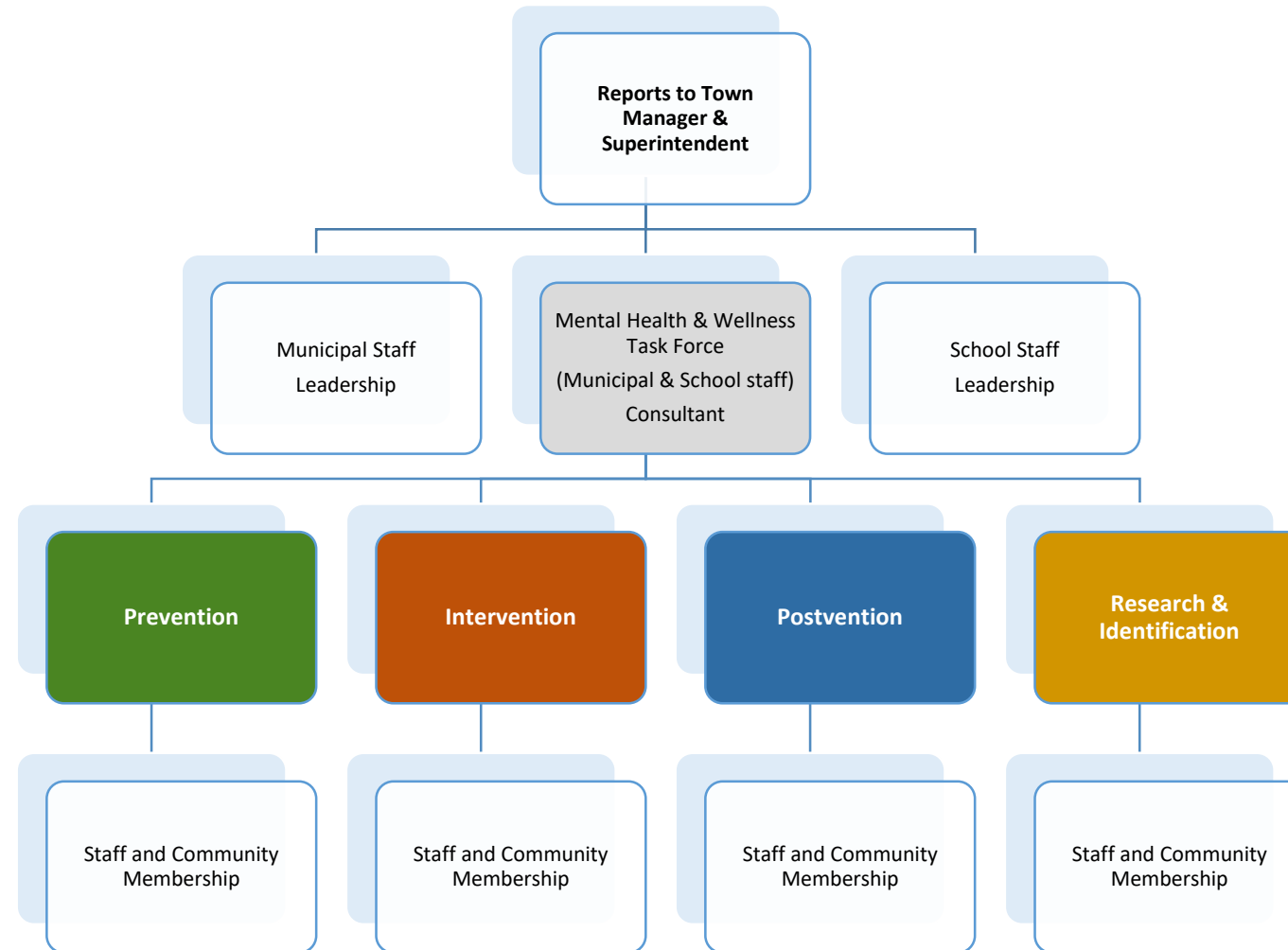
- Address a wide range of mental health concerns including depression, anxiety, suicide prevention programming and access to mental health services
- Includes a review of statistics, best practices and current programming
- Identify unmet needs and barriers to accessing services
- Create **ongoing/sustainable mental health services and programs using municipal and school staff and mental health partners**
- Include other community groups to share their mission, discuss community needs and engage participation in working groups



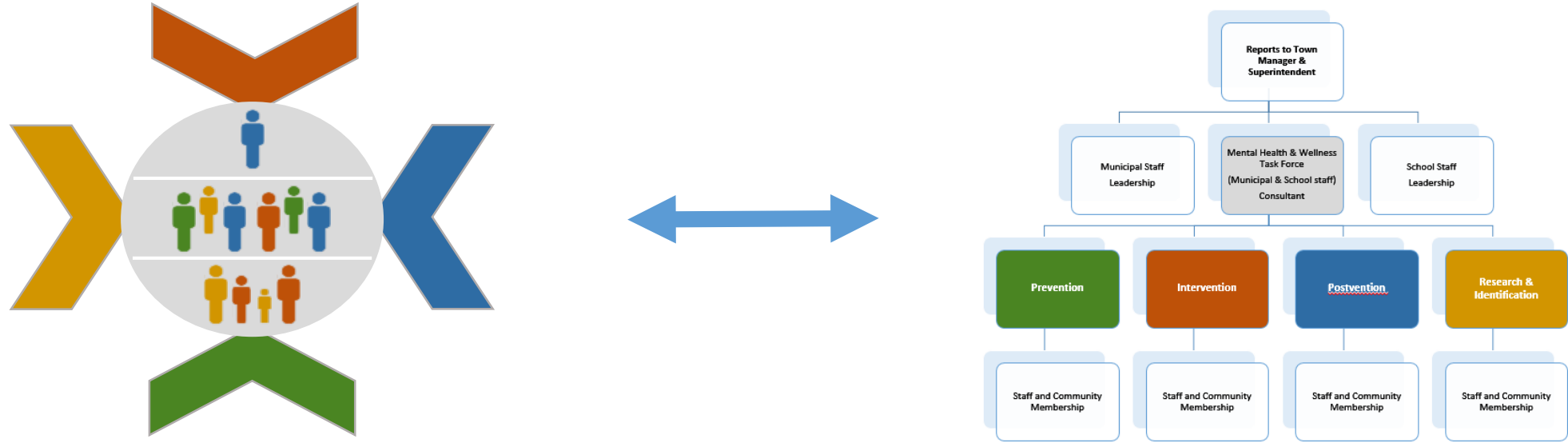
# Mental Health & Wellness Task Force

- Formed a Steering Committee with members from Health, Human Services, School Guidance & Counseling, Prevention, School Health
- Hired consultant to facilitate the process and provide trainings
- Developed Mission Statement
- Sponsored community education event for parents “The Secret Life of Teens” attended by 340 parents and educators
- Held a Community Forum for 40 community members that hold a leadership role in the Lexington Community
- Reviewed Forum participant comments and suggestions:
  - ❖ Strong feedback for “action” – a need for more education, information and support of mental health services
  - ❖ Improve efforts to reduce the stigma of mental illness
  - ❖ Implementation of QPR Trainings for Staff & Community

# Mental Health & Wellness Task Force Structure



# Integrated Approach



- The Town of Lexington provides a 24/7 response for community members of all ages
- Staff developing a strong Community Crisis Intervention Team (CCIT) with emphasis on communication and alignment of protocols
- The Town has entered into a 2 year contract with William James Interface to provide improved access to mental health referrals and services (December 1)
- Staff are rolling out QPR trainings and inviting the community to join the working groups

## **AGENDA ITEM SUMMARY**

### **LEXINGTON BOARD OF SELECTMEN MEETING**

#### **AGENDA ITEM TITLE:**

Conservation Restriction: 5 John Hosmer Lane (10 min.)

#### **PRESENTER:**

Arjun and Geeta Rao/Kelly Axtell,  
Acting Town Manager

#### **ITEM NUMBER:**

I.3

#### **SUMMARY:**

The Board is being asked to approve the acceptance of a Conservation Restriction for 5 John Hosmer Lane. The purpose of the conservation restriction is to assure that a 0.7232 acre portion of the 1.51 acre site will be maintained in a natural scenic, and undeveloped condition in perpetuity for its conservation values and to comply with a development permit as agreed to by the owner and conditioned in the permit at the time the Commission approved the construction of the house on the lot in 1990.

The conservation values include open space preservation, wetlands and water quality protection, and furtherance of Lexington's 2015 Open Space and Recreation Plan goals. The restricted area borders and connects with town-owned conservation land to the east and north, expanding upon protected natural open space areas in the neighborhood.

#### **SUGGESTED MOTION:**

Move to accept the Conservation Restriction for 5 John Hosmer Lane to assure that a 0.7232 acre portion of the 1.51 acre site will be maintained in a natural scenic, and undeveloped condition in perpetuity for its conservation values.

#### **FOLLOW-UP:**

Conservation

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

7:25 p.m.

## ATTACHMENTS:

Description	Type
📎 Conservation Restriction Request for BOS Approval- 5 John Hosmer	Backup Material
📎 5 John Hosmer Connectivity Map	Backup Material
📎 Conservation Restriction for signature	Backup Material
📎 Conservation Restriction Exhibit B	Backup Material



## MEMORANDUM

TO: Board of Selectmen

FROM: Karen M. Mullins, Conservation Administrator

DATE: September 11, 2018

Re: Conservation Restriction #99, 5 John Hosmer Lane (Lot 6)

Please find attached the following documents for the Board's approval and signature:

1. *Conservation Restriction* - to be executed by both the Board of Selectmen and signatures to be notarized (need 2 originals executed);

As a point of information, the granting of a Conservation Restriction was agreed to and a requirement of the Conservation Commission's Order of Conditions permit issued in 1990 for the construction of the single-family house project at the site. Recently, it was discovered that compliance with the Order of Conditions was outstanding and there were several items needing completion, including execution of the Conservation Restriction, prior to issuance of the Certificate of Compliance by the Conservation Commission.

The purpose of the conservation restriction is to assure that a 0.7232 acre portion of the 1.51 acre site will be maintained in a natural, scenic, and undeveloped condition in perpetuity for its conservation values. The conservation values include open space preservation, wetlands and water quality protection, and furtherance of Lexington's 2015 Open Space and Recreation Plan goals.

The Conservation Commission, who is the Grantee, tentatively accepted the enclosed Conservation Restriction subject to town counsel's final review after the state's review. In turn, town counsel recently forwarded some final comments which are in process of being incorporated by the Rao's attorney into the attached document prior to your September 17<sup>th</sup> meeting. The Rao's are in process of selling their property and, as such, they are eager to finalize this outstanding process at your September 17<sup>th</sup> meeting. Hence, as soon as the final conservation restriction is available, I will forward to your attention.

Meanwhile, if you have any questions or need additional information prior to your meeting on September 17<sup>th</sup>, please do not hesitate to contact me. Thank you.

## 5 John Hosmer Ln

**Property Information**

**Property ID** 38-135  
**Location** 5 JOHN HOSMER LN  
**Owner** RAO ARJUN B & RAO GEETA N  
TRUSTEES

**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Town of Lexington, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated 5/30/2018  
Properties updated 5/30/2018

**GRANTOR:** Rao Realty Trust

**GRANTEE:** Town of Lexington

**ADDRESS OF CONSERVATION RESTRICTION AREA:** 5 John Hosmer Lane, Lexington, Massachusetts

**FOR GRANTOR'S TITLE SEE:** Middlesex South Registry of Deeds at Book 25049, page 468.

### **CONSERVATION RESTRICTION**

Arjun B. Rao and Geeta N. Rao, Trustees of the Rao Realty Trust under Declaration of Trust dated November 30, 1994 and recorded with the Middlesex South Registry of Deeds at Book 25049, page 461, being all of the owner(s) of the Conservation Restriction Area as defined herein, with an address of 1 Franklin Street, Unit 4705, Boston, MA, for their successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the Town of Lexington, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, with an address of 1625 Massachusetts Ave, Lexington, MA 02420, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on a 0.723-acre portion of a 1.51-acre parcel (the "Conservation Restriction Area") shown as "CONSERVATION RESTRICTION AREA" on a Plan entitled "5 JOHN HOSMER LANE CONSERVATION AND EASEMENT PLAN OF LAND Located in Lexington, Massachusetts (Middlesex County) Prepared for Arjun B. & Geeta Rao" dated April 2, 2018 and prepared by Meridian Associates, which plan is recorded at the Middlesex South Registry of Deeds at Plan Book \_\_\_\_\_ Page \_\_\_\_\_ (hereinafter the "Plan"). The Conservation Restriction Area is more particularly described in Exhibit A and shown on the reduced copy of the plan in Exhibit B, both of which are incorporated herein and attached hereto.

#### **I. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Conservation Restriction Area will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values ("conservation values").



This Conservation Restriction is required by an Order of Conditions pursuant to M.G.L. chapter 131, Section 40, issued by the Lexington Conservation Commission dated September 4, 1990 and recorded with said Registry of Deeds on September 28, 1990 in Book 20795, Page 432.

**The conservation values include the following:**

- **Open Space Preservation.** The Conservation Restriction Area abuts permanently conserved land owned in fee by the Grantee and known as the Pheasant Brook Conservation Area, and is located in the vicinity of other permanently conserved land in the Town of Lexington, and therefore contributes to the protection of the scenic and natural character of Lexington and will enhance the open-space value of these and nearby lands.
- **Furtherance of Government Policy.** Protection of the Premises furthers the Town of Lexington's 2015 Open Space and Recreation Plan; the protection of Town's water and wetland resources (Objective 2a); the reduction of sources of air and water pollution within Town (Objective 2b); the protection of the Town's Tree Canopy (Objective 2e); the connectivity between open space and recreation and access enhancement (Objective 5a); and expand upon and create new opportunities for bicycling and walking throughout Lexington (Objective 9a and 9c).
- **Wetlands and Water Quality Protection.** The Conservation Restriction Area is located within a 25 to 50 foot buffer zone of vegetated wetlands that provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40). Restricting the use of the land within the Conservation Restriction Area will protect the vegetated wetlands.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

## **II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES**

### **A. Prohibited Acts and Uses**

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Conservation Restriction Area:

- (1) Constructing, placing or allowing to remain any building, mobile home, sign, billboard or outdoor advertising display, fence, asphalt or concrete pavement, mobile home, utility pole or other temporary or permanent structure or facility on, above or under the Conservation Restriction Area;
- (2) Placing, storing or dumping of soil, loam, peat, sand, gravel, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other unsightly or offensive material or substance whatsoever on, above or under the Conservation Restriction Area;
- (3) Mining, excavating, dredging or removing from the Conservation Restriction Area of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Conservation Restriction Area except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Conservation Restriction Area alone, or division or subdivision of the Conservation Restriction Area (as compared to conveyance of the Conservation Restriction Area in its entirety which shall be permitted), and no portion of the Conservation Restriction Area may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Conservation Restriction Area for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Conservation Restriction Area;

- (10) Any other use of the Conservation Restriction Area or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

**B. Reserved Rights and Exceptions**

The Grantor reserves the right to conduct or permit all activities and uses on the Conservation Restriction Area that are not specifically prohibited by this Conservation Restriction:

- (1) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (2) Vegetation Management. In accordance with generally accepted forest management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Conservation Restriction Area;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality in the Conservation Restriction Area;
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating in the Conservation Restriction Area, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- (5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

**C. Notice and Approval**

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a

showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

### **III. LEGAL REMEDIES OF THE GRANTEE**

#### **A. Legal and Injunctive Relief.**

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Conservation Restriction Area to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

#### **B. Non-Waiver.**

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

#### **C. Disclaimer of Liability**

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Conservation Restriction Area pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

#### **D. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Conservation Restriction Area resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Restriction Area resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Conservation Restriction Area, if desirable and feasible.

#### **IV. ACCESS**

The Conservation Restriction hereby conveyed does not grant either the Grantee or the general public any right to enter upon the Conservation Restriction Area except as follows:

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Conservation Restriction Area upon reasonable notice and at reasonable times, for the purpose of inspecting the Conservation Restriction Area to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation within thirty (30) days after the date of such notice, or such longer period as may be reasonably necessary given the nature of such violation, the right to enter the Conservation Restriction Area for the purpose of taking any and all actions with respect to the Conservation Restriction Area as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

#### **V. EXTINGUISHMENT**

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Conservation Restriction Area, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, if any.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Conservation Restriction Area or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## **VI. ASSIGNABILITY**

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Conservation Restriction Area in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Conservation Restriction Area.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VII. SUBSEQUENT TRANSFERS**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Conservation Restriction Area, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of any such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Conservation Restriction Area or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

#### **VIII. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

#### **IX. NON MERGER**

The parties intend that any future acquisition of the Conservation Restriction Area shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Conservation Restriction Area without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

#### **X. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South Registry of Deeds.

#### **XI. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex South Registry of Deeds.

## **XII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Rao Realty Trust  
1 Franklin Street, Unit 4705  
Boston, MA

To Grantee: Town of Lexington  
Conservation Commission  
1625 Massachusetts Avenue  
Lexington, MA 02420

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

## **XIII. GENERAL PROVISIONS**

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

## **XIV. MISCELLANEOUS**

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any



pre-existing rights of the public, if any, in and to the Conservation Restriction Area, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Homestead

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Conservation Restriction Area affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. c. 188 10 (e).

C. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Conservation Restriction Area.

D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Lexington Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Conservation Restriction Area

Exhibit B: Reduced Copy of Recorded Plan of Conservation Restriction Area

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Rao Realty Trust

By

\_\_\_\_\_  
Arjun B. Rao, Trustee

\_\_\_\_\_  
Geeta N. Rao, Trustee

See Middlesex South Registry of Deeds Book \_\_\_\_ Page \_\_\_\_ for Trustee's Certificate

COMMONWEALTH OF MASSACHUSETTS

[Middlesex], ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared Arjun B. Rao and Geeta N. Rao, Trustees of Rao Realty Trust and proved to me through satisfactory evidence of identification which was

\_\_\_\_\_ to be the person whose name is signed on the preceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of Rao Realty Trust.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**ACCEPTANCE OF GRANT BY *TOWN OF LEXINGTON*  
CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the Town of Lexington, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2018, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Rao Realty Trust pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C) and do hereby accept the foregoing Conservation Restriction.

LEXINGTON CONSERVATION COMMISSION:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## APPROVAL OF LEXINGTON BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Lexington, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2018, the Board voted to approve the foregoing Conservation Restriction from Rao Realty Trust to the Town of Lexington acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

SELECT BOARD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Rao Realty Trust to the Town of Lexington acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
MATTHEW A. BEATON  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

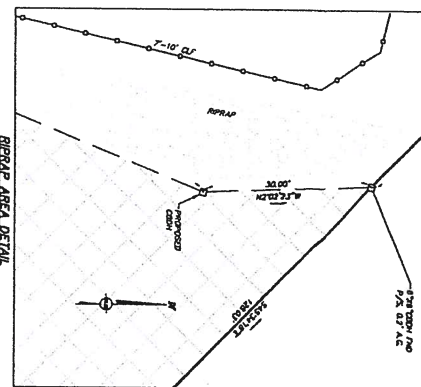
### **EXHIBIT A – Description of the Conservation Restriction Area**

The land subject to this Conservation Restriction, herein referred to as the Conservation Restriction Area, is shown as the 'Conservation Restriction Area' on a Plan entitled "5 JOHN HOSMER LANE CONSERVATION AND EASEMENT PLAN OF LAND Located in Lexington, Massachusetts (Middlesex County) Prepared for Arjun B. & Geeta N. Rao" dated April 2, 2018 and prepared by Meridian Associates, which plan is recorded at the Middlesex South Registry of Deeds at Plan Book \_\_\_\_\_ Page \_\_\_\_\_ , a reduced copy of which is attached hereto as Exhibit B.

## **EXHIBIT B – Reduced Copy of the Plan**

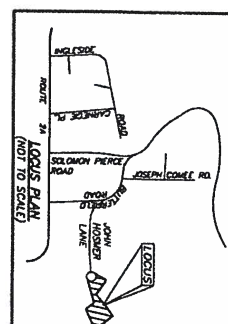
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99	STAINLESS STEEL



NOT AN INDIVIDUAL  
FORM OF LITERATURE

A hand-drawn map of a coastline, likely a bay or inlet. The coastline is irregular, with several small bays and peninsulas. A compass rose is located in the upper left corner, with the letter 'N' indicating North. A scale bar is located in the upper right corner, with the text 'MERIDIAN BASED ON PLAN 649 OF 1905' written below it.

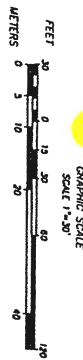


## REVISIONS

REVISIONS		
DATE	DESCRIPTION	BY

5 JOHN HOSMER LANE  
CONSERVATION RESTRICTION AND  
EASEMENT PLAN OF LAND  
LOCATED IN  
LEXINGTON, MASSACHUSETTS  
(MIDDLESEX COUNTY)  
PREPARED FOR  
ARJUN B. & GEETA N. RAO

FINAL DRAFT  
4/02/18



RECORD OWNERS/APPLICANTS  
 ALLEN B. & CELIA R. RAO  
 3-DEW HOBBS LANE  
 LEWISTON, MAINE 04240-7175 04/71

REFERENCE:  
 -M/A N. 171 OF 1980 •  
 -DETO BOOK 35048 PAGE 448 •  
 -TOWN'S DOCUMENTS RECORDED  
 AT THE REGISTER SOUTH  
 WESTSIDE OF DETOX.

1. THE NAME OF THE PARTY IS THE NATIONAL ASSOCIATION FOR THE ABOLITION OF SLAVERY.
2. THE PARTY'S PURPOSE, OBJECTS AND AIMS ARE TO OBTAIN THE ABOLITION OF SLAVERY AND SLAVE TRAFFIC, TO SECURE THE FREEDOM OF SLAVES, AND TO OBTAIN THE ABOLITION OF SLAVE TRAFFIC AND SLAVE TRAFFIC.
3. THE PARTY'S HEADQUARTERS ARE LOCATED AT 1000 N. 10TH STREET, NEW YORK, N.Y.
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ORC No. 5721, IN EAST NEJ 61A, PCJ 54 NEJ A, PCJ 74 NEJ A, PCJ 31

 **MERIDIAN ASSOCIATES**

500 CUMMINGS CENTER, SUITE 5950  
BEVERLY, MASSACHUSETTS 01915  
TELEPHONE: (978) 299-0447  
WWW.MERIDIANASSOC.COM

69 MILK STREET, SUITE 200  
WESTBOROUGH, MASSACHUSETTS 01581  
TELEPHONE: (508) 871-1111  
WWW.MERIDIANASSOC.COM



# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

Green Burials Presentation (20 min.)

### **PRESENTER:**

David Pinsonneault, DPW Director,  
Joan Pillsbury and Lisa Groves -  
Green burial Massachusetts, Inc

### **ITEM NUMBER:**

I.4

### **SUMMARY:**

Staff has been approached to consider offering green burial options at Westview Cemetery. This presentation will introduce the BOS to the concept of green burials.

### **SUGGESTED MOTION:**

There is no motion requested at this time.

### **FOLLOW-UP:**

If the BOS has consensus on pursuing green burials then staff will develop a plan for how it could be implemented at Westview Cemetery.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

7:35 p.m.

### **ATTACHMENTS:**

Description	Type
☐ Green Burial Presentation	Cover Memo
☐ Green Burial Resources	Cover Memo

# **Green Burial ~ What is it?**

**Lexington, MA**

September 17, 2018

Joan Pillsbury and Lisa Groves

Green Burial Massachusetts, Inc.



# Each year in U.S. cemeteries we bury:

- 20 million board feet hardwoods
- 1.6 million tons of concrete
- 17,000 tons of copper & bronze
- 64,500 tons of steel
- 4.3 million gallons of embalming fluid



➤ Mary Woodson, Green Burial Council

# Essential elements of natural or green burial

- No embalming
- Everything going into the grave is biodegradable
- Minimal environmental impact

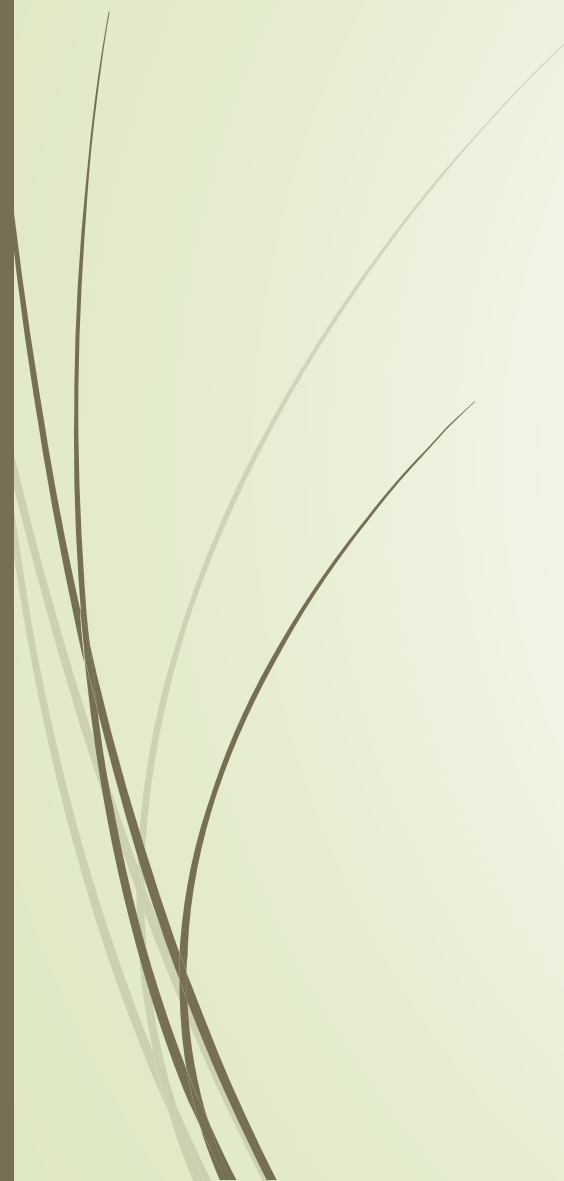


*Ramsey Creek, Westminster, SC*





# Additional characteristics of green burial

- 
- Marker: flat, local stone; natural marker; GPS notation
  - Opening/closing may be done by hand or backhoe
  - Depth: 3-4 feet to bottom
  - Backfill: mounded or fill added if needed as earth settles
  - Low density: lots may be more than 4 feet in width
  - Order of burials: Sequential or non-sequential

# Greensprings Natural Cemetery Preserve Newfield, New York





# The Dell part of Vale Cemetery Schenectady, NY



# Why do people choose green burial?

- Environmental
- Spiritual/Philosophical
- Do It Yourselfers
- Financial





# Green burial in Massachusetts

Some cemeteries in MA that allow natural burial	Allows non-residents	Residents only
<b>City/Town/Municipal Cemeteries</b>		
Brewster		x
Warwick		x
Hawley		x
Leyden	x	
Shutesbury	x	
Wenham		x
<b>Private Cemeteries</b>		
Hillcrest Park in Springfield		
Mount Auburn in Cambridge		
South Wellfleet Cemetery in Wellfleet		
Wildwood in Amherst		



## Green Burial Massachusetts, Inc.

[www.greenburialma.org](http://www.greenburialma.org)

➤ **by Mail**

Green Burial Massachusetts Inc.  
PO Box 323  
Greenfield, MA 01302

➤ **by Email**

info@greenburialma.org

➤ **by Phone**

617-393-5011



## Green Burial Resources

### Organizations

- **Green Burial Council:** <https://greenburialcouncil.org/> (Lots of useful info here, especially in the EDUCATION section under RESOURCES)
- **Green Burial Massachusetts:** <http://greenburialma.org/>
- The Southeastern Massachusetts Pine Barrens Alliance: <http://pinebarrensalliance.org/natural-burials/>

### Articles

- <https://www.nytimes.com/2018/03/22/smarter-living/green-funeral-burial-environment.html>

### Videos

- **Steelmantown** (29 minute film about Steelmantown Cemetery, a green burial cemetery in NJ): <https://vimeo.com/131680248> **Also available at:** <https://greenburialcouncil.org/resources/steelmantown-cemetery-video/>
- **Dying Green:** 30 minute documentary about Billy and Kimberly Campbell and the founding of Ramsey Creek Natural Burial Preserve in SC. Available free for Amazon Prime subscribers.

### Books

- **Grave Matters: A Journey Through the Modern Funeral Industry to a Natural Way of Burial**, by Mark Harris
- **Final Rights: Reclaiming the American Way of Death**, by Lisa Carlson & Joshua Slocum
- **Greening Death: Reclaiming Burial Practices and Restoring Our Ties to the Earth** by Suzanne Kelly
- **The Green Burial Guidebook** by Elizabeth Fournier

## **AGENDA ITEM SUMMARY**

### **LEXINGTON BOARD OF SELECTMEN MEETING**

#### **AGENDA ITEM TITLE:**

Approve Street Acceptance Schedule (5 min.)

#### **PRESENTER:**

David Pinsonneault, DPW Director

#### **ITEM NUMBER:**

I.5

#### **SUMMARY:**

Staff will present the proposed time sequence for FY20 street acceptance. There are currently no petitions.

#### **SUGGESTED MOTION:**

Move to approve the time sequence for FY20 street acceptance as presented.

#### **FOLLOW-UP:**

Staff will update the BOS if a petition comes forward.

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

7:55 p.m.

#### **ATTACHMENTS:**

Description	Type
 FY20 Street Acceptance Timetable	Backup Material

## TIME SEQUENCE FOR FY20 STREET ACCEPTANCE

1. **November 13, 2018**

Vote of intent to layout by the Board of Selectmen;

Board of Selectmen to sign "Notice of Intention to Layout" and notify Planning Board and Constable;

2. **January 7, 2019**

By this date, written notice delivered to abutters by Constable informing them that the Board of Selectmen intend to vote to layout as public way;

3. **January 28, 2019**

Public Hearing by Board of Selectmen in regard to their intent to layout public ways;

4. **February 11, 2019\***

Vote to layout public ways by Board of Selectmen;

5. **February 25, 2019**

On or before this date layout plans filed with the Town Clerk by the Town Engineer;

6. **March 4, 2019**

After this date and before the close of Town Meeting, acceptance of the layout by the Town at a Town Meeting. Within thirty (30) days of the date of acceptance of layout by the Town Meeting, adoption of an Order of Taking by eminent domain by the Board of Selectmen and an award of damages, if any;

7. Within thirty (30) days of adoption of the Order of Taking, recording in Registry of Deeds of said Order and any betterment by the Town Engineer.

*\*To be confirmed upon completion of Board of Selectmen 2019 Proposed Meeting Schedule*

## **AGENDA ITEM SUMMARY**

### **LEXINGTON BOARD OF SELECTMEN MEETING**

#### **AGENDA ITEM TITLE:**

Approve Burlington Water Agreement (10 min.)

#### **PRESENTER:**

David Pinsonneault, DPW Director

#### **ITEM NUMBER:**

I.6

#### **SUMMARY:**

The Town of Burlington is proposing an agreement to purchase water from Lexington to supplement their supply while they perform improvements to their system. The agreement is based on the contract we have with the Town of Bedford. Staff has reviewed the proposed use and finds no impact to our delivery of water to Lexington residents.

#### **SUGGESTED MOTION:**

Move to approve the Burlington Water Agreement as presented and authorize the Acting Town Manager to sign said agreement.

#### **FOLLOW-UP:**

Staff will work with the Town of Burlington to monitor use and impacts.

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

8:00 p.m.

#### **ATTACHMENTS:**

Description	Type
 Lexington - Burlington Water Agreement	Cover Memo

WATER SUPPLY AGREEMENT  
BETWEEN  
TOWN OF BURLINGTON, MASSACHUSETTS  
AND  
THE TOWN OF LEXINGTON, MASSACHUSETTS

2018

THIS AGREEMENT entered into this       day of       , 2018 by and between the Town of Burlington, a municipal corporation within the County of Middlesex, Commonwealth of Massachusetts, acting through its Town Manager, and authorized by vote of the Board of Selectmen and the Town of Lexington, a municipal corporation within the County of Middlesex, Commonwealth of Massachusetts, acting through its Town Manager, and authorized by vote of the Board of Selectmen.

## WITNESSETH

WHEREAS, the Town of Lexington has the authority to sell and supply potable water to the Town of Burlington (the two towns, the "Towns") under this inter-municipal agreement which provides the terms and conditions of sale, furnishing of water, and payment for sale;

WHEREAS, the Town of Burlington has the authority to purchase said water under the terms and conditions of this agreement;

WHEREAS, the Towns are authorized by Chapter 40, Section 4A of the General Laws of the Commonwealth of Massachusetts to enter into this Inter-municipal Agreement for the provision of water;

WHEREAS, the Towns deem it to be in the public interest for the Town of Lexington to supply and sell, and for the Town of Burlington to receive and pay for, potable water to supply its citizens, businesses, and industry; and

WHEREAS, both Towns have been authorized to enter into this agreement by vote of their respective Select Boards, as evidenced by certified copies of their respective votes, attached hereto;

NOW THEREFORE in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Short Title

This Agreement may be referred to as the "Lexington/Burlington Inter-municipal Water Supply Agreement".

### 1.2 Definitions

For all purposes of this Agreement, and any amendments or other changes thereto, the terms shall have the meanings set forth below.

A. "Burlington" means the Town of Burlington in Middlesex County, Massachusetts, or its duly authorized agent.

B. "*Force Majeure Events*" means a consequence of any acts of God, act of public enemy, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, drought, washouts, arrests and restraints of rulers and people, civil disturbances, labor strikes, power failures, explosions, breakage or accident to machinery or lines of pipe, failure of water supply, regulatory requirement, restriction or limitation, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the reasonable control of such party, and which act, omission or circumstance such party is unable to prevent or overcome by the exercise of due diligence.



C. "Lexington" means the Town of Lexington, in Middlesex County, Massachusetts, or its duly authorized agent.

D. "MGD" means Million Gallons per Day.

E. "MWRA" means the Massachusetts Water Resources Authority.

F. "Person" means any individual, firm, company, association, society, corporation, political subdivision, fire district, or group.

G. "Water Distribution System" means facilities for collection, storage, supply, distribution, treatment, pumping, metering, and transmission of water.

### 1.3 Meanings and Construction

This Agreement, except where the context clearly indicates otherwise, shall be construed as follows:

A. Definitions include both singular and plural;

B. Pronouns include both singular and plural and include both genders.

### 1.4 Resolution of Disputes

Any dispute arising under this Agreement shall be decided by civil action taken by either party through a court of proper jurisdiction. Prior to the initiation of any court action, the parties may attempt to resolve the dispute by any means which are mutually deemed acceptable, including direct consultation, mediation, or arbitration.

### 1.5 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

## 2. **GENERAL PROVISIONS**

### 2.1 Obligations of the Parties

Both Lexington and Burlington understand and agree to the following obligations, limitations, and commitments, in consideration of Lexington's agreement to permit connection by Burlington to Lexington's water system to supply Burlington with drinking water in exchange for payment and other considerations as specified in this Agreement.

A. Consumption Quantities. Lexington shall provide 1.0 to 1.5 MGD of water in every one-day period as required by the Town of Burlington. The Town of Burlington requests this quantity for up to 180 days per year. Lexington reserves the right with proper notification to Burlington to reduce the flow if delivery of water to Lexington residents is adversely affected by this agreement.

B. Control of System Leaks and Wasteful Use. Burlington and Lexington shall operate and maintain their respective water distribution systems in accordance with customary practices and within the guidelines set forth below. Both Towns shall take all reasonable measures, including comprehensive leak detection and repair procedures, to minimize the wasteful use of water within their respective service areas.

C. Conformance to Law. Both Lexington and Burlington shall abide by all applicable laws, rules, and regulations of the United States, the Commonwealth of Massachusetts, and the MWRA.

D. Water Quality. Lexington shall comply with all State and Federal drinking water regulations to ensure the safe delivery of potable water to every entry point to the Town of Burlington. In addition Lexington agrees that if the minimum total chlorine disinfectant level falls below a target range of 2.0 to 2.5 ppm at these points it will allow Burlington, at Burlington's cost, to establish and maintain improvements within Lexington to achieve this range. The Parties shall meet and confer on a periodic basis to share data and information on water quality and determine whether capital or operating improvements need to be made to the Water Distribution System to comply with all drinking water regulations. Any increased costs related thereto shall be shared proportionally by the Parties, and payments made by Burlington made under Section 3 of this Agreement shall be adjusted accordingly.

E. Contract Service Area. Lexington shall deliver water to Burlington, subject to the limitations in Section 2.1 of this Agreement, at the following metered points of delivery:

1. North Street (Lexington)/Muller Road (Burlington)
2. Adams Street (Lexington)/Adams Street (Burlington)

F. Measurements of Water Flows.

1. The measurement of water delivered to Burlington shall be determined by readings of metering devices at the metered points of delivery in Section 2.1.E above.
2. The metering devices shall be owned by Burlington, and subject to the approval of Lexington, such approval not to be unreasonably withheld.
3. All metering devices shall be inspected, tested and calibrated at least once each year by a third party technician hired by and at the expense of Burlington.
4. Upon completion of the inspection, testing and calibration, the technician shall submit calibration reports to the Lexington Department of Public Works (DPW) and if required to the MWRA. All calibration reports shall include but not be limited to:
  - a. an assessment of the condition, accuracy and functioning of the meters and associated equipment.
  - b. method of calibration
  - c. calibration ranges
  - d. calibration results

G. Construction of Connections. Any and all connections between the Lexington and Burlington water distribution systems necessary to effectuate this Agreement, shall be designed and constructed by Burlington, shall be of good design and constructed in a workmanlike manner. No such connection shall be constructed unless the design thereof has been approved in writing by Lexington, such approval not to be unreasonably withheld.

H. Ownership of Connection Facilities. Each Town shall own all parts of the water distribution facilities on its side of the Town Line between Lexington and Burlington.

I. Responsibility for System Operation and Maintenance. Neither Town assumes any responsibility for operation or maintenance of any portion of the water distribution system of the other. Lexington shall not be responsible or liable in any way for *Force Majeure* Events which may, in any way, cause an interruption or discontinuance of the water supply service provided for in this Agreement. However, under such circumstances, Lexington shall use all commercially reasonable efforts to restore service to Burlington.

## 2.2 Impairment of Supply

A. Responsibility. The furnishing of water to Burlington under this Agreement shall not be impaired except in the event of a *Force Majeure* Event, emergency construction, or other related water emergencies.

B. Force Majeure Events. Neither Lexington nor Burlington shall be liable in damages or otherwise for failure to perform any obligation under this Agreement which failure is caused by a *Force Majeure* Event. Such event affecting the performance of either Lexington or Burlington however, shall not relieve either party of liability in the event of its negligence, intentional acts, or in the event of such party's failure to use due diligence to remedy the Force Majeure Event with all reasonable dispatch.

C. Indemnification. Burlington shall indemnify and save harmless Lexington from all claims and demands which Burlington is legally bound to pay whether for injuries to persons or loss of life or damage to property occurring within or about any of the connections exclusively supplying water to Burlington excepting, however, such claims and demands, whether for injuries to persons or loss of life or damages to property, to the extent they shall be caused by any act or omission of Lexington or its agent. The phrase "claims and demands" includes court costs and expenses, legal fees and judgments.

## 2.3 Correspondence

Any notice required to be given to Lexington concerning any item in this Agreement shall be sent to:

Town Manager  
Town Office Building  
1625 Massachusetts Avenue  
Lexington, MA 02420

Any notice required to be given to Burlington concerning any item in this Agreement shall be sent to:

Town Administrator  
Town Hall  
29 Center Street Burlington,  
MA 01803

## 3. **PAYMENTS FOR SERVICES**

### 3.1 Burlington Water Rates

In consideration for the water supply services provided by Lexington, Burlington shall pay a Commodity Charge, Other Charges (if any) and an allocated share of Capital Costs (if any).

#### A. Base Charge

The Base Charge for each Fiscal Year of the Agreement shall be \$7,966.95. This charge shall be adjusted at the beginning of each fiscal year based on the previous year's changes in the Consumer Price Index for All Urban Consumers Boston, Brocton, and Nashua region (CPI-U).

#### B. Commodity Charge

The Commodity Charge shall consist of the then current MWRA wholesale water rate times the monthly metered Burlington water consumption times 1.01.

### C. Other Charges

In the event that there are additional MWRA charges not currently existing, these additional charges will be billed to Burlington free of any surcharge by Lexington.

In addition to any MWRA or other party charges or fees as described above, Burlington must also share in the costs for any capital or operating costs which may be required, now or in the future, to maintain or increase the supply, quality or volumes of water needed to meet Burlington's overall demand. Any repairs, modifications or additions to the system to meet demand will be mutually agreed to by Lexington and Burlington. The proportion of costs for each Town is 50% for Lexington and 50% for Burlington.

If as the result of supplying water to the Town of Burlington, the Town of Lexington incurs repair and/or replacement costs in its water system beyond those expected in the delivery of the stated consumptive quantities, the Town of Burlington shall be responsible for its proportionate share of the costs. An amount equal to 75% of the cumulative Base Charge paid by Burlington to date (as described in Section 3.1.A) will be applied to offset the Burlington cost.

### 3.2 Billing Cycle

Lexington shall bill Burlington for its share of the costs determined under this Article on a monthly basis. The monthly bill shall consist of one-twelfth (1/12) the annual Base charge, the Commodity Charge, Other Charges (if any) and Capital Costs (if any). Billings shall be rendered to Burlington and become due and payable at the Office of the Lexington Collector within thirty (30) days of being rendered.

## 4. **MISCELLANEOUS PROVISIONS**

### 4.1 Status of Former Agreements

This Agreement supersedes all former or currently existing contracts for water services between the signatories, and constitutes the entire contract between the parties.

### 4.2 Incurring of Debt

Nothing in this Agreement shall be construed so as to prevent either party hereto from incurring any debt deemed necessary to construct, maintain and operate their respective waterworks.

### 4.3 Severability

If any clause or provision of this Agreement or application hereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

### 4.4 Status of Legal Responsibilities

Each one of the benefits and burdens of this Agreement shall inure to, and be binding upon the respective legal representatives, successors, and assigns of the parties hereto.

#### 4.5 Amendment

Any amendment to this Agreement shall be executed in writing.

#### 4.6 Waiver

Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver by such party to exercise at some future time said right or rights or any other right it may have hereunder.

#### 4.7 Effective Date and Duration

This Agreement shall be effective as of the date first above written. This Agreement shall be in full force and effect and shall be binding on Burlington and Lexington for five years.

#### 4.8 Financial Safeguards

In connection with the water supplied to Burlington under this Agreement, the parties shall maintain accurate and comprehensive records of the volume of water supplied, services performed, costs incurred, and payments received; and each party shall make such records reasonably available to other upon request.

#### 4.9 Review

This agreement will be reviewed in January of each year by Lexington and Burlington. Any proposed changes to the Agreement that are agreed to by both parties will be addressed with a Memorandum of Understanding (MOU) which will be added to the Agreement.

#### 4.10 Termination

The parties may terminate this Agreement by mutual agreement except that in the event that the Town of Burlington obtains access to adequate water supplies by alternative means, through the MWRA or otherwise, it may terminate this Agreement by written notice to the Town of Lexington at least 180 days prior to June 30 of the Fiscal Year in which the termination will take place.

#### 4.11 Other Parties

With the exception of its current intercommunity connections, Burlington agrees that it will not distribute and sell water to entities and their successors within the boundaries of Burlington that are presently served directly by Lexington. Burlington further agrees not to distribute and sell water directly to any entity within Lexington boundaries that is not currently directly served.

Lexington in turn agrees not to distribute and sell water directly to any entity within Burlington boundaries that is not currently directly served.

If other parties request additional water Lexington and Burlington will work together to provide a source for them if feasible.

IN WITNESS WHEREOF, the Town of Lexington acting through its Town Manager, and the Town of Burlington, acting through its Town Manager, have executed this agreement on the day and year first above written.

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Town Manager, Town of Lexington

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Date

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Town Administrator, Town of Burlington

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Date

## **AGENDA ITEM SUMMARY**

### **LEXINGTON BOARD OF SELECTMEN MEETING**

#### **AGENDA ITEM TITLE:**

Review and Approve Charge - Ad Hoc Crematorium Study Committee (10 min.)

#### **PRESENTER:**

Doug Lucente

#### **ITEM NUMBER:**

I.7

#### **SUMMARY:**

A draft charge for the Ad Hoc Crematorium Study Committee will be presented for review and comment.

#### **SUGGESTED MOTION:**

Move to approve the Ad Hoc Crematorium Study Committee Charge.

#### **FOLLOW-UP:**

Selectmen's Office.

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

8:10 p.m.

#### **ATTACHMENTS:**

Description	Type
 Ad Hoc Crematorium Study Committee - Draft	Backup Material

**AD HOC CREMATORY STUDY COMMITTEE**

- Members:** The Ad Hoc Crematory Study Committee will have seven (7) voting members and (1) non-voting Chairperson. Membership shall include:
- 4 - Town Meeting/Community Representative
  - 1 - Lexington Interfaith Clergy Association member (LICA)
  - 1 - Board of Health member
  - 1 - Economic Development Advisory Committee Member
  - 1 - Selectman
- Liaisons:** The Ad Hoc Crematory Study Committee will have one liaison from each the Appropriation Committee and Capital Expenditures Committee.
- Staff Support:** Director of Public Works will act as a liaison to this committee.
- Appointed by:** Board of Selectmen.
- Length of Term:** Upon completion of all recommendations to the Board of Selectmen in accordance with the established deliverables schedule as outlined below.
- Meeting Times:** As determined by the Committee. A minimum of one meeting for the purpose of soliciting public comment, shall be required.
- Committee Goal:** To examine public health, public safety, public works, operational, financial, and quality of life issues associated with locating a crematory at Westview Cemetery and meeting the needs of deceased Lexington residents and their families. To assess the following options and provide the Selectmen with recommendations on:
- 1) Building a crematory adjacent to or connected to the proposed new Westview Cemetery Building.
  - 2) Building a crematory on another location on the Westview Cemetery property.
  - 3) Not building a crematory at this time.



**Committee Role:** The Ad Hoc Crematory Study Committee's study will include but not be limited to the following:

**1) Review of Applicable Legislation**

- a. Review of the applicable sections of Massachusetts General Laws c.114 (Cemeteries and Burials). Review of Massachusetts Department of Environmental Protection regulations regarding Crematories.

**2) Evaluation of needs:**

- a. Review of availability of crematory services for residents and project future cremation needs.
- b. Study the economics of death rates for the area.
- c. Consider competition in the region and other communities that may be engaged in the crematory planning process.

**3) Other Crematories:**

- a. Review of other crematories proposed, established and managed by municipalities in Massachusetts.
- b. Review of common practices and pricing.
- c. Review of operational costs and perform modeling to include: various sales price & numbers of cremations per year.

**4) Building Options:**

- a. Review siting options at Westview Cemetery.
- b. Review parking & gathering space needs.
- c. Estimate the cost to build at siting options presented including size.

**5) Operational Feasibility:**

- a. Review estimated annual operating costs, equipment costs, labor costs (including possible outsourcing labor costs) and a program budget.
- b. Review estimated Capital replacement costs and timeline of such.
- c. Explore regional grant opportunities that may be applied for.

**6) Environment:**

- a. Review of independent research on the health, environmental, and safety risks associated with the operation of a crematory.
- b. Review options for using alternative energy sources to reduce the environmental impacts.

**Deliverables:** Present a progress report to the Board of Selectmen once per month from November 2018 - February 2019 with a report of recommendations addressed to Board of Selectmen on the feasibility of a Crematory at Westview Cemetery by March 1, 2019.

**Prior to serving as a member of this committee, members are required to:**

1. Acknowledge receipt of the Summary of the Conflict of Interest Statute. Further, to continue to serve on the Committee the member must acknowledge annually receipt of the Summary of the Conflict of Interest Statute. Said summary will be provided by and acknowledged to the Town Clerk.
2. Provide evidence to the Town Clerk that the appointee has completed the on-line training requirement required by the Conflict of Interest statute. Further, to continue to serve on the Committee, the member must acknowledge every two years completion of the on-line training requirement.

## **AGENDA ITEM SUMMARY**

### **LEXINGTON BOARD OF SELECTMEN MEETING**

#### **AGENDA ITEM TITLE:**

FY19 Water/Sewer Rate Discussion (20 min.)

#### **PRESENTER:**

Carolyn Kosnoff, Assistant Town  
Manager for Finance

#### **ITEM NUMBER:**

I.8

#### **SUMMARY:**

This is the first of three discussions regarding Water/Wastewater rates for FY2019. The three presentations will be as follows:

1. September 17, 2018:
  - Review results of FY2018 water and sewer operations, billed consumption and retained earnings history.
  - Present FY2019 water and sewer budgets as adopted at the 2018 annual town meeting (direct and indirect costs) and proposed revisions to these budgets, which will serve as the basis for calculating FY2019 water and sewer rates.
  - Present preliminary water and sewer rates for FY2019
2. October 1, 2018: Receive public comments on preliminary water and sewer rates for FY2019
3. October 15, 2018: Board of Selectmen vote on recommended FY2019 water and sewer rates

#### **SUGGESTED MOTION:**

None at this time

#### **FOLLOW-UP:**


Public Hearing on Proposed Rates at October 1, 2018 Selectmen's Meeting

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

8:20 p.m.

**ATTACHMENTS:**

Description		Type
	FY2019 Rate Setting Memo	Cover Memo
	FY2019 Rate Setting Presentation	Presentation



*Town of Lexington*  
Comptroller's Office

Carolyn Kosnoff, Assistant Town Manager for Finance

Phone: (781) 698-4622

Fax: (781) 861-2794

To: Kelly Axtell, Acting Town Manager

From: Carolyn Kosnoff, Assistant Town Manager for Finance

Date: September 17, 2018

Subject: Proposed FY2019 Water and Wastewater Rates

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The attached packet contains information in support of the proposed FY2019 water and wastewater rates. The following reports are included for your reference:

- FY2018 Operating Results for the water and wastewater operations
- Water and wastewater expenditure history including proposed amendments to the FY2019 budgets adopted at the 2018 annual town meeting to serve as the basis for proposed FY2019 rates
- Water consumption history for FY2009 to FY2018 including estimates of FY2019 usage to be used in calculating proposed FY2019 water and wastewater rates
- A history of water purchased from the MWRA, by month, from 1998 through August, 2018
  - Preliminary FY2019 water and wastewater rates
  - A presentation of the combined impact of FY2019 water and wastewater rates at various levels of annual usage
  - A history of combined rate increases in Lexington and their impact on the cost for the household of average usage
  - Retained earnings history for the water and wastewater funds
  - MWRA Advisory Board: Annual Water and Wastewater Retail Rate Survey, November 2017

**FY2018 Water and Wastewater operating results and FY2019 Water and Wastewater Budgets:**

**FY2018 Water Operating Results:** As shown on page 1 attached, unaudited FY2018 operating results were positive for both revenues collected and expenditures generating a surplus of approximately \$880,000 of which approximately \$780,000 is from revenue in excess of estimates and \$100,000 is from expenditures under budget. It should be noted that the majority of surplus revenues were from FY2017 water

commitments that were received in the first month of FY2018, and that revenue from FY2018 domestic usage was lower than estimated during rate setting. This decrease in usage is likely due to conservation efforts by residents after the exceptionally high usage year the prior summer, combined with the wet spring and summer of 2017. The second rate tier was particularly low which may be attributable to the increasing number of irrigation meters installed.

A review of FY2018 usage versus estimates (see page 2 attached) shows the overall decrease in in domestic usage (revenue shortfall of \$207,000) somewhat offset by excess usage in irrigation accounts (surplus revenue of \$52,000). Other revenue accounts also came in slightly lower than estimates with the exception of Hanscom Air Force Base which generated \$246,000 greater than estimates.

**FY2019 Water Budget:** There is one change proposed to the FY2019 budget as adopted at the 2018 annual town meeting: a \$51,732 decrease in the FY2019 MWRA assessment based on the final assessment adopted by the MWRA Board of Directors in June, 2018. (See page 4 attached)

Based on the proposed revision to the FY2019 water budget noted above, the FY2019 water budget will be \$10,749,241 inclusive of indirect costs, which represents a \$26,581 increase, or 0.2%, from the final FY2018 budget. The slight increase in FY2019 water budget reflects an increase in contractual services and supplies, mostly offset by a \$118,525 decrease, or -1.6%, in our MWRA assessment. The increase in compensation is partly for the reclassification of the Utility Billing Manager to the Enterprise Fund, which is offset by a decrease in indirect costs.

The decrease in Lexington's MWRA assessment is primarily attributable to an 11.4% decrease in water purchased from the MWRA in calendar year 2017 compared to the prior calendar year (the FY2019 assessment is a function of the Town's calendar year 2017 purchases of water from the MWRA). However, this decrease in water purchased and coupled with a 3.1% increase in MWRA's budget resulted in an 11.1% increase in Lexington's FY2019 wholesale water rate. The Town's municipal rate and the rate charged to Bedford are based on the MWRA wholesale rate.

**FY2018 Wastewater Operating Results:** As shown on page 5 attached, unaudited FY2018 operating results reflect a revenue surplus and positive results on expenditures. Similar to the water operating results, the FY2018 revenue surplus of \$76,663 was mainly due to timing, as a number of large payments FY17 were received in early FY18. FY2018 usage across all three tiers was lower than estimated during rate setting which resulted in FY18 users being billed \$414,000 less than expected. Wastewater expenditures came in lower than budget by \$161,170, mainly due to a decrease in compensation and less use of contractual services.

**FY2019 Wastewater Budget:** There is one change proposed to the budget as adopted at the 2018 annual town meeting: a \$61,882 decrease in the MWRA assessment based on the final assessment adopted by the MWRA Board of Directors in June 2018 (see page 6 attached).

Based on the proposed revision to the FY2018 Wastewater budget noted above, the FY2019 wastewater budget will be \$10,057,978 inclusive of indirect costs, which represents a \$375,464 increase, or 3.9%, over the final FY2018 budget. The increase in the Wastewater Budget is mainly driven by a \$170,000, or 2.3% increase in the MWRA assessment compared to the prior year and a \$135,000, or 12.7% increase in Wastewater Debt Service.

On a combined basis, water and wastewater budgets are increasing 2.0% from FY2018 to FY2019.

### **Proposed FY2019 Rates:**

Preliminary water and sewer rates are proposed to increase 3.7%, on a combined basis for the average user of 120 hundred cubic feet (hcf), reflecting a 0.1% increase in water rates (page 7 attached) and a 5.7% increase in wastewater rates (page 8 attached). Proposed rate calculations are based from budgeted expenses and estimated usage for the current fiscal year.

Assumptions on estimated usage to build the preliminary FY2019 rates are shown on page 2 attached. In an effort to show wet year versus dry variations, the history of water purchased from the MWRA by month and fiscal year from 1998 to 2018 is shown in the attached page 3. Staff estimated usage from review and analysis of the data shown on pages 2 and 3, however projected usage may be further adjusted by staff over the next two weeks as we finalize the summer meter readings.

The impact of the proposed FY2019 rates on a low (50 hcf), average (120 hcf) and high user (240 hcf) is shown on page 9 attached. Also shown is the impact on a hypothetical commercial user of 1000 hcf per year.

### **Historical Rate Increases: Cost Impact on Household of Average Usage**

For the period FY2006 to FY2018, the table below depicts the impact of annual changes from in water and wastewater rates on the costs of a household using 120 HCF annually, the MWRA's determination of average household usage throughout its system. As noted above, the FY2019 proposed rates would increase the annual combined cost of water and sewer for an average household by 3.7% or approximately \$57.20.

Annual Water/Sewer Charges for Household Using 120 HCF/Year					
	Water	Sewer	Total	\$ Change from Prior Year	% Change from Prior Year
FY2019	\$ 544.80	\$1,053.60	\$1,598.40	\$ 57.20	3.7%
FY2018	\$ 544.40	\$ 996.80	\$1,541.20	\$ 20.80	1.4%
FY2017	\$ 526.40	\$ 994.00	\$1,520.40	\$ 40.77	2.8%
FY2016	\$ 501.96	\$ 977.67	\$1,479.63	\$ (28.37)	-1.9%
FY2015	\$ 483.20	\$1,024.80	\$1,508.00	\$ 27.20	1.8%
FY2014	\$ 463.60	\$1,017.20	\$1,480.80	\$ 24.00	1.6%
FY2013	\$ 448.00	\$1,008.80	\$1,456.80	\$ 49.48	3.5%
FY2012	\$ 436.79	\$ 970.52	\$1,407.32	\$ 157.28	12.6%
FY2011	\$ 411.60	\$ 838.44	\$1,250.04	\$ 9.64	0.8%
FY2010	\$ 407.60	\$ 832.80	\$1,240.40	\$ (48.80)	-3.8%
FY2009	\$ 415.60	\$ 873.60	\$1,289.20	\$ 36.40	2.9%
FY2008	\$ 379.20	\$ 873.60	\$1,252.80	\$ -	0.0%
FY2007	\$ 379.20	\$ 873.60	\$1,252.80	\$ 77.60	6.6%
FY2006	\$ 355.20	\$ 820.00	\$1,175.20		

Average Annual Change: FY2006 to FY2018

2.4%

## Retained Earnings History

A Retained Earnings history including estimates of retained earnings as of 6/30/18 is shown on page 10. The retained earnings balance will fluctuate from year-to-year and will increase by surplus revenues collected and unexpended appropriations. It will decrease due to revenue shortfalls, and appropriations for capital improvements or to mitigate rate increases.

Water retained earnings as of 6/30/2017 was \$531,683 from which \$105,000 was voted at the 2018 annual town meeting for capital projects and \$61,000 was voted to support the FY2019 water operating budget. Retained earnings as of 6/30/2018 are projected to be approximately \$1,613,000.

Wastewater retained earnings as of 6/30/2017 was \$576,523, none of which was appropriated at the 2018 annual town meeting. Retained earnings as of 6/30/2018 are projected to be approximately \$1,521,000.

It has been the practice to maintain a balance in retained earnings for a variety of reasons including the funding of unanticipated emergency spending; to cover potential revenue shortfalls; and, to serve as a source of working capital so that General Fund cash – at the expense of General Fund investment income - does not have to be used for water and wastewater fund operating cash. It is proposed that this practice continue and any amounts in excess of these thresholds be applied to mitigate rates or finance capital.



## **Community Comparisons**

Finally, included is a comparison of Lexington's proposed rates with those of the other MWRA member communities based on the MWRA Advisory Board's Annual Water and Wastewater Retail Rate Survey issued in November 2017 (see page 11 attached).

## **Other Policy Considerations**

There are a handful of customers in Lexington that have well water, and therefore no water meter in their home, however they utilize the Town's sewer system. These customers are currently charged a flat rate of \$47.12 per bill, or \$94.24 per year. This is significantly below even a 'low' rate payer of 50 HCF per year who would pay \$362.50 for Town sewer. Staff would like to consider increasing this flat user charge to closer align with tiered rate payers. In addition would like to adjust this flat charge each year at by the same percentage as the first-tier sewer rate.

Lastly, our Utility Billing Manager has proposed a new message to be printed on the Town's semi-annual utility bills. The current message has been in place for several years and informs customers of the availability of abatements. She proposes to change this current message with one that encourages water conservation, and research has shown similar messages are used by several other communities. Please see a sample message below:

*"Charges are in HCF: 100 Cubic Feet which is equal to approximately 748 gallons.  
Water is our most precious resource, please remember to conserve where you can.  
Every gallon we can save today is one more gallon for the future."*

Information on abatements can still be obtained by contacting the Utility Billing office or on the Water and Sewer page of the Town's website.

Please let me know if you have any questions.

## Water Enterprise Fund - Town of Lexington

### FY2018 Budget - Operating Results

Revenues	FY2018 Budget	FY2018 Actuals	Difference
<b>User Charges</b>	\$ 10,334,984	\$ 11,033,892.04	\$ 698,908
<b>Non-Rate Revenue</b>			
Penalties & Interest Late Charges	\$ 30,000	\$ 52,106	\$ 22,106
Betterments	\$ -	\$ 440	\$ 440
Tax Liens/Titles Redeemed		\$ 19,798	
2017 & Prior Water Liens		\$ 37,082	
2018 Water Liens		\$ 129,963	
Total Tax Titles/Water Liens	\$ 140,000	\$ 186,842	\$ 46,842
New Meter Charge	\$ 60,000	\$ 40,296	\$ (19,704)
Misc. Dept Revenue	\$ 15,000	\$ 16,645	\$ 1,645
Bedford Demand Charge	\$ 62,175	\$ 62,175	
Backflow Testing	\$ -	\$ 24,030	\$ 24,030
Interest Earned	\$ 7,500	\$ 13,070	\$ 5,570
<b>sub-total Non-rate Revenue</b>	<b>\$ 314,675</b>	<b>\$ 395,604</b>	<b>\$ 80,929</b>
<b>Retained Earnings</b>	<b>\$ 73,000</b>	<b>\$ 73,000</b>	<b>\$ -</b>
<b>Water Enterprise Total Revenues</b>	<b>\$ 10,722,659</b>	<b>\$ 11,502,496</b>	<b>\$ 779,837</b>

### Expenses

#### Direct Costs

Compensation	\$ 701,128	\$ 673,991	\$ 27,137
Expenses			
Contractual Services	\$ 215,525	\$ 179,724	\$ 35,801
Utilities	\$ 10,500	\$ 9,638	\$ 862
Supplies	\$ 167,000	\$ 131,387	\$ 35,613
Small Equipment	\$ 34,000	\$ 29,126	\$ 4,874
Debt	\$ 1,466,428	\$ 1,470,390	\$ (3,962)
MWRA	\$ 7,246,531	\$ 7,246,531	\$ -
OPEB	\$ 9,089	\$ 9,089	\$ -
<b>Total Direct Costs</b>	<b>\$ 9,850,201</b>	<b>\$ 9,749,876</b>	<b>\$ 100,325</b>

#### Indirect Costs

Equipment Maintenance and Depreciation	\$ 56,001	\$ 56,001	\$ -
Auto Insurance	\$ 7,231	\$ 7,231	\$ -
Indirect Departmental Expenses	\$ 284,694	\$ 284,694	\$ -
Workers' Compensation	\$ 18,420	\$ 18,420	\$ -
Employee Benefits	\$ 169,909	\$ 169,909	\$ -
Retirement Costs	\$ 124,768	\$ 124,768	\$ -
Indirect Town Expenses	\$ 206,332	\$ 206,332	\$ -
General Insurance	\$ 5,102	\$ 5,102	\$ -
<b>Total Indirect Costs</b>	<b>\$ 872,458</b>	<b>\$ 872,458</b>	<b>\$ -</b>

<b>Water Enterprise Total Expenses</b>	<b>\$ 10,722,659</b>	<b>\$ 10,622,335</b>	<b>\$ 100,325</b>
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<b>FY2018 Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 880,162</b>	<b>\$ 880,162</b>
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**TOWN OF LEXINGTON**  
**WATER CONSUMPTION HISTORY FY2009 thru FY2018**

(in hundred cubic feet(HCF))

DESCRIPTION	TIER	HCF RANGE	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	Estimates Used for FY18 Rates	10 Year Average	5 Year Average	Estimates for FY19 Preliminary Rates
<b>WATER</b>	TIER 1	0-40	673,076	680,839	670,007	668,865	678,135	677,288	677,065	664,407	678,913	660,903	675,000	672,950	671,715	668,000
	TIER 2	41-80	116,055	117,401	117,482	103,350	106,529	105,855	102,766	107,531	120,883	91,895	109,000	108,975	105,786	100,000
	TIER 3	80+	163,160	177,434	194,397	206,632	211,710	231,890	228,480	237,070	231,490	221,151	228,000	210,341	230,016	228,000
	TOTAL		952,291	975,674	981,886	978,847	996,374	1,015,033	1,008,311	1,009,008	1,031,286	973,949	1,012,000	992,266	1,007,517	996,000
<b>WATER - MUNICIPAL</b>	FLAT RATE		12,154	13,078	17,217	17,461	16,378	24,524	26,196	38,600	63,263	29,825	34,000	25,870	36,482	36,000
<b>WATER-IRRIGATION</b>	TIER 3 FLAT RATE		198,300	167,201	288,811	229,764	259,106	287,953	293,016	386,065	477,864	326,750	320,000	291,483	354,330	320,000
<b>WATER BEDFORD</b>	FLAT RATE		489,789	554,817	617,165	541,868	648,072	663,025	755,878	687,019	696,163	616,099	638,000	626,990	683,637	600,000
<b>WATER - VA HOSPITAL</b>	FLAT RATE		33,614	33,789	34,654	29,809	33,237	35,370	34,275	29,404	32,893	28,756	33,000	32,580	32,140	32,000
<b>HANSCOM/LINCOLN LABS</b>	110+111 FLAT RATE		236,963	217,860	237,177	264,841	257,009	231,571	237,544	227,665	248,605	262,936	220,000	242,217	241,664	240,000
<b>WATER-BURLINGTON</b>	FLAT RATE		-	-	-	7,025	-	-	11,298	-	10,936	4,595	-			-
<b>TOTAL WATER</b>			<b>1,943,174</b>	<b>1,949,850</b>	<b>2,172,486</b>	<b>2,086,287</b>	<b>2,196,767</b>	<b>2,245,307</b>	<b>2,358,456</b>	<b>2,451,155</b>	<b>2,809,615</b>	<b>2,505,846</b>	<b>2,257,000</b>	<b>2,271,894</b>	<b>2,474,076</b>	<b>2,224,000</b>
<b>SEWER</b>	TIER 1	0-40	655,454	664,167	634,881	656,043	666,309	666,055	666,635	655,115	670,008	652,510	665,000	658,718	662,065	658,000
	TIER 2	41-80	112,225	113,928	110,522	99,938	103,393	102,924	100,065	105,028	118,482	90,185	106,000	105,669	103,337	97,000
	TIER 3	80+	157,472	170,645	178,349	197,271	208,267	228,237	224,894	234,697	232,394	217,533	226,000	204,976	227,551	226,000
	TOTAL		<b>925,151</b>	<b>948,740</b>	<b>923,752</b>	<b>953,252</b>	<b>977,969</b>	<b>997,216</b>	<b>991,594</b>	<b>994,840</b>	<b>1,020,884</b>	<b>960,228</b>	<b>997,000</b>	<b>969,363</b>	<b>992,952</b>	<b>981,000</b>
<b>SEWER MUNICIPAL RATE</b>	FLAT RATE		4,896	2,097	12,874	13,819	12,391	13,791	12,003	14,724	14,168	11,558	13,000	11,232	13,249	13,000
<b>TOTAL SEWER</b>			<b>930,047</b>	<b>950,837</b>	<b>936,626</b>	<b>967,071</b>	<b>990,360</b>	<b>1,011,007</b>	<b>1,003,597</b>	<b>1,009,564</b>	<b>1,035,052</b>	<b>971,786</b>	<b>1,010,000</b>	<b>980,595</b>	<b>1,006,201</b>	<b>994,000</b>
<b>GRAND TOTAL</b>			<b>2,873,221</b>	<b>2,900,687</b>	<b>3,109,112</b>	<b>3,053,358</b>	<b>3,187,127</b>	<b>3,256,314</b>	<b>3,362,053</b>	<b>3,460,719</b>	<b>3,844,667</b>	<b>3,477,632</b>	<b>3,267,000</b>	<b>3,252,489</b>	<b>3,480,277</b>	<b>3,218,000</b>

## Water Purchased from the MWRA by Month and Fiscal Year: 1998 to 2018

MG	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY1998	257.7	230.0	180.7	151.5	133.8	138.2	136.0	121.3	133.9	135.6	184.7	195.6	1998.9
FY1999	247.9	219.7	180.9	140.3	120.0	122.9	148.3	146.4	154.0	156.1	187.4	277.6	2101.5
FY2000	247.9	219.7	180.9	140.3	120.0	122.9	135.4	125.5	135.7	130.1	142.9	177.7	1879.0
FY2001	211.6	184.3	170.5	147.6	141.4	145.1	148.7	138.4	144.3	136.0	169.9	166.0	1903.8
FY2002	169.4	203.1	187.5	155.2	131.9	127.7	134.4	119.5	124.4	130.2	161.6	169.6	1814.5
FY2003	229.6	255.8	195.0	159.4	130.1	147.2	153.4	141.0	137.7	139.4	156.1	161.0	2005.7
FY2004	222.5	179.0	164.8	140.1	117.4	126.9	126.6	120.4	118.7	123.1	152.0	185.7	1777.1
FY2005	191.9	181.2	168.9	138.7	116.0	117.8	116.5	107.3	118.0	121.2	136.2	196.2	1710.0
FY2006	219.9	224.4	196.1	143.3	119.1	121.0	122.1	109.3	123.2	129.4	148.6	157.3	1813.9
FY2007	201.3	203.9	159.5	135.3	109.7	109.0	117.0	107.8	115.5	111.7	158.9	208.7	1738.2
FY2008	216.9	225.2	202.7	141.5	102.1	107.9	111.5	103.8	121.3	122.2	149.6	185.2	1789.9
FY2009	190.0	167.6	162.5	131.0	115.3	125.0	135.4	118.3	129.4	130.3	160.6	163.6	1729.0
FY2010	160.5	189.3	171.5	122.0	106.7	115.4	120.9	106.1	116.9	113.3	157.3	181.4	1661.3
FY2011	241.7	231.1	192.6	139.2	112.5	115.8	117.6	108.3	125.6	117.8	142.2	180.1	1824.4
FY2012	231.1	186.1	154.0	129.2	99.9	104.8	106.7	104.3	107.7	123.4	147.9	165.1	1660.4
FY2013	236.3	239.1	176.8	135.6	118.0	113.6	120.9	109.7	124.1	112.8	148.6	179.0	1814.3
FY2014	227.4	235.8	203.6	163.2	121.9	115.9	123.5	104.1	107.5	119.8	151.1	207.9	1881.8
FY2015	229.1	231.6	215.6	177.7	125.1	126.5	131.5	122.8	129.3	154.4	245.5	239.6	2128.8
FY2016	237.0	246.7	226.1	156.1	115.8	112.1	115.3	108.8	116.1	118.5	173.5	243.1	1969.1
FY2017	283.0	270.8	212.1	153.8	118.9	117.0	118.1	103.4	116.2	116.2	146.9	184.6	1940.9
FY2018	194.8	223.8	190.1	164.8	123.0	116.9	136.5	103.8	116.1	111.8	158.5	205.3	1845.4
FY2019	246.1	217.9											

<b>Average FY98-FY18</b>	221.3	216.6	185.4	146.0	119.0	121.4	127.4	115.7	124.6	126.3	160.9	191.9	1,856.6
<b>10 Year Average FY09-FY18</b>	223.1	222.2	190.5	147.3	115.7	116.3	122.6	109.0	118.9	121.8	163.2	195.0	1,845.5
<b>5 Year Average FY14-FY18</b>	234.3	241.7	209.5	163.1	120.9	117.7	125.0	108.6	117.0	124.2	175.1	216.1	1,953.2

## Water Enterprise Fund - Town of Lexington

### Budget and Spending History: FY2015 to FY2019

#### Direct Costs

	FY2015 Actuals	FY2016 Actuals	FY2017 Actuals	FY2018 Final Budget	FY2018 Actuals	FY2019 TM Budget	FY19 Revised Budget	FY2018 Final Budget - FY2019 Rev. Budget		
									\$ Change	% Change
Compensation Expenses	\$ 593,594	\$ 627,911	\$ 631,564	\$ 701,128	\$ 673,991	\$ 771,886	\$ 771,886	\$ 70,758	\$	10.1%
Contractual Services	\$ 157,591	\$ 135,301	\$ 174,211	\$ 215,525	\$ 179,724	\$ 243,625	\$ 243,625	\$ 28,100	\$	13.0%
Utilities	\$ 13,025	\$ 16,885	\$ 13,159	\$ 10,500	\$ 9,638	\$ 13,500	\$ 13,500	\$ 3,000	\$	28.6%
Supplies	\$ 188,934	\$ 199,307	\$ 179,027	\$ 167,000	\$ 131,387	\$ 200,900	\$ 200,900	\$ 33,900	\$	20.3%
Small Equipment	\$ 26,184	\$ 14,541	\$ 36,174	\$ 34,000	\$ 29,126	\$ 36,000	\$ 36,000	\$ 2,000	\$	5.9%
Debt	\$ 1,378,688	\$ 1,307,938	\$ 1,374,696	\$ 1,466,428	\$ 1,470,390	\$ 1,476,402	\$ 1,476,402	\$ 9,974	\$	0.7%
MWRA	\$ 6,035,893	\$ 6,695,144	\$ 7,376,976	\$ 7,246,531	\$ 7,246,531	\$ 7,179,738	\$ 7,128,006	\$ (118,525)	\$	-1.6%
OPEB	\$ -	\$ -	\$ -	\$ 9,089	\$ 9,089	\$ 9,089	\$ 9,089	\$ -	\$	
<b>Total Direct Costs</b>	<b>\$ 8,393,909</b>	<b>\$ 8,997,026</b>	<b>\$ 9,785,807</b>	<b>\$ 9,850,201</b>	<b>\$ 9,749,876</b>	<b>\$ 9,931,140</b>	<b>\$ 9,879,408</b>	<b>\$ 29,207</b>		<b>0.3%</b>

#### Indirect Costs

Equipment Maintenance and Depreciation	\$ 28,708	\$ 51,147	\$ 40,917	\$ 56,001	\$ 56,001	\$ 37,736	\$ 37,736	\$ (18,265)		-32.6%
Auto Insurance	\$ 9,729	\$ 10,331	\$ 7,106	\$ 7,231	\$ 7,231	\$ 7,184	\$ 7,184	\$ (47)		-0.6%
Indirect Departmental Expenses	\$ 266,555	\$ 337,981	\$ 305,894	\$ 284,694	\$ 284,694	\$ 310,491	\$ 310,491	\$ 25,796		9.1%
Workers' Compensation	\$ 15,042	\$ 17,012	\$ 16,556	\$ 18,420	\$ 18,420	\$ 17,420	\$ 17,420	\$ (1,000)		-5.4%
Employee Benefits	\$ 173,851	\$ 189,056	\$ 187,445	\$ 169,909	\$ 169,909	\$ 184,330	\$ 184,330	\$ 14,421		8.5%
Retirement Costs	\$ 100,557	\$ 104,529	\$ 124,525	\$ 124,768	\$ 124,768	\$ 133,348	\$ 133,348	\$ 8,580		6.9%
Indirect Town Expenses	\$ 179,198	\$ 184,157	\$ 191,260	\$ 206,332	\$ 206,332	\$ 174,375	\$ 174,375	\$ (31,957)		-15.5%
General Insurance	\$ 15,636	\$ 4,401	\$ 3,707	\$ 5,102	\$ 5,102	\$ 4,949	\$ 4,949	\$ (153)		-3.0%
<b>Total Indirect Costs</b>	<b>\$ 789,275</b>	<b>\$ 898,614</b>	<b>\$ 877,411</b>	<b>\$ 872,458</b>	<b>\$ 872,458</b>	<b>\$ 869,833</b>	<b>\$ 869,833</b>	<b>\$ (2,626)</b>		<b>-0.3%</b>

<b>Water Enterprise Total Expenses</b>	<b>\$ 9,183,184</b>	<b>\$ 9,895,640</b>	<b>\$ 10,663,218</b>	<b>\$ 10,722,659</b>	<b>\$ 10,622,335</b>	<b>\$ 10,800,973</b>	<b>\$ 10,749,241</b>	<b>\$ 26,581</b>		<b>0.2%</b>
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**Wastewater Enterprise Fund - Town of Lexington****FY2018 Budget - Operating Results****Revenues**

	<b>FY2018 Budget</b>	<b>FY2018 Actuals</b>	<b>Difference</b>
<b>User Charges</b>	<b>\$ 9,319,514</b>	<b>\$ 9,357,582</b>	<b>\$ 38,068</b>
<b>Non-Rate Revenue</b>			
Penalties & Interest	\$ 60,000	\$ 77,527	\$ 17,527
Betterments	\$ -	\$ 2,694	\$ 2,694
Tax Liens/Titles Redeemed		\$ 38,276	
2017 & Prior Sewer Liens		\$ 75,866	
2018 Sewer Lien		\$ 179,090	
Total Tax Titles/Sewer Liens	<b>\$ 280,000</b>	<b>\$ 293,233</b>	<b>\$ 13,233</b>
Previous Connection Charges	\$ -	\$ 1,275	\$ 1,275
Misc. Dept Revenue	\$ 15,000	\$ 12,971	\$ (2,030)
Premiums on Bonds/Notes Issued	\$ -	\$ -	\$ -
Interest Earned	\$ 8,000	\$ 13,895	\$ 5,895
<b>sub-total Non-Rate Revenue</b>	<b>\$ 363,000</b>	<b>\$ 401,595</b>	<b>\$ 38,595</b>
<b>Retained Earnings</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Wastewater Enterprise Total Revenues</b>	<b>\$ 9,682,514</b>	<b>\$ 9,759,177</b>	<b>\$ 76,663</b>

**Expenses****Direct Costs**

Compensation	\$ 308,749	\$ 230,757	\$ 77,992
Expenses			
Contractual Services	\$ 166,775	\$ 125,989	\$ 40,786
Supplies	\$ 67,750	\$ 56,605	\$ 11,145
Utilities	\$ 108,500	\$ 107,406	\$ 1,094
Small Equipment	\$ 13,500	\$ 13,025	\$ 475
Debt	\$ 1,063,349	\$ 1,033,672	\$ 29,677
MWRA	\$ 7,402,979	\$ 7,402,979	\$ -
OPEB	\$ 4,085	\$ 4,085	\$ -
<b>Total Direct Costs</b>	<b>\$ 9,135,687</b>	<b>\$ 8,974,517</b>	<b>\$ 161,170</b>

**Indirect Costs**

Equipment Maintenance and Depreciation	\$ 43,209	\$ 43,209	\$ -
Auto Insurance	\$ 5,048	\$ 5,048	\$ -
Indirect Departmental Expenses	\$ 201,255	\$ 201,255	\$ -
Workers' Compensation	\$ 6,928	\$ 6,928	\$ -
Employee Benefits	\$ 80,858	\$ 80,858	\$ -
Retirement Costs	\$ 29,675	\$ 29,675	\$ -
Indirect Town Expenses	\$ 169,258	\$ 169,258	\$ -
General Insurance	\$ 10,596	\$ 10,596	\$ -
<b>Total Indirect Costs</b>	<b>\$ 546,827</b>	<b>\$ 546,827</b>	<b>\$ -</b>

<b>Wastewater Enterprise Total Expenses</b>	<b>\$ 9,682,514</b>	<b>\$ 9,521,344</b>	<b>\$ 161,170</b>
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<b>FY2018 Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 237,833</b>	<b>\$ 237,833</b>
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### Budget and Spending History: FY2015 to FY2019

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# PRELIMINARY FY2019 WATER RATES

	FY19 Budget	FY18 Budget	FY17 Budget	FY16 Budget	FY15 Budget	FY14 Budget	FY13 Actual	FY12 Actual
<b>Water Budget</b>	<b>\$ 10,749,241</b>	\$ 10,722,659	\$ 10,766,291	\$ 10,022,950	\$ 9,268,774	\$ 8,696,792	\$ 8,148,142	\$ 8,093,413
<b>Estimated Non-Rate Revenue</b>	<b>\$ (336,655)</b>	\$ (314,675)	\$ (308,773)	\$ (299,000)	\$ (289,000)	\$ (283,000)	\$ (223,000)	\$ (265,100)
<b>Use of Retained Earnings</b>	<b>\$ (61,000)</b>	\$ (168,100)	\$ (248,900)	\$ (275,000)	\$ (500,000)	\$ (500,000)	\$ (350,000)	\$ (650,000)
<b>Net Revenue to be Raised from Water Charges</b>	<b>\$ 10,351,586</b>	\$ 10,239,884	\$ 10,208,618	\$ 9,448,950	\$ 8,479,774	\$ 7,913,792	\$ 7,575,142	\$ 7,178,313

a                      b                      c                      d                      e                      f

FY2018 RATES	Estimated Consumption					
	Block	Block Range (HCF)	Block as % of Subtotal	Consumption (HCF)	Rate/HCF	
	residential /commercial / industrial	block 1	0-40	67.3%	675,000	\$ 3.89
	residential /commercial / industrial	block 2	41-80	10.5%	109,000	\$ 5.83
	residential /commercial / industrial	block 3	80+	22.3%	228,000	\$ 7.69
	<b>Subtotal</b>				<b>1,012,000</b>	
	irrigation	all @ block 3 rate			320,000	\$ 7.69
	municipal	flat rate			34,000	\$ 2.68
	Hanscom/Linc. Labs	flat rate			220,000	\$ 5.73
	VA Hospital	flat rate			33,000	\$ 6.85
	Bedford-water	flat rate			638,000	\$ 2.71
	<b>Subtotal</b>				<b>1,245,000</b>	
	<b>Total</b>				<b>2,257,000</b>	

PROPOSED FY2019 RATES				Block as % of Total Residential	Estimated Consumption	Rate/HCF	Revenue	% Rate Increase
	residential /commercial / industrial	block 1	0-40	67.1%	668,000	\$ 3.89	\$ 2,598,520	0.1%
	residential /commercial / industrial	block 2	41-80	10.0%	100,000	\$ 5.84	\$ 584,000	0.1%
	residential /commercial / industrial	block 3	80+	22.9%	228,000	\$ 7.70	\$ 1,755,600	0.1%
	<b>Subtotal</b>				<b>996,000</b>		<b>\$ 4,938,120</b>	
	irrigation	all @ block 3 rate			320,000	\$ 7.70	\$ 2,464,000	0.1%
	municipal	flat rate			36,000	\$ 2.97	\$ 106,920	10.8%
	Hanscom/Linc. Labs	flat rate			240,000	\$ 5.74	\$ 1,377,600	0.1%
	VA Hospital	flat rate			32,000	\$ 6.86	\$ 219,520	0.1%
	Bedford-water	flat rate			600,000	\$ 3.00	\$ 1,800,000	10.7%
	<b>Subtotal</b>				<b>1,228,000</b>			
	<b>Total</b>				<b>2,224,000</b>		<b>10,906,160</b>	

<b>Estimated Gross Water Charges</b>	<b>\$ 10,906,160</b>
<b>Collection Rate</b>	<b>95%</b>
<b>Estimated Net Revenue</b>	<b>\$ 10,360,852</b>
<b>revenue target</b>	<b>\$ 10,351,586</b>
<b>difference</b>	<b>\$ 9,266</b>



# PRELIMINARY FY2019 WASTEWATER RATES

	FY19 Budget	FY18 Budget	FY17 Budget	FY16 Budget	FY15 Budget	FY14 Actuals	FY13 Actual	FY12 Actual
<b>Wastewater Budget</b>	\$ 10,057,978	\$ 9,682,514	\$ 9,396,747	\$ 9,151,553	\$ 9,511,297	\$ 9,225,900	\$ 9,143,859	\$ 8,934,624
<b>Estimated Non-Rate Revenue</b>	\$ (365,000)	\$ (363,000)	\$ (363,000)	\$ (320,000)	\$ (322,000)	\$ (70,300)	\$ (69,400)	\$ (137,900)
<b>Use of Retained Earnings</b>	\$ -	\$ -	\$ -	\$ -	\$ (50,000)	\$ (100,000)	\$ (150,000)	\$ (300,000)
<b>Net Revenue to be Raised from Wastewater Charges</b>	\$ 9,692,978	\$ 9,769,360	\$ 9,033,747	\$ 8,831,553	\$ 9,139,297	\$ 9,055,600	\$ 8,924,459	\$ 8,496,724

	a	b	c	d	e	d
<b>FINAL FY2018 RATES</b>		<b>Block</b>	<b>Block Range (HCF)</b>	<b>Block as % of Subtotal</b>	<b>Estimated Consumption (HCF)</b>	<b>Rate/HCF</b>
	residential /commercial / industrial	block 1	0-40	67.3%	655,000	\$6.86
	residential /commercial / industrial	block 2	41-80	10.3%	106,000	\$11.20
	residential /commercial / industrial	block 3	80+	22.4%	226,000	\$17.80
	municipal	flat rate			13,000	\$3.40
	<b>total</b>				<b>1,000,000</b>	

PROPOSED FY2019 RATES	Block Range (HCF)							Estimated Consumption (HCF)	Rate/HCF	Revenue	% Rate Increase
	residential /commercial / industrial	block 1	0-40	67.1%	658,000	\$	7.25	\$	4,770,500	5.7%	
	residential /commercial / industrial	block 2	41-80	9.9%	97,000	\$	11.84	\$	1,148,480	5.7%	
	residential /commercial / industrial	block 3	80+	23.0%	226,000	\$	18.81	\$	4,251,060	5.7%	
	municipal	flat rate			13,000	\$	3.50	\$	45,500	2.9%	
	total				994,000			\$	10,215,540		
	estimated gross revenue								\$	10,215,540	
	collection rate									95%	
	estimated net revenue								\$	9,704,763	
	revenue target								\$	9,692,978	
	difference of estimated net revenue to revenue target								\$	11,785	

# **COMBINED WATER/WASTEWATER BILL - LOW, AVERAGE AND HIGH USERS: IMPACT OF PROPOSED RATE CHANGES**

<b>50 HCF (low user)</b>			
	<b>FY18 Charge</b>		<b>FY19 Proposed</b>
Water	\$ 194.50	\$	194.50
Wastewater	\$ 343.00	\$	362.50
Combined	\$ 537.50	\$	557.00
\$ Change from FY18		\$	19.50
% Change from FY18			3.6%

<b>120 HCF (average user)</b>			
	<b>FY18 Charge</b>		<b>FY19 Proposed</b>
Water	\$ 544.40	\$	544.80
Wastewater	\$ 996.80	\$	1,053.60
Combined	\$ 1,541.20	\$	1,598.40
\$ Change from FY18		\$	57.20
% Change from FY18			3.7%

<b>240 HCF (high user)</b>			
	<b>FY18 Charge</b>		<b>FY19 Proposed</b>
Water	\$ 1,392.80	\$	1,394.40
Wastewater	\$ 2,868.80	\$	3,032.00
Combined	\$ 4,261.60	\$	4,426.40
\$ Change from FY18		\$	164.80
% Change from FY18			3.9%

<b>1000 HCF</b>			
	<b>FY18 Charge</b>		<b>FY19 Proposed</b>
Water	\$ 7,237.20	\$	7,246.40
Wastewater	\$ 16,396.80	\$	17,327.60
Combined	\$ 23,634.00	\$	24,574.00
\$ Change from FY18		\$	940.00
% Change from FY18			4.0%

## RETAINED EARNINGS HISTORY

	Certified as of 6/30/2009	Certified as of 6/30/2010	Certified as of 6/30/2011	Certified as of 6/30/2012	Certified as of 6/30/2013	Certified as of 6/30/2014	Certified as of 6/30/2015	Certified as of 6/30/2016	Certified as of 6/30/2017*	Projected Retained Earnings as of 6/30/2018
<b>WATER</b>	\$ 2,113,729	\$ 1,622,052	\$ 1,952,253	\$ 2,066,566	\$ 2,324,007	\$ 2,119,458	\$ 1,786,659	\$ 1,800,533	\$ 531,683	\$ <b>1,612,998</b>
<b>WASTEWATER</b>	\$ 1,831,967	\$ 1,525,612	\$ 1,168,190	\$ 1,310,716	\$ 1,990,816	\$ 2,072,941	\$ 1,032,942	\$ 2,270,848	\$ 576,523	\$ <b>1,521,373</b>

\*Retained Earnings for both Water and Wastewater Enterprises as of 6/30/2017 were under-certified by DOR.

## Combined Annual Water and Sewer Charges for Communities Receiving Services from the MWRA 2017

Charges include MWRA, community, and alternatively supplied services.

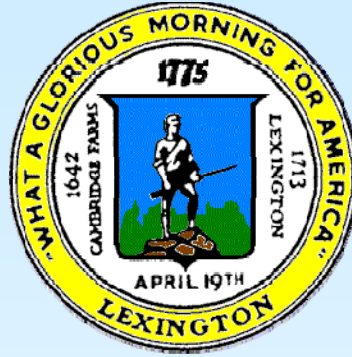
Rates based on average annual household use of **120 hundred cubic feet (HCF)**, or approximately **90,000 gallons**.

	Water	Sewer	Combined	Change
Arlington (W/S)*	\$611.20	\$730.04	\$1,341.24	0.0%
Ashland (S)	\$462.00	\$1,566.80	\$2,028.80	4.1%
Bedford (S/partial W)	\$687.00	\$1,221.00	\$1,908.00	1.7%
Belmont (W/S)	\$866.00	\$1,622.20	\$2,488.20	2.1%
Boston (W/S)	\$604.01	\$844.67	\$1,448.68	2.5%
Braintree (S)	\$541.40	\$908.80	\$1,450.20	8.3%
Brookline (W/S)	\$683.80	\$1,019.60	\$1,703.40	0.0%
Burlington (S)	\$196.50	\$391.50	\$588.00	0.0%
Cambridge (S/partial W)	\$380.00	\$1,274.80	\$1,654.80	5.8%
Canton (S/partial W)	\$643.40	\$1,073.00	\$1,716.40	5.7%
Chelsea (W/S)	\$613.20	\$1,032.00	\$1,645.20	5.8%
Chicopee (W)	\$514.00	\$758.32	\$1,272.32	3.7%
Clinton (W/S)	\$354.00	\$265.50	\$619.50	3.0%
Dedham (S/partial W)	\$629.28	\$937.28	\$1,566.56	0.1%
Everett (W/S)	\$279.60	\$762.00	\$1,041.60	2.0%
Framingham (W/S)	\$782.52	\$987.00	\$1,769.52	2.0%
Hingham (S)	\$816.68	\$1,188.00	\$2,004.68	3.1%
Holbrook (S)	\$804.00	\$915.60	\$1,719.60	3.8%
Leominster (partial W)	\$476.36	\$521.72	\$998.08	3.5%
Lexington (W/S)	\$544.40	\$996.80	\$1,541.20	1.4%
Lynn (partial W)	\$432.12	\$793.44	\$1,225.56	2.0%
Malden (W/S)	\$662.40	\$774.72	\$1,437.12	0.5%
Marblehead (W)	\$639.00	\$1,134.00	\$1,773.00	0.7%
Marlborough (partial W)	\$852.00	\$878.40	\$1,730.40	0.0%
Medford (W/S)	\$680.16	\$1,014.72	\$1,694.88	-4.4%
Melrose (W/S)	\$918.40	\$1,396.52	\$2,314.92	0.9%
Milton (W/S)	\$761.04	\$1,375.44	\$2,136.48	0.0%
Nahant (W)*	\$890.40	\$1,065.60	\$1,956.00	2.9%
Natick (S)	\$340.00	\$1,122.40	\$1,462.40	2.1%
Needham (S/partial W)	\$471.60	\$1,182.24	\$1,653.84	1.5%
Newton (W/S)	\$894.80	\$1,327.00	\$2,221.80	3.7%
Northborough (partial W)	\$614.48	\$1,312.64	\$1,927.12	14.6%
Norwood (W/S)	\$607.68	\$838.80	\$1,446.48	0.0%
Peabody (partial W)	\$337.20	\$451.80	\$789.00	10.2%
Quincy (W/S)	\$776.40	\$1,171.80	\$1,948.20	2.3%
Randolph (S)	\$607.80	\$950.40	\$1,558.20	0.0%
Reading (W/S)	\$1,200.00	\$1,220.40	\$2,420.40	3.3%
Revere (W/S)	\$481.20	\$1,498.80	\$1,980.00	2.1%
Saugus (W)	\$651.14	\$390.20	\$1,041.34	2.5%
Somerville (W/S)	\$645.03	\$1,232.16	\$1,877.19	2.9%
Stoneham (W/S)	\$678.00	\$1,074.00	\$1,752.00	-1.4%
Stoughton (S/partial W)	\$576.80	\$1,174.80	\$1,751.60	2.7%
Swampscott (W)	\$848.00	\$659.00	\$1,507.00	0.0%
Wakefield (S/partial W)	\$750.60	\$1,177.20	\$1,927.80	6.9%
Walpole (S)	\$702.36	\$841.06	\$1,543.42	2.8%
Waltham (W/S)	\$407.28	\$715.32	\$1,122.60	-5.0%
Watertown (W/S)	\$537.60	\$993.60	\$1,531.20	0.0%
Wellesley (S/partial W)	\$471.96	\$1,051.20	\$1,523.16	0.0%
Westwood (S/partial W)	\$629.28	\$813.00	\$1,442.28	0.1%
Weymouth (S)	\$607.80	\$1,036.92	\$1,644.72	0.1%
Wilbraham (W)	\$494.40	\$492.00	\$986.40	0.0%
Wilmington (S/partial W)	\$500.40	\$672.00	\$1,172.40	6.3%
Winchester (S/partial W)*	\$302.60	\$345.60	\$648.20	2.1%
Winthrop (W/S)	\$780.00	\$1,188.00	\$1,968.00	0.0%
Woburn (S/partial W)	\$205.00	\$328.00	\$533.00	0.0%
Worcester (partial W)	\$440.40	\$679.68	\$1,120.08	4.9%
<b>AVERAGE</b>	\$605.08	\$953.38	\$1,558.47	2.20%

The following communities do not provide municipal sewer services and, therefore, are not listed: Lynnfield Water District, South Hadley Fire District #1, Southborough and Weston.

(\*) Indicates communities that utilize the debt service exclusion as permitted under General Law 59 Section 21C(n).

# *Town of Lexington*



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## **Water and Wastewater Rate Setting**

*Fiscal Year 2019*

**September 17, 2018**



# Town of Lexington

BOS– September 17, 2018

## FY2018 Operating Results

### FY2018 Budget - Operating Results - Water Fund

	FY2018 Budget	FY2018 Actuals	Favorable/ (Unfavorable)
<b>Revenues</b>			
User Charges	\$ 10,334,984	\$ 11,033,892	\$ 698,908
Non-Rate Revenue	\$ 314,675	\$ 395,604	\$ 80,929
Retained Earnings	\$ 73,000	\$ 73,000	\$ -
<b>Water Enterprise Total Revenues</b>	<b>\$ 10,722,659</b>	<b>\$ 11,502,496</b>	<b>\$ 779,837</b>
<b>Expenses</b>			
Total Direct Costs	\$ 9,850,201	\$ 9,749,876	\$ 100,325
Total Indirect Costs	\$ 872,458	\$ 872,458	\$ -
<b>Water Enterprise Total Expenses</b>	<b>\$ 10,722,659</b>	<b>\$ 10,622,335</b>	<b>\$ 100,325</b>
<b>FY2018 Surplus (Deficit)</b>			<b>\$ 880,162</b>

### FY2018 Budget - Operating Results - Wastewater Fund

	FY2018 Budget	FY2018 Actuals	Favorable/ (Unfavorable)
<b>Revenues</b>			
User Charges	\$ 9,319,514	\$ 9,357,582	\$ 38,068
Non-Rate Revenue	\$ 363,000	\$ 401,595	\$ 38,595
Retained Earnings	\$ -	\$ -	\$ -
<b>Wastewater Enterprise Total Revenues</b>	<b>\$ 9,682,514</b>	<b>\$ 9,759,177</b>	<b>\$ 76,663</b>
<b>Expenses</b>			
Total Direct Costs	\$ 9,135,687	\$ 8,974,517	\$ 161,170
Total Indirect Costs	\$ 546,827	\$ 546,827	\$ -
<b>Wastewater Enterprise Total Expenses</b>	<b>\$ 9,682,514</b>	<b>\$ 9,521,344</b>	<b>\$ 161,170</b>
<b>FY2018 Surplus (Deficit)</b>			<b>\$ 237,833</b>



***FY2019 Proposed Budgets***

	<b>FY 2018 Budget</b>	<b>FY 2019 Budget</b>	<b>\$ Change</b>	<b>% Change</b>
Water Enterprise	\$ 10,722,659	\$ 10,749,241	\$ 26,582	0.2%
Wastewater Enterprise	\$ 9,682,514	\$ 10,057,978	\$ 375,464	3.9%
<b>Combined Enterprise Budgets</b>	<b>\$ 20,405,173</b>	<b>\$ 20,807,219</b>	<b>\$ 402,046</b>	<b>2.0%</b>

***Retained Earnings History***

	<b>Certified as of 6/30/2014</b>	<b>Certified as of 6/30/2015</b>	<b>Certified as of 6/30/2016</b>	<b>Certified as of 6/30/2017</b>	<b>Projected Retained Earnings as of 6/30/2018</b>
<b>Water Enterprise</b>	\$ 2,119,458	\$ 1,786,659	\$ 1,800,533	\$ 531,683	\$ 1,612,998
<b>Wastewater Enterprise</b>	\$ 2,072,941	\$ 1,032,942	\$ 2,270,848	\$ 576,523	\$ 1,521,373



## Consumption History and Estimates

TOWN OF LEXINGTON WATER CONSUMPTION HISTORY FY2009 thru FY2018 (in hundred cubic feet(HCF))																
DESCRIPTION	TIER	HCF RANGE	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Estimates Used for FY18 Rates	10 Year Average	5 Year Average	Estimates for FY19 Preliminary Rates
<b>WATER</b>	TIER 1	0-40	673,076	680,839	670,007	668,865	678,135	677,288	677,065	664,407	678,913	660,903	675,000	672,950	671,715	668,000
	TIER 2	41-80	116,055	117,401	117,482	103,350	106,529	105,855	102,766	107,531	120,883	91,895	109,000	108,975	105,786	100,000
	TIER 3	80+	163,160	177,434	194,397	206,632	211,710	231,890	228,480	237,070	231,490	221,151	228,000	210,341	230,016	228,000
	<b>TOTAL</b>		<b>952,291</b>	<b>975,674</b>	<b>981,886</b>	<b>978,847</b>	<b>996,374</b>	<b>1,015,033</b>	<b>1,008,311</b>	<b>1,009,008</b>	<b>1,031,286</b>	<b>973,949</b>	<b>1,012,000</b>	<b>992,266</b>	<b>1,007,517</b>	<b>996,000</b>
<b>WATER - MUNICIPAL</b>	FLAT RATE		12,154	13,078	17,217	17,461	16,378	24,524	26,196	38,600	63,263	29,825	34,000	25,870	36,482	36,000
<b>WATER-IRRIGATION</b>	TIER 3		198,300	167,201	288,811	229,764	259,106	287,953	293,016	386,065	477,864	326,750	320,000	291,483	354,330	320,000
<b>WATER BEDFORD</b>	FLAT RATE		489,789	554,817	617,165	541,868	648,072	663,025	755,878	687,019	696,163	616,099	638,000	626,990	683,637	600,000
<b>WATER - VA HOSPITAL TRANSOM/ENROGEN LABS</b>	FLAT RATE		33,614	33,789	34,654	29,809	33,237	35,370	34,275	29,404	32,893	28,756	33,000	32,580	32,140	32,000
	110+111		236,963	217,860	237,177	264,841	257,009	231,571	237,544	227,665	248,605	262,936	220,000	242,217	241,664	240,000
<b>WATER-BURLINGTON</b>	FLAT RATE		-	-	-	7,025	-	-	11,298	-	10,936	4,595	-			-
<b>TOTAL WATER</b>			<b>1,943,174</b>	<b>1,949,850</b>	<b>2,172,486</b>	<b>2,086,287</b>	<b>2,196,767</b>	<b>2,245,307</b>	<b>2,358,456</b>	<b>2,451,155</b>	<b>2,809,615</b>	<b>2,505,846</b>	<b>2,257,000</b>	<b>2,271,894</b>	<b>2,474,076</b>	<b>2,224,000</b>
<b>SEWER</b>	TIER 1	0-40	655,454	664,167	634,881	656,043	666,309	666,055	666,635	655,115	670,008	652,510	665,000	658,718	662,065	658,000
	TIER 2	41-80	112,225	113,928	110,522	99,938	103,393	102,924	100,065	105,028	118,482	90,185	106,000	105,669	103,337	97,000
	TIER 3	80+	157,472	170,645	178,349	197,271	208,267	228,237	224,894	234,697	232,394	217,533	226,000	204,976	227,551	226,000
	<b>TOTAL</b>		<b>925,151</b>	<b>948,740</b>	<b>923,752</b>	<b>953,252</b>	<b>977,969</b>	<b>997,216</b>	<b>991,594</b>	<b>994,840</b>	<b>1,020,884</b>	<b>960,228</b>	<b>997,000</b>	<b>969,363</b>	<b>992,952</b>	<b>981,000</b>
<b>SEWER MUNICIPAL RATE</b>	FLAT RATE		4,896	2,097	12,874	13,819	12,391	13,791	12,003	14,724	14,168	11,558	13,000	11,232	13,249	13,000
<b>TOTAL SEWER</b>			<b>930,047</b>	<b>950,837</b>	<b>936,626</b>	<b>967,071</b>	<b>990,360</b>	<b>1,011,007</b>	<b>1,003,597</b>	<b>1,009,564</b>	<b>1,035,052</b>	<b>971,786</b>	<b>1,010,000</b>	<b>980,595</b>	<b>1,006,201</b>	<b>994,000</b>
<b>GRAND TOTAL</b>			<b>2,873,221</b>	<b>2,900,687</b>	<b>3,109,112</b>	<b>3,053,358</b>	<b>3,187,127</b>	<b>3,256,314</b>	<b>3,362,053</b>	<b>3,460,719</b>	<b>3,844,667</b>	<b>3,477,632</b>	<b>3,267,000</b>	<b>3,252,489</b>	<b>3,480,277</b>	<b>3,218,000</b>





***Impact of Proposed Rates on Low/Average/High Users***

	<b>\$ Change- Combined Water/ Wastewater</b>	<b>% Change</b>
50 HCF (low user)	\$19.50	3.6%
120 HCF (average user)	\$57.20	3.7%
240 HCF (high user)	\$164.80	3.9%



**PROPOSED FY2019 RATES**

Residential / Commercial / Industrial	FY18 Water Rates	Proposed FY19 Water Rates	% Change	Proposed		
				FY18 Wastewater Rates	FY19 Wastewater Rates	% Change
Tier 1	\$3.89	\$3.89	0.0%	\$6.86	\$7.25	5.7%
Tier 2	\$5.83	\$5.84	0.2%	\$11.20	\$11.84	5.7%
Tier 3	\$7.69	\$7.70	0.1%	\$17.80	\$18.81	5.7%
irrigation	\$7.69	\$7.70	0.1%	NA	NA	0.0%
municipal	\$2.68	\$2.97	10.8%	\$3.40	\$3.50	2.9%
Hanscom/Lincoln Labs	\$5.73	\$5.74	0.2%	NA	NA	NA
VA Hospital	\$6.85	\$6.86	0.1%	NA	NA	NA
Bedford-water	\$2.71	\$3.00	10.7%	NA	NA	NA

- Consider increasing the flat sewer rate (\$47.12) for accounts with well water that utilize town sewer
- Consider changing the abatement message printed on semi-annual bills to one encouraging conservation



***Annual Water/Sewer Charges for Household Using 120 HCF/Year***

	<b>Water</b>	<b>Sewer</b>	<b>Total</b>	<b>\$ Change from Prior Year</b>	<b>% Change from Prior Year</b>
<b>FY2019</b>	<b>\$ 544.80</b>	<b>\$1,053.60</b>	<b>\$1,598.40</b>	<b>\$ 57.20</b>	<b>3.7%</b>
FY2018	\$ 544.40	\$ 996.80	\$1,541.20	\$ 20.80	1.4%
FY2017	\$ 526.40	\$ 994.00	\$1,520.40	\$ 40.77	2.8%
FY2016	\$ 501.96	\$ 977.67	\$1,479.63	\$ (28.37)	-1.9%
FY2015	\$ 483.20	\$1,024.80	\$1,508.00	\$ 27.20	1.8%
FY2014	\$ 463.60	\$1,017.20	\$1,480.80	\$ 24.00	1.6%
FY2013	\$ 448.00	\$1,008.80	\$1,456.80	\$ 49.48	3.5%
FY2012	\$ 436.79	\$ 970.52	\$1,407.32	\$ 157.28	12.6%
FY2011	\$ 411.60	\$ 838.44	\$1,250.04	\$ 9.64	0.8%
FY2010	\$ 407.60	\$ 832.80	\$1,240.40	\$ (48.80)	-3.8%
FY2009	\$ 415.60	\$ 873.60	\$1,289.20	\$ 36.40	2.9%
FY2008	\$ 379.20	\$ 873.60	\$1,252.80	\$ -	0.0%
FY2007	\$ 379.20	\$ 873.60	\$1,252.80	\$ 77.60	6.6%
FY2006	\$ 355.20	\$ 820.00	\$1,175.20		

**Average Annual Change: FY2006 to FY2018**

**2.4%**

## **AGENDA ITEM SUMMARY**

### **LEXINGTON BOARD OF SELECTMEN MEETING**

#### **AGENDA ITEM TITLE:**

Call for Special Fall Town Meeting (10 min.)

#### **PRESENTER:**

Suzanne Barry, Chair

#### **ITEM NUMBER:**

I.9

#### **SUMMARY:**

*A vote is requested for this agenda item.*

Board will call for the Fall Special Town Meeting and open the Warrant for Citizen articles.

#### **SUGGESTED MOTION:**

Move to call for a Special Fall Town Meeting to begin on Tuesday, November 13, 2018 at 7:30 p.m. in Battin Hall of the Cary Memorial Building.

Move to open the Special Fall Town Meeting Warrant for citizen petitions through **Friday, September 28, 2018 at 4:00 p.m.**

#### **FOLLOW-UP:**

TMO and Town Counsel will work with the BOS office to prepare the Warrant for the Board to vote.

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

8:40 p.m.

## **AGENDA ITEM SUMMARY**

### **LEXINGTON BOARD OF SELECTMEN MEETING**

#### **AGENDA ITEM TITLE:**

Review Potential Fall Special Town Meeting Warrant Articles (20 min.)

#### **PRESENTER:**

Board Discussion

#### **ITEM NUMBER:**

I.10

#### **SUMMARY:**

Review Potential Fall Special Town Meeting Warrant Articles

#### **SUGGESTED MOTION:**

#### **FOLLOW-UP:**

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

8:50 p.m.

#### **ATTACHMENTS:**

Description	Type
 Potential Fall STM Warrant Articles-Draft	Backup Material

## Special Town Meeting 2018-1 Potential Articles

November 13, 14, 15

### Fall

1. Amend Zoning Bylaw to update the regulation of marijuana to reflect changes in State law
2. Appropriate for Science Classrooms
3. Appropriate for Center Streetscape Design
4. Transfer 18 Rangeway to Lexhab
5. Appropriate for Hosmer House Reuse Study
6. Amend FY 2019 Operating, Enterprise, and CPA Budgets
7. Appropriate for Authorized Capital Improvements
8. Appropriate for Prior Year's Unpaid Bills
9. Appropriate To/From Stabilization funds
10. Purchase of Land: 39 Highland Ave (CPC)
11. 7 Hartwell Ave, PD Rezoning (***Petition submitted***)
12. 331 Concord Ave, Assisted Living PD Rezoning (***Petition submitted***)
13. Belmont Country Club PD Rezoning (***Petition submitted***)

# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

Review and Approve Charge for Special Permit Residential Development Committee -  
Article 42 (10 min.)

### **PRESENTER:**

Jill Hai, Board Discussion

### **ITEM NUMBER:**

I.11

### **SUMMARY:**

A draft charge for the Special Permit Residential Development Committee will be presented for review and comment.

### **SUGGESTED MOTION:**

Move to approve charge for the Special Permit Residential Development Committee.

### **FOLLOW-UP:**

Selectmen's Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

9:10 p.m.

### **ATTACHMENTS:**

Description

Type



DRAFT - SPRD Committee Charge

Backup Material

## **Special Permit Residential Development (SPRD) Zoning Bylaw Amendment Ad hoc Committee**

**Members:** Nine (9)

Committee membership should be representative of the broad range of stakeholder interests. Members should include residents or individuals working in Lexington who have background or experience in:

- Smart growth residential policy;
- Residential development or construction;
- Residential real estate marketing or sales;
- Affordable housing policy, development or construction;
- Land use planning or engineering;
- Interested residents

The Committee will also include:

- A member of the Board of Selectmen
- A member of the Planning Board

While not part of the Committee, the following committees are invited to recommend a non-voting liaison:

- Capital Expenditures Committee
- Appropriation Committee

**Appointed by:** Board of Selectmen. The Board of Selectmen will designate the Committee Chair, in consultation with the Chair of the Planning Board.

**Length of Term:** The length of term will be from formation through the end of the Town Meeting session at which a proposed Bylaw is considered.

**Staff Support:** Technical consultant, committee facilitator or consultant, Planning Director (limited)

**Meeting Times:** As determined by the Committee.

**Committee Goal:** Gather and provide stakeholder input, housing data and draft a Statement of Values, so that consultants, under direction of the Committee, Elected Boards, and staff, can develop 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.

**Committee Role:** This committee will:

- 1) Undertake a comprehensive listening strategy to garner community and stakeholder input on a SPRD Bylaw. Over the life of the committee, a minimum of three meetings to solicit public comment and input should be held at times geared to maximize community participation. Input sought should include that on community housing needs and obligations, goals of Special Permit residential developments, and associated costs and benefits.
- 2) Summarize and contextualize community input in a written report
- 3) Work with Elected board representatives, staff, the public, and appropriate consultants to review the current bylaw, the work from the Residential Policy Committee, and the 2017 and 2018 Annual Town Meetings on the same subject, and draft a revised SPRD zoning bylaw. Bylaw should include consideration for the propriety and cohesiveness of resulting developments within the context of their surroundings. This effort should include input and documentation from the development community.
- 4) Seek input from the Disabilities Commission, the Council on Aging, the Conservation Commission and other relevant stakeholders.

**Deliverables:** Draft zoning bylaw amendment warrant article, consistent with specifications above, as soon as practicable.

**Prior to serving as a member of this committee, members are required to:**

- 1) Acknowledge receipt of the Summary of the Conflict of Interest Statute. Further, to continue to serve on the Committee the member must acknowledge annually receipt of the Summary of the Conflict of Interest Statute. Said summary will be provided by and acknowledged to the Town Clerk.
- 2) Provide evidence to the Town Clerk that the appointee has completed the on-line training requirement required by the Conflict of Interest statute. Further, to continue to serve on the Committee, the member must acknowledge every two years completion of the on-line training requirement.

# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

Amend Late Night Date for Early Voting State Election (5 min.)

### **PRESENTER:**

Kelly Axtell, Acting Town Manager

### **ITEM NUMBER:**

I.12

### **SUMMARY:**

At its meeting of August 27, 2018, the Board of Selectmen designated the Cary Memorial Building, located at 1605 Massachusetts Avenue as Lexington's location for Early Voting for the November State Election to include one late night, Thursday, November 1, 2018. It has come the Town Clerk's attention the 11/1/18 date conflicts with concert scheduled in Battin Hall.

The Clerk has proposed to amend the one late night during Early Voting to now be Wednesday October 24th. Voting on this night would be available until 8:00 p.m.

### **SUGGESTED MOTION:**

Move to amend the late night during early voting at Cary Memorial Building for the November Election to now occur on Wednesday, October 24, 2018 from 8:30 a.m. to 8:00 p.m.

### **FOLLOW-UP:**

Town Clerk's Office

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018                      9:20 p.m.

### **ATTACHMENTS:**

Description	Type
Amendment to Early Voting Hours	Backup Material



RECEIVED  
SEP 13, 2018  
SELECTMEN

## *Town of Lexington*

Nathalie L. Rice, Town Clerk  
[nrice@lexingtonma.gov](mailto:nrice@lexingtonma.gov)

Phone: 781-698-4558  
fax: 781-861-2754

Memo: Suzanne Barry, Chair, Board of Selectmen  
Kelly Axtell, Acting Town Manager  
From: Nadie Rice, Town Clerk  
Date: September 12, 2018  
RE: Amended Early Voting Hours

At its meeting of August 27, 2018, the Board of Selectmen designated the Cary Memorial Building, located at 1605 Massachusetts Avenue as Lexington's alternate location for Early Voting for the November State Election. We discussed having one late night, Thursday, November 1, 2018, but I have since learned that there is a concert in Battin Hall that evening.

As an alternative, I propose that we designate the one night of Early Voting for Wednesday October 24<sup>th</sup>. Voting on this night would be available until 8pm.

Thank you for your consideration of this amendment to the Early Voting hours.

Nadie Rice

# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

Selectmen - Committee Appointments/Reappointments/Resignation (5 min.)

### **PRESENTER:**

### **ITEM NUMBER:**

I.13

### **SUMMARY:**

#### **Appointments**

- Human Rights Committee

- Mona Roy

Ad Hoc Ch. 447 Revisions Study Committee

- Norman Cohen
- Fred Johnson

2020 Vision Committee

- Nancy Corcoran-Ronchetti \*appointment as recommended by Planning Board

#### **Re-appointments**

- Economic Development Committee

- Frederick DeAngelis
- Lawrence Smith
- Sigmar Tullman

Lexington Center Committee

- Peter Siy
- Richard Brown

Human Services

- Eleanor Elkin

#### **Resignations**

- Human Rights Committee

- Bhumi Khasnabish

Policy Manual Committee

- Deborah Brown

### **SUGGESTED MOTION:**

Motion to Appoint Mona Roy to the Human Rights Committee to a term to expire September 30, 2020.

Motion to Appoint Norman Cohen and Fred Johnson to the Ad Hoc Ch. 447 Revisions Study Committee

Motion to Appoint Nancy Corcoran-Ronchetti as a member of the 2020 Vision Committee representing the Planning Board for a term to expire September 30, 2021.

Motion to Reappoint the following:

Economic Development Committee

- Frederick DeAngelis term to expires September 30, 2021
- Lawrence Smith term to expires September 30, 2021
- Sigmar Tullman term to expires September 30, 2021

Lexington Center Committee

- Peter Siy term to expires September 30, 2021
- Richard Brown term to expires September 30, 2021

Human Services

- Eleanor Elkin term to expire September 30, 2021

Move to accept the following resignations:

- Bhumip Khasnabish from the Human Rights Committee
- Deborah Brown from the Policy Manual Committee

### **FOLLOW-UP:**

Selectmen's Office

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

9:25 p.m.

### **ATTACHMENTS:**

Description	Type
❏ HRC - Roy	Backup Material
❏ Resignation - HRC - Khasnabish	Backup Material

📁	Ch. 447 - Johnson	Backup Material
📁	Ch. 447 - Cohen	Backup Material
📁	Resignation - Policy Manual Comm. - Brown	Backup Material



APPLICATION FOR APPOINTMENT  
FOR BOARD/COMMITTEE MEMBERSHIP

Board/Committee of Interest: 1. Human Rights Committee 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

Would you consider another Committee: \_\_\_\_\_

For how long should we keep your application on file? 1 year

Full Name: Monami Roy Nickname: Mona

Preferred Title (please circle) Mr./Ms./Mrs./Other: Mrs.

Home Address: \_\_\_\_\_ Zip: 02420

Length of Residence in Lexington: Since 1999 -- 18+ years

Occupation: Attorney

Work Address: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Fax 781-998-8333  
Cell \_\_\_\_\_

E-mail: Primary: \_\_\_\_\_ Secondary: \_\_\_\_\_

If you currently serve on a Board or Committee, please identify: SEPAC, Community Coalition,

Special Training, Interests, Qualifications: Attorney, special education parent, interest in social justice issues

Have you been asked by a Committee to become a member? \_\_\_\_\_

How did you hear about the Committee? I attend their meetings and I am interested in the issues

Please attach a current resume, if possible. Add any comments below or on a separate page.

Signature:  Date: 5/1/18

**From:** B. Khasnabish  
**To:** [selectmen"s](#)  
**Cc:** [Lexington Human Rights Committee](#); [Neerja Bajaj](#)  
**Subject:** Re. discontinuing membership in Lex. HRC  
**Date:** Friday, September 7, 2018 12:57:20 AM

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Hello,

With this email, I am requesting to discontinue my membership in Human Rights Committee of Lexington, MA.

I trust that the Board of Selectmen and the chair of the Human Rights Committee will fill my seat with another member from the Indian community.

I plan to continue participating in the annual Patriot Day Parade in April and volunteering to work the LHRC Table during the Discovery Day activities in May.

Thanks a lot.

Best.

Bhumip



APPLICATION FOR APPOINTMENT  
FOR BOARD/COMMITTEE MEMBERSHIP



Board/Committee of Interest: 1. Ad Hoc Ch. 447 Revisions Study Committee 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

Would you consider another Committee: already serve

For how long should we keep your application on file? indefinitely

Full Name: Frederic S Johnson Nickname: Fred

Preferred Title (please circle) (Mr.) / Ms. / Mrs. / Other: \_\_\_\_\_

Home Address: \_\_\_\_\_ Zip: 02420

Length of Residence in Lexington: 24 years

Occupation: Retired publishing business manager

Work Address: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Fax \_\_\_\_\_  
Cell \_\_\_\_\_

E-mail: Primary: \_\_\_\_\_ Secondary: \_\_\_\_\_

If you currently serve on a Board or Committee, please identify: Center Committee

Special Training, Interests, Qualifications: \_\_\_\_\_

Have you been asked by a Committee to become a member? yes

How did you hear about the Committee? Email

Please attach a current resume, if possible. Add any comments below or on a separate page.

Signature: [Signature] Date: 8/3/18

**APPLICATION FOR APPOINTMENT  
FOR BOARD/COMMITTEE MEMBERSHIP**



Board/Committee of Interest: 1. HDC Ad Hoc Ch 447 Revisions 2. \_\_\_\_\_  
3. Study Committee 4. \_\_\_\_\_

Would you consider another Committee: No

For how long should we keep your application on file? 2 months

Full Name: Norman P. Cohen Nickname: Norm

Preferred Title (please circle) (Mr./Ms./Mrs./Other: \_\_\_\_\_

Home Address: \_\_\_\_\_ Zip: 02421

Length of Residence in Lexington: 52 yrs

Occupation: Lawyer (Ret)

Work Address: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Fax \_\_\_\_\_  
Cell \_\_\_\_\_

E-mail: Primary: \_\_\_\_\_ Secondary: \_\_\_\_\_

If you currently serve on a Board or Committee, please identify: ZBA etc.

Special Training, Interests, Qualifications: Former Town Counsel - Former Selectman

Have you been asked by a Committee to become a member? Yes

How did you hear about the Committee? \_\_\_\_\_

Please attach a current resume, if possible. Add any comments below or on a separate page.

Signature: Norman P. Cohen Date: 9/6/18

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**From:** Deborah Brown

**Sent:** Tuesday, August 28, 2018 12:18 PM

**To:**

**Cc:**

**Subject:** Resignation from Selectmen's Policy Manual Committee

Thank you for the opportunity to serve on the Selectmen's Policy Manual Committee. Unfortunately, due to my work schedule I am no longer able to make daytime meetings so I am resigning effective immediately.

Best,

Deborah  
Brown

# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

Sign and Approve Eagle Scout Congratulation Letter

### **PRESENTER:**

Suzanne Barry, Chair

### **ITEM NUMBER:**

C.1

### **SUMMARY:**

The Board is being asked to sign a commendation letter for Alexander Harris Cohen from Troop 160.

### **SUGGESTED MOTION:**

Motion to send a letter of commendation congratulating Alexander Harris Cohen for attaining the highest rank of Eagle in Boy Scouting.

### **FOLLOW-UP:**

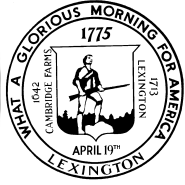
Selectmen's Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

### **ATTACHMENTS:**

Description	Type
☐ Eagle Letter - Cohen	Backup Material



## Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

SUZANNE E. BARRY, CHAIRMAN  
JOSEPH N. PATO  
MICHELLE L. CICCOLO  
DOUGLAS M. LUCENTE  
JILL I. HAI

TEL: (781) 698-4580  
FAX: (781) 863-9468

September 17, 2018

Alexander Harris Cohen

Dear Alexander,

Congratulations on attaining the highest rank in Scouting. We know the trail to Eagle Scout has not always been an easy one and we recognize that you have had to work hard to get this far. Your time in positions of leadership within Troop #160, and the successful completion of your Eagle project, speaks to your dedication.

Being an Eagle is so much more than just another rank. It is a recognition of what you have achieved so far, but of more importance is the implied promise you have made to maintain the ideals of Scouting into your adult life.

We know that your family and fellow Scouts are proud of you and will look to you to be a leader as you continue your journey beyond Eagle.

Again, congratulations and good luck in all your future endeavors.

Sincerely,

Suzanne E. Barry, Chairman

Joseph N. Pato

Michelle L. Ciccolo

Douglas M. Lucente

Jill I. Hai

# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

Sign and Approve Congratulatory Letter - Anne Smiddy

### **PRESENTER:**

Suzanne Barry, Chair

### **ITEM NUMBER:**

C.2

### **SUMMARY:**

The Board is being asked to sign a letter of congratulations to Anne Smiddy for being awarded the Sri Chinmoy Oneness Home Peace Run Torch Bearer Award.

### **SUGGESTED MOTION:**

Move to approve the consent agenda.

### **FOLLOW-UP:**

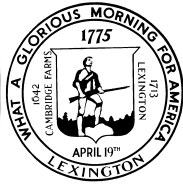
Selectmen's Office

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Sri Chinmoy Oneness-Home Peace Run Torch Bearer Award - Anne Smiddy	Backup Material



## Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

SUZANNE E. BARRY, CHAIRMAN  
JOSEPH N. PATO  
MICHELLE L. CICOLO  
DOUGLAS M. LUCENTE  
JILL I. HAI

TEL: (781) 698-4580  
FAX: (781) 863-9468

September 17, 2018

Ms. Anne Smiddy

Lexington, MA 02421

Dear Ms. Smiddy,

Congratulations on receiving the Sri Chinmoy Oneness-Home Peace Run Torch Bearer Award. Your dedication to peace for the world and your work in writing the *Growing Up with War in the Netherlands* has been important to furthering the cause of the Sri Chinmoy Peace Run. The Board recognizes and thanks you for your efforts to bring peace to your corner of the world.

We know that your family and community are proud of you and will look to you to be a leader in the progress for world peace.

Again, our sincerest congratulations.

Sincerely,

Suzanne E. Barry, Chairman

Joseph N. Pato

Michelle L. Ciccolo

Douglas M. Lucente

Jill I. Hai

# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

Approve One-Day Liquor Licenses

### **PRESENTER:**

Suzanne Barry, Chair

### **ITEM NUMBER:**

C.3

### **SUMMARY:**

The Czech and Slovak Association has requested to modify the event location on their One-Day Liquor License previously approved at the July 23, 2018 Board of Selectmen's meeting to now be held as follows:

- Czech and Slovak Association, Saturday, October 13, 2018, from 5:00 p.m. to 11:00 p.m. for the purpose of their Czech and Slovak Harvest Festival being held at St. Brigid's Keilty Hall 1981 Massachusetts Ave.

Sacred Heart Church has requested a One-Day Liquor License to serve beer and wine at their 'Spaghetti Dinner' event being held on Saturday, October 13, 2018 from 4:00 p.m. to 10:00 p.m. at Sacred Heart Church, 718 Massachusetts Avenue.

### **SUGGESTED MOTION:**

Move to approve consent.

### **FOLLOW-UP:**

Selectmen's Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

### **ATTACHMENTS:**

Description	Type
☐ Czech and Slovak Association - request to Amend 1-day LL	Backup Material
☐ 1-Day LL - Sacred Heart Church	Backup Material





**From:** Estera Mlch  
**To:** [Kim Katzenback](#)  
**Subject:** Re: copy of approved- one day Liquor License  
**Date:** Tuesday, September 11, 2018 9:41:23 PM

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Dear Kim. We have received one day liquor license for our event on October 13, 2018. Thank you very much.

Mr. Bernard Lannquist from the church has changed the location of our event from Sacred Heart Church to St. Brigit Church, 1995 Massachusetts Ave, Lexington. Please let me know if the location can we changed on our one day liquor license.

Best. Estera Mlch

Czech and Slovak Association, Inc.

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**TOWN OF LEXINGTON  
SELECTMEN'S OFFICE**



**APPLICATION FOR  
ONE-DAY LIQUOR LICENSE**

The Board of Selectmen issues one-day liquor licenses to for-profit and non-profit organizations that serve liquor and charge either a cover charge or for each drink. Please fill in this form completely and return to the Selectmen's Office along with a check for \$25.00 made payable to the Town of Lexington.

BUSINESS/FUNDRAISING ORGANIZATION: SACRED HEART CHURCH

CONTACT NAME AND NUMBER: Bernard Launquist

ADDRESS FOR MAILING: \_\_\_\_\_

EMAIL ADDRESS: bernard.launquist@lexingtoncatholic.org

TITLE/PURPOSE OF EVENT: Spaghetti Dinner

LOCATION AND ADDRESS: 718 MASS AVE - Sacred Heart Parish

DATE OF FUNCTION: OCT 13, 2018

TIMES OF FUNCTION: 4 PM - 10 PM

TYPE OF LIQUOR TO BE SERVED: Wine + Beer

DATE AND TIME WHEN LIQUOR DELIVERED: OCT. 13, 2018 12 NOON

DATE AND TIME WHEN LIQUOR REMOVED: OCT <sup>13</sup>~~12~~, 2018, 10:30 PM

ADDITIONAL INFORMATION: \_\_\_\_\_

Bert Launquist  
Authorized Signature

\_\_\_\_\_  
Federal Identification No. or

\_\_\_\_\_  
Social Security Number

# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

Water & Sewer Adjustment

### **PRESENTER:**

Suzanne Barry, Chair

### **ITEM NUMBER:**

C.4

### **SUMMARY:**

Adjustments to Water/Sewer as recommended by WSAB August 9, 2018 (\$19,604.72)

### **SUGGESTED MOTION:**

Motion to approve the Adjustments to Water/Sewer as recommended by WSAB August 9, 2018 (\$19,604.72).

### **FOLLOW-UP:**

Treasurer/Collector

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/17/2018

### **ATTACHMENTS:**

Description	Type
☐ WSAB 9-17-18	Backup Material



**FY2019**  
**ADJUSTMENTS TO WATER/ SEWER**  
**AS RECOMMENDED BY THE WATER AND SEWER ABATEMENT BOARD**  
**PAGE 1 OF 2**  
**WSAB AUGUST 9, 2018 BOS SEPTEMBER 17, 2018**

ACCOUNT	NBR	STREET	WATER	SEWER	TOTAL	BILL	YEAR	NOTES
0300947600	15	Benjamin Road	\$ (776.92)	\$ (2,217.45)	\$ (2,994.37)	902275	2018	Leaking toilet
0101017200	56	Blossomcrest Road	\$ (135.94)	\$ (194.53)	\$ (330.47)	889209	2018	
0100035600	32	Cliffe Avenue	\$ (172.96)	\$ (318.28)	\$ (491.24)	884745	2018	
0300803000	5	Cushing Street	\$ 12.20	\$ (311.95)	\$ (299.75)	896669	2018	
0100101800	29	Fairlawn Avenue DOM	\$ (28.89)	\$ -	\$ (28.89)	884788	2018	
0100101802	29	Fairlawn Avenue IRR	\$ (1,122.74)		\$ (1,122.74)	886077	2018	Duplicate bill after final reading
0200518500	1	Frost Road DOM	\$ -	\$ -	\$ -	906961	2018	No bill adjustment- waive interst
0200518502	1	Frost Road IRR	\$ -	\$ -	\$ -	906962	2018	No bill adjustment- waive interst
0200397200	17	Fuller Road	\$ (507.40)	\$ (1,432.66)	\$ (1,940.06)	905336	2018	Leaking toilet
0100304502	43	Golden Avenue	\$ -	\$ -	\$ -	903495	2018	No bill adjustment- waive interst
0100304500	43	Golden Avenue	\$ -	\$ -	\$ -	903494	2018	No bill adjustment- waive interst
0200527400	30	Grant Street	\$ -	\$ -	\$ -	907077	2018	No bill adjustment- waive interst
0300625702	18	Hastings Road	\$ (576.25)	\$ -	\$ (576.25)	909076	2018	
0100212800	72	Kendall Road	\$ (122.81)	\$ (188.94)	\$ (311.75)	902345	2018	
0200504702	559	Lowell Street	\$ -	\$ -	\$ -	862616	2017	No bill adjustment- waive interst
0300877000	526	Marrett Road	\$ (769.76)	\$ (1,690.24)	\$ (2,460.00)	868158	2017	Overestimated usage when unable to reach meter for manual read
0200395100	87	North Hancock Street	\$ (62.24)	\$ (109.76)	\$ (172.00)	905309	2018	
0100147900	40	Oak Street	\$ (64.35)	\$ (135.19)	\$ (199.54)	871858/886686	2017/2018	
0100148000	50	Oak Street	\$ (90.40)	\$ (219.02)	\$ (309.42)	871869/886687	2017/2018	
0200574202	27	Oakland Street	\$ (1,122.74)	\$ -	\$ (1,122.74)	893058	2018	Overestimated usage when unable to reach meter for manual read
0200574200	27	Oakland Street	\$ (105.03)	\$ (185.22)	\$ (290.25)	893057	2018	
0300834400	13	Partridge Road	\$ (832.85)	\$ (1,681.40)	\$ (2,514.25)	897069/911753	2018	Estimation error
0100269400	106	Potter Pond	\$ (38.90)	\$ (68.60)	\$ (107.50)	903029	2018	
0100176600	4	Robbins Road	\$ (133.36)	\$ (355.94)	\$ (489.30)	901846	2018	Leaking toilet
0200345500	39	Sherburne Road	\$ -	\$ -	\$ -	875076	2018	No bill adjustment- waive interst
0200345502	39	Sherburne Road	\$ -	\$ -	\$ -	875077	2018	No bill adjustment- waive interst
0200330000	8	Slocum Road	\$ (116.56)	\$ (212.04)	\$ (328.60)	874831	2017	
0206907702	20	Victory Garden Way	\$ (1,622.59)	\$ -	\$ (1,622.59)	889291	2018	Duplicate bill after final reading

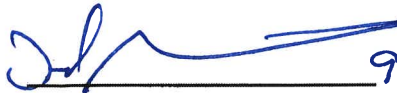


**ADJUSTMENTS TO WATER/ SEWER**  
**AS RECOMMENDED BY THE WATER AND SEWER ABATEMENT BOARD**  
**PAGE 2 OF 2**  
**WSAB AUGUST 9, 2018 BOS SEPTEMBER 17, 2018**

0200346000	9	Vine Brook Road	\$ (385.23)	\$ (904.92)	\$ (1,290.15)	860546/875085/889924/904661	2017/2018	Overestimated usage when unable to reach meter for manual read
0200346002	9	Vine Brook Road	\$ (474.00)	\$ -	\$ (474.00)	860547/875086/889925/904662	2017/2018	Overestimated usage when unable to reach meter for manual read
0200348100	20	Walham Street	\$ (3,234.10)	\$ (7,308.40)	\$ (10,542.50)	904690	2018	Overestimated usage when unable to reach meter for manual read
0200348602	52	Walham Street	\$ (769.00)	\$ -	\$ (769.00)	889959	2018	
0200469200	131	Woburn Street	\$ (208.16)	\$ (400.31)	\$ (608.47)	818572/847479/881561	2015/2016/2017	
0200485802	450	Woburn Street	\$ -	\$ -	\$ -	862362	2017	No bill adjustment- waive interest
0200612900	80	Worthen Road	\$ -	\$ (143.06)	\$ (143.06)	864808	2017	
0100207900	125	Worthen Road	\$ 2,783.75	\$ 9,150.42	\$ 11,934.17	858194/872711/887540/902275	2017/2018	Underestimated usage when unable to reach meter for manual read
0100271100	229	Worthen Road East	\$ -	\$ -	\$ -	858955	2017	No bill adjustment- waive interest
0100271102	229	Worthen Road East	\$ -	\$ -	\$ -	858956	2017	No bill adjustment- waive interest
<b>Total</b>			<b>-\$10,677.23</b>	<b>-\$8,927.49</b>	<b>-\$19,604.72</b>			

It is the recommendation of the Water and Sewer Abatement Board that the Town Collector be authorized to waive interest that has accrued on the bills included herein, unless stated here otherwise, from the due date of the bill until 30 calendar days after the date of written notification to applicant of the Selectmen's action.

<b>WATER</b>	<b>SEWER</b>	<b>TOTAL</b>
<b>(\$10,677.23)</b>	<b>(\$8,927.49)</b>	<b>(\$19,604.72)</b>

 9-17-18

DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN 9/17/18