

SELECT BOARD MEETING

Monday, April 7, 2025

Select Board Meeting Room, 1625 Massachusetts Avenue, Lexington, MA 02420 - Hybrid Participation*
6:00 PM

AGENDA

EXECUTIVE SESSION

1. Exemption 3: Collective Bargaining - To discuss strategy with respect to collective bargaining (LMEA, LMMA, Fire, Police Superior)

CONSENT AGENDA

1. Approve Select Board Committee Appointments
 - Battle Road Scenic Byway Committee - Rahul Sen
 - Communication Advisory Committee - Sreeni Chippada
 - Greenways Corridor Committee - David Frohman, Emilie Webster
 - Lexington Human Rights Committee - Hafsah Syed, Mamata Banerjee
 - Town Celebrations Committee - Elizabeth Wenrong Xu
 - Town Report Committee - Ragan Robertson
2. Approve and Sign Proclamations
 - Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month: May
 - Mental Health Month: May
 - National Public Works Week: May 18-24, 2025
 - National Police Week/Peace Officers Memorial Day: May 11-17, 2025 & May 15, 2025
3. Approve Common Carrier License
 - Boston Hidden Gems, Inc
4. Approve and Sign Local Initiative Program (LIP) Application for Local Action Units at 17 Hartwell Ave

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Revision - PARC Restaurant Group Lex, LLC DBA Post 1917 Restaurant All Alcohol Liquor License Application 6:41pm
2. Accept Walking Trail Easement for Fairland Commons 6:45pm
3. 2025 Annual Town Meeting - Select Board Article Discussion and Positions 6:50pm
 - Update on 2025 ATM Article 34

ADJOURN

1. Anticipated Adjournment 7:05pm

Meeting Packet: <https://lexington.novusagenda.com/agendapublic/>

*Members of the public can attend the meeting from their computer or tablet by clicking on the following link at the time of the meeting:

<https://lexingtonma.zoom.us/j/82013535294?pwd=mGvKYC9PHOT8ByUHHa0a18jNRhRXpf.1>

iPhone one-tap: +13017158592,,82013535294#,,, *848540#

Phone +1 646 876 9923

Meeting ID: 820 1353 5294

Passcode: 848540

An Act Relative to Extending Certain State of Emergency

Accommodations: <https://www.mass.gov/the-open-meeting-law>

The next regularly scheduled meeting of the Select Board will be held on Wednesday, April 9, 2025 via hybrid participation.

Hearing Assistance Devices Available on Request

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



AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Exemption 3: Collective Bargaining - To discuss strategy with respect to collective bargaining (LMEA, LMMA, Fire, Police Superior)

PRESENTER:

Board Discussion

ITEM NUMBER:

E.1

SUMMARY:

Category: Informing

SUGGESTED MOTION:

Move that the Select Board go into Executive Session under Exemption 3 to To discuss strategy with respect to collective bargaining for the Lexington Municipal Employees Association, Lexington Municipal Management Association, Fire Department, and the Police Superior Unions, and to reconvene in Open Session. Further, as Chair, I declare that an open meeting discussion may have a detrimental effect on the bargaining and litigating position of the Town.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

4/7/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Select Board Committee Appointments

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.1

SUMMARY:

Category: Decision-making

The Select Board is being asked to appoint members, as identified on the list below, to fill vacancies on the following committees. Term expiration dates for each appointee are noted:

- **Battle Road Scenic Byway Committee** – Rahul Sen (term expires September 30, 2025)
- **Communication Advisory Committee** – Sreeni Chippada (term expires September 30, 2027)
- **Greenways Corridor Committee**
 - David Frohman, Full Member (term expires September 30, 2025)
 - Emilie Webster, Non-voting Member (term expires September 30, 2027)
- **Lexington Human Rights Committee**
 - Hafsah Syed (term expires September 30, 2026)
 - Mamata Banerjee (term expires September 30, 2027)
- **Town Celebrations Committee** – Elizabeth Wenrong Xu (term expires June 30, 2027)
- **Town Report Committee** – Ragan Robertson (term expires September 30, 2025)

SUGGESTED MOTION:

To appoint the committee members with terms as indicated in the attached list titled "Select Board Committee Appointments - February Recruitment, 2025".

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

4/7/2025

ATTACHMENTS:

| Description | Type |
|--|-----------------|
| ☐ Battle Road Scenic Byway Committee - Rahul Sen 02.28.25_Redacted | Backup Material |
| ☐ Communications Advisory Committee - Sreeni Chippada 02.28.25_Redacted | Backup Material |
| ☐ Greenways Corridor Committee - David Frohman 03.01.25_Redacted | Backup Material |
| ☐ Greenways Corridor Committee - Emilie Webster 02.19.25_Redacted | Backup Material |
| ☐ Lex Human Rights Committee - Hafsah Syed_Redacted | Backup Material |
| ☐ Lex Human Rights Committee -Mamata Banerjee_Redacted | Backup Material |
| ☐ Town Celebrations Committee - Elizabeth Wenrong Xu 12.20.24_Redacted_Redacted | Backup Material |
| ☐ Town Report Committee - Ragan Robertson 02.21.25_Redacted | Backup Material |
| ☐ Select Board Committee Appointments - February Recruitment, 2025 | Cover Memo |

Application Form

Profile

Attendance to a regularly scheduled meeting of the board or committee of interest is strongly encouraged when considering applying for membership. All committee meetings are open to the public and are posted at least 48 hours in advance of the meeting in our www.lexingtonma.gov/calendar.

If you are appointed to the board or committee for which you have applied, information from this application will be used to contact you regarding your appointment from the appointing authority as well as the Town Clerk's Office. Please do not offer information on this application you would prefer we not use.

Applications will be kept on file and considered as vacancies occur for up to one year unless otherwise noted.

If you have any questions or need more information regarding the completion of the application, please contact either the Select Board Office at 781-698-4580 or the Town Manager's Office at 781-698-4540.

Rahul

First Name

Sen

Last Name

Middle
Initial

Nickname

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)

@hotmail.com

Email Address

Alternate Email Address (Optional)

Rd

Home Address

Suite or Apt

Lexington

City

MA

State

02420

Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

19 years

What Precinct do you live in?

Precinct 7

Mobile: (978)

Primary Phone

Alternate Phone

Employer

Job Title

Rahul Sen

Work Address

Rd

Which Boards would you like to apply for?

Battle Road Scenic Byway Committee: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

Upload a Resume

Why are you interested in serving on a board or commission?

How did you hear about the board or commission for which you are applying?

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

Conflict of Interest Law Training Certificate

Application Form**Profile**

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Sreeni

First Name

Chippada

Last Name

Middle
Initial**Nickname****Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)**

@gmail.com

Email Address

Alternate Email Address (Optional)

Rd

Home Address

Suite or Apt

Lexington

City

MA

State

02421

Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

18

What Precinct do you live in? Precinct 4

Mobile: (508)

Primary Phone

Alternate Phone

Employer

Sr. Manager

Job Title

Sreeni Chippada

Work Address

Which Boards would you like to apply for?

Communications Advisory Committee: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

None related to the committees I am interested in

[Upload a Resume](#)

Why are you interested in serving on a board or commission?

I submitted the Citizen Petition "Authorize Home Rule Petition for Special Legislation — Establishing the Election of Town Offices Using Ranked Choice Voting (Citizens' Petition)" to the 2023 Special Town Meeting. Groups like LWV, LDTC and TMMs given me the opportunity to present RCV system and clarify the questions on several scenarios. Since then I have been in touch with the happenings in the town and have greater appreciation for how the town is run by volunteers. Also our kids have grown and moved out and I have relatively more time on my hands now. I am doer and problem solver. I like an opportunity to my part and serve the town.

How did you hear about the board or commission for which you are applying?

Heard from TMM Bob Avallone

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

Conflict of Interest Law Training Certificate

Application Form**Profile**

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David _____ M _____ Frohman _____
 First Name Middle Initial Last Name

Nickname**Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)**

Mr.

_____ @gmail.com
 Email Address

Alternate Email Address (Optional)

_____ Rd _____ Suite or Apt
 Home Address
 Lexington MA 02420
 City State Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

31

What Precinct do you live in? Precinct 5

Home: (781) _____ Mobile: (617) _____
 Primary Phone Alternate Phone

Employer

Sr. Business Analyst

Job Title

Work Address

Which Boards would you like to apply for?

Greenways Corridor Committee: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

I'm a long time resident of Lexington (growing up through LHS) and returning with my family. ACROSS experience: I completed ACROSS Lexington during Covid with my family, we really enjoyed the experience and exploration of the town. Despite growing up here, I still explored areas I hadn't known previously. We started in July, 2020 and finished June, 2021. It was the 39.7 mile version back then (A-M, but no I). We also did path N in March of 2022. Lexington experience: I grew up in Lexington (Fiske, Diamond, LHS) and moved back with my family. Lexington Stewards experience: I've worked with Holly various times and other conservation projects in town. Scout experience: father of an Eagle scout and a current Life scout, working on conservation projects, Eagle projects, and hikes in town and out of town Walking experience: I'm a walker to clear my head and work out life's complexities - I often look for excuses to walk year round.

[Upload a Resume](#)

Why are you interested in serving on a board or commission?

I really enjoyed the ACROSS Lexington paths with my family and would like to enhance that for others and give back to the town that I've called home for so long. Getting another excuse to enjoy the paths is a plus too! My discussion with Keith Ohmart in February, 2025 reinforced my interest.

How did you hear about the board or commission for which you are applying?

I heard about the committee through a number of methods - from walking the paths of town, from Daisy Liu (current committee member), an email from Keith Ohmart mentioning the committee, and emails from the town publicizing the openings on committees. I will be attending the meeting on 3/13 as a guest as Keith suggested.

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

Conflict of Interest Law Training Certificate

Application Form

Profile

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Emilie

First Name

Webster

Last Name

Middle
Initial

Nickname

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)

.com

Email Address

Alternate Email Address (Optional)

Ave

Home Address

Suite or Apt

Lexington

City

MA

State

02421

Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

Since 2012

What Precinct do you live in?

Precinct 2

Mobile: (617)

Primary Phone

Alternate Phone

Employer

Job Title

Emilie Webster

Work Address

Which Boards would you like to apply for?

Greenways Corridor Committee: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

Town resident using on a daily/weekly basis the conservation and Greenway areas and recreation facilities and activities. Also have kids spanning elementary through high school that make use of the recreational activities

Upload a Resume

Why are you interested in serving on a board or commission?

To better serve the community in areas that I have interest

How did you hear about the board or commission for which you are applying?

I am a current Town Meeting member and am aware of vacancies

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

None

Conflict of Interest Law Training Certificate

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Hafsah

First Name

syed

Last Name

Middle
Initial**Nickname****Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)**

gmail.com

Email Address

Alternate Email Address (Optional)

@gmail.com

Home Address

pl

Suite or Apt

Lexington

City

MA

State

02420

Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)**What Precinct do you live in?** Precinct 1

Mobile: (617)

Primary Phone

Alternate Phone

Nonpro
ton

Employer

Board Member

Job Title

Hafsah syed

Work Address

Which Boards would you like to apply for?

Lexington Human Rights Committee: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

My professional background has equipped me with skills that directly align with the Commission's work, including: - Strategic Communication & Advocacy - I have led campaigns that amplify marginalized voices and foster inclusive conversations. - Community Leadership & Engagement - As a nonprofit professional and PTO president, I have built relationships, organized initiatives, and worked to create meaningful community connections. - Crisis Management & Mediation - I have experience navigating sensitive conversations, handling difficult topics with diplomacy, and ensuring diverse perspectives are heard and valued. - Diversity, Equity & Inclusion (DEI) Work - I have actively participated in conversations and initiatives around equity in education and community affairs, including my involvement in the PPC group (Permanent Policy Committee).

[Upload a Resume](#)

Why are you interested in serving on a board or commission?

I was introduced to the Lexington Human Rights Commission by Dr. Julie Hackett, who encouraged me to explore this opportunity. She connected me with Christina, with whom I had the chance to discuss the Commission's impact on our community. Through these conversations, I have come to deeply appreciate the remarkable work being done to protect, promote, and advance human rights in our town. I believe that serving on this Commission would allow me to contribute meaningfully by bringing my communication expertise, leadership experience, and commitment to equity to the table. I want to be part of a team that ensures Lexington remains a place where all voices are heard, all residents feel valued, and systemic barriers are addressed with intention and care.

How did you hear about the board or commission for which you are applying?

Dr. Julie Hackett recommended that I consider applying for this Commission based on our interactions in the PPC group. She recognized my dedication to community engagement, advocacy, and equity, and believed that my skills and experience would be an asset to the Commission.

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

Conflict of Interest Law Training Certificate

Application Form**Profile**

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Mamata

First Name

Banerjee

Last Name

Middle
Initial**Nickname****Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)**

Ms.

@gmail.com

Email Address

Alternate Email Address (Optional)

Rd

Home Address

Suite or Apt

Lexington

City

MA

State

02420

Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

8

What Precinct do you live in? Precinct 7

Mobile: (408)

Primary Phone

Alternate Phone

Special ED Instructional
Assistant

Employer

Job Title

Work Address

Which Boards would you like to apply for?

Lexington Human Rights Committee: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

I am a proud Lexington resident and would love to be involved in my town's committees. The committees that I chose are all very dear to me and I am dedicated to serving the Human Rights Committee because I believe that I will bring a fresh perspective being an Indian American of Lexington, I could listen and learn from the diverse communities of Lexington including my community. Lex250 commission I would love to join because I am already one of the most happy volunteers for them. I am super excited to make this huge celebration a successful event with all my support and dedication.

Upload a Resume

Why are you interested in serving on a board or commission?

I am interested in serving the Human Rights Committee because I care for everyone in this town. I would love to listen patiently and do everything in my capacity to support any cause with my team. I have been attending and participating every year in MLK Jr service at Grace Chapel and I see the dedicated team from the HR committee and how hard they all work to make that event a successful event. I would love to be an integral part of it and join the team to act on some duties and not just go there as an attendee. The other commission that I am interested in is the Lex250 commission. This is something like my dream come true event! I am counting the days to the celebration and am all ready to support this glorious event for every Lexington resident. It is my dream to be a part of this commission.

How did you hear about the board or commission for which you are applying?

I heard about this commission from Ashley Rooney. Ashley is a dear friend and we work closely on Lex250 events. We worked together as volunteers on Parker's Prelude and she mentioned this opportunity. I also am in regular touch with Mona Roy who is a dear friend of mine and a neighbor. I am inspired by her dedication to the variety of causes for this town.

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

Jan, 2025

Conflict of Interest Law Training Certificate

Application Form

Profile

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Elizabeth

First Name

Wenrong Xu

Middle
Initial

Last Name

Nickname

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)

@gmail.com

Email Address

Alternate Email Address (Optional)

@yahoo.com

Rd

Home Address

Suite or Apt

Lexington

City

MA

State

02421

Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

17 years

What Precinct do you live in?

Precinct 4

Home: (781)

Primary Phone

Home: (508)

Alternate Phone

Elizabeth Wenrong Xu

Employer

architect

Job Title

Work Address

Which Boards would you like to apply for?

Town Celebrations Committee: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

been in LCA and TC for a couple of years. Experience in different scales of celebration events as Chairperson, coordinator, and volunteers.

[resume_elizabeth_all.docx](#)

Upload a Resume

Why are you interested in serving on a board or commission?

I enjoy working with people and promote the community value.

How did you hear about the board or commission for which you are applying?

I hear about the board from CAAL and have worked with TCC members before. And as Lex250 is coming, it would be exciting to work with TCC.

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

09/26/2024

Conflict of Interest Law Training Certificate

Elizabeth Wenrong Xu

Application Form

Profile

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Ragan

First Name

Robertson

Last Name

Middle
Initial

Nickname

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)

@gmail.com

Email Address

Alternate Email Address (Optional)

@gmail.com

St

Home Address

Suite or Apt

Lexington

City

MA

State

02421

Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

4

What Precinct do you live in?

Precinct 9

Home: (917)

Primary Phone

Home: (917)

Alternate Phone

Employer

Job Title

Work Address

(Fully Remote)

Which Boards would you like to apply for?

Town Report Committee: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

Throughout my career, I have been responsible for creating monthly and annual metrics for several different university technology transfer offices. Annually, I also created the Annual AUTM Licensing Activity Survey, examples of which are found here: <https://autm.net/surveys-and-tools/surveys/licensing-survey/>

Upload a Resume

Why are you interested in serving on a board or commission?

Interested in synthesizing, collecting, and analyzing the data used by our Town and citizens for its various projects. In addition, I am wanting to become more involved in the workings of the Town.

How did you hear about the board or commission for which you are applying?

Town News & Alerts from the Town of Lexington and Town of Lexington website.

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

Conflict of Interest Law Training Certificate

Ragan Robertson

| Board/ Committee Name | Applicant for Appointment | Term Expiration Date | Notes |
|---|---------------------------|----------------------|----------------|
| Battle Road Scenic Byway Committee | Rahul Sen | September 30, 2025 | Unexpired Term |
| Communication Advisory Committee | Sreeni Chippada | September 30, 2027 | |
| Greenway Corridor Committee | David Frohman | September 30, 2025 | Unexpired Term |
| Greenway Corridor Committee (non-voting member) | Emilie Webster | September 30, 2027 | |
| Lexington Human Rights Committee | Hafsah Syed | September 30, 2026 | |
| Lexington Human Rights Committee | Mamata Banerjee | September 30, 2027 | Unexpired Term |
| Town Celebrations Committee | Elizabeth Wenrong Xu | June 30, 2027 | Unexpired Term |
| Town Report Committee | Ragan Robertson | September 30, 2025 | |

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve and Sign Proclamations

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.2

SUMMARY:

Category: Decision-Making

The Select Board is being asked to approve and sign proclamations for the following:

- The Lexington Human Services Department and the Lexington Human Rights Committee are requesting that the Select Board approve and sign a proclamation annually recognizing the month of May as **Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month**
- The Lexington Human Services Department and Lexington Human Rights Committee are requesting that the Select Board approve and sign a proclamation annually recognizing the month of May as **Mental Health Month**. Mental health is an important factor in every individual's overall physical health and emotional well-being. The Town of Lexington strives to highlight the importance of mental health awareness by reducing stigma, providing support, educating the public, and advocating for equal care.

Also Included in the packet as FYI is a copy of the events organized by the Human Services Department in recognition of Mental Health Month.

- The Select Board is being asked to approve and sign a proclamation for **National Public Works Week**, which is being recognized this year from Sunday, May 18, 2025 through Saturday, May 24, 2025. During this week, all citizens are encouraged to join in acknowledging the employees of the Lexington Department of Public Works for their hard work and dedication to the Town.
- **National Police Week** is being celebrated this year from Sunday, May 11, 2025 through Saturday, May 17, 2025 and encourages all citizens to join in recognizing law enforcement officers. **Peace Officers Memorial Day** is celebrated Thursday, May 15, 2025 in honor of law enforcement officers who have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. *This request includes lowering the Battle Green flag on May 15, 2025.*

SUGGESTED MOTION:

To approve and sign proclamations annually recognizing the month of May as Mental Health Month and Asian American, Native Hawaiian, Pacific Islander (AANHPI) Heritage Month

To approve and sign proclamation recognizing National Police Week from Sunday, May 11, 2025 through Saturday, May 17, 2025, with Peace Officers Memorial Day being recognized on Thursday, May 15, 2025 and further approve lowering the Battle Green Flag from sunrise until sunset on Thursday, May 15, 2025 in commemoration of Peace Officers Memorial Day.

To approve and sign proclamation recognizing National Public Works Week from Sunday, May 18, 2025 through Saturday, May 24, 2025.

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

4/7/2025

ATTACHMENTS:

| | Description | Type |
|---|--|-----------------|
| ☐ | Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month Proclamation | Backup Material |
| ☐ | Mental Health Month Proclamation | Backup Material |
| ☐ | Mental Health Month Events MEMO | Backup Material |
| ☐ | National Public Works Week Proclamation | Backup Material |
| ☐ | National Police Week-Peace Officers Memorial Day Proclamation | Backup Material |



Town of Lexington, Massachusetts

SELECT BOARD OFFICE

PROCLAMATION

- Whereas:** Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month is observed during the month of May to recognize the contributions and influence of AANHPI persons as part of the whole history, culture, and achievements of the United States; and
- Whereas:** AANHPI Heritage in the United States was celebrated at least as early as 1978 and was made into a month-long event in 1992; and
- Whereas:** Lexington is proud to be home to a large AANHPI population that contributes greatly to the prosperity and enrichment of our community; and
- Whereas:** during AANHPI Heritage Month, we acknowledge AANHPI persons have lived and worked in the United States for more than 200 years, and have made significant contributions to all facets of the United States such as economy, culture, education, politics, arts, law enforcement, military, literature, science, and technological developments despite institutional and systemic injustices designed to silence and cover up these achievements and contributions; and
- Whereas:** during AANHPI Heritage Month, we acknowledge the additional determination, hard work, and perseverance AANHPI persons must put forth to be heard and seen and that these additional efforts are a result of inequitable institutional and systemic injustices; and
- Whereas:** despite these contributions and leadership, the role of AANHPI persons in the U.S. has been consistently overlooked and undervalued in education including areas such as math, science, literature, and American history; and
- Whereas:** we celebrate the achievements and contributions of AANHPI persons that enrich our history, society, and culture, we must also acknowledge a darker aspect of the AANHPI experience in America, which includes painful stereotypes, structural discrimination, injustices, and periods of hate and violence. These actions come at the cost of the mental health of the AANHPI community and distorts the larger community's ability to recognize the humanity in us all; and
- Whereas:** the AANHPI communities are among the fastest growing populations in Lexington; and
- Whereas:** AANHPI communities in Lexington have shared their rich culture and traditions while representing their communities through public service and advocacy; and
- Whereas:** diversity represents one of our greatest strengths, and by recognizing the contributions and accomplishments of AANHPI persons, our town will put our values of inclusion into practice to build a brighter future for all of our residents; and
- Whereas:** Lexington is committed to providing comprehensive support to ensure that Lexington is equitable and welcoming to all people; and
- Whereas:** each of us has a personal responsibility to prevent the spread of misinformation, stereotypes, condemn violent acts in any form, support all fellow community members, and reject stigma, hate, and bias in all its forms; and
- Whereas:** Lexington is proud to celebrate AANHPI Heritage Month, and commemorate the essential contributions, sacrifices, and accomplishments that the AANHPI communities have made.

NOW, THEREFORE, WE, THE SELECT BOARD of the Town of Lexington, Massachusetts, do hereby proclaim the month of May to be annually recognized as

AANHPI Heritage Month

in the Town of Lexington. We call this observance to the attention of all our residents with the support of the Lexington Human Services Department and the Lexington Human Rights Committee.

IN WITNESS WHEREOF, we have set our hands and caused the seal of Lexington to be affixed herewith on the 7th of April, 2025.

DOUGLAS M. LUCENTE, CHAIR

JILL I. HAI

JOSEPH N. PATO

MARK D. SANDEEN

VINEETA A. KUMAR



Town of Lexington, Massachusetts

SELECT BOARD OFFICE

PROCLAMATION

- Whereas:** the mental health of every individual is essential to the emotional and economic prosperity of families, neighborhoods, and businesses in Lexington, Massachusetts; and
- Whereas:** mental health is a key component of every person's overall physical health and emotional well-being; and
- Whereas:** all Lexington residents face challenges that impact their mental health regardless of age, race gender, abilities, ethnicity, sexual orientation, socioeconomic status, or religion; and
- Whereas:** feelings of personal shame and fears of social stigma and discrimination prevent many living with mental illness from seeking help; and
- Whereas:** stigma can be reduced by increasing the awareness of mental illness and available resources for those suffering from mental health conditions; and
- Whereas:** greater public awareness about mental wellness can positively transform attitudes about, and towards, people with mental illness, making it easier for our citizens to seek help; and
- Whereas:** with effective treatment, those individuals with mental health conditions can lead full, productive lives; and
- Whereas:** prevention is an effective way to reduce the burden of mental health conditions; and
- Whereas:** we strive to create a Lexington that supports mental wellness by increasing access to treatment, educating residents about mental wellness and mental illness, and supporting our loved ones as they seek to improve their mental health; and
- Whereas:** there are practical tools that all people can use to improve their mental health and increase resiliency.

NOW, THEREFORE, WE, THE SELECT BOARD of the Town of Lexington, Massachusetts, do hereby proclaim the month of May to be annually recognized as

Mental Health Month

in the Town of Lexington to underscore the importance of mental health, early screening, public education, and advocacy for appropriate and accessible services for all people living with mental health conditions. We call this observance to the attention of all our residents with the support of the Lexington Human Services Department and the Lexington Human Rights Committee.

IN WITNESS WHEREOF, we have set our hands and caused the seal of Lexington to be affixed herewith on the 7th of April, 2025.

DOUGLAS M. LUCENTE, CHAIR

JILL I. HAI

JOSEPH N. PATO

MARK D. SANDEEN

VINEETA A. KUMAR

TO: Select Board
CC: Town Manager, Deputy Town Manager
FROM: Lexington Human Services Department
DATE: April 7, 2025
SUBJECT: Mental Health Month Events – Town Meeting Presentation

Purpose:

This memo outlines the events organized by the **Human Services Department** in recognition of **Mental Health Month**. These activities aim to raise awareness about mental health, provide resources to the community, and foster ongoing support for mental well-being.

Mental Health Month Events Schedule

1. Goat Yoga

- **Description:** Join us for some mindfulness and pet therapy in honor of Mental Health Awareness Month!
- **Date:** May 2, 2025
- **Time:** 10:00 AM-12:00 PM
- **Location:** Lexington Community Center, Upper Field Allee

2. Transit Explorers

- **Description:** The Transit Explorer series will help youth in 6th-12th grade learn how to get around via Lexpress and our local MBTA buses. Learning how to ride transit can increase access and independence!
- **Date:** May 2, 2025
- **Time:** 1:00 PM - 4:00 PM
- **Location:** Lexington Community Center, Room 242

3. QPR: Question, Persuade, Refer Suicide Prevention

- **Description:** You can help save a life. Learn how to recognize the warning signs of suicide and what to do. Join us for Q.P.R./Question Persuade Refer
- **Date:** May 7, 2025
- **Time:** 2:00-3:00 PM
- **Location:** Lexington Community Center Room 237

4. Wellness Celebration with The Northeast Recovery Learning Community

- **Date:** May 8, 2025

- **Time:** 1:00-2:30 PM
- **Location:** Lexington Community Center Room 230 & 232

5. CRG Neurodiversity Event: The Adult Perspective

- **Date:** May 15, 2025
- **Time:** 6:30-8:30 PM
- **Location:** TBD

6. Coping with Change(Ages 60+)

- **Description:** A support group for those 60+ dealing with difficult changes older adults face. We'll discuss a variety of topics, self-help tools & coping skills
- **Date:** May 19, 2025
- **Time:** 2:00-3:00 PM
- **Location:** Lexington Community Center Room 221

7. Make Your Own Friendship Bracelets

- **Description:** Join our Human Services Youth and Family Services Manager, Penny Tsiounis in a friendship bracelet making group Come spend this time meeting new people, or bring your friends! This program is all about building community and socialization. Open to all ages.
- **Date:** May 21, 2025
- **Time:** 2:00-3:00 PM
- **Location:** Lexington Community Center Room 230 & 232

8. Veterans Coffee Social

- **Description:** Attention Veterans and their families: Please join us for coffee, treats and camaraderie on May 22nd at the Lexington Community Center from 10-11:30am. Take some time to get to know your fellow Veterans in the area. This is a great opportunity to swap stories and develop relationships. Veterans Services Director Karen Tyler for Lexington, Bedford and Carlisle will be in attendance, as well as other Human Services Department staff.
- **Date:** May 22, 2025
- **Time:** 10:00 -11:30 AM
- **Location:** Lexington Community Center Lounge/Library

9. How to Be a Better Ally

- **Description:** Join us for an informative session as a part of Parenting with Pride & Be A Better Ally Series on how to support LGBTQ+ people in your life.
- **Date:** May 28, 2025
- **Time:** 5:30-7:00 PM
- **Location:** Lexington Community Center

10. Book Talk and Author Q& A: When Driving Is Not An Option

- **Description:** Non-drivers exist across the life-span and have diverse abilities and include youth, seniors, people with disabilities, people without cars, and those living car-lite. How can we better address their needs, while ensuring our communities work for all? Join us as we discuss the book, When Driving is Not an Option by author Anna Zivarts. Following our discussion, we will have a Question & Answer session with the author!
- **Date:** May 29, 2025
- **Time:** 7:00 PM - 9:00 PM
- **Location:** On Zoom

Conclusion:

The **Human Services Department** is excited to present these important events in recognition of **Mental Health Month**. We encourage the **Select Board** to promote these activities and engage with the community in raising awareness and supporting mental health initiatives. If you have any questions or require additional information, please contact the **Human Services Department** at 781-698-4840.



Town of Lexington, Massachusetts

SELECT BOARD OFFICE

PROCLAMATION

Whereas: the services of the Public Works Department in Lexington are an integral part of the everyday lives of all of its citizens; and

Whereas: the support of the citizens of Lexington is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection and disposal; and

Whereas: the health, safety and comfort of the citizens of Lexington greatly depends on its public works services; and

Whereas: the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works employees; and

Whereas: the efficiency of the qualified and dedicated employees in the public works department is materially influenced by the knowledge that their work is appreciated.

NOW, THEREFORE, WE, THE SELECT BOARD of the Town of Lexington, Massachusetts, do hereby proclaim the week of May 18 to 24, 2025 as

National Public Works Week

in the Town of Lexington and call upon all citizens to join us in recognizing the employees of the Lexington Public Works Department.

IN WITNESS WHEREOF, we have set our hands and caused the seal of Lexington to be affixed herewith on the 7th of April, 2025.

DOUGLAS M. LUCENTE, CHAIR

JILL I. HAI

JOSEPH N. PATO

MARK D. SANDEEN

VINEETA A. KUMAR



Town of Lexington, Massachusetts

SELECT BOARD OFFICE

PROCLAMATION

Whereas: the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which May 15th falls, May 11 to 17, 2025, as National Police Week; and

Whereas: it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of law enforcement agencies and that law enforcement personnel recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas: the 50 officers of the Town of Lexington, Massachusetts Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Lexington and in fiscal year 2024, the officers responded to 15,436 calls for service; and

Whereas: since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty including Lexington Police Officer James J. Hodgdon, III who died on November 4, 1967 at the age of 23 following an automobile accident; and

Whereas: Lexington Police Officer James J. Hodgdon, III name is engraved both on the wall of the National Law Enforcement Officers Memorial in Washington, D.C., and on the Town of Lexington, Massachusetts Police Department Memorial Monument; and

Whereas: the men and women of the Town of Lexington, Massachusetts Police Department provide a vital a public service.

NOW, THEREFORE, WE, THE SELECT BOARD of the Town of Lexington, Massachusetts do hereby proclaim the week of May 11 to 17, 2025 as

National Police Week

in the Town of Lexington, Massachusetts and encourage all citizens to join us in recognizing law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

BE IT FURTHER PROCLAIMED that we call upon all citizens of the Town of Lexington, Massachusetts to observe Thursday, May 15, 2025 as

Peace Officers Memorial Day

and authorize the American Flag on the Lexington Battle Green to be lowered to half-staff as directed by the President of the United States for the day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, we have set our hands and caused the seal of Lexington to be affixed herewith on the 7th of April, 2025.

DOUGLAS M. LUCENTE, CHAIR

JILL I. HAI

JOSEPH N. PATO

MARK D. SANDEEN

VINEETA A. KUMAR

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Common Carrier License

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.3

SUMMARY:

Category: Decision-making

Boston Hidden Gems Inc is requesting approval of a Common Carrier License to operate one vehicle for guided tours themed around Paul Revere's historic ride. The business, managed by Maria Stephens, brings visitors from Boston to Lexington to tour Lexington Battle Green and to visit Buckman Tavern, before continuing on to Concord.

SUGGESTED MOTION:

To approve a Common Carrier License for Boston Hidden Gems Inc to operate one vehicle for guided tours in Lexington, as described, subject to all applicable regulations and approvals.

Move to Approve Consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

4/7/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve and Sign Local Initiative Program (LIP) Application for Local Action Units at 17 Hartwell Ave

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

I.4

SUMMARY:

Category: Decision-making

The Board is being asked to approve and sign the Local Initiative Program (LIP) Application for 17 Hartwell Ave. The Planning Board has approved the proposal from Boston Properties (BP 17 Hartwell LLC) for 312 rental dwelling units in a five-story building and a small retail building at 17 Hartwell Avenue. The project includes 47 dwelling units that will be affordable to households earning 80% of the Area Median Income and eligible for listing on the Town's Subsidized Housing Inventory (SHI). For the 47 affordable units, 2 will be studio units, 21 one bedrooms, 4 one bedrooms with a den, 15 two bedrooms, and 5 three bedrooms. The town is requesting 11 of the units be available for local preference.

SUGGESTED MOTION:

To approve the Local Initiative Program application (LIP) for the Local Action Units located at 17 Hartwell Ave and further to authorize Select Board Chair to sign the LIP application form.

Move to approve the consent

FOLLOW-UP:

Planning Department/Liz Rust

DATE AND APPROXIMATE TIME ON AGENDA:

4/7/2025

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| ☐ Request Memo | Cover Memo |
| ☐ 17 Hartwell Lexington_Local Action Unit Application | Backup Material |



Town of Lexington
PLANNING
DEPARTMENT

1625 Massachusetts Avenue
Lexington, MA 02420
Tel (781) 698-4560

planning@lexingtonma.gov
www.lexingtonma.gov/planning



Abby McCabe, Planning
Director
Meghan McNamara, Assistant
Planning Director
Aaron Koepper, Planner
Carolyn Morrison, Planning
Coordinator

Memorandum

To: Steve Bartha, Town Manager
Doug Lucente, Chair
Select Board Members
Kim Katzenback, Executive Clerk

From: Abby McCabe, Planning Director

Date: March 31, 2025

Re: **Local Initiative Program (LIP) Application for Local Action Units (LAU) for 17 Hartwell Ave.**

Background Summary:

On December 11, 2024, the Planning Board approved the proposal from Boston Properties (BP 17 Hartwell LLC) for 312 rental dwelling units in a five-story building and a small retail building at 17 Hartwell Avenue. The project includes 47 dwelling units that will be affordable to households earning 80% of the Area Median Income and eligible for listing on the Town's Subsidized Housing Inventory (SHI). For the 47 affordable units, 2 will be studio units, 21 one bedrooms, 4 one bedrooms with a den, 15 two bedrooms, and 5 three bedrooms. The town is requesting 11 of the units be available for local preference.

The owner is moving along with this application and a building permit is expected soon. Consistent with the Planning Board's approval, the Applicant has hired SEB Housing, LLC as the certified lottery agent that will manage the affordable housing process. SEB has compiled the enclosed Local Initiative Program (LIP) application for the Local Action Units (LAU) submission to MA Executive Office of Housing and Livable Communities (EOHLC). The affordable units will be regulated under the Local Action Unit program by EOHLC and the Town of Lexington and deed restricted.

Request:

SEB Housing, LLC is requesting the Select Board vote to submit the LIP-LAU application to EOHLC and to have the Chair sign the LIP application form.

Action:

Request the Select Board vote to have the Chair sign the LIP-LAU application tab 2 for submission to EOHLC for 17 Hartwell Avenue.

17 Hartwell
Lexington, MA

Local Initiative Program Application for
Local Action Units

17 Hartwell Lexington, MA

TABLE OF CONTENTS

1. Local Action Unit Application Cover Letter
2. Local Action Unit Application
3. Special Permit Decision
4. Regulatory Agreement (Clean and Redlined Versions)
5. Certificate of Good Standing
6. Affordable Rent Calculation & Utility Allowance Chart
7. Sample Advertisement & Marketing Cover Sheet
8. Information Packet
9. Affordable Unit Application
10. Affirmative Marketing Plan
11. Tenant Selection Plan
12. Affordable Housing Program Lease Addendum
13. Unit Matrix & Floor Plans
14. Local Preference Justification

TAB 1



February 20, 2025

Douglas M. Lucente, Chair of Select Board
1625 Massachusetts Avenue
Lexington, MA 02420

Re: 17 Hartwell Avenue – Lexington, MA - Submission of Local Action Unit Application to the Executive Office of Housing and Livable Communities

Dear Mr. Lucente,

SEB Housing, LLC has been retained by the developers of 17 Hartwell in Lexington. As such, we are assisting our clients and the Town of Lexington in the preparation of the Local Action Unit (LAU) application so that the forty-seven (47) affordable rental units being built within 17 Hartwell will count on the Town's Subsidized Housing Inventory.

In reviewing this package, please note that the affordable unit rental figures and calculations included within may be subject to change. The final materials will include all of the affordable rents as approved by EOHLC and the Town that are current to the time when the affirmative marketing begins.

Please find included in the binder the following:

1. Completed (but unsigned) Local Initiative Program Application for Local Action Units.
2. Documentation of Municipal Action (Major Site Plan Review & Stormwater Permit)
3. Marked-up version of the Regulatory Agreement and Declaration of Restrictive Covenants for the project showing all developer-proposed edits to the EOHLC provided form.
4. All EOHLC required documents that relate to the administration of the affordable units and the lottery process in general including:
 - a. Copy of the Affirmative Marketing Plan
 - b. Tenant Selection Plan (including eligibility requirements)
 - c. Program Application
 - d. Information Packet
 - e. Sample Advertisement

These documents contain all of the affirmative fair marking and EOHLC lottery requirements.

After the Town signs the Application (**Tab 2, Page #2**), we would ask that you email us a signed copy of Tab 2 (send to katharine@sebhousing.com), so that we may provide it to EOHLC.

We are happy to answer any questions you might have on this application or the process in general.

Sincerely,

Katharine Kaplan
SEB Housing, LLC

TAB 2

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Executive Office of Housing and Livable Communities (EOHLC) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than* comprehensive permits; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

The Department shall certify units submitted as Local Action Units if they meet the requirements of 760 CMR 56.00 and the Local Initiative Program Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the EOHLC website at www.mass.gov/EOHLC.

To apply, a community must submit a complete, signed copy of this application to:

**Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114**

**Attention: Alyxandra Sabatino, LIP/HOP Coordinator
Telephone: 617-573-1328
Email: alyxandra.sabatino@mass.gov**

Community Support Narrative, Project Description, and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement. Include in your narrative what elements of green design and sustainable development principles are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health). For more information regarding green design and sustainable development principles see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

17 Hartwell in Lexington will proceed pursuant to a Major Site Plan Review & Stormwater Permit issued by the Lexington Planning Board in 2024. The Permit allows for the development of this community, which shall contain a total of 312 residential units.

The special permit addresses the need for affordable housing within the community by requiring that 47 of the units in the development be set aside at affordable prices to renters "earning no greater than 80% of the Area Median Income".

Finally, the Permit specifies the perpetual nature of the affordable restriction on the affordable units and requires that they be marketed pursuant to an EOHLC-approved affirmative fair housing marketing plan.

Examples of green design and sustainable development at 17 Hartwell include:

- Passive House certified
- LEED Silver
- All-electric residential building
- A bus shelter will be built
- 504 bicycle parking spaces and 408 vehicle parking spaces, including 20 Level2 EV vehicle charging spaces and 163 vehicle spaces designed for future EV

Signatures of Support for the Local Action Units Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: _____

Date: _____

Chair, Local Housing Partnership:

(as applicable)

Signature _____

Print Name: _____

Date: _____

Municipal Contact Information:

Chief Executive Officer/Select Board:

Name: Douglas M. Lucente, Select Board Chair

Address: 1625 Massachusetts Ave, Lexington, MA 02420

Phone: (781) 698-4580

Email: selectboard@lexingtonma.gov

Town Planning Board:

Name: Abigail McCabe, Planning Director

Address: 1625 Massachusetts Avenue, Lexington, MA 02420

Phone: (781) 698-4565

Email: planning@lexingtonma.gov

Town Counsel:

Name: Mina S. Makarious

Address: 50 Milk Street, 21st Floor, Boston, MA 02109

Phone: (617) 621-6525

Email: mina@andersonkreiger.com

Town Manager

Name: Steve Bartha

Address: 1625 Massachusetts Avenue, Lexington, MA 02420

Phone: (781) 698-4540

Email: sbartha@lexingtonma.gov

Chair, Local Housing Partnership (if any):

Lexington Housing Partnership Board
Wendy Manz, Chair
planning@lexingtonma.gov

Community Contact Person:

N/A

The Project: 17 Hartwell, Lexington

| | |
|----------------------|--|
| Developer: | Name: BP 17 Hartwell, LLC |
| | Address: 800 Boylston Street, Suite 1900, Boston, MA 02199 |
| | Email: Chris Carr, ccarr@bxp.com |
| Project Site: | Address: 17 Hartwell Avenue Lexington, MA 02421 |

Is your municipality utilizing any HOME or CDBG funding for this project? Yes _____ No X

Local tax rate per thousand \$12.23 For Fiscal Year 2025

Site Characteristics: proposed or existing buildings by design, ownership type, and size.

| <u>Project Style</u> | <u>Total Number of Units</u> | <u>Number of Units Proposed for Local Action Units Certification</u> |
|-------------------------------|------------------------------|--|
| Detached Single-family house | _____ | _____ |
| Row house/townhouse | _____ | _____ |
| Duplex | _____ | _____ |
| Multifamily house (3+ family) | _____ | _____ |
| Multifamily rental building | <u>312</u> | <u>47</u> |
| Other (please specify) | _____ | _____ |

Unit Composition

| <u>Type of Unit</u> (Condo/Fee Simple/ Rental) | <u># of Units</u> | <u># of BRs</u> | <u># of Baths</u> | <u>Gross Square Feet</u> | <u>Proposed Sales Prices/Rents</u> | <u>Proposed Utility Allowance</u> |
|---|-------------------|-----------------|-------------------|--------------------------|------------------------------------|-----------------------------------|
| Affordable: | 2 | Studio | 1 | 622 | \$2,134 | \$146 |
| | 25 | 1 | 1 | 723-943 | \$2,401 | \$204 |
| | 15 | 2 | 2 | 1,020-1,191 | \$2,627 | \$304 |
| | 5 | 3 | 2 | 1,156-1,200 | \$2,867 | \$389 |
| Market: | 14 | Studio | 1 | 537-622 | \$2,850-\$3,350 | N/A |
| | 141 | 1 | 1 | 678-1,031 | \$3,200-\$4,350 | N/A |
| | 82 | 2 | 2 | 1,014-1,197 | \$4,500-\$5,000 | N/A |
| | 28 | 3 | 2 | 1,156-1,527 | \$5,250-\$6,250 | N/A |
| Total: | 312 | | | | | |

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)

2. Long-Term Use Restrictions (request documents before submission):

For ownership projects, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes, and/or the model deed rider.

For rental projects, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.

For HOME-funded projects, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.

3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:

- appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
- mortgagee consents to the Regulatory Agreement
- Trustee certificates or authorization for signer(s) to execute all documents
- Copy of Site Plan

4. For Condominium Projects Only: The Master Deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed

5. For Rental Projects Only: A copy of the lease with lease addendum and Local Housing Authority's current Utility Allowances

6. MEPA (Massachusetts Environmental Policy Act) environmental notification form (ENF) for new construction only (request form before submission)

7. Affirmative Fair Marketing and Lottery Plan, including:

- ads and flyers with HUD Equal Housing Opportunity logo
- informational materials for lottery applicants
- eligibility requirements
- lottery application and financial forms
- lottery and resident selection procedures
- request for local preference and demonstration of need for the preference
- measures to ensure affirmative fair marketing, including outreach methods and venue list
- name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at: <http://www.mass.gov> (enter LIP 40b guidelines in Search field) for more information.

PLEASE contact our office if you have any questions: 617-573-1328.

TAB 3



LEXINGTON PLANNING BOARD
1625 MASSACHUSETTS AVENUE, LEXINGTON, MA

TOWN CLERK
LEXINGTON MA
TC#427

MEMBERS OF THE PLANNING BOARD:
MICHAEL SCHANBACHER, CHAIR, ROBERT CREECH, VICE CHAIR
MELANIE THOMPSON, CLERK, CHARLES HORNIG, ROBERT D. PETERS,
MICHAEL LEON, ASSOCIATE MEMBER

**DECISION OF THE LEXINGTON PLANNING BOARD
MAJOR SITE PLAN REVIEW & STORMWATER PERMIT**

**17 Hartwell Avenue
Map 84 lot 80A**

December 11, 2024

- APPLICANT:** BP 17 Hartwell LLC
800 Boylston Street, Suite 1900
Boston, MA 02199
- PROPERTY OWNER(S)** BP 17 Hartwell LLC c/o Boston Properties Inc.
800 Boylston Street, Suite 1900
Boston, MA 02199
- PROPERTY LOCUS:** 17 Hartwell Avenue
Lexington, MA 02421
Assessor’s Map 84, Lot 80A
- APPLICATION DATE:** Filed with the Town Clerk on July 30, 2024
- PUBLIC HEARING INFORMATION:** Notice of public hearing published in the *Lexington Minuteman* newspaper on August 22 and August 29, 2024. Notice of public hearing posted by the Town Clerk on August 8, 2024. Public hearing was held on September 11, 2024, continued hearings were held on October 23, and December 11, 2024.

PROJECT SUMMARY & DESCRIPTION

The Planning Board held public hearings to review the application of BP 17 Hartwell LLC for Major Site Plan Review pursuant to §135-7.5 (Village and Multi-Family Overlay Districts) and §135-9.5 (Site Plan Review), of the Zoning Bylaw. The application also incorporates stormwater management review pursuant to §181-71 and §181-72(4) of the Code of Lexington under the above-threshold project classification. The project was also reviewed by the Conservation Commission for the proposed

connection to the municipal stormwater system in Hartwell Avenue, pursuant to Chapter 130 and the Conservation Commission's Regulations Section 5 Performance Standards (2) and (6).

The applicant proposes to construct a five-story building containing 312 dwelling units, including 47 inclusionary dwelling units, and a separate ~2,100 SF retail building. The project includes a four and half story parking garage for 361 vehicles behind the residential building, and a total of 47 surface vehicle parking spaces (15 in the front of the building and 32 on the west side of the building) for visitors and for the commercial use. The front of the building includes a lobby/leasing area, mail room, and tenant amenity space for the residents. The project includes 504 bicycle parking spaces with 468 spaces across 14 storage rooms in the building and in the garage and 36 short-term bicycle parking spaces in the front near the retail building and main entrance. The property will be accessed through two curb cuts on Hartwell Avenue and one on Westview Street. The northern Hartwell Avenue curb cut is a one-way entrance; the others are two-way entrances and exits.

The project also includes two courtyard areas for residents, a swimming pool, a dedicated pet exercise area, a children's play area, and gathering areas. A seating area is also proposed adjacent to the commercial building. Stormwater runoff will be collected in deep sump and hooded catch basins, area drains, leaching basins and directed into subsurface infiltration trenches and a subsurface infiltration system prior to connecting to the municipal drainage system in Hartwell Avenue.

The project site is 228,690 SF (5.25 acres) fronting on Hartwell Avenue and Westview Avenue to the north and west side. The property currently includes a one-story office building and surface parking. The property is in the CM (Manufacturing) and the VHO (Village High-Rise Overlay) districts.

STATEMENT OF FINDINGS

PROCEDURAL HISTORY:

1. A Development Review Team (DRT) meeting was held on June 12, 2024, pursuant to §176-9.2.1 of the Planning Board's Zoning Regulations.
2. The applicant held a neighborhood meeting on July 18, 2024. A summary of the neighborhood meeting was submitted with the application as required by §176-9.2.1.4 of the Planning Board's Zoning Regulations.
3. The application was submitted by BP 17 Hartwell LLC and stamped in by the Town Clerk on July 30, 2024.
4. On September 4, 2024, Planning Board members, Planning staff, and the applicant visited the site of the proposed project.
5. The Planning Board caused notice of the public hearing to be published in the *Lexington Minuteman*, a newspaper of general circulation in Lexington, on August 22, 2024 and again on August 29, 2024. Notice of the public hearing was posted with the Town Clerk and on the official town website commencing on August 8, 2024 and continuing through the opening of the public hearing on September 11, 2024. Said notice of public hearing was mailed postage prepaid to all

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Parties in Interest including abutters and the Planning Boards of abutting cities and towns on August 13, 2024.

6. The public hearing opened on September 11, 2024. Continued public hearings were held on October 23, and December 11, 2024. The hearings were held remotely via Zoom, pursuant to MGL c. 30A §§18-25, c. 20 of the Acts of 2021, c. 107 of the Acts of 2022, and c. 2 of the Acts of 2023, further amending the extension of remote access provisions through March 31, 2025. The Planning Board accepted public comments via Zoom, mail, and e-mail.
7. Planning Board members Charles Hornig, Robert Creech, Robert Peters, Melanie Thompson, and Michael Schanbacher participated in all the public hearings. The Board closed the public hearing on December 11, 2024.
8. Planning Board members Robert Peters, Charles Hornig, Robert Creech, Melanie Thompson, and Michael Schanbacher deliberated on the application at a meeting on December 11, 2024.

PROJECT SPECIFIC FINDINGS:

In the course of the public hearing process, the Planning Board took under advisement all information submitted by the applicant, various municipal departments, and comments made and submitted by members of the public. After reviewing all the plans and material filed by the applicant and its representatives, and considering the analysis, supplemental information provided during the course of the public hearings, correspondence, and testimony from staff, the public, and from all other interested parties, and based on §135-9.5 (Site Plan Review), §135-7.5 (Village and Multi-Family Overlay Districts) of the Zoning Bylaw and Chapter 176 the Board's Zoning Regulations, the Planning Board makes the following findings:

1. The property is zoned VHO (Village High-Rise Overlay). Mixed-use multi-family housing development with commercial space is permitted in the district, requiring Major Site Plan Review pursuant to §135-7.5.4 of the Zoning Bylaw.
2. The project proposes to add 312 new rental dwelling units, including 16 studios, 142 one-bedroom dwelling units, 24 one-bedroom with a den, 97 two-bedroom dwelling units, and 33 three-bedroom dwelling units. There are 408 vehicle parking spaces, with 361 in the parking garage and 47 surface vehicle parking spaces for visitors, including 15 spaces in the front surface lot for visitors to the commercial space and leasing area. The dwelling units range from ~606 SF to ~1,328 SF. Each resident has access to the outdoor courtyards, children's play area, pet exercise area, bicycle storage rooms, and indoor tenant amenity space, including a potential fitness club.
3. Consistency with Comprehensive Plan & Housing Diversity Goals. The project is consistent with the 2022 *Lexington NEXT* Comprehensive Plan's Housing objective 2.1 by providing a range of housing types and objective 2.2 by increasing the supply of subsidized housing.
4. Inclusionary Housing. The project includes the creation of forty-seven (47) inclusionary dwelling units (2 studio units, 21 one-bedroom dwelling units, 4 one-bedrooms with a den, 15 two-bedroom units, and five-bedroom dwelling units), affordable in perpetuity, available to households earning no greater than 80% of the Area Median Income, and eligible to be included on the Subsidized Housing Inventory (SHI). Nine inclusionary dwelling units are proposed on the first floor, eleven on the second floor, nine on the third floor, ten on the fourth floor, and eight on the fifth floor as follows:

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First Floor: Four 1-bedrooms (~698-796 SF), three 1-bedroom + den (~920-1,013 SF), three 2-bedrooms (~1014-1191 SF), one 3-bedroom (~1,156-1527 SF)

Second Floor: One studio (~537-622 SF), five 1-bedrooms (~698-796 SF), one 1-bedroom + den (~920-1,013 SF), three 2-bedrooms (~1014-1191 SF), one 3-bedroom (~1,156-1527 SF)

Third Floor: Four 1-bedrooms (~698-796 SF), one 1-bedroom + den (~920-1,013 SF), three 2-bedrooms (~1014-1191 SF), one 3-bedroom (~1,156-1527 SF)

Fourth Floor: One studio (~537-622 SF), four 1-bedrooms (~698-796 SF), one 1-bedroom + den (~920-1,013 SF), three 2-bedrooms (~1014-1191 SF), one 3-bedroom (~1,156-1527 SF)

Fifth Floor: Four 1-bedrooms (~698-796 SF), three 2-bedrooms (~1014-1191 SF), one 3-bedroom (~1,156-1527 SF)

5. Residential Diversity. The proposed dwelling units vary in size from ~537-~1,431 SF and are smaller than Lexington's average size for new dwelling units, which exceeded 6,000 SF in 2022-2024. Sixteen of the units will be Group 2 accessible units.
6. Siting of Facilities & Location. The property is located on Hartwell Avenue, which is a commercial and manufacturing area near the intersection of Bedford Street and 0.2 miles to the Minuteman Bikeway. The MBTA's 62 Bus Route runs along Bedford Street with a stop on Hartwell Avenue 0.1 miles from the property. The MBTA's 62/76 bus route currently runs along Hartwell Avenue with a stop next to the property at Westview Street. The project provides multi-family housing near various office and institutional uses.
7. Provide a customer base for local businesses. The project will add ~2,100 SF of retail/commercial space in the development and add 312 new dwelling units within walking distance to local businesses on Hartwell Avenue and Bedford Street.
8. Sustainable Design. In compliance with the energy code and local bylaws, the building will be all electric with 20 level 2 EV vehicle parking spaces with charging stations (18 in the garage and 2 surface spaces), and 163 vehicle parking spaces designed to support future electric vehicle charging stations. The building will be designed to meet Passive House and LEED Silver certification standards. A partial solar canopy on the roof of the parking garage is being considered.
9. Public Facilities, Circulation, and Safety. Access to the site is provided on Hartwell Avenue with two curb cuts with the northern entrance for one way in only and two way on Westview Street. In front of the building is a turnaround area for deliveries and short-term parking for visitors to the residences and for the commercial tenant. The applicant is proposing a bus shelter with covered seating that is available to the public. A patio area with seating is adjacent to the retail building along Hartwell Avenue and Westview Street and a children's play area is proposed in front of the residential building. Trash, recycling, and composting will be stored inside the building and removed by a third-party. Trash for the retail building will be stored in a fenced enclosure behind the retail building.
10. Dimensional Standards, §135-7.5.5 of Zoning Bylaw. As proposed, the project complies with the minimum required yard requirements of §135-7.5 of the Zoning Bylaw with a 71.5-foot front yard setback on Hartwell Avenue and 16-foot front yard on Westview Street for the residential building; a 2-foot front yard on Hartwell Avenue and a 26.7-foot front yard on Westview Street for the retail building; and 65.3-foot side yard where 15 feet is required. The new building complies with the

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maximum height limit of 70 feet at 62 feet. The Building Commissioner has confirmed the height based on the submitted height and average natural grade forms submitted, which will also be reconfirmed at time of the building permit.

11. Ecosystem function. The tree mitigation plan, landscape plan, and landscape enlargement sheets in the plan set revised through December 5, 2024 and the landscape sheets revised through October 7, 2024 include removal of 33 trees within the setbacks and are subject to the Tree Bylaw requiring replacement of 427 DBH inches. The proposed plantings are native and listed on Lexington's Tree Management Manual or the Planning Board's Preferred Planting List.
12. Reduce Dependency on Automobiles, efficient transportation systems, impacts of motor vehicle transportation, and transportation demand management. This project is expected to generate ~222 net new vehicle trips during the morning weekday peak hour and ~156 new vehicle trips during the evening peak hour.

The applicant has agreed to become a membership organization in the 128 Business Council Transportation Membership Association (TMA) upon issuance of a building permit. The applicant will disseminate information to residents of the alternative modes of transportation and host an annual mobility management educational meeting for residents.

The applicant has agreed to provide a one-time contribution in the amount of \$10,000 into the town's Transportation Demand Management Fund to support Lexpress upon issuance of the first occupancy permit.

The applicant will provide transportation and marketing material, such as welcome packets with information about the MBTA, The Rev Shuttle, Lexpress and the Minuteman Bikeway with each new lease, and keep this information up to date and available in a common area.

The applicant has agreed to install an electronic transit monitoring screen in the first floor of the building to provide residents with accurate, reliable predictions of MBTA service. This will be installed in an accessible location.

The project proposes 36 short-term bicycle parking spaces, 468 long-term bicycle parking spaces including some that can accommodate oversized cargo bicycles in the parking garage and throughout the building on each floor. The development includes 408 total vehicle parking spaces (361 in the parking garage and 47 surface spaces), more than the minimum 1 parking space per dwelling unit required by §135-7.5.6 of the Zoning Bylaw. The 11 vehicle parking spaces for the 2,100 SF commercial use meet the estimated 1 space per 200 SF required by §135-5.1.4 for retail and eating establishments in the CM district. The total parking ratio for the project is 1.27 vehicle parking spaces per dwelling unit. The applicant has agreed to separate the cost of the parking spaces from the dwelling units.

13. Protection of surface and groundwater quality. The project was reviewed for compliance with Lexington's Stormwater Management Regulations for an above threshold project classification and the MA Stormwater Management Standards. The Stormwater Permit is consolidated into this site plan review, pursuant to §181-71 and §181-72(4).

This project manages the stormwater on site to meet the stormwater regulations and the Conservation Commission's performance standards for the municipal drain connection in Hartwell Avenue. The project will collect and treat stormwater via area and roof drains into deep-sump hooded catch basins, area drains, leaching basins, water quality units, and routed into an underground infiltration system that provides ~45,890 cubic feet of storage prior to discharging

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to the 30-inch drain in Hartwell Avenue. Two test pits were performed in the location of the subsurface system to confirm recharge and adequacy of stormwater systems. The Estimated Seasonal High Groundwater (ESHGW) was determined to be at elevation 127 ft. The analysis confirms that these systems have been designed in accordance with the MA DEP Stormwater Management Policy to recharge groundwater and reduce the rate of runoff from the property. The proposed stormwater system for the development meets and exceeds the 90% Total Suspended Solid (TSS) removal and the 60% Total Phosphorus (TP) annual removal credit. An Operation & Maintenance Plan has been provided. The Board finds that the stormwater management report and plan set revised through December 5, 2024 and the Stormwater Memorandum dated December 3, 2024 comply with the Town's Stormwater Management Requirements.

14. As designed in the drainage report and civil plan set revised through December 3, 2024, the project does not increase peak runoff and volume. On December 2, 2024, the Lexington Conservation Commission reviewed the applicant's Request for Determination of Applicability because the project proposes to connect to a municipal storm drain in Hartwell Avenue that discharges to a protected resource area. The Lexington Conservation Commission's hearing was continued to December 16, 2024 to further review the proposal under Chapter 130, Section 5 Performance Standards (2) and (6).
15. Social, equity, diversity, public health, or community needs and impacts. The project adds 312 dwelling units, including forty-seven (47) inclusionary dwelling units, in a multi-family development consistent with the objectives of the 2022 Comprehensive Plan and stated purposes of the Village and Multi-Family Overlay District.
16. Adequacy of Water & Sewer Utilities: The project proposes to connect to municipal water and sanitary sewer systems. The applicant is working with Lexington Engineering to perform capacity analysis to verify water and sewer capability for the proposed development. The proposed water and sewer connections will require permitting from Lexington Engineering.
17. Trees & Landscaping: In the plan set revised through December 5, 2024, the applicant has provided a tree mitigation plan detailing the removal and replanting analysis outlining the mature trees in the setbacks proposed for removal, trees proposed to be retained, and proposed tree plantings. The Landscape Plan proposes 17 new deciduous trees along the front of the property.
18. Signage: The project includes a standing monument sign to identify the development in the front of the building, and wall and canopy sign on the west side of the building.
19. Potential Adverse Effects of Development: The photometric lighting plan complies with §5.4 and shows only minimal light trespass onto Hartwell Avenue at the driveway's entrance.
20. Traffic Flow and Safety, Parking & Loading: The project proposes 361 structured vehicle parking spaces in the garage and 47 surface vehicle parking spaces on the west side and at the front of the building. The project includes a 28-foot wide one way the front of the building to provide an area for pick-up and drop-off. Three van accessible parking spaces are provided in the areas at the front of the building.

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Waiver and Special Permit Requests

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The Planning Board may waive any of its Regulations if the Board finds the waiver is in the public interest. In addition, for sites under the jurisdiction of the Planning Board, the Board may waive the application of the Tree Bylaw, in part or in full, if it deems it appropriate. On December 11, 2024, the Board granted the following waivers.

1. Pursuant to §120-4B of the Tree Bylaw, the Board waives the Tree Bylaw in full and no separate tree permit is required. The Board finds the site plan review process has considered the amount of tree loss pursuant to the Tree Bylaw, including 30 healthy trees totaling 427 inches protected by the Tree Bylaw, and determines that the project is best mitigated with the landscape planting plan submitted with this development in the plan set revised through December 5, 2024 landscape sheets revised through October 7, 2024 showing tree replacement with 112 trees consisting of caliper inches, which exceeds the 552 inches required by the Tree Bylaw. Mitigation is met through replanting on the property.
2. The Board waives the strict requirements of §176-12.4.2.7 requiring each bicycle parking space to be at least six feet by two feet. Thirty-six of the exterior short-term bicycle parking spaces are proposed to be 38 inches between racks where 48 inches is required. One hundred-fifty (150) of the interior bicycle spaces are in a lift assisted space and do not meet the full two-foot width. The Board finds this proposal is acceptable to meet the intent and purposes of this requirement by providing easy access for bicycle storage with a condition of approval that the system be maintained and operational for all users.
3. The Board waives the strict requirements of §176-12.4.2.9 prohibiting bicycle parking from being lifted off the floor. One hundred fifty (150) of the 468 required long-term bicycle parking spaces will require minimal lifting or pushing with the proposed two-tiered Dero Decker with lift system. The Board finds this proposal is acceptable to meet the intent and purposes of this requirement by providing easy access for bicycle storage with a condition of approval that the system be maintained and operational for all users.
4. The Board waives the strict requirements of §176-12.9.5.8 requiring the use of stormwater harvesting systems, such as cisterns and ponds for plant irrigation. The Board finds the presence of ledge and stormwater collection below grade is more favorable to at grade ponds.

CONDITIONS OF APPROVAL

The Planning Board finds that the application, plans, and supporting material submitted by the applicant, along with the following conditions of approval, comply with applicable provisions of Lexington's Zoning Bylaw and applicable regulations relevant to this review. Accordingly, the Planning Board votes to approve the plan entitled "17 Hartwell Avenue, Site Plan Submission, prepared by VHB and Cube 3, prepared for BP 17 Hartwell LLC, dated July 26, 2024 and revised through December 5, 2024, consisting of 42 sheets, and all submitted material subject to the following conditions:

A. Within Thirty (30) Days of Issuance of Site Plan Review Approval:

1. **Revised Plans.** The site development plan set entitled "17 Hartwell Avenue, Site Plan Submission, prepared by VHB and Cube 3, prepared for BP 17 Hartwell LLC, dated July 26, 2024

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and revised through December 5, 2024, consisting of 42 sheets, shall be revised to include the following revisions and submitted to the Planning Office:

- a) Provide at least four outlets for charging electric bicycles on level 1 of the bicycle storage room in the parking garage.
 - b) Add a sidewalk on the north side of the garage entrance so that pedestrians do not have to enter the garage through the vehicle lane.
 - c) Add three large deciduous shade trees along the front property line. Trees shall be from the Planning Board's or Tree Committee's preferred planting list. The trees shall be planted in a location mutually agreeable with the applicant and staff and annotated on the plan as such.
 - d) Provide an access point on the north side of the building from Westview Street acceptable to the Fire Department.
2. The Applicant shall submit a structural engineer stamped memorandum confirming that the subsurface infiltration system can support the weight of Lexington's heaviest fire truck apparatus plus mutual aid vehicles. This memorandum shall be provided to the Fire Department for final approval.

B. Prior to Any Site Work:

3. The applicant shall submit the signed illicit discharge statement to the Planning Office.
4. The applicant shall submit a copy of receipt of the EPA authorization letter and tracking number for the NPDES General Permit to the Engineering and Planning office.
5. The applicant shall submit to the Building Commissioner and Planning office foundation and elevation footing plans to confirm the buildings and basements are at least two feet above the ESHGWT.
6. **SWPPP.** Prior to any site disturbance, the applicant shall submit a site-specific Stormwater Pollution Prevention Plan (SWPPP) to the Planning and Engineering Office for review and approval pursuant to §181-75C. Once approved, the SWPPP shall be kept at the project site.
7. **Tree Protection Plan.** The applicant shall submit to the Planning Office for review and approval a Tree Protection Plan prepared by an arborist certified by the International Society of Arboriculture or through the MA Arborists Association showing protection of all trees proposed to be retained on the project site and nearby abutting properties and trees within the public right of way, if recommended by the arborist. The critical root zones (CRZ) of trees to be retained shall be protected to the drip line. The applicant may choose to encroach within the CRZ or the drip line of a retained tree; however, such proposed action shall require the applicant to submit a maintenance plan for the tree, to be prepared, dated and signed by a Certified Arborist as part of the Tree Protection Plan. In these instances, the fenced area may be reduced to protect only those areas of the CRZ or drip line not proposed for encroachment. Protections shall be installed prior to commencement of site work.

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8. **Pre-Construction Site Inspection.** Prior to any land disturbance other than installing erosion controls, the limits of work (for land clearing and regrading), erosion controls, and the tree protections shall be reviewed in the field and verified by the applicant and/or Project Manager.
9. **Limit of Work.** The limit of work line shall be demarcated around the entire site. The limit of work line shall be marked with highly visible orange fencing, chain link construction fencing, or both.
10. **Erosion Controls.** Erosion controls as detailed below shall be installed prior to commencement of site work.
11. **Noise Mitigation.**
 - a) The applicant shall perform a pre-construction noise-assessment to establish ambient noise levels.
 - b) Prior to issuance of any blasting permit and prior to the commencement of construction, the applicant shall submit to the Building Commissioner a noise mitigation plan prepared by an acoustical consultant pursuant to the Town's Noise Bylaw §80-8 of the Code of Lexington, as revised through 2024 Annual Town Meeting. Such a noise mitigation plan shall include monitoring provisions and monitoring data reporting.
12. The applicant shall submit to the Planning and Building Offices a list of the names, addresses, and emergency contact telephone numbers and email addresses of the individuals responsible for all activities on site who can be reached twenty-four (24) hours a day, seven (7) days a week. This list shall include a specific contact for monitoring and inspection of stormwater systems and erosion controls.
13. The applicant shall submit a rodent and pest management plan and a dust management plan to the health department.
14. The applicant shall complete the sewer and water capacity analysis required by Lexington Engineering to verify capacity is available for this project. Water analysis shall include hydrant flow test to verify pressure and flow rates. To the extent it is determined that there is insufficient capacity to support the project, the applicant shall work with Lexington Engineering to implement those improvements necessary to accommodate the project's sewer and water demands. Any such improvements shall be to town standards and require permits from Lexington Engineering.

C. Prior to Issuance of Foundation Permit:

15. The applicant shall submit to Lexington Engineering fully designed water and sewer utility connection plans, and shall submit to the Planning Office and to the Building Commissioner, approved permits from Lexington Engineering for the sewer and water connections.
16. The applicant shall coordinate a meeting with engineering, public safety, and assessing staff to determine address assignments. Town Staff will create new addresses and notify applicant of when final address assignments are created in the systems.
17. The applicant shall submit to the Building Commissioner surveyor's certifications demonstrating the building does not exceed 70 feet in height.

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18. The applicant shall seek and receive approval from the Select Board for any outdoor seating proposed within the Hartwell Avenue or Westview Street rights of way.

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D. Inclusionary Dwelling Units:

19. Prior to the issuance of the first building permit, the applicant shall hire a certified lottery agent to manage the Inclusionary Dwelling Units described above through the Local Initiative Program (LIP) as a LAU (Local Action Unit) for inclusion on the Subsidized Housing Inventory (SHI).
20. Prior to the issuance of the first building permit, the applicant shall submit the LIP-LAU (Local Initiative Program for Local Action Units) application package to Planning staff and the Regional Housing Services Director for review and approval. The application shall then be submitted to the Housing Partnership Board Chair, the Chair of the Select Board, and finally to the MA Executive Office of Housing & Livable Communities (EOHLC). The LIP-LAU package shall include:
- a. A project narrative;
 - b. The unit mix in tabular form;
 - c. The approved site plan;
 - d. Floor plans with dimensions of the rooms;
 - e. An Affordable Fair Housing Marketing Plan per EOHLC guidelines;
 - f. A sales price/rate calculator;
 - g. A Regulatory Agreement with perpetual affordability;
 - h. Inclusionary dwelling units shall be available to households earning no greater than 80% of the AMI;
 - i. To the extent permitted by applicable law, the Affordable Fair Housing Marketing Plan may include a local selection preference for up to 25% of the inclusionary dwelling units, provided the town justifies the request and EOHLC accepts the justification.
 - j. Parking spaces for the inclusionary dwelling units shall be in the garage and discounted to 60% of the cost of the parking spaces of the market-rate units if parking is rented separately from the dwelling units.
21. Prior to obtaining a certificate of occupancy, the applicant shall submit written confirmation that the project is consistent with the approved LAU-LIP application package and verifying that the inclusionary dwelling units are substantially similar to the market rate dwelling units. This shall be submitted to the Planning Office and Building Commissioner for review and confirmation prior to occupancy of the inclusionary dwelling units.
22. Prior to occupancy of any of the market rate units, a copy of the approved and Registry recorded Regulatory Agreement for the inclusionary dwelling units shall be submitted to the Planning Office.
23. The lottery for the inclusionary dwelling units shall be held prior to issuance of an occupancy permit for the 88th market rate unit in the development.
24. When any inclusionary dwelling unit receives an occupancy permit, the applicant shall notify the Planning Office staff and Regional Housing Services Director so it may be added to the SHI.

25. The inclusionary dwelling units shall have annual verification by the monitoring agent (the Town through the Regional Housing Services Office and the EOHLC).

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E. During Construction and Site Development

The applicant shall adhere to the following conditions during construction and development of the site:

26. Construction activities relative to this decision shall comply with the Zoning Bylaw, Planning Board Zoning Regulations, General Bylaws, and other municipal requirements except as specifically modified or waived by this decision.
27. A copy of this decision shall be kept on the site in a location that is highly visible, protected from the elements, and accessible during construction.
28. Prior to any sidewalk closures due to construction, the applicant shall review with the police department a sidewalk closure plan with pedestrian details and timelines for closure. The plan shall include alternative pedestrian routes, timelines, and signage.
29. A professional land surveyor or engineer shall be on-site during construction to locate utilities prior to backfill.
30. Planning staff or other agents of the Planning Board shall have the right to enter the site with notification to the Owner to gather any information, measurements, photographs, or other materials needed to ensure compliance with this decision. Agents of the Planning Board entering onto the Site for these purposes shall comply with all safety rules, regulations, and directives of the applicant and the applicant's contractors.
31. No equipment on-site shall be started prior to the start of the allowed construction hours outlined in the Noise Control General Bylaw, Chapter 80 of the Code of Lexington, amended at 2024 Annual Town Meeting and as may be further amended, including hours of operation for construction work and any work related to ledge work or blasting.
32. Trucks shall not stand or queue on Hartwell Avenue or Westview Street. Construction and personal vehicles shall park on the project site, or at another off-site satellite parking area, and shall not park on nearby streets. The applicant shall install signage as shown on preliminary construction management plan set.
33. The applicant shall cause its contractor to perform daily cleanup of on-site litter and construction debris, including soil on streets within two hundred (200) yards from the entrance of the site driveways caused by construction relative to the Project. Any debris or sediment shall be removed from any town drainage structure within 24 hours.
34. The applicant shall cause its contractor to check all stormwater features prior to and at the end of each construction day. In the event a multiple day storm event occurs, the project manager shall check the stormwater features each day to ensure they are functioning properly and have not exceeded their capacity. Any necessary repairs, adjustments, or deficiencies that are identified shall be commenced immediately and completed promptly.
35. The applicant shall provide appropriate straw bales or organic hessian fabric burlap filled with compost erosion control around material stockpiles. The use of haybales and plastic stabilization netting is prohibited.

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36. Dust shall be minimized, controlled, and managed on site in accordance with accepted industry standards with potable water. Calcium Chloride shall not be used for dust control.
37. The applicant shall repair or replace, to Town standards, any damage caused to the public street, sidewalk, or any features in the public right of way after approval by engineering and the public works department. The applicant is responsible for improving the front of the property and in front of the property including the sidewalk, street trees, and closing the existing curb cuts as shown on the approved plans.
38. The applicant is responsible for coordinating and providing a police detail as may be required by the police department during construction.
39. Erosion Control.
- a. Fencing for erosion controls and tree protection shall remain in place until substantial completion. The erosion control and limit of work lines shall be surveyed in place. Additional erosion controls such as silt socks and check dams may be required by staff. Strap boards and construction fencing shall be installed around trees to be saved to demarcate a root protection area to be equal to the larger of the drip line or six times the trunk diameter of each identified tree within the limit-of-work and along the limit of work boundary.
- b. All erosion control matting, netting and tubing shall be bio-degradable. Plastic and bio-degradable plastic is prohibited. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair or replace silt socks filled with compost, bio-degradable natural fiber erosion control blankets without any plastic components, stone riprap, filter berms, or any other devices planned for use during construction.
- c. The applicant shall designate a qualified professional civil engineer (PE), or Certified Professional in Erosion and Sediment Control (CPESC), to act as an erosion control monitor and to oversee compliance with this decision at the site. The erosion control monitor shall alert the site superintendent if any of the erosion control devices need to be adjusted. The name and phone number of the erosion control monitor must be provided to the Planning Office so that this person may be contacted, due to an emergency at the site, during any 24-hour period, including weekends and holidays. This person shall be given authority to stop construction for noncompliance with this decision, especially in regards to erosion control and wetland protection. The erosion control monitor will be required to inspect all such erosion control devices and to oversee the cleaning and the proper disposal of waste products. Cleaning shall include removal of any entrapped silt and sediments every 72 hours or more frequently if needed and after any rainfall of 0.25 inches or greater. Weekly monitoring reports shall be submitted to the Planning Office upon request.
- d. At least once every week and after major storm events (events greater than 0.25 inches within 24 hours) while construction activities occur on site and for as long thereafter that the ground remains unstabilized, a report, with representative photos, shall be available upon request from the erosion control monitor certifying that, to the best of their knowledge and belief based on site inspections, all work is being performed in accordance with this decision and, if not in compliance, stating the activities that are not in compliance and the steps necessary to correct the problem.

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F. Prior to Initial Certificate of Occupancy

The applicant shall satisfy the following conditions prior to the issuance of an initial certificate of occupancy:

40. The majority of the racks for bicycle storage shall be installed and ready for use.
41. The nonresidential/commercial space shall have complete core and shell ready for tenant fit-out.
42. The applicant shall engage a commercial/retail broker with regional experience to market the commercial/non-residential building. The 2,100 SF retail building may be used for any of the uses allowed in the CM or VHO districts.

G. Prior to Final Certificate of Occupancy

The applicant shall satisfy the following conditions prior to issuance of the final certificate of occupancy:

43. All of the racks for bicycle storage shall be installed and ready for use.
44. At least fourteen (14) business days in advance of seeking a final Certificate of Occupancy, the applicant shall provide the Planning Office with an "As-Built Plan" stamped by a Professional Engineer or Land Surveyor registered in Massachusetts certifying that all improvements are completed in accordance with the approved plans. The plan shall include, but not be limited to, site utility improvements and tie-in dimensions to all pipes and connection points, fencing, landscaping, all roads, ways, and structures. The As-Built plan shall include a new survey benchmark as the pre-development benchmark will be removed. The as-built plan shall be submitted in electronic formats (PDF and AutoCAD) to the Planning Office for review.
45. The certifying professional engineer shall perform a final inspection of the site and submit written documentation to the Planning Office that a final inspection was performed, temporary controls have been removed, stabilization is complete, all stormwater facilities have been installed and function according to the approved stormwater management plan, and that the project was completed as designed.
46. All landscaping and plantings shall be installed. If occupancy is expected in the winter months, plantings shall occur in the first available growing season (between April 15-June 30 and September 15-November 30).
47. The applicant shall submit a sign permit application consistent with §135-5.2 of the Zoning Bylaw with prior administrative approval from Planning Office staff. The standing sign shall be externally illuminated with lighting directed downward.
48. The applicant shall install a painted crosswalk across Westview Street at the intersection with Hartwell Avenue. The tactile warning pads and curb ramps have previously been installed by town. The applicant to coordinate the installation with Lexington Engineering.
49. The applicant is required to construct appropriate conduits and space for transformers and switchgear to allow for future installation of EV charging stations for a minimum of fifty (50%) of the total off-street vehicle parking spaces consistent with §135-5.1.13.11. The twenty-four (24)

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surface lot spaces and one hundred and eighty-one (181) garage spaces shall be equipped with the required equipment prior to issuance of final occupancy.

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H. General Provisions

50. The project shall be constructed substantially in conformance with the approved plans "17 Hartwell Avenue, Site Plan Submission, prepared by VHB and Cube 3, prepared for BP 17 Hartwell LLC, dated July 26, 2024 and revised through December 5, 2024, consisting of 42 sheets, and as further modified by condition #1.
51. No material corrections, additions, substitutions, alterations, or changes shall be made in any plans, proposals, and supporting documents approved and endorsed by the Planning Board without the prior written approval of the Planning Board or their designee. Any request for a material modification of this decision shall be made in writing to the Planning Department for review and approval by the Planning Board or their designee and shall include a description of the proposed modification, reasons the modification is necessary, and any supporting documentation. Upon receipt of request, the Planning Department may, in the first instance, decide in writing to authorize a de minimus field change to the site plans, or the Planning Director may refer the matter to the Planning Board, which may consider and approve minor modifications at a regularly scheduled Planning Board public meeting. In the event the Planning Board determines the change is major (e.g., resulting in material changes, newly identified impacts, etc.), the Planning Board shall consider the modification at a noticed public hearing pursuant to the procedures for Site Plan Review in §135-9.5.4.
52. No trees shall be removed except as shown on the approved plan. Trees to be retained shall be protected in the field during construction in compliance with the approved tree protection plan. Any request for substantial changes may need to return to the Planning Board as a modification request at a public meeting.
53. In the event that the site plan review or special permit is not exercised or substantial use thereof has not commenced within three (3) years of the date of approval, except for good cause as determined by the Planning Board, the approval or permit may be rescinded. The applicant may request an extension for the Board's consideration.
54. The applicant shall obtain any other permits or approvals that may be required by other town, state, or federal entities, such as MassPort for an FAA 7460.
55. The applicant is responsible for obtaining USPS approval for the proposed mailroom.
56. The applicant is responsible for the construction of all utilities for this development.

I. On-Going & Continuous Conditions

The applicant shall adhere to the following conditions during the operation of the project:

57. The applicant shall provide a welcome packet to all new tenants with the lease information and host an annual informational session about alternative transportation options such as the MBTA, Rev Shuttle, Lexpress and Minuteman Bikeway and keep this information up to date and available in a common area.

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58. The applicant shall manage a website, or coordinated with the TMA, to coordinate and promote an online database to help facilitate and connect residents to carpool to and from various nearby locations such as Lexington Center and/or Alewife.
59. Any exterior condensers, transformers, and generators shall be enclosed by an opaque fence for noise buffering. Such a fence shall be tall enough to prevent direct line of sight to the mechanical unit from any windows or doors on abutting properties.
60. Any maintenance testing of the generator shall take place mid-day and mid-week to reduce noise impacts.
61. Dwelling units are subject to the restrictions on short-term rentals set forth in §6.10.3.2.iii of the Zoning Bylaw.
62. The property owner or management company shall remove snow from all driveways and walkways, and the top floor of the parking garage. The use of calcium chloride or road salt is prohibited for snow removal and de-icing. Snow shall be stored in designated snow storage areas with access snow to be removed off site.
63. The owner is responsible for the maintenance of all landscaping and interpretive signage as shown on the approved plan. In addition, applicant shall maintain adequate sight lines through ongoing vegetative maintenance and tree pruning on the property, and also vegetation that exists within the Westview Avenue right of way within the sight triangle for entering and existing the subject property.
64. The owner is responsible for long term maintenance of the bicycle racks to ensure continual use of the bicycle storage facility.
65. Maintenance of the landscaping in accordance with the final approved landscape plan, as revised, shall be perpetual, with the property owner replacing in kind any landscape that does not survive throughout the life of the project. Any plantings that do not survive shall be replaced in the first available growing season (between April 15-June 30 and September 15-November 30).
66. The stormwater systems shall be monitored and maintained by the property owner or any future owner in accordance with the approved post construction Operation & Maintenance Plan (O&M Plan), including annual certification and pavement sweeping at least two times per year. The Planning Board or Stormwater Agency may require that the owners make corrections or improvements to the stormwater system if it is found not to be performing based on storm conditions.
67. Exterior lighting, other than low level security lighting (less than .5 foot-candle), shall be turned off between 11:00 pm and 6:00 am. All lighting on the property, including lighting the courtyards, shall be dark sky compliant and directed downward.
68. If the person or contact information for the person responsible for annual certification and implementation of the stormwater system changes, the Planning Office shall be notified in writing within 48 hours provided with the contact information of the new responsible person or party that will be responsible.
69. The applicant and its successors will work with abutting property owners to explore opportunities to create mutually agreeable pathways.

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70 The Town of Lexington is pursuing funding and approval for the Bedford and Hartwell Complete Streets Development Project. Work within the town right of way is estimated to begin in 2030. Any site layout changes as a result of this project shall not require the Applicant to return to the Planning Board unless staff determine such changes to be material to the project as approved.

RECORD OF VOTE

On December 11, 2024, the Planning Board voted five (5) in favor, none (0) opposed, to approve a Major Site Plan Review with conditions at 17 Hartwell Avenue.

- Charles Hornig – Aye
- Robert D. Peters - Aye
- Robert Creech – Aye
- Michael Schanbacher - Aye
- Melanie Thompson – Aye



Michael Schanbacher, Chair Approval: _____ Date: December 12, 2024

TAB 4

LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this _____ day of _____, 2025 by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") pursuant to G.L. c.23B §1 as amended by Chapter 7 of the Acts of 2023, the town of Lexington ("the Municipality"), and BP 17 Hartwell LLC, a Delaware limited liability company, having an address at 800 Boylston Street Suite 1900, Boston, MA 02199, and its successors and assigns, or its designee ("Developer").

WITNESSETH:

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

WHEREAS, the Developer intends to construct a rental housing development known as 17 Hartwell at a 5.25-acre site on Hartwell Avenue in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 312 rental dwellings (the "Units") and 47 of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low- and Moderate-Income Units");

WHEREAS the Developer has received a Major Site Plan Review & Stormwater Permit decision for the Project from the Municipality's Planning Board which decision is to be recorded herewith at the Middlesex South County Registry of Deeds (the "Registry");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to EOHLC to certify that the Low- and Moderate-Income Units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

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

1. Construction. The Developer agrees to construct the Project substantially in accordance with plans and specifications approved by the Municipality’s Planning Board pursuant to the Major Site Review and Stormwater Permit (the "Plans and Specifications"). In addition, all Low- and Moderate-Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved “Alternative Development Plan” as set forth in the Guidelines and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications).

- 2 of the Low- and Moderate-Income Units shall be studio units;
- 25 of the Low- and Moderate-Income Units shall be one-bedroom units;
- 15 of the Low- and Moderate-Income Units shall be two-bedroom units; and,
- 5 of the Low- and Moderate-Income Units shall be three-bedroom units..

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

| | | |
|---------------------|---|------------------|
| studio units | - | 250 square feet |
| one-bedroom units | - | 678 square feet |
| two-bedroom units | - | 900 square feet |
| three-bedroom units | - | 1156 square feet |

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low- and Moderate-Income Unit will remain suitable for occupancy and in compliance with all applicable federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation all applicable federal and state laws, codes, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. The Project shall also comply with all applicable local codes, ordinances, and rules and regulations, and the Major Site Plan Review and Stormwater Permit.

2. Affordability.

(a) Throughout the term of this Agreement, each Low- and Moderate-Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development (“HUD”). A “Family” shall mean two or more persons who will live regularly in the Low- and Moderate-Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship, or an individual. The “Area” is defined as the Boston-Cambridge-Quincy HMFA.

(b) The monthly rents charged to tenants of Low- and Moderate-Income Units shall not exceed an amount equal to one-twelfth of thirty percent (30%) of the adjusted annual adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low- and Moderate-Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low- and Moderate-Income Units are set forth in Exhibit B attached hereto. If the rent for a Low- and Moderate-Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low- and Moderate-Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant’s share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Thereafter, the Developer shall annually submit to the Municipality and EOHLC a proposed schedule of maximum monthly rents and utility allowances for all Low- and Moderate-Income Units in the Project. It is understood that such review rights shall be with respect to the maximum rents for all the Low- and Moderate-Income Units and not with respect to the rents that may be paid by individual tenants in any given unit. Rents for Low- and Moderate-Income Units shall not be increased above such maximum monthly rents, without the Municipality’s and EOHLC’s prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days’ prior written notice by Developer to all affected tenants. If the Municipality and EOHLC fail to respond to a submission of a new schedule of maximum rents for the Low- and Moderate-Income Units as set forth above, upon the passage of thirty (30) days of the Municipality’s and EOHLC’s receipt thereof, the Municipality and EOHLC shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Low- and Moderate-Income Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and EOHLC approve such rent increase in accordance with this subsection, the Initial Maximum

Rents and Utility Allowances for Low- and Moderate-Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of a Low- and Moderate-Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted (in which case the unit in question shall continue to be counted as a Low- or Moderate-Income Unit) or (ii) the Developer rents the next available unit at the Development as a Low- and Moderate-Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in a Low- and Moderate-Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant (in which case the unit in question shall no longer be counted as a Low- or Moderate-Income Unit).

(e) Developer shall obtain income certifications satisfactory in form and manner to EOHLC at least annually for all tenants of Low- and Moderate-Income Units. Said income certifications shall be kept by the management agent for the Project, for at least five (5) years after the applicable tenant's occupancy terminates and made available to EOHLC and the Municipality upon request.

(f) The Developer shall enter into a written lease with each tenant of a Low- and Moderate-Income Unit which shall be for a minimum period of one year.

(g) Throughout the term of this Agreement, the Chief Executive Officer of the Municipality shall annually certify in writing to EOHLC that each of the Low- and Moderate-Income Units continues to be Low- and Moderate-Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low- and Moderate-Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). Only Low- and Moderate-Income Units will be deemed Low- and Moderate-Income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low- and Moderate-Income Units continue to comply with the Regulations and the Guidelines as

the same may be amended from time to time and (3) each Low- and Moderate-Income Unit remains a Low- and Moderate-Income Unit as provided in section 2(c), above.

4. **Marketing.** Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain EOHLC's approval of a marketing plan (the "Marketing Plan") for the Low- and Moderate-Income Units. Such Marketing Plan must describe the tenant selection process for the Low- and Moderate-Income Units and must set forth a plan for affirmative fair marketing of Low- and Moderate-Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low- and Moderate-Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to EOHLC for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. If the Chief Executive Officer of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the Marketing Plan for the Low- and Moderate-Income Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the Marketing Plan. In addition, the Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low- and Moderate-Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. The Developer may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Developer may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low- and Moderate-Income Unit and for five years following all future rentals of each Low- and Moderate-Income Unit, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by EOHLC prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time during the process of marketing the Low- and Moderate-Income Units, EOHLC determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan

that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. EOHLC and the Chief Executive Officer of the Municipality shall have access during normal business hours to all books and records of the Developer and the Project upon reasonable prior written notice to the Developer in order to monitor the Developer's compliance with the terms of this Agreement but without any unreasonable interference with the operations of the Project.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability company duly organized under the laws of the State of Delaware, and is qualified to transact business under the laws of this Commonwealth, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

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

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents

relating to the Project the terms of which are approved by EOHLC, or other permitted encumbrances, including easements of record and mortgages referred to in paragraph 17, below).

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

9. Transfer Restrictions.

(a) The Developer shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner or manager of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other direct rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

(b) Prior to any transfer of ownership of the Project or any portion thereof or interest therein that is subject to the notifications requirements in Section 9(a) above, the Developer agrees to secure from the transferee a written agreement stating that transferee will assume in full the Developer's obligations and duties under this Agreement.

10. Casualty; Demolition; Change of Use.

(a) Subject to the rights of any lender holding a mortgage on the Project, the Developer agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the shall have the right, but not the obligation, to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

(b) The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of the any residential

rental unit within the Project for any purpose other than rental housing during the term of the Agreement unless required by law.

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

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

EOHLC: Executive Office of Housing and Livable Communities
Attention: Local Initiative Program Director
100 Cambridge Street, 3rd Floor
Boston, MA 02114

Municipality: Town of Lexington
Attention: Town Manager
1625 Massachusetts Avenue
Lexington, MA 02420

Developer: BP 17 Hartwell LLC
Attention: Regional General Counsel
800 Boylston Street, Suite 1900
Boston, MA 02199

with a copy to: BP 17 Hartwell LLC
Attention: Chris Carr – Development
800 Boylston Street, Suite 1900
Boston, MA 02199

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual. For the purposes hereof, the term “perpetual” shall mean for so long as the Project is being used for multi-family housing pursuant to the terms of the Major Site Plan Review and Stormwater Special Permit.

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

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

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

16. Default.

(a) The Developer and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If EOHLC becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder, then EOHLC shall promptly give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "EOHLC Default Notice"). If any default, violation, or breach of any provision of this Agreement is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of the EOHLC Default Notice, then at EOHLC's option, and without further notice, EOHLC may either terminate this Agreement, or EOHLC may apply to any state or federal court for specific

performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. The thirty (30) day cure period set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure.

(b) If EOHLC elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof that continues beyond the cure period set forth in this Section 16, or for such longer period as agreed to by EOHLC, then EOHLC shall determine whether the Low- and Moderate-Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed Low- and Moderate-Income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

DEVELOPER

BP 17 HARTWELL LLC, a Delaware limited liability company

By: BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, its sole member

By: BXP, Inc., a Delaware corporation, its general partner

By: _____

Name:

Title:

EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES

By: _____

Its:

MUNICIPALITY

By: _____

Its Chief Executive Officer

Attachments: Exhibit A - Legal Property Description
Exhibit B - Rents for Low- and Moderate-Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the _____ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ (“Mortgage”).

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

[NAME OF LENDER] Northwestern Mutual Life Insurance Company

By: _____
Its:

(If the Development has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Re: 17 Hartwell Avenue
Lexington, MA
BP 17 Hartwell LLC

Property Description

That certain parcel of land on Hartwell Avenue in Lexington, Massachusetts shown as containing 5.25 acres on a plan entitled "Plan of Land in Lexington, Mass.", dated May 10, 1966, by Albert A. Miller and Wilbur C. Nylander, Civil Engineers & Surveyors, recorded with said Middlesex South District Registry of Deeds, Book 11264, Page 518, as Plan No. 1465 of 1966.

EXHIBIT B

Re: 17 Hartwell Avenue
Lexington, MA
BP 17 Hartwell LLC

Initial Maximum Rents and Utility Allowances for Low- and Moderate-Income Units

| | <u>Rents</u> | <u>Utility Allowance</u> |
|---------------------|--------------|--------------------------|
| Studio units | \$2,134 | \$146 |
| One-bedroom units | \$2,401 | \$204 |
| Two-bedroom units | \$2,627 | \$304 |
| Three-bedroom units | \$2,867 | \$389 |

LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this _____ day of _____, ~~20~~2025 by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") pursuant to G.L. c.23B §1 as amended by Chapter 7 of the Acts of 2023, the ~~city/town~~ of _____ Lexington ("the Municipality"), and _____, a ~~Massachusetts [corporation/limited partnership]~~BP 17 Hartwell LLC, a Delaware limited liability company}, having an address at _____8
00 Boylston Street Suite 1900, Boston, MA 02199, and its successors and assigns, or its designee ("Developer").

WITNESSETH:

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

WHEREAS, the Developer intends to construct a rental housing development known as _____ at a/an _____17 Hartwell at a 5.25-acre site on _____Street/RoadHartwell Avenue in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of _____312 rental dwellings (the "Units") and _____47 of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low- and Moderate-Income Units");

WHEREAS the Developer has received a Major Site Plan Review & Stormwater Permit decision for the Project from the Municipality's Planning Board which decision is to be recorded herewith at the Middlesex South County Registry of Deeds (the "Registry");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to EOHLC to certify that the ~~units~~Low-

and Moderate-Income Units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

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

1. Construction. The Developer agrees to construct the Project substantially in accordance with plans and specifications approved by the ~~Municipality~~ Municipality's Planning Board pursuant to the Major Site Review and Stormwater Permit (the "Plans and Specifications"). In addition, all Low- and Moderate-Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications).

2 of the Low- and Moderate-Income Units shall be studio units;
~~25~~ of the Low- and Moderate-Income Units shall be one-bedroom units;
~~15~~ of the Low- and Moderate-Income Units shall be two-bedroom units; and,
~~5~~ of the Low- and Moderate-Income Units shall be three-bedroom units; and,
~~0~~ ~~of the Low- and Moderate-Income Units shall be four bedroom~~ four bedroom
units.

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

| | | |
|-------------------------------|------------------|---------------------------------|
| studio units | - | 250 square feet |
| one-bedroom units | - | 678 700 square feet |
| two-bedroom units | - | 900 square feet |
| three-bedroom units | - | 1156 200 square feet |
| four-bedroom units | ————— | 1400 square feet |

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low- and Moderate-Income Unit will remain suitable for occupancy and in compliance with all applicable federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation ~~laws~~ all applicable federal and state laws, codes, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. The Project ~~must~~ shall also comply with all ~~similar~~ applicable local codes, ordinances, and ~~by laws~~ rules and regulations, and the Major Site Plan Review and Stormwater Permit.

2. Affordability.

(a) Throughout the term of this Agreement, each Low- and Moderate-Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development (“HUD”). A “Family” shall mean two or more persons who will live regularly in the Low- and Moderate-Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship, or an individual. The “Area” is defined as the ~~_____~~ Boston-Cambridge-Quincy MSA/HMFA, Non-Metropolitan County.

(b) The monthly rents charged to tenants of Low- and Moderate-Income Units shall not exceed an amount equal to one-twelfth of thirty percent (30%) of the monthly adjusted annual adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low- and Moderate-Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low- and Moderate-Income Units are set forth in Exhibit B attached hereto. If the rent for a Low- and Moderate-Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low- and Moderate-Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant’s share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

~~Annually as part of the annual report required under Subsection 2(e) below~~ Thereafter, the Developer shall annually submit to the Municipality and EOHLIC a proposed schedule of maximum monthly rents and utility allowances for all Low- and Moderate-Income Units in the Project. ~~Such schedule shall be subject to the approval of the Municipality and EOHLIC for compliance with the requirements of this Section~~ It is understood that such review rights shall be with respect to the maximum rents for all the Low- and Moderate-Income Units and not with respect to the rents that may be paid by individual tenants in any given unit. Rents for Low- and Moderate-Income Units shall not be increased above such maximum monthly rents, without the Municipality’s and EOHLIC’s prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days’ prior written notice by Developer to all affected tenants. ~~If an annual request for the Municipality and EOHLIC fail to respond to a submission of a new schedule of maximum rents for the Low- and Moderate-Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and EOHLIC fail to respond to such a submission within, upon the passage of thirty (30) days of the Municipality’s~~

and EOHLC's receipt thereof, the Municipality and EOHLC shall be deemed to have approved the submission. ~~If an annual request for a new schedule of rents for the Low- and Moderate-Income Units is made for any other reason, and the Municipality and EOHLC fail to respond within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Developer may send EOHLC and the Municipality a notice of reminder, and if the Municipality and EOHLC fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and EOHLC shall be deemed to have approved the submission.~~

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Low- and Moderate-Income Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and EOHLC approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low- and Moderate-Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) ~~{For developments with "floating" units add: If, after initial occupancy, the income of a tenant of a Low- and Moderate-Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted (in which case the unit in question shall continue to be counted as a Low- or Moderate-Income Unit) or (ii) the Developer rents the next available unit at the Development as a Low- and Moderate-Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.}~~ ~~{For developments with "fixed" units add: If, after initial occupancy, the income of a tenant of a Low- and Moderate-Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low- and Moderate-Income Unit so long as the unit continues to be rent-restricted and the tenant's income does not exceed 140% of the maximum income permitted. If the tenant's income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low- and Moderate-Income Unit until the tenant's one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low- and Moderate-Income Unit and included in the Subsidized Housing Inventory upon the Municipality's application to EOHLC.}~~

(d) If, after initial occupancy, the income of a tenant in a Low- and Moderate-Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant (in which case the unit in question shall no longer be counted as a Low- or Moderate-Income Unit).

~~(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low- and Moderate-Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to EOHLC as provided in section 2(g), below.~~

(e) Developer shall obtain income certifications satisfactory in form and manner to EOHLC at least annually for all tenants of Low- and Moderate-Income Units. Said income certifications shall be kept by the management agent for the Project, for at least five (5) years after the applicable tenant's occupancy terminates and made available to EOHLC and the Municipality upon request.

(f) The Developer shall enter into a written lease with each tenant of a Low- and Moderate-Income Unit which shall be for a minimum period of one year ~~and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.~~

(g) Throughout the term of this Agreement, the Chief Executive Officer of the Municipality shall annually certify in writing to EOHLC that each of the Low- and Moderate-Income Units continues to be Low- and Moderate-Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low- and Moderate-Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). ~~[If 25% or more of the Units are Low- and Moderate-Income Units add: All of the Units] [If less than 25% of the Units are Low- and Moderate-Income Units add: Only Low- and Moderate-Income Units]~~ will be deemed Low- and Moderate-Income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low- and Moderate-Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low- and Moderate-Income Unit remains a Low- and Moderate-Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain EOHLC's approval of a marketing plan (the "Marketing Plan") for the Low- and Moderate-Income Units. Such Marketing Plan must describe the tenant selection process for the Low- and Moderate-Income Units and must set forth a plan for affirmative fair marketing of Low- and Moderate-Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low- and Moderate-Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to EOHLC for approval, the

Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. ~~The Marketing Plan~~ If the Chief Executive Officer of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the Marketing Plan for the Low- and Moderate-Income Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the Marketing Plan. In addition, the Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low- and Moderate-Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. The Developer may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Developer may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low- and Moderate-Income Unit and for five years following all future rentals of each Low- and Moderate-Income Unit, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by EOHLC prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time ~~prior to or~~ during the process of marketing the Low- and Moderate-Income Units, EOHLC determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. ~~The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders.~~ EOHLC and the Chief Executive Officer of the ~~municipality~~ Municipality shall have access during normal business hours to all books and records of the Developer and the Project upon reasonable prior written notice to the Developer in order to

monitor the Developer's compliance with the terms of this Agreement but without any unreasonable interference with the operations of the Project.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a _____ limited liability company duly organized under the laws of the ~~Commonwealth of Massachusetts~~ State of Delaware, and is qualified to transact business under the laws of this ~~State~~ Commonwealth, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

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

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by EOHLC, or other permitted encumbrances, including easements of record and mortgages referred to in paragraph 17, below).

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

9. Transfer Restrictions.

~~_____ (a) Except for rental of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted~~

under Section (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.

A request for consent to a Sale shall include:

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

~~The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;~~

~~A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.~~

~~Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Developer within thirty (days) after receipt of the request that either~~

~~The package requesting consent is incomplete, or~~

~~The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or~~

~~The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.~~

 (a) The Developer shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, or manager, ~~or agent~~ of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

(iii) ~~the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any party of the Project.~~

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other direct rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

~~Notwithstanding the above, EOHLC's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.~~

(b) ~~Prior to any transfer of ownership of the Project or any portion thereof or interest therein that is subject to the notifications requirements in Section 9(a) above, the Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage, agrees to secure from the transferee a written agreement stating that transferee will assume in full the Developer's obligations and duties under this Agreement.~~

10. Casualty; Demolition; Change of Use.

(a) ~~The~~Subject to the rights of any lender holding a mortgage on the Project, the Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best effortsshall have the right, but not the obligation, to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

(b) ~~The Developer shall not, without prior written approval of EOHLC and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of any residential rental unit within the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect; other than rental housing during the term of the Agreement unless required by law.~~

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and

executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

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

EOHLC: Executive Office of Housing and Livable Communities
Attention: Local Initiative Program Director
100 Cambridge Street, 3rd Floor
Boston, MA 02114

Municipality: Town of Lexington
Attention: Town Manager
1625 Massachusetts Avenue
Lexington, MA 02420

Developer: BP 17 Hartwell LLC
Attention: Regional General Counsel
800 Boylston Street, Suite 1900
Boston, MA 02199

with a copy to: BP 17 Hartwell LLC
Attention: Chris Carr – Development
800 Boylston Street, Suite 1900
Boston, MA 02199

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual. For the purposes hereof, the term “perpetual” shall mean for so long as the Project is being used for multi-family housing pursuant to the terms of the Major Site Plan Review and Stormwater Special Permit.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions

contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of EOHLC and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

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

16. Default.

(a) The Developer and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If EOHLC becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder ~~without receiving a Default Notice from Developer or the Municipality,~~ then EOHLC shall promptly give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "EOHLC Default Notice"). If any ~~such~~ default, violation, or breach of any provision of this Agreement is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of ~~the Default notice by the Developer or the Municipality,~~ or if no Default Notice is given, then within thirty (30) days after the giving of the EOHLC Default Notice, then at EOHLC's option, and without further notice, EOHLC may either terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. The thirty (30) day cure period set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure.

(b) If EOHLC elects to terminate this Agreement as the result of ~~an uncured breach, violation, or default hereof, which breach, violation, or default~~ that continues beyond the cure period set forth in this Section 16, ~~then or for such longer period as agreed to by EOHLC,~~ then EOHLC shall determine whether the Low- and Moderate-Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed Low- and Moderate-Income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

~~The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long term affordable rental housing, and by reason thereof the Developer agrees that EOHLC or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse EOHLC for all costs and attorney's fees associated with such breach.~~

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

DEVELOPER

BP 17 HARTWELL LLC, a Delaware limited liability company

By: BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, its sole member

By: BXP, Inc., a Delaware corporation, its general partner

By: _____

Its Name:

Title:

EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES

By: _____

Its:

MUNICIPALITY

By: _____

Its Chief Executive Officer

Attachments: Exhibit A - Legal Property Description
Exhibit B - Rents for Low- and Moderate-Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the _____ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ (“Mortgage”).

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

_____[NAME OF LENDER]
Northwestern Mutual Life Insurance Company

By: _____
Its:

(If the Development has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Re: _____17 Hartwell Avenue
_____(Project name)

_____Lexington, MA
_____(City/Town)

_____BP 17 Hartwell LLC
_____(Developer)

Property Description

That certain parcel of land on Hartwell Avenue in Lexington, Massachusetts shown as containing 5.25 acres on a plan entitled "Plan of Land in Lexington, Mass.", dated May 10, 1966, by Albert A. Miller and Wilbur C. Nylander, Civil Engineers & Surveyors, recorded with said Middlesex South District Registry of Deeds, Book 11264, Page 518, as Plan No. 1465 of 1966.

EXHIBIT B

Re: _____17 Hartwell Avenue

(Project name)Lexington, MA

BP 17 Hartwell LLC

(City/Town)

(Developer)

Initial Maximum Rents and Utility Allowances for Low- and Moderate-Income Units

| | <u>Rents</u> | <u>Utility Allowance</u> |
|-------------------------------|------------------------------------|----------------------------------|
| Studio units | \$ <u>2,134</u> | \$ <u>146</u> |
| One-bedroom units | \$ _____ <u>\$2,401</u> | \$ _____ <u>\$204</u> |
| Two-bedroom units | \$ <u>2,627</u> | \$ <u>304</u> |
| Three-bedroom units | \$ _____ <u>\$2,867</u> | \$ _____ <u>\$389</u> |
| Four-bedroom units | \$ _____ | \$ _____ |

TAB 5



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

January 7, 2025

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

BP 17 HARTWELL LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 10, 2015**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 72 for revocation of said Limited Liability Company's authority to transact business in the Commonwealth; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **BOSTON PROPERTIES LIMITED PARTNERSHIP**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **BOSTON PROPERTIES LIMITED PARTNERSHIP**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth



TAB 6

| | | | | | |
|--|-------------------------------------|-----------------|---------------------------|-----------------|--|
| 17 Hartwell, Lexington LAU/EOHLC | 2024 HUD Figures, Boston MSA | | | | |
| | | persons | 80% income (published) | | |
| | | 1 | \$91,200 | | |
| | | 2 | \$104,200 | | |
| | | 3 | \$117,250 | | |
| | | 4 | \$130,250 | | |
| | 5 | \$140,700 | | | |
| Utility Allowances from Lexington Housing Authority, High Rise, October 2024 | | | | | |
| | Studio | 1BR | 2BR | 3BR | |
| Electric Heating (Heat Pump) | \$38 | \$50 | \$69 | \$84 | |
| Electric Cooking | \$7 | \$9 | \$12 | \$15 | |
| Electricity | \$39 | \$46 | \$66 | \$74 | |
| Electric Water Heating | \$35 | \$48 | \$59 | \$71 | |
| Water | \$11 | \$20 | \$36 | \$52 | |
| Sewer | \$16 | \$31 | \$62 | \$93 | |
| total utility allowance | \$146.00 | \$204.00 | \$304.00 | \$389.00 | |
| 30% of 80% | | | | | |
| | Studio | 1BR | 2BR | 3BR | |
| 80% 2024 Gross Affordable Rents | \$2,280.00 | \$2,605.00 | \$2,931.25 | \$3,256.25 | |
| total utility allowance | \$146.00 | \$204.00 | \$304.00 | \$389.00 | |
| 80% 2024 Net Affordable Rents | \$2,134 | \$2,401 | \$2,627 | \$2,867 | |

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

| Locality / PHA Lexington, Massachusetts | | Unit Type High Rise [5 or More Units] | | | | | Date (mm/dd/yyyy) 10/01/2024 | |
|---|------------------------|---|------|------|---------------------------|-----------|--|--|
| Utility or Service | Fuel Type | 0 BR | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | |
| Heating | Natural Gas | 23 | 31 | 42 | 51 | 63 | | |
| | Bottled Gas | | | | | | | |
| | Electric | 58 | 78 | 106 | 130 | 156 | | |
| | Electric - Heat Pump | 38 | 50 | 69 | 84 | 103 | | |
| | Fuel Oil | 64 | 86 | 118 | 144 | 175 | | |
| Cooking | Natural Gas | 7 | 8 | 10 | 12 | 15 | | |
| | Bottled Gas | | | | | | | |
| | Electric | 7 | 9 | 12 | 15 | 20 | | |
| | Other | | | | | | | |
| Other Electric | | 39 | 46 | 66 | 74 | 80 | | |
| Air Conditioning | | | | | | | | |
| Water Heating | Natural Gas | 16 | 21 | 29 | 33 | 38 | | |
| | Bottled Gas | | | | | | | |
| | Electric | 35 | 48 | 59 | 71 | 83 | | |
| | Fuel Oil | 36 | 47 | 56 | 65 | 75 | | |
| Water | | 11 | 20 | 36 | 52 | 68 | | |
| Sewer | | 16 | 31 | 62 | 93 | 125 | | |
| Trash Collection | | | | | | | | |
| Range/Microwave | | 4 | 4 | 4 | 4 | 4 | | |
| Refrigerator | | 4 | 4 | 5 | 5 | 5 | | |
| Natural Gas | Customer Charge | 8 | 8 | 8 | 8 | 8 | | |
| Actual Family Allowances - May be used by the family to compute allowance while searching for a unit. | | | | | Utility/Service/Appliance | Allowance | | |
| Head of Household Name | | | | | Heating | | | |
| | | | | | Cooking | | | |
| | | | | | Other Electric | | | |
| Unit Address | | | | | Air Conditioning | | | |
| | | | | | Water Heating | | | |
| | | | | | Water | | | |
| | | | | | Sewer | | | |
| | | | | | Trash Collection | | | |
| Number of Bedrooms | | | | | Other | | | |
| | | | | | Range/Microwave | | | |
| | | | | | Refrigerator | | | |
| | | | | | Total | | | |

TAB 7



**17 Hartwell
Lexington, MA
Affordable Housing Lottery**

[Date]

Dear Community Member;

SEB Housing is currently working with BP 17 Hartwell LLC, EOHL, and the Town of Lexington to provide this affordable rental opportunity.

Enclosed is a flyer for this affordable housing opportunity. This lottery is being marketed through multiple affirmative and local newspapers in addition to mailings done to local churches and social organizations.

We hope you will be able to make this information available via any avenues of distribution that you see fit. If you'd like more information, have questions, or would like to receive an Information Packet and Application, you can call me (617) 782-2300 x207. Information is also available on our website:

<https://sebhousing.com/affordable-housing-opportunities/>

Thank you for your help and participation.

SEB Housing Team
SEB Housing, LLC
257 Hillside Ave.
Needham, MA 02494
Phone: (617) 782-2300 x207
Fax: (617) 782-4500
email: info@sebhousing.com
www.sebhousing.com

Affordable Housing Lottery

17 Hartwell

Lexington, MA

YOU CAN COMPLETE AND SUBMIT A LOTTERY APPLICATION ONLINE HERE:
[TBD: insert QR code & hyperlink for online application]

Monthly Rent Amounts

Two (2) Studios - \$TBD; Twenty-Five (25) 1 Bedrooms - \$TBD

Fifteen (15) 2 Bedrooms - \$TBD; Five (5) 3 Bedrooms - \$TBD

**Rents subject to change in future years. Tenants will be responsible for the cost of utilities: electric heat, hot water, cooking, electricity, water, and sewer charges. Garage parking spaces will be available to rent at a discounted rate for residents of affordable units. Pets are permitted, subject to restrictions.*

17 Hartwell is a 312-unit rental community located in Lexington. 47 of these apartments will be made available through this application process and rented to households with incomes at or below 80% of the Area Median Income. Additional unit and community features TBD. The first affordable units are expected to be available in TBD.

Maximum Household Income Limits

\$91,200 (1 person), \$104,200 (2 people), \$117,250 (3 people)

\$130,250 (4 people), \$140,700 (5 people) \$151,100 (6 people)

Public Info Session: TBD at 6:00 pm via Zoom

Go to zoom.com/join or call (646) 558-8656 and enter Meeting ID: 818 9317 7595. Passcode: 088159

Application Deadline: TBD at 2:00 pm

Completed Applications and must be delivered or postmarked by this date. Applications postmarked by the deadline must be received no later than 5 business days from the deadline.

Lottery: TBD at 6:00pm via Zoom

Go to zoom.com/join or call (646) 558-8656 and enter Meeting ID: 857 2736 5609, Passcode: 276410

Attendance is not required at Info or Lottery sessions. To view the recorded sessions at a later date, please search for **17 Hartwell** on the SEB Housing YouTube channel.

For Lottery Information and Applications, or for reasonable accommodations for persons with disabilities, go to www.sebhousing.com or call (617) 782-6900x1 and leave a message or postal mail SEB Housing, 257 Hillside Ave, Needham MA 02494. For TTY Services dial 711. Free translation available.

Traducción gratuita disponible. Tradução livre disponível. 提供免费翻译



YOU CAN COMPLETE AND SUBMIT A LOTTERY APPLICATION ONLINE HERE:
[TBD: insert hyperlink to online application]



TAB 8

Information Packet

17 Hartwell
17 Hartwell Avenue
Lexington, MA

An Affordable Housing Lottery

Facilitated on behalf of BP 17 Hartwell, LLC

This packet contains specific information on the affordable housing program and application process for the affordable rental apartments being offered at 17 Hartwell in Lexington, MA. You are invited to read this information and submit an application.

Please hold on to this packet until you have leased an apartment as it will be a useful guide throughout the entire process. The first apartments will be ready for occupancy shortly after the lottery in TBD.

YOU CAN COMPLETE AND SUBMIT A LOTTERY APPLICATION ONLINE HERE:
[TBD: QR Code & Link to Online Application]

Application Deadline: TBD at 2:00 pm

Applications must be completed online, delivered, or postmarked by this date.

Applications postmarked by the deadline must be received no later than 5 business days from the deadline.

Additional Applications available at
www.sebhousing.com

For Affordable Unit Information call (617) 782-6900 X1

For TTY Dial 711

Information Packet created by:

SEB Housing, 257 Hillside Ave, Needham, MA 02494

Free Translation Available. Traducción gratuita disponible. Tradução livre disponível.



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Information Session

There will be a Public Information Session on TBD 6:00 pm via Zoom where questions about the lottery and the development can be addressed directly.

Go to zoom.com/join, or call (646) 558-8656 and enter Meeting ID: 818 9317 7595, Passcode: 088159. Attendance is not required at Info or Lottery sessions. To view the recorded sessions at a later date, please search for **17 Hartwell** on the SEB Housing YouTube channel.

GENERAL OVERVIEW AND RENTS

17 Hartwell is a 312-unit rental community located in Lexington. 47 of these apartments will be made available through this application process and rented to households with incomes at or below 80% of the Area Median Income. Additional unit and community features TBD. The first affordable units are expected to be available in TBD. The unit mix of the affordable units is as follows:

| # of Units | # of Bedrooms | # of Bathrooms | Ave. Size <i>(subject to change during construction)</i> | Rent* |
|---|---------------|----------------|---|-------|
| 2 | Studio | 1 | 606 square feet | \$TBD |
| 25 <i>Four of these 1BR units are larger 1BR+den units (1 one-bedroom unit is disabled-accessible & 1 one-bedroom unit is hearing impairment-accessible)</i> | 1 | 1 | 737-948 square feet | \$TBD |
| 15 <i>1 two-bedroom unit is disabled-accessible</i> | 2 | 2 | 1,084 square feet | \$TBD |
| 5 <i>1 three-bedroom unit is disabled-accessible</i> | 3 | 2 | 1,328 square feet | \$TBD |

* The rents are set annually using a calculation that determines the “affordable” rent, which is based on the Area Median Incomes for the Boston-Cambridge-Quincy MSA, therefore the rents of units are subject to change. Tenants are responsible for paying the full amount of rent each month. Rents are not based on each applicant’s income (unless they already have a Section 8 voucher already or similar). **Tenants will be responsible for the cost of utilities: electric heat, hot water, cooking, electricity, water, and sewer charges. Garage parking spaces will be available to rent at a discounted rate for residents of affordable units (rates are currently TBD). Pets are permitted, subject to restrictions.**

Since it is possible that there will be more interested and eligible applicants than available units, the Developer will conduct a lottery to rank the eligible applicants for the program. The application and lottery process as well as the eligibility requirements are described in this information packet.

17 Hartwell does not discriminate in the selection of applicants based on race, color, national origin, religion, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

Q: How long will the designated apartments remain affordable?

A: As a **current resident only**, you are considered income eligible for an affordable unit as long as your household earns an income that does not exceed 140% of the current applicable income limit for a household of your size (*see Yearly Eligibility and Rent Review for more details*). If the AMI increases or the utility allowances decrease, the rent may increase as further described in the Regulatory Agreement.

ELIGIBILITY REQUIREMENTS

Q: Who is eligible to apply for the affordable apartments at 17 Hartwell?

A: In order to qualify for an affordable unit:

- 1.) Households must have income and assets that qualify within the parameters as highlighted in this section.
- 2.) Household priority will be given based on household composition. For questions on household size and composition, please read "**Household Size and Composition**".
- 3.) Households cannot own a home upon move-in. All homes must be sold before leasing a unit.
- 4.) Households, or their families, cannot have a financial interest in the development and a household member cannot be considered a Related Party.

Additionally, some of the apartments will be disabled-accessible or hearing impaired-accessible. All households may apply for the accessible apartments but households in need of an accessible apartment will get top priority, regardless if the apartment is designated as local preference or not. For questions on priority by need of a disabled accessible apartment, please read "**Disabled-Accessible and Hearing-Impaired Unit Information**".

Q: What are the income eligibility requirements?

A: To be eligible to lease an affordable apartment, annual household income must be within a particular range, set by maximum and minimum income levels as follows:

Maximum Income

| Household Size | Maximum Income Limit |
|----------------|----------------------|
| 1 | \$91,200 |
| 2 | \$104,200 |
| 3 | \$117,250 |
| 4 | \$130,250 |
| 5 | \$140,700 |
| 6 | \$151,100 |

To be eligible to apply to lease an affordable apartment, the combined annual income for all income sources of all income-earning members in the household must be at or below eighty percent (80%) of median income for Boston-Cambridge-Quincy MSA. **All sources of income are counted, please see details below.**

Minimum Income (and Assets)

Per the Leasing Office's policy, the rent to income ratio required to lease a unit is TBD% (i.e. applicant's monthly income must be approximately TBD times the monthly rent). Applicants may make less than the minimum incomes shown below if they have sufficient savings from which they can draw down otherwise, applicants will not be found to be eligible for a lease if they make less than the incomes shown below. Applicants who receive a housing subsidy (like Section 8) are not subject to the minimum income requirements but, like all other applicants, will also have to pass reviews on credit scores, tenant history, and criminal background checks in accordance with EOHLC's requirements regarding same. Applicants with a housing subsidy are encouraged to contact the housing agency who issues their housing subsidy to confirm that the rents are within the agency's payment standards to ensure that they will not be prohibited by the housing agency from using the housing subsidy at this property.

Please see "Leasing Office Review" in the step-by-step process for more details. Again, these minimum incomes are not required by the affordable housing program, they are just estimations of minimum incomes required by the leasing office.

| Unit Size | Approximate Minimum Income (plus assets) required for households without a housing subsidy |
|-----------|---|
| Studio | \$TBD |
| 1 BR | \$TBD |
| 2 BR | \$TBD |
| 3 BR | \$TBD |

Q: How is a household's income determined?

A: A household's income is the total anticipated amount of money received by ALL members of the household over the next 12 months (starting from the date of application and projecting forward 12 months) based on their current income and assets. In an effort to provide as accurate an income estimation as possible, the Lottery Agent will also review historical income data to provide a basis for future income estimates. Any monies you anticipate receiving in the next 12 months will be counted as income and monies received over the previous 12 months will be analyzed to help estimate future income. This includes, but is not limited to, Social Security, alimony, child support, overtime pay, bonuses, unemployment, severance pay, part-time employment, matured bonds, monies to be received in court settlements, and actual or imputed interest and dividends on bank accounts and other assets. ALL SOURCES OF INCOME ARE COUNTED with the exception of income from employment for household members under the age of 18 and any income from employment over \$480/year for full time students who are dependents of a household member who is also occupying the unit (but note that all such income must still be documented even if it is exempt from the household income calculation).

It will be assumed that all applicants will continue to receive any monies they have received over the past 12 months unless supporting documentation proves otherwise. It is also not up to the household to determine what monies received over the past year should and should not be counted as their calculated income. Therefore, all monies should be listed on the application and the inclusion of these monies in determining a household's eligibility will be based on affordable housing guidelines.

Allowable Assets

There is no asset limit for applying households for this development. However, the higher of the actual income earned from assets, or the imputed income of 0.06% of all assets, will be counted as income. Household Assets are calculated at the time of application. Assets may include cash, cash in savings and checking accounts, net cash value of stocks, net cash value of retirement accounts (such as 401k), real property, bonds, and capital investments.

If any household member currently owns property, the total amount of equity in the home shall be added to their total value of assets.

Example: A household has \$8,000 in savings, \$30,000 in a retirement account that they are not drawing down from (\$20,000 net cash value) and a home assessed at \$300,000 on which they currently have \$278,000 remaining on the mortgage (\$22,000 in equity).

| | |
|--------------------------------------|--|
| <i>Their assets total is:</i> | $\$8,000 + \$20,000 + \$22,000 = \$50,000$ |
| <i>Actual Income from assets is:</i> | $\$300 + \$0 + \$0 = \$300 (A)$ |
| <i>Imputed Income at 0.06% is:</i> | $0.06\% \text{ of } \$50,000 = \$30 (B)$ |

For this household, \$300 would be added to their income they receive from all other income sources (employment, Social Security, Alimony etc.) as the program takes the greater of (A) actual income from assets OR (B) imputed income from assets.

Q: I cannot withdraw money from my 401k or retirement fund, do I have to include it when I list my assets?

A: Yes. You need to include the *net cash value* of all your current retirement funds. We realize that most retirement funds assess large penalties for early withdrawal but this does not technically mean that you “cannot” withdraw your funds. The post-penalty amount is what you need to provide along with supporting documentation.

Q: If I cannot qualify for a Lease based on my own income or credit history, can I have a co-signer on my Lease?

A: No. Only people who will live in the apartment can sign the lease. Applying households must be able to meet the income qualifications on their own. If someone outside the household is going to help pay the rent, the amount to be paid must be listed as “Periodic Payments” on the Income Table in the Program Application. These payments will be counted towards the applying household’s income.

Q: Do I have to be a resident of the Town of Lexington to apply?

A: No. All households that meet the income guidelines specified above may apply for an affordable apartment. Applicants that meet the Local Preference requirements will be given the opportunity to lease some, but not all, of the affordable apartments first. For more information on Local Preference, please see page 15 of this Info Packet.

HOUSEHOLD SIZE AND COMPOSITION

Q: How is appropriate household size determined?

A: According to the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) guidelines:

Within an applicant pool, priority as set forth below, shall be given to households requiring the total number of bedrooms in the apartment based on the following **criteria**:

1. There is at least one occupant and generally no more than two occupants per bedroom (based on State Sanitary Code).
2. A married couple, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.

TYPE III

(Priority for a 3BR Apartment)

- All 6 person households
- All 5 person households
- All 4 person households
- 3 person household: 1 head-of-household plus 2 members
- 3 person household: 2 heads-of-household under **criteria 3** (described above) plus 1 member

TYPE II

(Appropriately sized for a 2BR unit and may apply for a 3BR unit but will not receive a priority for a 3BR unit).

- 3 person household: 2 heads-of-household plus one member
- 2 person household: 2 heads-of-household under **criteria 3** (described above)
- 2 person household: 1 head-of-household plus one member

TYPE I

(Appropriately sized for a Studio or 1BR unit and may apply for a 2BR or 3BR unit, but will not receive a priority for a 2BR or 3BR unit).

- 2 person household: 2 heads-of-household
- 1 person household

Households with a total number of members which exceed the Massachusetts State Sanitary Codes for that particular sized apartment will not be allowed to rent an apartment. **In “The Lottery” in the Step-By-Step Process, you will find a detailed explanation on how priority is given to certain household sizes and compositions.**

Household Size and Composition Frequently Asked Questions

Q: Does the unborn child of a currently pregnant household member count towards our household size for income eligibility purposes?

A: Yes. A household may count an unborn child as a household member. You will have to submit proof of pregnancy with all the income and asset documentation that needs to be submitted with your application.

Q: Can a Type I Household apply for a two-bedroom apartment?

A: Yes, however a Type I Household will not have priority for a 2BR apartment. Please see “The Lottery” in the Step-By-Step Process for how order will be given from the Lottery Results.

Q: Can a Type II Household apply for a three-bedroom apartment?

A: Yes, however a Type II Household will not have priority for a 3BR apartment. Please see “The Lottery” in the Step-By-Step Process for how order will be given from the Lottery Results.

Q: If I am currently going through a divorce/separation or planning on being divorced / separated soon, can I still apply?

A: You will need to provide proof that the divorce process has begun or has already been finalized. If no divorce has been initiated, then we would need you to certify and document that your spouse has a separate address. The Certification Application will guide you through the documentation that you will need to provide.

STEP-BY-STEP PROCESS AND TIMELINE

Q: What is the application, selection, and move-in process for the affordable apartments at 17 Hartwell?

A: The process is essentially a **three-step** process.

The first step is to qualify for the Lottery, which includes being given a position on the Waiting Lists. The **Lottery Application** must be completed but no supporting documentation is required at this step (it will be required in later steps).

The second step is to be found Lease Eligible and reserve a unit (and unit availability will be determined by your position on the Waiting Lists).

The third step is to be found Affordable Housing Program eligible (which involves submitting all required income, asset and tax documentation).

The following pages explain each step in greater detail.

Step 1a: Applying for the Housing Program

Through TBD (Application Deadline)

Step 1b: The Lottery

TBD at 6:00pm via Zoom. Go to zoom.com/join or call (646) 558-8656 and enter Meeting ID: 857 2736 5609, Passcode: 276410

Step 1c: Waiting Lists and Lottery Results

Established night of the lottery

Step 2a: Leasing Office Review and Unit Selection

1-30 days after the Lottery

Step 3: SEB Housing Approval of Program Eligibility

Within 10 days of reserving a unit, applicants must submit all required income, asset and tax documentation

Yearly Eligibility and Rent Review

30-90 days prior to lease renewal

Information Session

There will be a Public Information Session on TBD at 6:00 pm via Zoom where questions about the lottery and the development can be addressed directly.

Go to zoom.com/join, or call (646) 558-8656 and enter Meeting ID: 818 9317 7595, Passcode: 088159. Attendance is not required at Info or Lottery sessions. To view the recorded sessions at a later date, please search for **17 Hartwell** on the SEB Housing YouTube channel.

Step 1a: Applying for the Affordable Housing Program

Applicants will need to fill out a Lottery Application for every person that will be residing in the unit. Supporting income and asset documentation is not required with the Lottery Application (but will be required later). The Program Application must be received by the Lottery Agent by the date on the Lottery Application. Applications must be filled out entirely as incomplete applications will not be accepted for the lottery. Please see the cover page of the Lottery Application for locations for drop off and mailing address.

Once the Lottery Agent has received the Lottery Application, they will determine initial compliance for the lottery. Households without housing subsidies who fall well below the minimum income limits and households who submit applications indicated they are above the maximum allowable income limits will not be entered into the lottery. **Entrance into the lottery does not guarantee final income certification approval (see the following steps).**

Once a Lottery Application is received and SEB Housing determines the household is eligible for the lottery, the applicant will receive an Application Number that solely designates the order that their application was received. The purpose of the Application Number is simply to keep all household names unknown when the Application Numbers are drawn at the lottery.

Step 1b: The Lottery

The Lottery will be held on TBD at 6:00 pm via Zoom. Go to zoom.com/join and enter Meeting ID: 857 2736 5609, Passcode: 276410. Households do not need to be present for the Lottery drawing. All Households will be notified of the results by the Lottery Agent. There will be two drawings in the lottery, an Open/General Drawing and a Local Preference Drawing. A representative from SEB Housing pulls Application Numbers from a box or uses a computer to digitally randomize an order of application numbers. The randomly drawn Application Numbers are then placed in the order drawn on a Lottery Result List.

* A third minority drawing will be required to add non-local preference minority households into the local preference drawing if the monthly representation in the local preference pool is not 33.4% or higher. Please see the bottom of page 15 for those details.

The Application Numbers of households who qualify for accessible apartments will be added in with the other Application Numbers in the Open Drawing and (when applicable) the Local Preference Drawing.

Step 1c: The Waiting Lists

The Waiting Lists will be compiled immediately after the lottery. **The Waiting Lists created from the two Lottery Drawing Results Lists illustrate the order households will get to choose units based on unit size, local preference, and need for a hearing/disabled-accessible unit.** The position each household has on the Waiting Lists is determined by the order in which their Application Number is drawn relative to households of similar qualifications (i.e. local preference households will be given priority for some units, and households in need of the special features of an accessible unit will get priority for that unit).

Local Preference Waiting Lists

Waiting List for Six (6) 1BR apartments

Top Tier: Local Preference Households (no priority among household types)

Bottom Tier: Non-Local Preference Households (no priority between household types)

Waiting List for Three (3) 2BR apartments

Top Tier: Type II and III Local Preference Households

Second Tier: Type II and III Non-Local Preference Households

Third Tier: Type I Local Preference Households

Bottom Tier: Type I Non-Local Preference Households

Waiting List for Two (2) 3BR apartments

Top Tier: Type III Local Preference Households

Second Tier: Type III Non-Local Preference Households

Third Tier: Type II Local Preference Households

Fourth Tier: Type II Non-Local Preference Households

Fifth Tier: Type I Local Preference Households

Bottom Tier: Type I Non-Local Preference Households

General/Open Waiting Lists

Waiting List for Two (2) Studio apartments

Top Tier: All Households (no priority among household types)

Waiting List for Nineteen (19) 1BR apartments

Top Tier: All Households (no priority among household types)

Waiting List for Eleven (11) 2BR apartments

Top Tier: Type II and III Households

Bottom Tier: Type I Households

Waiting List for One (1) 1BR Disabled-Accessible (DA) apartment

Top Tier: Households who require the features of the DA unit (no priority between household types)

Waiting List for One (1) 1BR Hearing Impairment-Accessible (HI) apartment

Top Tier: Households who require the features of the HI unit (no priority between household types)

Waiting List for One (1) 2BR Disabled-Accessible (DA) apartment

Top Tier: All Type II and III Households requiring the features of the DA unit

Bottom Tier: All Type I Households requiring the features of the DA unit

Waiting List for One (1) 3BR Disabled-Accessible apartment

Top Tier: Type III Households who require the accessible features of the unit

Second Tier: Type II Households who require the accessible features of the unit

Bottom Tier: Type I Households who require the accessible features of the unit

**Please see the last Q&A on page 15 that details how certain non-Local Preference households may be able to qualify for local preference.*

Step 2a: Lease Application Invitation and Unit Selection

Households with high enough positions on the Waiting List to warrant an immediate invitation to go to the Leasing Office to complete a Lease Application will be given at least 5 days to schedule an appointment and complete the Lease Application. The Leasing Office may contact the several applicants from a Waitlist simultaneously, in which case, even if a household that is lower on the Waiting List completes a Lease Application before a household higher on the Waiting List, **the Waiting List order will always be preserved in determining the order that units get selected and reserved.**

The Lease Application review will be the same review that applicants for market-rate apartments undergo, where factors such as Employment history, Credit score/reports, Former lease history, Criminal Background Screening and sufficient income are considered. The Leasing Office can provide more details on their screening process during this step in the process. **Co-signers and/or guarantors are not allowed (see page 6).** Background checks will meet EOHLC's Model Policy Regarding Applicant Screening on the Basis of Criminal Records. In any instance where policy and procedures in the Management Company's Policy differ from the policy and procedures in the Model Policy, the policy and procedures of the Model Policy will be followed. For specific questions about credit and background/criminal issues, households can contact the leasing office.

Failure to complete a Lease Application by the given appointment date will result in the removal of their Application Number from the Waiting List. Households with positions lower on the Waiting Lists will have to wait for the removal of households with a higher position than them before being given an opportunity to lease an apartment. Households with lower positions will be given at least a 5-day notice of their upcoming appointment dates if there is going to be an apartment available for them. Households are removed from the Waiting Lists if the Leasing Office deems that they are not eligible for a lease based on their Lease Application, if a household fails to meet future deadlines for documentation submittal and lease signing, or if a household notifies the Leasing Office that they are no longer interested in leasing an apartment.

Q: If I cannot qualify for a Lease based on my own income or credit history, can I have a co-signer on my Lease?

A: No. Only people who will live in the apartment can sign the lease. Tenants must be able to meet the income qualifications on their own. Please see pages 4 and 5 for more details.

Step 2b: SEB Final Review of Program Eligibility

After a household has reserved an Affordable Unit, the Leasing Office will notify SEB Housing of the reservation. The household with an Affordable Unit reservation will then need to submit to SEB Housing all the income, asset, and tax documentation to SEB Housing for Final Review and Approval.

Upon initially receiving their Application Number prior to the lottery, all households will want to review the Documentation Requirements Guide for details on everything that will be required to complete this final review of Affordable Housing Program Eligibility. Any household who is contacted but fails to submit all required documentation (and if their initial submission is incomplete, all missing documentation) within 10 days of reserving a unit will be removed from the Waiting List and will lose their reservation. Similarly, any household who is over the income limit will also be removed from the Waiting Lists.

SEB Housing will notify the households and the Leasing Office if the household is missing documentation, or if the household is ineligible or eligible for the Affordable Unit they reserved. Eligible households will be able to sign leases and move into their Affordable Unit on the date initially established with the Leasing Office.

Yearly Eligibility and Rent Review

After a household has moved in, and approximately 90 days before lease renewal, tenants of affordable apartments will need to submit updated income and asset documentation to the Leasing Office so they can ensure continued eligibility under the affordable housing guidelines. Tenants will not be able to renew Leases until all required documentation has been submitted. Records of taxes, paystubs, bank statements and asset statements should be maintained while living in the affordable apartment.

Q: How long can I lease my affordable apartment?

A: As a **current resident only**, you are considered income eligible for an affordable apartment as long as your household earns an income that does not exceed **140% of the current year's income limit** for a household of your size.

Using the Current Income Limits as an example:

| Household Size | Current Income Limit for New Applicants (80% AMI Units) | Income Limit for Current Tenants (140% of Current Income Limit) |
|----------------|--|---|
| 1 | \$91,200 | \$127,680 |
| 2 | \$104,200 | \$145,880 |
| 3 | \$117,250 | \$164,150 |
| 4 | \$130,250 | \$182,350 |
| 5 | \$140,700 | \$196,980 |
| 6 | \$151,100 | \$211,540 |

According to the table above for the years shown, if a household's income exceeds the Income Limit for Current Tenants at the time of their renewal, their apartment shall still remain affordable until the next available market rate apartment with the same or greater number of bedrooms is rented at an affordable price to an affordable program-qualified tenant, at which point the apartment of the tenant with earnings exceeding the Income Limit for Current Tenants will be rented at market rates. The household with earnings exceeding the Income Limit for Current Tenants can choose to stay in their apartment yet would then have to pay the market rate rent.

Q: Will my rent increase each year, and if so, by how much?

A: Rents may increase if local Area Median Income increases or if the costs of utilities decrease. Relatedly, rents may decrease if the local Area Median income decreases or if the costs of utilities increase.

LOCAL PREFERENCE INFORMATION

Q: What is Local Preference?

A: The Town of Lexington has established a local preference for 25% of the affordable apartments. Local Preference will be given as described in the step-by-step process. An applicant qualifies for local preference if the applicant or a member of their household fits into one of the following categories:

- a current resident of Lexington
- an employee of the Town of Lexington (including Lexington Public Schools)
- an employee of a business located within the Town of Lexington
- A parent or guardian with children attending the Lexington Public Schools

Q: Do households which meet all Local Preference criteria get priority over households which meet only one?

A: No. As long as a household meets any one of the Local Preference criteria, they will qualify for Local Preference.

Q: What if a household does not qualify for Local Preference?

A: Households without Local Preference will be entered into the Open Lottery and will be given positions on the Waiting Lists based on where they are drawn in the Open Lottery drawing. Non-Local Preference households will also be given positions on the Local Preference Waiting List to ensure that need of a unit sizes get appropriately addressed (see question above, and the Waiting Lists on page 11).

Q: Does Local Preference get priority over a household in need of a disabled-accessible (DA) apartment?

A: No. The DA apartments will be made available to all households in need of a DA apartment regardless of household size and composition.

Adjustments to the Local Preference Pool

As stated by the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), "If the percentage of minorities in the local preference pool is less than the percentage of minorities in the surrounding HUD (U.S. Department of Housing and Urban Development) defined area, the following adjustments will be made to the local preference pool. The Developer will hold a preliminary lottery drawing comprised of all minority applicants who did not qualify for the local preference pool and rank the applicants in order of the drawing. Minority applicants should then be added to the local preference pool in order of their rankings until the percentage of minority applicants in the local preference pool is equal to the percentage of minorities in the surrounding HUD-defined area." The Percent Minority for the Metropolitan Statistical Area of Boston-Cambridge-Newton is 33.4%. This is the minimum percentage of minority applicants that must be in the local preference pool. Minority applicants are defined as a person who is a member of the following groups: Black or African American; Asian; Native American or Alaska Native; Native Hawaiian or Pacific Islander; or other (not White); and the ethnic classification Hispanic or Latino.

DISABLED-ACCESSIBLE AND HEARING IMPAIRED UNIT INFORMATION

Q: Who qualifies for a disabled-accessible (DA) unit or hearing-accessible (HI) unit?

A: According to *Mass Access: The Accessible Housing Registry*, “units that are barrier-free are accessible to people with disabilities that are wheelchair users but could also be used by people of different types of disabilities. For example, a person of very short stature, a person with a brain injury or stroke, severe cardiac or respiratory problems, or a person with limited standing, walking, or reaching ability, may use the design features of a wheelchair accessible unit.” Verification from a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual’s disability may be requested. But documentation submitted must specify that the household needs the features of an accessible or hearing-impaired unit, as relevant.

Q: How are disabled-accessible and hearing units awarded?

A: There are separate Waiting Lists for these apartments. The households with the top positions on these Waiting Lists will be given the first opportunity to lease the units that match the features.

Q: Can households that qualify for an accessible or hearing-impaired unit also apply for a unit without those features?

A: Yes. Households who apply for units with the special features will also be on the waiting lists for the units without those features. If they reach the top position on a Waiting List for a unit without special features before they reach the top position for a unit with the special features that meet their need, they will have to decide if they want to lease a unit with the features they need or wait until they have a top position on a Waiting List for a unit with features that matches their disability.

Q: What happens if there are fewer qualified applicants than disabled-accessible or hearing units at the time of the Lottery?

A: If there are not enough qualified applicants on the Waiting Lists for the units with special features, the units will be made available to the highest applicants on the Waiting Lists still waiting for units of the size available.

Q: Who is entitled to request a reasonable accommodation?

A: Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing. To request a reasonable accommodation, please email info@sebhousing.com or call 617-782-6900 x1 or postal mail SEB Housing, 257 Hillside Ave, Needham MA 02494

TAB 9

Affordable Unit Application
17 Hartwell
17 Hartwell Avenue
Lexington, MA

This is an important document. If you require language interpretation, please contact the agent for this development directly (info@sebhousing.com or 617-782-6900 x3) and request interpretation services in your own language. If the agent does not speak your primary language they will contact a translator who will provide language assistance.

Este es un documento importante. Si necesita interpretación de idiomas, comuníquese directamente con el agente de este desarrollo (info@sebhousing.com y 617-782-6900 x3) y solicite servicios de interpretación en su propio idioma. Si el agente no habla su idioma principal, se pondrá en contacto con un traductor para que proporcione que brindará asistencia lingüística.

Applications must be received by TBD at 2:00 p.m.

Applications postmarked by the deadline must be received no later than 5 business days after the deadline.

YOU CAN COMPLETE AND SUBMIT A LOTTERY APPLICATION ONLINE HERE:

[TBD: insert QR code & hyperlink to online application]

Maximum Household Income Limits:

\$91,200 (1 person), \$104,200 (2 people), \$117,250 (3 people)

\$130,250 (4 people), \$140,700 (5 people) \$151,100 (6 people)

Rents are \$TBD (Studio), \$TBD (1 BR), \$TBD (2BR), \$TBD (3BR). *Rents subject to change in future years. Tenants will be responsible for the cost of utilities: electric heat, hot water, cooking, electricity, water, and sewer charges. Garage parking spaces will be available to rent at a discounted rate for residents of affordable units. Pets are permitted subject to restrictions.*

Households must make approximately \$TBD to lease a Studio, \$TBD to lease a 1BR unit, \$TBD to lease a 2BR unit, \$TBD to lease a 3BR unit. Please read the Information Packet for more details.

This is not subsidized housing. Rents do not change based on applicant's income and tenants who do not already have housing subsidies (like Section 8 vouchers) will be responsible for paying the full rent themselves. Applicants with a housing subsidy are encouraged to contact the housing agency who issues their housing subsidy to confirm that the rents are within the agency's payment standards to ensure that they will not be prohibited by the housing agency from using the housing subsidy at this property. **Please read the Information Packet for more details.** Units are expected to be available TBD.

Directions To Complete this Lottery Application: Online Applications can be completed and submitted at the JOTFORM link above. If you'd prefer to submit a paper/PDF application, it must be completed and delivered by the deadline. This application must be filled out entirely for your application to be processed. Send or drop off all applications by the date above to: **SEB Housing-17 Hartwell, 257 Hillside Ave, Needham, MA 02135. Fax: (617) 782-4500; Phone: (617) 782-6900; Email: info@sebhousing.com**

This development does not discriminate in the selection of applicants on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law. For TTY Services dial 711. Free translation is available through Certified Languages International.



**17 Hartwell
Program/Lottery Application**

Please provide all the following contact information for the Head of Household.

Email address (if available): _____@_____

Applicant's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone:(_____) _____ Home Phone:(_____) _____

Work Phone:(_____) _____

Please note: Providing your email should facilitate the process of completing your application as you will be notified of missing documentation faster than if we can only send notifications via postal mail. If you do not provide your email address or do not have an email address, we will contact you via postal mail. We will not contact you about future lotteries unless requested.

Anticipated Move-In Date: _____

Please fill out the chart below for everyone who will be occupying the unit:

| NAME | AGE | HEAD OF HOUSEHOLD OR DEPENDENT | RELATIONSHIP TO APPLICANT LISTED AT THE TOP OF THIS PAGE | IS THIS PERSON A FULL-TIME STUDENT OR WILL BE A FULL-TIME STUDENT IN THE NEXT 12 MONTHS? | |
|------|-----|--------------------------------|--|--|----|
| | | | | Yes | No |
| | | | | Yes | No |
| | | | | Yes | No |
| | | | | Yes | No |
| | | | | Yes | No |
| | | | | Yes | No |
| | | | | Yes | No |

I certify that my Household Size is (total number of household members) _____.

Initial(s): _____

Initial(s): _____

HOUSEHOLD TYPE

You must check one of the following boxes for your household Type. Please note that the list is organized by TYPE and not by SIZE, so please read all options before selecting your Type. The Information Packet has more details on Types.

- 1 person household** (Type I)
- 1 person household with a disability or medical need for TWO bedrooms** (Please note that verification from medical provider of need for a 2BR unit will be required at certification otherwise household may be removed from Waiting Lists) (Type II)

- 2 person household: 2 heads-of-household** (Type I)
- 2 person household: 1 head-of-household plus one dependent** (Type II)
- 2 person household with a disability or medical need:** 2 heads-of-household where (A) heads-of-household cannot be required to share a bedroom as a consequence of sharing would be a severe adverse impact on their mental or physical health OR (B) there is a separate disability or medical need for **two** bedrooms. (In either case, please note that verification from medical provider of need for separate rooms for heads of households or of need for a 2BR unit will be required at certification otherwise household may be removed from Waiting Lists) (Type II)
- 2 person household with a disability or medical need for THREE bedrooms** (Please note that verification from medical provider of need for a 3BR unit will be required at certification otherwise household may be removed from Waiting Lists) (Type III)

- 3 person household: 1 head-of-household plus 2 dependents** (Type III)
- 3 person household: 2 heads-of-household plus 1 dependent** (Type II)
- 3 person household with a disability or medical need:** 2 heads-of-household plus one dependent, where (A) heads-of-household cannot be required to share a bedroom as a consequence of sharing would be a severe adverse impact on their mental or physical health OR (B) there is a separate disability or medical need for **three** bedrooms. (In either case, please note that verification from medical provider of need for separate rooms for heads of households or of need for a 3BR unit will be required at certification otherwise household may be removed from Waiting Lists) (Type III)

- 4 person household: all types** (Type III)
- 5 person household: all types** (Type III)
- 6-person household: all types** (Type III)

UNIT SIZE INFORMATION: For which bedroom size are you applying (you can select more than one).

- Studio
- 1 Bedroom
- 2 Bedroom
- 3 Bedroom

Do you currently receive or do you have a Section 8/Housing Choice voucher or certificate? (The Lottery Agent does not discriminate based on source of income. This question is asked for the sole purpose of determining ability to pay rent.)

- Yes
- No

LOCAL PREFERENCE INFORMATION

Do you or any member of your household qualify for Local Preference? An applicant qualifies for local preference if the applicant or a member of their household fit into one of the following categories (A) a current resident of Lexington, (B) employee of the Town of Lexington, (C) employee of businesses located in Lexington or (D) a parent or guardian with children attending Lexington Public Schools (including METCO students)

- Yes
- No

If you answered "Yes" for Local Preference you will need to attach the documentation specified below AFTER THE LOTTERY and failure to provide the requirement documentation may result in the applicant being dropped entirely from ALL Waiting Lists:

If qualifying under definition (A) as detailed above: I will have to submit submitted a Copy of two (2) utility bills 1 from each utility company in my name dated within the last 60 days, e.g., (1) electric, (1) oil, (1) cable, (1) gas, or (1) telephone **landline (not cell phone)**. If utility bills cannot be provided the following documentation **must** be provided: current signed lease **AND** proof of voter registration from Town of Lexington Election Department

If qualifying under definitions (B) or (C) as detailed above: I will have to submit copies of pay-stubs **AND IF THE PAY STUBS DO NOT SHOW THE ADDRESS OF THE JOB** I have submitted a **signed statement** from my employer on company letterhead the states the address of the job and the employee's name.

If qualifying under definition (D) as detailed above: I will have to submit copies of Lexington school transcripts **AND** proof of relation to the student (by birth certificate or legal guardianship or divorce decree)

RACE: (OPTIONAL)

You are requested to complete the following optional section in order to assist in determining preference. Completing this section may qualify you for additional lottery pools. (Please check all boxes that apply):

- Alaskan Native and Native American
- Black or African American
- Hispanic or Latino
- White (not of Hispanic origin)
- Asian
- Native Hawaiian or Pacific Islander
- Other (please specify) _____

ACCESSIBILITY PREFERENCE INFORMATION

Are you, or any member of your household, in need of an accessible unit? This is defined as persons with a physical disability that meet standards established by the Executive Office of Housing and Livable Communities and state laws for disabled accessible housing and who needs the features of a disabled-accessible unit.

- Yes
- No

Are you, or any member of your household, in need of a hearing impairment-accessible unit? This is defined as persons with a physical disability that meet standards established by the Executive Office of Housing and Livable Communities and state laws for disabled accessible housing and who needs the features of a hearing impairment-accessible unit.

- Yes
- No

REASONABLE ACCOMMODATION

Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, (“practices”) when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing. If you have a reasonable accommodation request related to this Application/Certification, please describe it here. If you have any other requests, including a reasonable accommodation request related to the Owner/Developer’s practices, or a reasonable modification request related to the physical structure of the building or unit, do not list it here. That request must be made directly to the Owner/Developer.

Does any member of the household have any reasonable accommodation requests or alternative ways we need to communicate with you?

- Yes
- No

If yes, please explain in the space provided here or write a signed statement and attach it:

RELATED PARTY

Is any member of the household related to or employed by the developer or related to or employed by the Property Management Company?

- Yes
- No

If yes, please explain the relationship in the space provided here:

DATABASE INFORMATION

How did you find out about this affordable housing opportunity?
(please be as specific as possible, if found “online” please provide web address)

INSTRUCTIONS FOR COMPLETING THE FOLLOWING INCOME TABLE

Please complete the Income Table on the following two pages. You will later be asked to attach supporting documentation in the form of the **five most recent consecutive pay stubs and/or income statements for all sources of income, W-2 statements** and the **most recent federal income tax returns** (including all attachments and amendments) for each member of the household.

For the purpose of **income determination**, **“Household”** shall mean all persons whose names appear on the lease, and also all persons who intend to occupy the housing unit as their permanent primary residence, even if they are not included on the lease. **So you must include the names and income information for EVERYONE who will be living in the unit or listing the unit as their permanent primary residence.**

If you are still legally married, you must have proof that you have filed for separation, otherwise your spouse shall both be considered part of your household. The incomes of *all* your household members will be included, with the exception of income from employment for household members under the age of 18 or any income from employment over \$480/year for full time students who are dependents of a household member who is also occupying the unit (but note that all such income must still be documented even if it is exempt from the household income calculation).

Please note:

1. Gross income from current wages, salaries, tips, etc. is the full amount, before any deductions, and is the amount used to determine estimated current annualized income.
2. For self-employed applicants- include the contract or job name in the space provided. You will be directed to all the additional documentation you will need to submit after the lottery.
3. “Interest Income” refers to any amount that you receive from any asset except for amounts drawn down from a retirement account or 401K as those go on the lines for “pension” or “retirement funds”.

INCOME

| Household Member Name | Source of Income | Current GROSS Monthly Income |
|-----------------------|-----------------------------------|------------------------------|
| | Employer (name) | |
| | Employer (name) | |
| | Employer (name) | |
| | Employer (name) | |
| | Employer (name) | |
| | Employer (name) | |
| | Employer (name) | |
| | Employer (name) | |
| | Employer (name) | |
| | Employer (name) | |
| | | |
| | Self-Employed (contract/job name) | |
| | Self-Employed (contract/job name) | |
| | Self-Employed (contract/job name) | |
| | | |
| | Child Support/Alimony | |
| | Child Support/Alimony | |
| | | |
| | Social Security Income | |
| | Social Security Income | |
| | Social Security Income | |
| | Social Security Income | |
| | | |
| | SSDI | |
| | SSDI | |
| | | |
| | Pension (list source) | |
| | Pension (list source) | |
| | Retirement Distributions | |

| Household Member Name | Source of Income | Current GROSS Monthly Income |
|---|--|------------------------------|
| | | |
| | Unemployment Compensation | |
| | Workman's Compensation | |
| | Severance Pay | |
| | | |
| | Title IV/TANF | |
| | | |
| | Full-Time Student Income (18 & Over Only) | |
| | Full-Time Student Income (18 & Over Only) | |
| | | |
| | Periodic payments from family/friends & Recurring Gifts (i.e. rent assistance from family) | |
| | | |
| | Interest Income (source) | |
| | Interest Income (source) | |
| | Interest Income (source) | |
| | Interest Income (source) | |
| | Interest Income (source) | |
| | Interest Income (source) | |
| | | |
| | Other Income (name/source) | |
| | Other Income (name/source) | |
| | | |
| | Gross Monthly Household Income (GMHI) | \$ /month |
| GMHI x 12 = Gross Annual Household Income \$ /year | | |

ASSETS

If a section doesn't apply, cross out or write N/A. After the lottery you will be directed to submit detailed bank/balance statements for EVERY ASSET listed here. If any household member has divested themselves of an asset for less than full and fair present cash value of the asset within two years prior to this application, the full and fair cash value of the asset at the time of its disposition must be listed below.

| | Bank Name | Last 4 Digits of Acct Number | Amount | |
|--|-----------------------|------------------------------|------------------------------|--------------|
| Checking Accounts | | | Balance \$ | |
| | | | Balance \$ | |
| | | | Balance \$ | |
| | | | Balance \$ | |
| Savings Accounts | | | Balance \$ | |
| | | | Balance \$ | |
| | | | Balance \$ | |
| Trust Account | | | Balance \$ | |
| Venmo/Paypal /Cash-App | | | Balance \$ | |
| | | | Balance \$ | |
| Certificates (or CDs) | | | Balance \$ | |
| | | | Balance \$ | |
| | | | Balance \$ | |
| Savings Bonds | Maturity Date: | | Value \$ | |
| | Maturity Date: | | Value \$ | |
| 401k, IRA, Retirement Accounts (Net Cash Value) | Company Name: | | Value \$ | |
| | Company Name: | | Value \$ | |
| | Company Name: | | Value \$ | |
| | Company Name: | | Value \$ | |
| Mutual Funds | Name: | # of Shares: | Interest/ Dividends | Value |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| Stocks | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| Bonds | | | \$ | \$ |
| | | | \$ | \$ |
| Investment Land (not a home) | | | Current Net Equity \$ | |

You MUST complete this section on Real Estate too!

Do you, or anyone on this application, currently own a home (including an investment home) or are listed on the deed for any home?

- Yes**
 No

If YES, put the current equity or the amount you should receive from the settlement here: \$

You must now read, sign and date the following page. And please do not staple your supporting documentation when submitting it.



Please read each item below carefully before you sign.

1. I hereby declare under pain and penalty of perjury that the information provided on every page of this application is true and correct. I understand that if any sources of income or assets are not disclosed on this application, or any information provided herein is not true and accurate, this application may be removed immediately from further consideration and I will no longer be allowed to reserve a unit.
2. I understand that the income and asset numbers I disclose will determine my eligibility for this lottery AND the Waiting Lists on which I will be placed, and that if the income and/or assets I disclose in this Application are less than my total income and/or assets when counting all sources as detailed in this Application and the Information Packet, and/or if my income is higher on the final date of Certification than what I disclosed in this Certification Application, and as a result I am not eligible for the unit(s) designated for the Waiting List(s) I will be placed on as a result of the information disclosed herein, then I will not be able to be added to any other Waiting List based on my position in the original drawing, but rather I will be added to the bottom of the Waiting Lists for which I am eligible as determined by my income at final Certification.
3. I understand that this application will be incomplete if I do not sign and date this page and initial at all indicated points in the application and that the failure to timely and/or fully supply information in accordance with the application may result in the the denial of my application and loss of position on all Waiting Lists.
4. The undersigned certify that none of the people listed in this application, or their families, have a financial interest in the development and none of the people listed in this application can be considered a Related Party by the affordable housing guidelines that govern this property.
5. The undersigned certify that the affordable unit will be undersigned's principal residence and the undersigned cannot own a home elsewhere or in trust while living in an affordable unit.
6. I understand that while previous years' tax transcripts and documentation are required, SEB Housing LLC does not use income reported on the previous years' tax documentation to calculate current annualized income.
7. I understand that the lease or residency agreement for the units to be occupied through this affordable housing program may be subject to cancellation if any of the information above is not true and accurate.
8. I understand that this is a preliminary application and the information provided **does not** guarantee housing. I also understand this is not the lease application used by the management company where the management company (not SEB Housing) will use criteria such credit score, tenant history and criminal background screening (in addition to affordable housing eligibility) to determine eligibility for an affordable unit. I understand that if given the opportunity to move forward in the process of leasing an affordable unit, and by given deadlines, I will need to complete Program Certification and I will need to be able to submit all required income, asset, tax and if applicable, local preference, and/or disabled-accessible documentation within 15 days of reserving a unit and failure to submit the required documentation in time, or to meet any other deadlines given by SEB or the management company, will result in my removal from the Waiting List.
9. I understand that any material change in the income or assets of my household that occurs after the submission of this application may make me ineligible for affordable housing. I understand that any changes to income or assets that may put my household into another income tier must be reported to SEB Housing.
10. Co-signers and Guarantors **are not** permitted unless they are co-tenants who will reside in the unit.
11. I acknowledge that if my email address is provided in this application, SEB Housing will correspond with me by email instead of postal mail unless I make a written request otherwise. I understand that any changes to my contact information or household composition must be reported to SEB Housing.
12. I acknowledge that the determination of eligibility by SEB Housing is based upon the guidelines that govern the Affordable Housing Program for the development and, as such, barring any confirmed error by SEB Housing in applying the guidelines and/or calculating income, the decision is final and I further agree to hold harmless SEB Housing from any claim(s) related to this application.
13. The undersigned give consent to the Town of Lexington, SEB Housing, LLC, EOHLC, and the developer or their assigns to verify the information provided in this application. The undersigned authorize the release of information necessary in determining income and assets from third-party references.

Applicant's Signature

Date

Applicant's Signature

Date

TAB 10

**17 Hartwell
Lexington, MA
Affirmative Marketing Plan**

Affirmative fair marketing of all the units shall be conducted to provide information, maximum opportunity, and otherwise attract eligible persons protected under state and federal civil rights laws that are least likely to apply in the Lexington, MA market area.

Print Ads for the affordable units will run at least twice within the 60 day marketing period in the newspapers listed. The papers listed cover the Middlesex County area, and include papers to attract African-American, Spanish, and Chinese applicants.

Once the Buyer Selection and Marketing Plan has been approved by the Municipality and EOHLC, SEB Housing will begin placing ads for the units online on the websites listed on the following pages. The 60 day marketing period for the affordable units will start upon the publication of the first online Ad. A detailed timeline starting with the first placements of Ads is included in the Information Packet.

SEB Housing will also contact all the print advertisers and set up the first ad insertions for the affordable units in each paper so that the first print ads are placed as quickly as possible in each publication. The second print ad will be run in each paper approximately 2 to 3 weeks after the first print ad.

Within a week of the online ads being posted, notices for the affordable units will also be sent to the organizations and social service groups listed herein. These local groups provide services for persons in the surrounding area who are considered least likely to apply. Additional community contact groups can be added to the marketing plan as directed by the town. Affordable units will be placed on the SEB, MetroList, and Housing Navigator websites.

Households interested in the affordable units can respond to the ad by contacting SEB via phone or email and having materials mailed or emailed to them, depending on the request. Information Packets and Applications for the affordable units will also be available at the Lexington Public Library (1874 Massachusetts Ave) and for download directly from the SEB website.

Notices for the affordable units will also be sent to the organizations and social service groups listed on the following page.

Households who need TTY Services may use MassRelay to communicate over the phone. SEB has communicated with applicants through MassRelay for over 5 years. The SEB Development Directory (where interested households leave their contact information if they wish to be sent materials or have questions they want answered directly) will be checked daily during the lottery marketing period. Messages left through MassRelay or other relay services will be returned on the same business day. All households shall have equal access to the SEB staff and the SEB Development Directory.

The development is aware of the FCC's guidelines on receiving Relay Services. The Sales Office will not mistakenly assume that people who are deaf, hard-of-hearing, or have a speech disability must come into the office to handle a matter in person even though other people are allowed to handle the same matter over the telephone.

Newspapers and Websites

| Name | Area | Racial/Ethnic Identification |
|--|----------------|------------------------------|
| Boston Globe Julie Gilbert Julie.gilbert@globe.com | Greater Boston | Mixed |
| El Mundo Tel: 617.522.5060 doris@elmundoboston.com | Greater Boston | Hispanic |
| The Bay State Banner Tel: 617.261.4600 Fax: 617.261.2346 Rachel@bannerpub.com | Greater Boston | African-American |
| Sampan Tel: 617.426.9492 ads@sampan.org | Greater Boston | Asian |
| Housing Navigator website www.housingnavigatorma.org | MA | Mixed |

Organizations, Businesses and Community Contact Groups

| Name and Mailing Address | Phone | Email |
|--|--------------|--|
| Lexington Housing Authority 1 Countryside Village Lexington, MA 02420 | 781-861-0900 | skeane@Lexingtonhousingauthority.org |
| The Arlington Advocate 9 Meriam Street Lexington, MA 02420 | 781-674-7726 | pmaddocks@wickedlocal.com JTzouvelis@gannett.com rvelasco@gannett.com |
| Cary Memorial Library 1874 Massachusetts Avenue Lexington, MA 02420 | 781-862-6288 | kstembridge@lexingtonma.gov lbernheim@minlib.net slusk@lexingtonma.gov |
| Lexington Public Schools 146 Maple Street Lexington, MA 02420 | 781-861-2580 | LCE@lexingtonma.org |
| Grace Chapel 59 Worthen Road Lexington, MA 02421 | 781-862-6499 | info@grace.org |
| Hancock United Church of Christ 1912 Massachusetts Avenue Lexington, MA 02421 | 781-862-4220 | office@hancockchurch.org |
| St. Brigid Church 2001 Massachusetts Avenue Lexington, MA 02421 | 781-862-0335 | Info@LexingtonCatholic.org |
| Trinity Covenant Church 7 Clematis Rd Lexington, MA 02421 | 781-861-0780 | info@trinitycovenantchurch.org |
| Follen Community Church 755 Massachusetts Avenue Lexington, MA 02420 | 781-862-3805 | info@follen.org |
| Lexington Town Clerk 1625 Massachusetts Avenue Lexington, MA 02420 | 781-698-4558 | clerk@lexingtonma.gov |
| Lexington Planning Division 1625 Massachusetts Avenue Lexington, MA 02420 | 781-698-4565 | planning@lexingtonma.gov |
| Lexington Human Services 39 Marrett Road, Community Center Lexington, MA 02421 | 781-698-4840 | humanservicesoffice@lexingtonma.gov Dana Bickelman, dbickelman@lexingtonma.gov |
| Lexington Human Resources 1625 Massachusetts Avenue Lexington, MA 02420 | 781-698-4590 | hroffice@lexingtonma.gov |

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|---|--------------|--|
| Lexington Chamber of Commerce 1620 Massachusetts Avenue Lexington, MA 02420 | 781-862-2480 | director@lexingtonchamber.org |
| Link to Lexington Digital Newsletter | | Jonas Miller, Communications Director jmiller@lexingtonma.gov |
| Lexington Police 1575 Massachusetts Avenue Lexington, MA 02420 | 781-862-1212 | Michael A. McLean, Police Chief mmclean@lexingtonma.gov |
| Lexington Fire Department 45 Bedford Street Lexington, MA 02420 | 781-698-4700 | Fire Department Chief, Derek Sencabaugh dsencabaugh@lexingtonma.gov |
| LexHAB | 781-863-5362 | director@lexhab.org |
| Woburn Redevelopment Authority P.O. Box 72 Woburn, MA 01801 | 781-897-5817 | mblingblom@cityofwoburn.com |
| Town Clerk 22 Monument Square Concord, MA 01742 | 978-318-3080 | townclerk@concordma.gov jdonovan@concordma.gov |
| Planning Division Senior Planners 141 Keyes Road 1st Floor Concord, MA 01742 | 978-318-3290 | czale@concordma.gov hcarey@concordma.gov aclifford@concordma.gov kjohnson@concordma.gov ehughes@concordma.gov |
| Concord Police Department Senior Admin Assistant 219 Walden Street Concord, MA 01742 | 978-318-3400 | dcaruso@concordma.gov |
| Concord Fire Department Senior Admin Assistant 209 Walden Street Concord, MA 01742 | 978-318-3488 | tjudge@concordma.gov |
| Concord Housing Development Corp. 141 Keyes Road Concord, MA 01742 | 978-318-3290 | |
| Harvey Wheeler Comm. Center Ginger Quarles - Director 1276 Main Street Concord, MA 01742 | 978-318-3020 | gquarles@concordma.gov |
| Concord Free Public Library Kerry Cronin, Library Director 129 Main Street Concord, MA 01742 | 978-318-3300 | kcronin@concordma.gov |

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|---|----------------|--|
| Concord Free Public Library Fowler Branch 1322 Main Street Concord, MA 01742 | 978-318-3350 | |
| Concord Housing Development Corporation 141 Keyes Road Concord, MA 01742 | 978-318-3290 | mrasmussen@concordma.gov |
| Concord Housing Authority 34 Everett Street Concord, MA 01742 | 978-369-8435 | publicinfo@concordma.gov |
| Concord Public Schools 120 Meriam Road Concord, MA 01742 | 978-318-1500 | ehiggins@concordps.org lhunter@concordps.org |
| Concord Council on Aging 1276 Main Street Concord, MA 01742 | 978-318-3020 | |
| Trinitarian Congregational Church 54 Walden Street Concord, MA 01742 | 978-369-4837 | rebecca@triconchurch.org jwalpole@triconchurch.org abruning@triconchurch.org |
| First Parish in Concord 20 Lexington Road Concord, MA 01742 | 978-369-9602 | contact@firstparish.org |
| New Life Community Church 221 Baker Ave Concord, MA 01742 | 978-369-0061 | info@newlife.org |
| Belmont Housing Authority 59 Pearson Rd Belmont, MA 02178 | 617-484-2160 | |
| Town Clerk 10 Mudge Way Bedford, MA 0173 | (781) 275-0083 | clerk@bedfordma.gov |
| Town Manager – Sarah Stanton 10 Mudge Way Bedford, MA 01730 | (781) 275-1111 | |
| Planning Director – Tony Fields 10 Mudge Way Bedford, MA 01730 | (781) 275-1548 | afields@bedfordma.gov |
| Bedford Free Public Library 7 Mudge Way Bedford MA 01730 | (781) 275-9440 | bedmail1@minlib.net |
| Bedford Housing Authority 1 Ashby Place Bedford, MA 01730 | 781-275-2428 | |

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|---|------------------------------|--|
| Council on Aging 12 Mudge Way Bedford, MA 01730 | 781-275-6825 | |
| Youth & Family Services Committee 12 Mudge Way Bedford, MA 01730 | 781-275-7727 | |
| Zoning Board of Appeals 10 Mudge Way Bedford, MA 01730 | 781-275-7446 | |
| Board of Assessors 10 Mudge Way Bedford, MA 01730 | 781-275-0046 | |
| Rotary Club of Bedford PO Box 414 Bedford, MA 01730 | | info@bedfordMArotary.org |
| Bedford Farmers Market 17 Reed Lane Bedford, MA 01730 | 781-275-2464 | |
| Bedford High School 9 Mudge Way Bedford, MA 01730 | 781-275-1700 | |
| John Glenn Middle School 99 McMahan Rd Bedford, MA 01730 | 781-275-3201 | |
| Davis Elementary School 410 David Road Bedford, MA 01730 | 781-275-6804 | |
| Middlesex Community College 591 Springs Road Bedford, MA 01730 | 781-280-3200 | Middlesex@middlesex.mass.edu |
| St Michael Catholic Church 90 Concord Road Bedford, MA 01730 | 781-275-6318 781-271-9879 | office@saintmichaelparishbedford.org |
| First Parish in Bedford 75 Great Road Bedford, MA 01730 | 781-275-8802 | |
| St. Paul's Episcopal Church 100 Pine Hill Road Bedford, MA 01730 | 781-275-8262 | |
| First Church of Christ, Congregational 25 Great Road Bedford, MA 01730 | 781-275-7951 | |
| Immanuel Baptist Church 400 Great Road Bedford, MA 01730 | 781-275-8104 | |

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| Lutheran Church of the Savior 426 Davis Road Bedford, MA 01730 | 781-275-6013 | |
| Veterans of Foreign Wars 76 Loomis Street Bedford, MA 01730 | 781-275-4150 | |
| Bedford Community Table/Pantry 12 Mudge Way Bedford, MA 01730 | 781-275-7355 | |
| Caritas Communities 204 Springs Road Bedford, MA 01730 | 781-271-0264 | info@caritascommunities.org |
| Independent Living Innovations 110 Great Road Bedford, MA 01730 | 781-275-1114 | |
| American Medical Resources Foundation Inc 47 Concord Court Bedford, MA 01730 | 781-275-3336 | |
| Britain Before You Limited 231 Concord Road Bedford, MA 01730 | 781-275-8381 | |
| Double K Enterprises 16 Battle Flagg Road Bedford, MA 01730 | 781-275-5554 | |
| Elm Brook Place Eliot Human Services 124 South Road Bedford, MA 01730 | 781-687-0993 | |
| The Commons 1 Harvest Cir, Lincoln, MA 01773 | | |
| Town of Lincoln Krystal Elder 16 Lincoln Road, Lincoln Ma 01773 | 781-259-2605 | |
| Mass Audubon Drumlin Farm 208 S Great Rd, Lincoln, MA 01773 | 781-259-9500 | |
| Donelan's 145 Lincoln Road, Lincoln MA 01773 | | |
| Lincoln North 55 Old Bedford Rd Lincoln, MA 01773 | | |

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|---|------------------------------|--|
| Care Dimensions 125 Winter St, Lincoln, MA 01773 | | |
| Mayor's Office City Hall 10 Common Street Woburn MA 01801 | 781-897-5817 | |
| City Clerk Lindsay E. Higgins 10 Common Street Woburn, MA 01801 | 781-897-5850 | lhiggins@cityofwoburn.com |
| Human Resources Department Karen Crawford 10 Common Street Woburn, MA 01801 | 781-897-5955 781-897-5956 | shealey@cityofwoburn.com kcrawford@cityofwoburn.com |
| Board of Appeals Woburn City Hall 10 Common Street Woburn, MA 01801 | 781-897-5850 | jconnolly@cityofwoburn.com |
| Council on Aging Woburn Senior Center Joanne Collins 144 School Street Woburn, MA 01801 | 781-937-7899 | aspeicher@cityofwoburn.com |
| Woburn Planning Board Tina Cassidy Director 10 Common Street Woburn, MA 01801 | 781-897-5817 | ksmith@cityofwoburn.com |
| Woburn Redevelopment Authority Po Box 72 Woburn, MA 01801 | 781-897-5817 | jcashell@cityofwoburn.com ksmith@cityofwoburn.com chagerty@cityofwoburn.com |
| Woburn Public Library 45 Pleasant Street Woburn, MA 01801 | 781-933-01488 | |
| Woburn Public Schools 55 Locust Street Woburn, MA 01801 | 781-937-8233 | patriciachisholm@woburnps.com colleencormier@woburnps.com ellencrowley@woburnps.com andrewlipsett@woburnps.com |
| Woburn Memorial High School 88 Montvale Avenue Woburn, MA 01801 | 781-937-8210 | jamesaustin@woburnps.com |

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|--|--------------|--|
| Goodyear 41 Central Street Woburn, MA 01801 | 781-937-8237 | |
| Reeves Elementary School 240 Lexington Street Woburn, MA 01801 | 781-937-8240 | mcomenitz@woburnps.com mkelly2@woburnps.com mpuleo@woburnps.com aclements@woburnps.com |
| Wyman Elementary School 679 Main Street Woburn, MA 01801 | 781-937-8243 | kmaloney@woburnps.com bkent@woburnps.com jcannon@woburnps.com ddanizio@woburnps.com |
| Altavesta Elementary School 990 Main Street Woburn, MA 01801 | 781-937-8235 | lriley@woburnps.com kpugsley@woburnps.com awackrow@woburnps.com |
| St. Charles Elementary School 8 Myrtle Street Woburn, MA 01801 | 781-935-4635 | |
| Dr. Daniel Joyce Middle School 55 Locust Street Woburn, MA 01801 | 781-937-8233 | |
| Shamrock Elementary School 60 Green Street Woburn, MA 01801 | 781-937-8241 | tmelendy@woburnps.com tmelendy@woburnps.com jmacleod@woburnps.com |
| Malcolm White Elementary School 36 Bow Street Woburn, MA 01801 | 781-937-8242 | mw.tiger.pto@gmail.com |
| Linscott-Rumford 86 Elm Street Woburn, MA 01801 | 781-937-8239 | jmerra@woburnps.com jparsons@woburnps.com tpeary@woburnps.com |
| Catherine Hinds Institute of Esthetics 300 Wildwood Avenue Woburn, MA 01801 | 781-935-3344 | admissions@catherinehinds.edu studentclinic@catherinehinds.edu financialaid@catherinehinds.edu |
| Genesis 35 Olympia Avenue Woburn, MA 01801 | 781-281-1585 | begin@genesisthejourney.com |
| First Congregational Church 322 Main Street Woburn, MA 01801 | 781-933-1642 | info@1stwoburn.org |

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|--|--------------|--|
| St. Charles Catholic Church 280 Main Street Woburn, MA 01801 | 781-933-0300 | saintcharles@saintcharleschurch.net |
| Lutheran Church of the Redeemer (ELCA) 60 Forest Park Rd Woburn, MA 01801 | 781-933-4600 | office@redeemerwoburn.org |
| First Baptist Church 3 Winn Street Woburn, MA 01801 | 781-933-3008 | firstbaptistwoburn@verizon.net |
| North Congregational Church 896 Main Street Woburn, MA 01801 | 781-933-1229 | |
| Church of the Living God 205 Cambridge Rd Woburn, MA 01801 | 781-935-1355 | |
| Annunciation Greek Orthodox 70 Montvale Avenue Woburn, MA 01801 | 781-935-2424 | office@annunciationwoburn.net frnicholas@annunciationwoburn.net |
| Anchor Baptist Church 29 Montvale Avenue #A Woburn, MA 01801 | 781-932-0765 | |
| Trinity Church 535 Main Street Woburn, MA 01801 | 781-935-0219 | |
| St. John Baptist Church 40 Everett Street Woburn, MA 01801 | 781-935-4314 | sjbcpubrel3840@gmail.com |
| United Methodist Church 523 Main Street Woburn, MA 01801 | 781-935-6824 | Woburn.UMC@gmail.com |
| Super Stop & Shop 2 Elm Street Woburn, MA 01801 | 781-935-0821 | |
| Market Basket 310 Mishawum Rd Woburn, MA 01801 | 781-933-0086 | |
| Metal Supermarkets 16 6 th Rd Woburn, MA 01801 | 781-933-0176 | |

| | | |
|--|----------------|--|
| Whole Foods Market 400 Cambridge Rd Woburn, MA 01801 | 781-376-9600 | |
| Woburn Police Department 25 Harrison Avenue Woburn, MA 01801 | 781-933-1212 | police@woburnpd.com |
| Woburn Fire Department 124 Main Street Woburn, MA 01801 | 781-897-1383 | msalvati@cityofwoburn.com |
| Little Sprouts Woburn 4 Gill Street Woburn, MA 01801 | 877-977-7688 | |
| Puddle Duck Daycare 21 Olympia Avenue Woburn, MA 01801 | 781-932-8226 | pudledck@aol.com |
| Golf & Ski Authority Woburn Country Club 1 Country Club Rd Woburn, MA 01801 | 781-933-9880 | jpowerwcc@verizon.net |
| Historical Commission 10 Common St. Woburn, MA 01801 | 781-897-5898 | HistoricalCommission@cityofwoburn.com |
| Public Works 50 North Warren St Woburn, MA | 781-897-5980 | jduran@cityofwoburn.com |
| Retirement Board 10 Common Street Woburn, MA 0181 | 781-897-5820 | aspeicher@cityofwoburn.com |
| Woburn Senior Center P.O. Box 107 Woburn, MA, 01801 | 781-937-8297 | cmurphy@cityofwoburn.com |
| City of Waltham Mayor's Office City Hall Second Floor 610 Main Street Waltham, MA 02452 | (781) 314-3100 | mayor@city.waltham.ma.us |
| City of Waltham City Clerk 610 Main Street City Hall Second Floor Waltham, MA 02452 | (781) 314-3120 | |

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| Waltham Public Library 735 Main St. Waltham, MA 02451 | 781-314-3425 | waltham@minlib.net |
| William F. Stanley Senior Center Marybeth Duffy - Director 488 Main Street Waltham, MA 02452 | (781) 314-3499 (781) 899-7228 | (781) 899-7373 |
| Housing Division Programs John Shirley / Housing Specialist 25 Lexington Street Waltham, MA 02451 | (781) 314-3380 | |
| Waltham Housing Authority John Gollinger, Executive Director 110 Pond St. Waltham, MA 02451 | 781-894-3357 | WHA@walhouse.org markj@walhouse.org |
| Department of Veterans' Services Michael Russo - Director 119 School Street Room 15 Waltham, MA 02451 | (781) 314-3415 | |
| Planning Department Catherine Cagle -Director Government Center 119 School Street Top Floor Waltham, MA 02451 | (781) 314-3370 | |
| Waltham Public Schools 617 Lexington Street Waltham, MA 02452 | 781-314-5440 | Dr. Brian Reagan webmaster@walthampublicschools.org |
| James Fitzgerald Elementary 140 Beal Road Waltham, MA 02453 | 781-314-5685 | |
| Thomas R. Plympton Elementary 20 Farnsworth Street Waltham, MA 02451 | 781-314-5765 | |
| John F. Kennedy Middle School 655 Lexington Street Waltham, MA 02452 | 781-314-5565 | |
| John W. McDevitt Middle School 75 Church Street Waltham, MA 02453 | 781-314-5595 | |

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| William F. Stanley Elementary 250 South Street Waltham, MA 02453 | 781-314-5620 | |
| Douglas MacArthur Elementary 494 Lincoln Street Waltham, MA 02452 | 781-314-5725 | |
| Northeast Elementary School 70 Putney Lane Waltham, MA 02452 | 781-314-5745 | |
| Henry Whittemore Elementary 30 Parmenter Rd Waltham, MA 02453 | 781-314-5785 | |
| Waltham Senior High 617 Lexington Street Waltham, MA 02452 | 781-314-5445 | |
| WATCH, INC (CDC) Daria Gene - Executive Director 24 Crescent St, Suite 201 Waltham, MA 02453 | 781-891-6689 | daria@watchcdc.org |
| Chamber of Commerce 84 South Street Waltham, MA 02453 | 781-894-4700 | info@walthamchamber.com |
| Waltham Boys and Girls club 20 Exchange Street Waltham, MA 02451 | 781-893-6620 | |
| First Parish in Waltham 50 Church Street Waltham, MA 02452-5506 | 781-893-6240 | walthamuu@gmail.com |
| Beth Eden Baptist Church 84 Maple Street Waltham, MA 02453 | 781-899-4674 | minister@bethedenbaptist.org |
| The Community Day Center 16 Felton St. Waltham, MA 02453 | 781-392-6311 | director@communitydaycenter.org |
| Immanuel Methodist Church 3 Chester Ave Waltham, MA 02453-3917 | 7818937250 | immanuelumchurch@verizon.net |
| St Mary's Church 133 School Street Waltham, MA 02451 | 781-891-1730 | |

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| Our Lady Comforter of the Afflicted Parish 920R Trapelo Rd Waltham, MA 02452 | 781-894-3481 | parish@olca.org |
| St. Jude's Parish 147 Main Street Waltham, MA 02452 | 781-893-3100 | ccroatti@saintjudewaltham.org |
| Opportunities for Inclusion, Inc. Gabriel Vonleh, MHA Chief Executive Officer 56 Chestnut Street Waltham, MA 02453 | 781-899-1344 x4112 | admin@oppsforinclusion.org |
| Sacred Heart Church 311 River Street Waltham, MA 02453-6056 | 781-899-0469 | sacredheart311@aol.com |
| New Covenant Church of Cambridge 527 Main Street Waltham, MA 02452 | 781-788-8840 | info@newcovwaltham.org |
| Christ Episcopal Church 750 Main Street Waltham, MA 02451 | 781-891-6012 | office@christchurchwaltham.org |
| Waltham Lions Club P.O. Box 540043 Waltham, MA 02454-0043 | 781-891-7185 | lionswaltham@gmail.com |
| Latinos In Action Waltham P.O. Box 550132 North Waltham, MA 02455-013 | 781-894-8251 781-853-3926 | leadwaltham@yahoo.com Contact@latinosinaction.org |
| REACH Karla N. Zevallos (Community Advocacy Coordinator) P.O. Box 540024 Waltham, MA 02454 | 781-891-0724 ext. 101 | karla@reachma.org |
| First Presbyterian Church PO Box 540269 Waltham, MA 02454 | 781-893-3087 | fpcwaltham@gmail.com |
| Haitian Community Church of the Nazarene 1450 Trapelo Rd Waltham, MA 02451 | 781-890-7629 | |
| First Baptist Church 400 Lexington Street Waltham, MA 02452 | 781-893-7058 | |

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| St Charles Borromeo Parish 30 Taylor Street Waltham, MA 02453 | 781-893-0330 | |
| Lakeview Congregational 285 Lake Street Waltham, MA 02451 | 781-893-0636 | |
| Trinity Church 730 Main Street Waltham, MA 02451 | 781-899-3891 | info@trinitywaltham.org |
| Hope International Church 21 Bruce Rd Waltham, MA 02453 | 781-891-5238 | info@hopeic.org |
| Temple Beth Israel 25 Harvard St Waltham, MA 02453 | 781-894-5146 | templebethisrael@verizon.net |
| First Evangelical Lutheran Church 6 Eddy Street Waltham, MA 02453 | 781-893-6563 | tmahl@rcn.com |
| American Legion Joseph F. Hill Post 156 215 Waverly Oaks Rd Waltham, MA 02452 | 781-647-0156 | A1156@verizon.net |
| Central Square Business Association 591 Main Street Waltham, MA 02154 | 781-893-3732 | |
| Elks Lodge #953 101 School Street Waltham, MA 02452 | 781-894-2835 | joanne.centola01@gmail.com |
| Knights of Columbus, Waltham Council #147 812 Moody Street Waltham, MA 02453 | 781-899-2120 | |
| Rockland Trust 75 Moody Street Waltham, MA 02451 | (781) 392-3700 | |
| Watertown Savings Bank 25 Market Place Drive Waltham, MA 02451 | (617) 928-9000 | |

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| Lighthouse Bank 300 5th Avenue Waltham, MA 02451 | (781) 622-3792 | |
| People's United Bank 775 Main Street Waltham, MA 02451 | (781) 647-2210 | |
| Brookline Bank 456 Main Street Waltham, MA 02452 | (781) 697-3500 | |
| Raytheon Credit Union 600 Main Street, #1 Waltham, MA 02452 | (781) 894-6351 | |
| VFW Post 10334 623 Trapelo Rd Belmont, MA 02452 | 781-893-0317 | |
| VFW Post 2152 210 Felton Street Waltham, MA 02453 | 781-899-5230 | |
| Arlington Boys and Girls Club Derek Curran 60 Pond Lane Arlington, MA 02474 | 781-648-1617 | abgclub@abgclub.org |
| Arlington Council on Aging Susan Carp, Executive Director 27 Maple St Arlington, MA 02476 | 781-316-3400 | scarp@town.arlington.ma.us |
| Arlington Disability Commission Jack Jones - ADA Coordinator 20 Academy Street Arlington, MA 02476 | 781-316-3431 | JJones@town.arlington.ma.us |
| Arlington High School Matthew Janger, Principal 865 Massachusetts Avenue, Arlington, MA 02476 | 781-316-3590 | mjanger@arlington.k12.ma.us |
| Arlington Housing Authority John Griffin, Director 4 Winslow St. Arlington, Ma. 02474. | 781-646-3400 | jgriffin@arlingtonhousing.com |
| Arlington Public Schools Kathleen Bodie, Supt. of Schools Arlington High School | 781-316-3501 | kbodie@arlington.k12.ma.us |

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| 869 Mass. Ave. Arlington, MA 02476 | | |
| Arlington Town Library Ryan Livergood, Director 700 Massachusetts Avenue Arlington, MA 02476-8627 | 781-316-3200 | rlivergood@town.arlington.ma.us |
| Bishop Elementary School Mark McAneny, Principal 25 Columbia Road Arlington, MA 02474 | 781-316-3792 | mmcaneny@arlington.k12.ma.us |
| Brackett Elementary School Stephanie Zerchykov, Principal 66 Eastern Ave. Arlington, MA 02476 | 781-316-3702 | szzerchykov@arlington.k12.ma.us |
| Dallin Elementary School Dr. Eileen Woods, Principal 185 Florence Ave Arlington, MA 02476 | 781-316-3730 | trossi@arlington.k12.ma.us |
| First Parish Unitarian Universalist Church of Arlington 630 Massachusetts Avenue Arlington, MA 02476 | 781-648-3799 | churchoffice@firstparish.info |
| Hardy School Deborah D'Amico 52 Lake Street Arlington, MA 02474 | 781-316-3782 | ddamico@arlington.k12.ma.us |
| Highrock Covenant Church 735 Massachusetts Avenue Arlington, MA 02476 | 781-652-9859 | myca@highrock.org |
| Menotomy Preschool 869 Massachusetts Ave. Arlington, MA 02476 | 781- 316-3655 | ksimoneau@arlington.k12.ma.us |
| Ottoson Middle School Mr. Timothy Ruggere 63 Acton St. Arlington, MA 02476 | 781-316-3745, Ext. 2105 | TRuggere@arlington.k12.ma.us |
| Peirce Elementary School Karen Hartley, Principal 85 Park Avenue Extension Arlington, MA. 02474 | 781-316-3736 | khartley@arlington.k12.ma.us |
| Saint John's Episcopal Church 74 Pleasant Street Arlington, MA 02474 | 781-648-4819 | info@monkdevelopment.com |

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| St. Paul Lutheran Church 929 Concord Turnpike Arlington, MA 02476 | 781- 646-7773 | parishadmin@stpaularlington.org |
| Stratton Elementary School Michael Hanna, Principal 180 Mountain Avenue Arlington, MA 02474 | 781-316-3754 | akelly@arlington.k12.ma.us |
| Thompson Elementary School Principal: Sheri Donovan 60 N. Union St. Arlington, MA 02474 | 781-316-3769 | sdonovan@arlington.k12.ma.us tobrien@arlington.k12.ma.us klyons@arlington.k12.ma.us aptgstratton@verizon.net |
| Trinity Baptist Church <u>115 Mass. Ave.</u> <u>Arlington, MA 02474</u> | 781-643-4771 | trinitybaptist@rcn.com |
| Housing Corp of Arlington 20 Academy Street Arlington, MA 02476 | 781 316-3451 | phallett@housingcorparlington.org |
| Burlington Housing Authority 15 Birchcrest Street Burlington, MA 01803 | 781-272-7786 | pkinnon@burlingtonhama.org clacy@ubrlingtonhama.org |
| Burlington Town Clerk 29 Center Street Burlington, MA 01803 | 781-270-1660 | clerk@burlington.org |
| Burlington Church of Christ 344 Cambridge Street Burlington, MA 01803 | 781-272-6430 | burlofc@aol.com |
| Fellowship Bible Church 71 Center Street Burlington, MA 01803 | 781-272-2278 | info@fellowshipbibleburlington.com pastor@fellowshipbibleburlington.com |
| Islamic Center of Burlington 130 Lexington Street Burlington, MA 01803 | 781-229-0336 781-935-0117 | info@icburlington.org |
| Temple Shalom Emeth 14-16 Lexington Street Burlington, MA 01803 | 781-272-2351 | tse11@verizon.net |
| St. Malachy's Catholic Church 99 Bedford Street Burlington, MA 01803 | 781-272-5111 | |
| Grand View Farms 55 Center Street Burlington, MA 01803 | 781-270-1630 | Grandview@burlington.org |

Participating Boston Community Development Corporations and Housing Organizations

| CITY+ COMMUNITY PARTNER | EMAIL |
|--|--|
| Metrolist | metrolist@boston.gov |
| N.A.A.C.P Boston Chapter | info@bostonnaacp.org |
| Mayor's Office of Neighborhood Services | contactos@boston.gov |
| HomeStart | homestart@homestart.org |
| Boston Center for Independent Living | bhenning@bostoncil.org |
| Metro Housing Boston | info@metrohousingboston.org |
| Mayor's Commission for Persons with Disabilities | disability@boston.gov |
| Boston Tenants Coalition | kathy@bostontenant.org |
| Brian Marques, Program Director of Opportunity Youth, Boston Public Schools | bmarques@bostonpublicschools.org |

TAB 11

**17 HARTWELL
LEXINGTON, MA**

**AFFORDABLE UNIT
TENANT SELECTION PLAN**

General Information

BP 17 Hartwell, LLC has worked to develop a new rental apartment community for Lexington. This community will consist of 312 rental apartment units, 47 of which will be rented to households with annual incomes not exceeding 80% of Area Median Income for the Boston-Cambridge-Quincy, MA MSA adjusted for family size as determined by HUD.

The anticipated delivery of the first of the affordable units is January 2027.

For more details on the units, unit pricing, the Lottery, the Lease Office requirements, and lease-up process for the affordable apartments at 17 Hartwell, please see the **Information Packet** attached and the **Post-Lottery Process and Compliance** below.

Residents of affordable units will be able to rent parking spaces at a discounted rate. This rate will be 60% of the market rate cost of parking at the property (exact rate is TBD).

In compliance with the Regulatory Agreement, the Local Initiative Program and rent calculation methodologies approved by EOHLC, the rents for the affordable units will be calculated from 80% of the Area Median Income for the Boston-Cambridge-Quincy, MA MSA. Please see the attached **rent schedule** for more details on the initial net rents that will be charged.

For details on how the affordable units will be marketed, please see the **Affirmative Marketing Plan**.

Rental Qualifying Standards and Compliance with iCORI Standards

17 Hartwell will be professionally managed by TBD.

Co-signers and guarantors are not allowed as only people who will live in the unit can sign the lease.

17 Hartwell does business in accordance with the Fair Housing Act. The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, prohibits discrimination in the sale or rental of housing and in advertising the sale or rental of housing to any person because of race, color, religion, sex, disability, familial status, or national origin.

It has and will continue to be the policy of 17 Hartwell, SEB Housing, LLC, and the Management Company to provide equal housing opportunities for all people, regardless of race, color, religion, sex, disability, familial status, or national origin and all other protected classes as specified by a property's local jurisdiction.

Local, Household Size, and Accessible Unit Preference

The lottery will establish the Waiting Lists for each unit type as described in the Information Packet. During the lottery, there will be a local preference priority (assuming EOHLC approval of the justification letter) which, per EOHLC requirements, must include town residents, households who work in or for the town, and households with children attending public schools located within the town. Local preference will be limited to up to 70% of units at initial lease-up. After the lottery, there will be no local preference priority, and accordingly, households who would otherwise qualify for local preference priority had they been entered into the lottery, will not receive the benefit of this priority in determining waiting list positions.

As referenced in the Information Packet, household size preference will supersede local preference on all waiting lists. Additionally, households requiring the features of a disabled-accessible or sensory-accessible unit will have top priority for accessible units. Household size and disabled or sensory-accessible unit preferences will continue to apply after initial lease-up.

Post-Lottery Process and Compliance

Households who were not entered into the Lottery will be permitted to complete Waiting List Applications and will be placed on the appropriate Waiting List, behind all lottery applicants, based on their household priority and based on when they submit a waiting list application. These post-lottery applicants will be invited to move forward in the leasing process only after the lottery applicants ahead of them on the Waiting Lists have been processed as outlined in the Information Packet.

Post-Lottery Applicants will be reviewed by the leasing office for lease eligibility and, if eligible, will be permitted to reserve a particular unit and establish a move-in date. The household will then need to complete the SEB Housing Program Eligibility Review and be deemed eligible for the program prior to moving into an affordable unit. If the application is incomplete, the applicant will not be allowed to move into an affordable unit until they have completed the application by SEB Housing, LLC's standards.

EOHLC can perform an audit or review of the applicant files, or a representative sampling of files, after households have moved into their affordable unit. If the files of any affordable unit tenants are incomplete, or if any affordable unit tenants appear to be ineligible, SEB Housing, LLC will work with the respective household in ensuring that all questions of EOHLC are satisfied.

Post-lottery, on an annual basis, the property will submit an annual compliance report to the Municipality which will certify the property's compliance to EOHLC, as stated in the Regulatory Agreement.

Lottery applicants with move-in dates more than 6 months from the date of the lottery will need to complete a second and final review of their eligibility approximately with SEB Housing, LLC. This second review of eligibility will be done approximately 60 days prior to their move-in date to ensure that they are still eligible and that the documentation in their file is still 60 days current of request date.

Rent Update 2025 and 2026

In 2025 and 2026, after HUD publishes the annual Area Median Income numbers for Boston-Cambridge-Quincy, MA MSA, SEB Housing, LLC will recalculate the affordable rents for 17 Hartwell submit them to the town and EOHLC for approval. If marketing has not begun, SEB Housing will update the rents in all the marketing materials to reflect the changes to the affordable rents for 2025 and then again in 2026.

Applicant Denials and Reviews

After the lottery, top waiting list applicants will be invited to complete a lease screening with the Leasing Office and subsequently reserve a unit. If, during lease screening, an applicant is denied by the Leasing Office they can present mitigating circumstances relating to the denial that will be considered by the Leasing Office. If the cause for denial relates to criminal background information, the Leasing Office will comply with all CORI requirements (803 CMR 2.00 and 803 CMR 5:00).

Applicants of affordable units will not be permitted to lease an affordable unit without first being determined eligible for this program by SEB Housing. To assess an applicant's program eligibility, a household must submit a completed program application, along with all supporting income, asset, and tax documentation to SEB Housing. Notices sent by SEB Housing will inform the applicant of their right to appeal a determination or denial. Applicants who exercise this option will first be granted a conference with the Application Processor at SEB who determined the applicant's ineligibility. If that conference does not resolve applicant's concerns, a manager at SEB will review the application and the appeal to render a decision.

Ongoing Marketing

If the lottery does not generate the number of applicants anticipated to lease in the next 12 months, marketing will continue and the waitlists will remain open, and applicants who apply will be placed on the waiting lists based on the date/time stamp of their application. The affirmative fair marketing plan will be followed during this time and reasonable accommodations will continue to be considered. If at any date after the lottery the Leasing Office closes and then re-opens the waitlist, the Leasing Office will provide a minimum application period during which households can apply to be added to the waitlists, to avoid the disparate impact that may result from populating the waitlist on a first-come, first-served basis. The Leasing Office will then implement a lottery to determine where such households are to be placed on the waitlist.

At least annually, the property will send notices to all community contact groups in the Lottery Marketing Plan, notifying them that their Waiting Lists are still open. **All future advertising should include the following information:** Property name, address, property email and phone contact info, waiting lists are still open, NEW rents and income limits, unit/development description, the accessibility and fair housing logos, and a TTY number or the MassRelay number, and the phrase "Free Translation Available." All Group 2 units will also be posted on the Housing Navigator website for at least 15 days prior to making those units available to applicants who do not need the features of the unit.

Recertification

In accordance with the 40B program guidelines, all persons residing in the affordable rate apartment units must recertify their income qualifications annually at the time of lease renewal. Please also see the attached **Affordable Lease Addendum** for details on the Recertification Process.

TAB 12

AFFORDABLE HOUSING PROGRAM ADDENDUM

Resident(s): _____
Apartment Number: _____ Lease Term: _____

1. Explanation of the Affordable Housing Program:

Occupancy of the Apartment is limited to tenants having incomes at or below 80% of the area median income in accordance with the requirements of the Executive Office of Housing and Livable Communities (EOHLC) Local Initiative Program. Resident's rights are subject to the eligibility requirements under the Program. Resident must cooperate with Manager in certifying its eligibility for the Program. Continued occupancy is subject to this eligibility requirement.

2. Occupants:

Program eligibility of all occupants must be certified immediately following the addition of anyone on the lease who was not part of the household most recently certified as eligible for the affordable housing Program. If the entire household fails to recertify for Program eligibility within 15 days of any new member being added to the lease, the entire household will be non-compliant with the Affordable Housing Program and will be designated as an Affordable Housing Program ineligible tenant, and Resident's rent shall increase to the then existing market rate rent for this unit, effective upon the commencement of the new lease term. Resident will receive a notice from the Leasing Office detailing the amount of the market rate rent prior to said rent going into effect. Should Resident choose not to sign a new lease, Resident must provide the Leasing Office adequate and timely advance notice as specified in the Lease Contract.

3. Income Eligibility and Certification:

Resident has been certified as being eligible for the Program.

Manager must be immediately notified if changes to the current household status occur. This includes, but is not limited to, changes in:

- * household members,
- * income or assets,
- * full-time student status,
- * need for a live-in care attendant, and
- * federal subsidized rental assistance.

Resident must be initially certified for eligibility for the Program and annually thereafter. Upon request, Resident must complete the certification process. This includes verification of all income, asset and other eligibility information and completing a new Program Application. It is the Resident's responsibility to provide all necessary information to the Leasing Office. Occupancy is subject to continuing eligibility under the Program requirements. **A minimum of 60 days prior to the lease date anniversary,** the next annual

Resident recertification must be completed. Manager will contact the Resident 100-120 days prior to lease expiration to begin processing the necessary paperwork. It will be the responsibility of the Resident to fully cooperate and provide all necessary information to expedite this process. If Resident fails to complete the required recertification 60 days prior to Resident's lease expiration date, Resident's rent shall increase to the then existing market rate rent for this unit, effective upon the commencement of the new lease term. Resident will receive a notice from the Leasing Office detailing the amount of the market rate rent prior to said rent going into effect. Should Resident choose not to sign a new lease, Resident must provide the Leasing Office adequate and timely advance notice as specified in the Lease Contract.

4. Income Increases:

Resident's income is allowed to increase up to 140% of the current applicable income limit before the Resident becomes ineligible for the Program. If Resident's income at the time of annual eligibility determination exceeds 140% of the maximum allowable income as governed by the Program, they will continue to pay the affordable rent for the remainder of the current lease after which the Resident will have to pay market-rate rent or terminate the lease contract with proper notice. The Manager will give the Resident notification of the rent change from affordable to market-rate prior to the rent change taking effect in accordance with the Lease Contract.

5. Unit Transfers:

If Resident requests a unit transfer, the Resident must complete the initial certification process. All income, asset and other eligibility requirements will need to be reviewed for Program eligibility. All paperwork must be completed and appropriate paperwork signed prior to the transfer taking place. If Resident does not meet the initial eligibility requirements of the Program, the unit transfer will be denied.

6. Rent Increases:

Rents are tied to the Area Median Income for the local HUD Metro Fair Market Rent Areas (HMFA) and the local Utility Allowance. Resident's rent may be increased by Manager upon Lease Renewal if there is an increase in the AMI for the relevant HMFA and/or a decrease in the local Utility Allowance for the specific utility types used at the property. Rent increases will be based on annual increases to the Area Median Income for the local HMFA as determined by the Department of Housing and Urban Development by household size as published by HUD, the terms of the executed Regulatory Agreement or successor agency and must be approved by EOHLC.

7. Certification by Resident: Resident hereby

- a) certifies the accuracy of the statements made in the application and income survey;
- b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from

Manager, the Monitoring Agent or EOHLC; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

- c) agrees that at such time as Manager, the Monitoring Agent or EOHLC may direct, he or she will furnish to Manager certification of then current family income, with such documentation as the Manager or Monitoring Agent shall reasonably require; and agrees to such charges as the Manager or Monitoring Agent has previously approved for any facilities and/or services which may be furnished by Manager or others to such resident upon his or her request, in addition to the facilities and services, if any, included in the rentals, as amended from time to time pursuant to the Program.

Signature of Resident: _____

Signature of Manager: _____

TAB 13

PERMIT SET

drawing by: AH, SA
 drawing checked by: AB
 drawing scale: 1/16" = 1'-0"
 drawing date: 21 FEBRUARY 2025
 project number: 23172.00

drawing revisions:

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First Floor Plan

A-101

KEY

- Studio (2)
- 1-BR (21)
- 1BR + Den (4)
- 2-BR (15)
- 3-BR (5)

47 TOTAL

Total count includes:
 1 1-BR G2 unit
 1 2-BR G2 unit
 1 3-BR G2 unit
 1 1-BR HOH Unit



First Floor Plan
 1/16" = 1'-0"
1 A-101

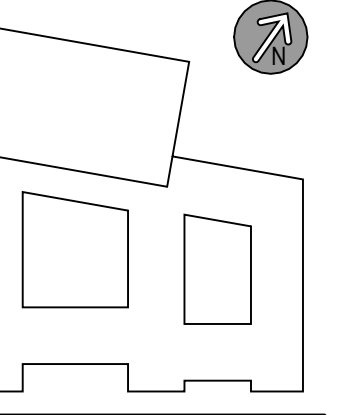
15 Hartwell Avenue

15 Hartwell Ave
Lexington, MA 02421

BP 17 Hartwell LLC

800 Boylston Street,
Prudential Center,
Boston, MA 02199

PERMIT SET



drawing by: AH, SA
drawing checked by: AB
drawing scale: 1/16" = 1'-0"
drawing date: 21 FEBRUARY 2025
project number: 23172.00

drawing revisions:

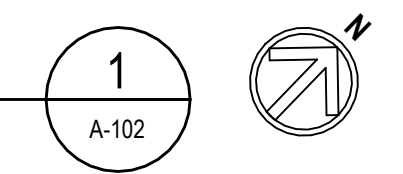
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Second Floor Plan

A-102



Second Floor Plan
1/16" = 1'-0"



15 Hartwell Avenue
 15 Hartwell Ave
 Lexington, MA 02421

BP 17 Hartwell LLC

800 Boylston Street,
 Prudential Center,
 Boston, MA 02199

PERMIT SET

drawing by: AH, SA
 drawing checked by: AB
 drawing scale: 1/16" = 1'-0"
 drawing date: 21 FEBRUARY 2025
 project number: 23172.00

drawing revisions:

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Third Floor Plan

A-103



Third Floor Plan
 1/16" = 1'-0"

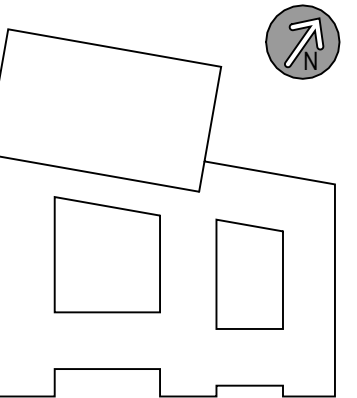
project information
 client information
 consultant information
 revision
 key plan
 drawing information
 registration
 drawing name
 drawing number

15 Hartwell
 Avenue
 15 Hartwell Ave
 Lexington, MA 02421

BP 17 Hartwell
 LLC

800 Boylston Street,
 Prudential Center,
 Boston, MA 02199

PERMIT SET



drawing by: AH, SA
 drawing checked by: AB
 drawing scale: 1/16" = 1'-0"
 drawing date: 21 FEBRUARY 2025
 project number: 23172.00

| drawing revisions: | | |
|--------------------|-------------|------|
| No. | Description | Date |
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Fourth
 Floor Plan

A-104



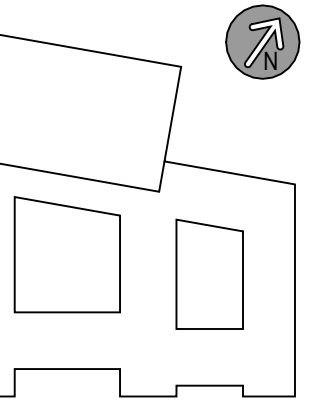
Fourth Floor Plan
 1/16" = 1'-0"

15 Hartwell Avenue
 15 Hartwell Ave
 Lexington, MA 02421

BP 17 Hartwell LLC

800 Boylston Street,
 Prudential Center,
 Boston, MA 02199

PERMIT SET



drawing by: AH, SA
 drawing checked by: AB
 drawing scale: 1/16" = 1'-0"
 drawing date: 21 FEBRUARY 2025
 project number: 23172.00

drawing revisions:

| No. | Description | Date |
|-----|-------------|------|
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Fifth Floor Plan

A-105



Fifth Floor Plan
 1/16" = 1'-0"

| Column1 Units Name | Column2 Number | Column3 Unit Type | Column4 NRSF | Column5 HoH | Column6 Affordable |
|--------------------------|-------------------|----------------------|-----------------|----------------|-----------------------|
| First Floor | | | | | |
| C3-G2 | 102 | 3 x 3 | 1,200 | | Yes |
| A4 | 103 | 1 x 1 | 698 | | |
| A1 | 104 | 1 x 1 | 750 | | Yes |
| A4 | 105 | 1 x 1 | 698 | | |
| A1 | 106 | 1 x 1 | 750 | | |
| A1 | 107 | 1 x 1 | 750 | | |
| B4 | 108 | 2 x 2 | 1,057 | | |
| A1.1 | 109 | 1 x 1 | 723 | | |
| A2 | 110 | 1 x 1 | 737 | | |
| A1.1 | 111 | 1 x 1 | 723 | | |
| A1 | 113 | 1 x 1 | 750 | | |
| B1 | 115 | 2 x 2 | 1,088 | | Yes |
| C5 | 117 | 3 x 3 | 1,314 | | |
| A6 | 120 | 1 x 1 | 737 | | Yes |
| AD3 | 133 | 1 x 1 + Den | 1,013 | | |
| A2 | 134 | 1 x 1 | 737 | | |
| B3 | 135 | 2 x 2 | 1,088 | | Yes |
| S1 | 136 | Studio | 622 | Yes | |
| B1-G2 | 137 | 2 x 2 | 1,088 | | |
| A2 | 138 | 1 x 1 | 737 | | |
| C4 | 139 | 3 x 3 | 1,156 | | |
| A2 | 140 | 1 x 1 | 737 | | |
| C2 | 141 | 3 x 3 | 1,404 | | |
| A2 | 142 | 1 x 1 | 737 | | |
| B1.1 | 143 | 2 x 2 | 1,050 | | |
| B1 | 144 | 2 x 2 | 1,088 | | |
| B6.1 | 145 | 2 x 2 | 1,068 | | |
| B1 | 146 | 2 x 2 | 1,088 | | |
| B1 | 147 | 2 x 2 | 1,088 | | |
| A3-G2 | 148 | 1 x 1 | 723 | | Yes |
| B1.2 | 149 | 2 x 2 | 1,014 | | |
| A4 | 151 | 1 x 1 | 698 | | |
| B2 | 153 | 2 x 2 | 1,020 | | |
| S2 | 154 | Studio | 582 | | |
| B4 | 155 | 2 x 2 | 1,057 | | Yes |
| A5 | 156 | 1 x 1 | 678 | | |
| S1 | 157 | Studio | 622 | | |
| A2 | 158 | 1 x 1 | 737 | | |

| | | | | |
|-------|-----|-------------|-------|-----|
| A1.2 | 159 | 1 x 1 | 796 | |
| AD1.1 | 161 | 1 x 1 + Den | 943 | Yes |
| C3 | 162 | 3 x 3 | 1,200 | |
| A3 | 163 | 1 x 1 | 723 | |
| B1 | 164 | 2 x 2 | 1,088 | |
| B1 | 165 | 2 x 2 | 1,088 | |
| B1 | 166 | 2 x 2 | 1,088 | |
| B4 | 167 | 2 x 2 | 1,057 | |
| AD4 | 168 | 1 x 1 + Den | 920 | |
| A2 | 169 | 1 x 1 | 737 | |
| A2 | 170 | 1 x 1 | 737 | Yes |
| AD1 | 172 | 1 x 1 + Den | 930 | |
| B1 | 174 | 2 x 2 | 1,088 | |
| S2 | 176 | Studio | 582 | |

Second Floor

| | | | | |
|-------|-----|-------------|-------|-----|
| S3 | 201 | Studio | 537 | Yes |
| C3 | 202 | 3 x 3 | 1,200 | Yes |
| A4 | 203 | 1 x 1 | 698 | |
| A1 | 204 | 1 x 1 | 750 | |
| A4 | 205 | 1 x 1 | 698 | |
| A1 | 206 | 1 x 1 | 750 | |
| A1 | 207 | 1 x 1 | 750 | |
| B4 | 208 | 2 x 2 | 1,057 | |
| A1.1 | 209 | 1 x 1 | 723 | |
| A2 | 210 | 1 x 1 | 737 | |
| A1.1 | 211 | 1 x 1 | 723 | |
| A1 | 213 | 1 x 1 | 750 | |
| B1 | 215 | 2 x 2 | 1,088 | |
| C1-G2 | 217 | 3 x 3 | 1,527 | Yes |
| C1.1 | 219 | 3 x 3 | 1,527 | |
| A2 | 220 | 1 x 1 | 737 | Yes |
| AD2 | 221 | 1 x 1 + Den | 938 | |
| A2 | 222 | 1 x 1 | 737 | |
| A5.1 | 223 | 1 x 1 | 720 | |
| A1 | 224 | 1 x 1 | 750 | Yes |
| B1.4 | 225 | 2 x 2 | 1,120 | |
| B1.3 | 226 | 2 x 2 | 1,191 | |
| AD2 | 227 | 1 x 1 + Den | 938 | Yes |
| A2 | 228 | 1 x 1 | 737 | |
| A2 | 230 | 1 x 1 | 737 | |
| C1.1 | 231 | 3 x 3 | 1,527 | |
| A2 | 232 | 1 x 1 | 737 | |

| | | | | |
|--------------------|-----|-------------|-------|-----|
| AD3 | 233 | 1 x 1 + Den | 1,013 | |
| A2 | 234 | 1 x 1 | 737 | |
| B3 | 235 | 2 x 2 | 1,088 | |
| S1 | 236 | Studio | 622 | |
| B1 | 237 | 2 x 2 | 1,088 | |
| A2 | 238 | 1 x 1 | 737 | |
| C4 | 239 | 3 x 3 | 1,156 | |
| A2 | 240 | 1 x 1 | 737 | Yes |
| C2 | 241 | 3 x 3 | 1,404 | |
| A2 | 242 | 1 x 1 | 737 | |
| B1.1 | 243 | 2 x 2 | 1,050 | Yes |
| B1 | 244 | 2 x 2 | 1,088 | |
| B6 | 245 | 2 x 2 | 1,038 | |
| B1 | 246 | 2 x 2 | 1,088 | |
| B1 | 247 | 2 x 2 | 1,088 | Yes |
| A3 | 248 | 1 x 1 | 723 | |
| B1.2 | 249 | 2 x 2 | 1,014 | |
| A4 | 251 | 1 x 1 | 698 | |
| B2 | 253 | 2 x 2 | 1,020 | Yes |
| A2 | 254 | 1 x 1 | 737 | |
| B4 | 255 | 2 x 2 | 1,057 | |
| A5 | 256 | 1 x 1 | 678 | |
| S1-G2 | 257 | Studio | 622 | |
| A2 | 258 | 1 x 1 | 737 | |
| A1.2 | 259 | 1 x 1 | 796 | Yes |
| B5 | 261 | 2 x 2 | 1,157 | Yes |
| C3 | 262 | 3 x 3 | 1,200 | |
| A3 | 263 | 1 x 1 | 723 | Yes |
| B1 | 264 | 2 x 2 | 1,088 | |
| B1-G2 | 265 | 2 x 2 | 1,088 | |
| B1 | 266 | 2 x 2 | 1,088 | |
| B4 | 267 | 2 x 2 | 1,057 | |
| AD4 | 268 | 1 x 1 + Den | 920 | |
| A2 | 269 | 1 x 1 | 737 | |
| A2 | 270 | 1 x 1 | 737 | |
| AD1 | 272 | 1 x 1 + Den | 930 | |
| B1 | 274 | 2 x 2 | 1,088 | |
| A2 | 276 | 1 x 1 | 737 | |
| Third Floor | | | | |
| S3.1 | 301 | Studio | 592 | |
| C3 | 302 | 3 x 3 | 1,200 | |
| A1-G2 | 303 | 1 x 1 | 750 | |

| | | | | |
|-------|-----|-------------|-------|-----|
| A1 | 304 | 1 x 1 | 750 | |
| A1 | 305 | 1 x 1 | 750 | Yes |
| A1 | 306 | 1 x 1 | 750 | |
| A1 | 307 | 1 x 1 | 750 | |
| B4 | 308 | 2 x 2 | 1,057 | |
| A1.1 | 309 | 1 x 1 | 723 | |
| A2 | 310 | 1 x 1 | 737 | |
| A1.1 | 311 | 1 x 1 | 723 | Yes |
| A1 | 313 | 1 x 1 | 750 | |
| B6.2 | 315 | 2 x 2 | 1,038 | |
| C1 | 317 | 3 x 3 | 1,431 | |
| C1.1 | 319 | 3 x 3 | 1,527 | |
| A2 | 320 | 1 x 1 | 737 | |
| AD2 | 321 | 1 x 1 + Den | 938 | |
| A2 | 322 | 1 x 1 | 737 | |
| A5.1 | 323 | 1 x 1 | 720 | |
| A1-G2 | 324 | 1 x 1 | 750 | |
| B1.4 | 325 | 2 x 2 | 1,120 | |
| B1.3 | 326 | 2 x 2 | 1,191 | Yes |
| AD2 | 327 | 1 x 1 + Den | 938 | Yes |
| A2 | 328 | 1 x 1 | 737 | |
| A2 | 330 | 1 x 1 | 737 | Yes |
| C1.1 | 331 | 3 x 3 | 1,527 | |
| A2 | 332 | 1 x 1 | 737 | |
| AD3 | 333 | 1 x 1 + Den | 1,013 | |
| A2 | 334 | 1 x 1 | 737 | |
| B3 | 335 | 2 x 2 | 1,088 | |
| S1-G2 | 336 | Studio | 622 | |
| B1 | 337 | 2 x 2 | 1,088 | |
| A2 | 338 | 1 x 1 | 737 | |
| C4 | 339 | 3 x 3 | 1,156 | Yes |
| A2 | 340 | 1 x 1 | 737 | |
| C2 | 341 | 3 x 3 | 1,404 | |
| A2 | 342 | 1 x 1 | 737 | |
| B1.1 | 343 | 2 x 2 | 1,050 | |
| B1 | 344 | 2 x 2 | 1,088 | |
| B6 | 345 | 2 x 2 | 1,038 | |
| B1 | 346 | 2 x 2 | 1,088 | |
| B1 | 347 | 2 x 2 | 1,088 | |
| A3 | 348 | 1 x 1 | 723 | |
| B1-G2 | 349 | 2 x 2 | 1,088 | |
| A1 | 351 | 1 x 1 | 750 | |

| | | | | |
|------|-----|-------------|-------|-----|
| B2.1 | 353 | 2 x 2 | 1,050 | |
| A2 | 354 | 1 x 1 | 737 | |
| B4 | 355 | 2 x 2 | 1,057 | Yes |
| A5 | 356 | 1 x 1 | 678 | |
| S1 | 357 | Studio | 622 | |
| A2 | 358 | 1 x 1 | 737 | Yes |
| A1.2 | 359 | 1 x 1 | 796 | |
| B5 | 361 | 2 x 2 | 1,157 | |
| C3 | 362 | 3 x 3 | 1,200 | |
| A3 | 363 | 1 x 1 | 723 | |
| B1 | 364 | 2 x 2 | 1,088 | |
| B1 | 365 | 2 x 2 | 1,088 | |
| B1 | 366 | 2 x 2 | 1,088 | |
| B4 | 367 | 2 x 2 | 1,057 | Yes |
| AD4 | 368 | 1 x 1 + Den | 920 | |
| A2 | 369 | 1 x 1 | 737 | |
| A2 | 370 | 1 x 1 | 737 | |
| AD1 | 372 | 1 x 1 + Den | 930 | |
| B1 | 374 | 2 x 2 | 1,088 | Yes |
| A2 | 376 | 1 x 1 | 737 | |

Fourth Floor

| | | | | |
|-------|-----|-------------|-------|-----|
| S3.1 | 401 | Studio | 592 | |
| C3 | 402 | 3 x 3 | 1,200 | Yes |
| A1 | 403 | 1 x 1 | 750 | |
| A1 | 404 | 1 x 1 | 750 | |
| A1 | 405 | 1 x 1 | 750 | |
| A1 | 406 | 1 x 1 | 750 | |
| A1 | 407 | 1 x 1 | 750 | |
| B4 | 408 | 2 x 2 | 1,057 | |
| A1.1 | 409 | 1 x 1 | 723 | |
| A2 | 410 | 1 x 1 | 737 | Yes |
| A1.1 | 411 | 1 x 1 | 723 | |
| A1-G2 | 413 | 1 x 1 | 750 | |
| B6.2 | 415 | 2 x 2 | 1,038 | Yes |
| C1 | 417 | 3 x 3 | 1,431 | |
| C1.1 | 419 | 3 x 3 | 1,527 | |
| A2 | 420 | 1 x 1 | 737 | |
| AD2 | 421 | 1 x 1 + Den | 938 | |
| A2 | 422 | 1 x 1 | 737 | |
| A5.1 | 423 | 1 x 1 | 720 | |
| A1 | 424 | 1 x 1 | 750 | |
| B1.4 | 425 | 2 x 2 | 1,120 | |

| | | | | | |
|--------|-----|-------------|-------|-----|-----|
| B1.3 | 426 | 2 x 2 | 1,191 | | |
| AD2-G2 | 427 | 1 x 1 + Den | 938 | | |
| A2 | 428 | 1 x 1 | 737 | | |
| A2 | 430 | 1 x 1 | 737 | | |
| C1.1 | 431 | 3 x 3 | 1,527 | | |
| A2 | 432 | 1 x 1 | 737 | | |
| AD3 | 433 | 1 x 1 + Den | 1,013 | | |
| A2 | 434 | 1 x 1 | 737 | | |
| B3 | 435 | 2 x 2 | 1,088 | Yes | |
| S1 | 436 | Studio | 622 | | Yes |
| B1 | 437 | 2 x 2 | 1,088 | | |
| A2 | 438 | 1 x 1 | 737 | | |
| C4 | 439 | 3 x 3 | 1,156 | | |
| A2 | 440 | 1 x 1 | 737 | | |
| C2 | 441 | 3 x 3 | 1,404 | | |
| A2 | 442 | 1 x 1 | 737 | | |
| B1.1 | 443 | 2 x 2 | 1,050 | | Yes |
| B1 | 444 | 2 x 2 | 1,088 | | |
| B6 | 445 | 2 x 2 | 1,038 | | |
| B1 | 446 | 2 x 2 | 1,088 | | |
| B1 | 447 | 2 x 2 | 1,088 | | |
| A3 | 448 | 1 x 1 | 723 | | Yes |
| B1 | 449 | 2 x 2 | 1,088 | | |
| A1-G2 | 451 | 1 x 1 | 750 | | |
| B2.1 | 453 | 2 x 2 | 1,050 | | |
| A2 | 454 | 1 x 1 | 737 | | |
| B4 | 455 | 2 x 2 | 1,057 | | |
| A5 | 456 | 1 x 1 | 678 | | |
| S1 | 457 | Studio | 622 | Yes | |
| A2 | 458 | 1 x 1 | 737 | | |
| A1.2 | 459 | 1 x 1 | 796 | | Yes |
| B5 | 461 | 2 x 2 | 1,157 | | Yes |
| C3-G2 | 462 | 3 x 3 | 1,200 | | |
| A3 | 463 | 1 x 1 | 723 | | |
| B1 | 464 | 2 x 2 | 1,088 | | |
| B1 | 465 | 2 x 2 | 1,088 | | |
| B1 | 466 | 2 x 2 | 1,088 | | |
| B4 | 467 | 2 x 2 | 1,057 | | |
| AD4 | 468 | 1 x 1 + Den | 920 | | |
| A2 | 469 | 1 x 1 | 737 | | |
| A2 | 470 | 1 x 1 | 737 | | |
| AD1 | 472 | 1 x 1 + Den | 930 | | |

| | | | | | |
|--------------------|-------|-----|-------------|-------|-----|
| | B1 | 474 | 2 x 2 | 1,088 | |
| | A2 | 476 | 1 x 1 | 737 | Yes |
| Fifth Floor | | | | | |
| | S3.1 | 501 | Studio | 592 | |
| | C3 | 502 | 3 x 3 | 1,200 | |
| | A1 | 503 | 1 x 1 | 750 | |
| | A1 | 504 | 1 x 1 | 750 | |
| | A1 | 505 | 1 x 1 | 750 | |
| | A1 | 506 | 1 x 1 | 750 | |
| | A1-G2 | 507 | 1 x 1 | 750 | |
| | B4 | 508 | 2 x 2 | 1,057 | Yes |
| | A1.1 | 509 | 1 x 1 | 723 | Yes |
| | A2 | 510 | 1 x 1 | 737 | |
| | A1.1 | 511 | 1 x 1 | 723 | |
| | A1 | 513 | 1 x 1 | 750 | |
| | B6.2 | 515 | 2 x 2 | 1,038 | |
| | C1 | 517 | 3 x 3 | 1,431 | |
| | C1.1 | 519 | 3 x 3 | 1,527 | |
| | A2 | 520 | 1 x 1 | 737 | |
| | AD2 | 521 | 1 x 1 + Den | 938 | |
| | A2 | 522 | 1 x 1 | 737 | |
| | A5.1 | 523 | 1 x 1 | 720 | |
| | A1 | 524 | 1 x 1 | 750 | |
| | B1.4 | 525 | 2 x 2 | 1,120 | |
| | B1.3 | 526 | 2 x 2 | 1,191 | |
| | AD2 | 527 | 1 x 1 + Den | 938 | |
| | A2 | 528 | 1 x 1 | 737 | |
| | A2 | 530 | 1 x 1 | 737 | |
| | C1.1 | 531 | 3 x 3 | 1,527 | |
| | A2 | 532 | 1 x 1 | 737 | |
| | AD3 | 533 | 1 x 1 + Den | 1,013 | |
| | A2 | 534 | 1 x 1 | 737 | |
| | B3 | 535 | 2 x 2 | 1,088 | |
| | S1 | 536 | Studio | 622 | |
| | B1 | 537 | 2 x 2 | 1,088 | |
| | A2 | 538 | 1 x 1 | 737 | |
| | C4 | 539 | 3 x 3 | 1,156 | Yes |
| | A2 | 540 | 1 x 1 | 737 | |
| | C2 | 541 | 3 x 3 | 1,404 | |
| | A2 | 542 | 1 x 1 | 737 | |
| | B1.1 | 543 | 2 x 2 | 1,050 | |
| | B1 | 544 | 2 x 2 | 1,088 | |

| | | | | |
|-------|-----|-------------|----------------|-----------|
| B6.1 | 545 | 2 x 2 | 1,068 | |
| B1 | 546 | 2 x 2 | 1,088 | Yes |
| B1 | 547 | 2 x 2 | 1,088 | |
| A3 | 548 | 1 x 1 | 723 | Yes |
| B1-G2 | 549 | 2 x 2 | 1,088 | |
| A1 | 551 | 1 x 1 | 750 | |
| B2.1 | 553 | 2 x 2 | 1,050 | |
| A2 | 554 | 1 x 1 | 737 | |
| B4 | 555 | 2 x 2 | 1,057 | |
| A5 | 556 | 1 x 1 | 678 | |
| S1 | 557 | Studio | 622 | |
| A2 | 558 | 1 x 1 | 737 | |
| A1.2 | 559 | 1 x 1 | 796 | Yes |
| B5 | 561 | 2 x 2 | 1,157 | |
| C3 | 562 | 3 x 3 | 1,200 | |
| A3 | 563 | 1 x 1 | 723 | |
| B1 | 564 | 2 x 2 | 1,088 | |
| B1 | 565 | 2 x 2 | 1,088 | |
| B1-G2 | 566 | 2 x 2 | 1,088 | Yes |
| B4 | 567 | 2 x 2 | 1,057 | |
| AD4 | 568 | 1 x 1 + Den | 920 | Yes |
| A2 | 569 | 1 x 1 | 737 | Yes |
| A2 | 570 | 1 x 1 | 737 | |
| AD1 | 572 | 1 x 1 + Den | 930 | |
| B1 | 574 | 2 x 2 | 1,088 | |
| A2 | 576 | 1 x 1 | 737 | |
| | | | 286,069 | 47 |



Regional Housing Services Office

Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Natick, Sudbury, Wayland, and Weston

Office Address: 37 Knox Trail, Acton, MA 01720
Phone: (978) 287-1092

Website: WWW.RHSOhousing.org
Email: INFO@RHSOhousing.org

February 11, 2025

To: Denise St. Vistal, MassHousing, via email dst.vistal@masshousing.com
One Beacon Street, Boston, MA 02108
CC: Elizabeth Hughes, Katharine Kaplan (katharine@sebhousing.com)
Re: 17 Hartwell Ave. Lexington- Local Preference Justification

The Town of Lexington is requesting a local preference be used in leasing at 17 Hartwell Ave. in Lexington as described below.

Project Background: The Town of Lexington has approved a permit for a family rental housing development. The development will contain 312 rental units across studio, 1br, 2br and 3br sized units. For the rental development: 47 of the 312 will be affordable, earning at or below 80% Area Median Income (AMI) – 2 studio units, 21- 1bd units, 4- 1bd with den, 15- 2bd units, 5- 3br units.

The Town is requesting 25% local preference units, or 11 units: 5- 1br, 1- 1br w/ den, 3- 2br, and 2- 3br.

Lexington has mostly owners, with less than one-quarter as renters. Lexington has a modest amount of rental housing – HUD’s Comprehensive Housing Affordability Strategy (CHAS) data for 2017-2021 reports that 83% of Lexington’s residents are owners (10,185 of 12,300 total households), and 17% are renters.

Less than one-quarter of Lexington residents are low income: CHAS data for 2017-2021 reports that there are 12,300 households in Lexington. Of the total households, 7% (880) are extremely low income – below 30% Area Median Income (AMI), 5% (675) are very low income – between 30% and 50% AMI, and 7% (805) are low income – between 50% and 80% AMI. In total, 19% of Lexington residents (2,360) are low income, or below 80% AMI.

Forty Percent (45%) of the renters in Lexington earn below 80% AMI. Looking at renters alone, twenty-four percent (24%) of the renters are under 30% AMI, and another twenty-one percent (21%) earning between 30% AMI and 80% AMI. These 950 households may be eligible for the affordable units at 17 Hartwell Ave. in Lexington.

A low-income family of three in Lexington (eligible for a 2bd unit) at 80% of the Area Median Income (AMI) earns no more than \$117,250 annually. Using a 30% housing allowance, such a family can afford to pay a maximum of \$2,931 per month in rent if all utilities are included, or \$2,668 without utilities included. The rent that a household eligible for a one-bedroom could afford would be a bit less, and the rent a household eligible for a 3-bedroom could afford would be a bit more.

There is insufficient affordable rental housing available in Lexington. A survey of rental listings taken from online real estate database Trulia.com on February 11, 2025 showed only 6 listings for 2br rental units in Lexington at or under \$3000, and 2 listings for 1br rental units at or under \$2200. This search demonstrates that there is insufficient rental housing currently available in Lexington that would be affordable to the 950 low-income rental households targeted for the affordable units at 17 Hartwell Ave. in Lexington.

Nearly three quarters (71%) of Lexington’s low income households are cost-burdened. Although not all 2,360 Lexington households estimated to qualify for the units at 17 Hartwell Ave. Lexington



Regional Housing Services Office

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Website: WWW.RHSOhousing.org
Email: INFO@RHSOhousing.org

are currently searching for rental housing, low-income households are more likely than others to be cost-burdened, meaning that they spend more than 30% of their incomes on housing costs. According to CHAS data, 71% (1,675) of Lexington's low-income households are cost-burdened, and are therefore in need of housing that is more affordable to them.

Policy Adherence: Therefore, the Town of Lexington would like to offer more affordable rental opportunities to its low-income, 80% AMI households. Any person or household who qualifies under the local preference shall have equal consideration in the Local Pool and is also be eligible in the General Pool.

In alignment with the EOHLC Chapter 40B guidelines, the AFHMP will demonstrate what efforts the lottery agent will take to prevent a disparate impact or discriminatory effect.

SEB Housing, the developer's lottery agent, has confirmed that the marketing campaign will effectively reach out to minority households, and use of lottery procedures to ensure that minorities are not unfairly impacted by the use of local preference. If the local pool does not include more than 33.4% minority applicants EOHLC's guidelines will be followed, and minority balancing will be required

It is recognized that if the project receives HUD financing, HUD standards must be followed.

The local preference is defined further as residents of the Town, to include:

- Current Lexington residents; or
- Families with children enrolled in Lexington Public Schools; or
- Employees of the Town of Lexington; or
- Employees of Lexington businesses

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Revision - PARC Restaurant Group Lex, LLC DBA Post 1917 Restaurant All Alcohol Liquor License Application

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

I.1

SUMMARY:

Category: Decision-making

On February, 24, 2025, the Board approved the new Liquor License Application for 27 Waltham Street from PARC Restaurant Group Lex d/b/a Post 1917.

The ABCC sent a "return no action" notification to the Applicant copying the Select Board Office regarding the new license application citing that the applicant needs to submit the following UPDATED information to the local licensing authority for their approval of the amended application page:

- As the applicant provided loan documents in their original application that indicate the individuals loaning money to the licensee will become percentage owners once the loan is paid back, the applicant must disclose those percentage owners on the application and have the updated page 2 approved by the local licensing authority.

This is an administrative action and no hearing is required.

Attached is the necessary updated paperwork submitted by PARC Restaurant Group Lex to be voted on by the Select Board.

SUGGESTED MOTION:

Move to approve PARC Restaurant Group Lex's submission of the required updated paperwork to be sent to ABCC for ABCC's reconsideration of PARC Restaurant Group Lex's new Liquor License application.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

4/7/2025

6:41pm

ATTACHMENTS:

| Description | Type |
|------------------------------|-----------------|
| 📎 Updated Application Page 2 | Backup Material |

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

| | | | |
|------------------------|--|---|---|
| Entity Legal Structure | <input type="text" value="LLC"/> | Date of Incorporation | <input type="text" value="Oct 25, 2024"/> |
| State of Incorporation | <input type="text" value="Massachusetts"/> | Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No | |

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

| | | | |
|---------------------|------------------------------|----------------------|------------|
| Name of Principal | Residential Address | SSN | DOB |
| Jason Carron | 113 High Street, Reading, MA | <input type="text"/> | 05/08/1975 |

| | | | | |
|-----------------------|-------------------------|---|---|---|
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| Member/Manager | 85 | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No |

| | | | |
|-----------------------|---|----------------------|------------|
| Name of Principal | Residential Address | SSN | DOB |
| Eric J. Gianci | 3780 Mystic Valley Parkway, #112, Medford, MA | <input type="text"/> | 03/26/1977 |

| | | | | |
|-----------------------|-------------------------|---|---|---|
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| Investor | 5 | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No |

| | | | |
|-------------------------|---|----------------------|------------|
| Name of Principal | Residential Address | SSN | DOB |
| Lewis M. Quigley | 900 Lynnfield St., Unit 27, Lynnfield, MA | <input type="text"/> | 01/22/1951 |

| | | | | |
|-----------------------|-------------------------|---|---|---|
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| Investor | 10 | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No |

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | | | |
|-----------------------|-------------------------|--|--|--|
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| <input type="text"/> | <input type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | | | |
|-----------------------|-------------------------|--|--|--|
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| <input type="text"/> | <input type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Accept Walking Trail Easement for Fairland Commons

PRESENTER:

Meghan McNamara, Assistant
Planning Director

ITEM NUMBER:

I.2

SUMMARY:

Category: Decision-making

The Board is being asked to accept and sign the Wildlife, Sidewalk & Footpath Easement for the Fairland Commons Balanced Housing Development.

Background:

On July 10, 2019, the Planning Board approved a Special Permit Residential-Balanced Housing Development for the creation of 16 dwelling units known as “Fairland Commons Balanced Housing Development” (BHD). The project site consists of 4.72 acres at 15 Fairland Street (42-205), 17 Fairland Street (42-204C) and 185 Lincoln Street (42-233). The existing dwelling at 185 Lincoln Street was approved to be converted to a two-family condominium, with one unit being a Moderate Income Unit. Fairland Street, an unaccepted road, provides access to the new interior drive, and a footpath provides pedestrian access to the site from Lincoln Street.

Per Condition of Approval #22 of the July 10, 2019 Decision, the Applicant, Barons Custom Homes, is required to provide an easement in a form acceptable to the Town for public pedestrian access from the development’s entrance, directly down the interior drive and sidewalk to the Footpath located between Units 13 & 14 and past units 15 & 16 out to Lincoln street.

The “Wildlife, Sidewalk & Footpath Easement Plan” dated January, 24, 2025 indicates the locations of the 5-foot wide walkway easement and 4-foot wide sidewalk easement.

The draft easement has been reviewed by the Applicant, Planning Staff and Anderson Kreiger.

SUGGESTED MOTION:

To accept and sign the Wildlife, Sidewalk & Footpath Easement for the Fairland Commons Balanced Housing Development, as presented.

FOLLOW-UP:

Planning Department

DATE AND APPROXIMATE TIME ON AGENDA:

4/7/2025

6:45pm

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| ☐ Request Memo | Backup Material |
| ☐ Easement - Fairland Commons Walking Trail | Backup Material |
| ☐ Wildlife Sidewalk & Footpath easement plan | Backup Material |
| ☐ Copy of Special Permit Decicion - 15-17 Fairland Street | Backup Material |



Town of Lexington
PLANNING
DEPARTMENT
1625 Massachusetts Avenue
Lexington, MA 02420
Tel (781) 698-4560
planning@lexingtonma.gov
www.lexingtonma.gov/planning

Abby McCabe, Planning
Director
Meghan McNamara,
Assistant
Planning Director
Aaron Koepper, Planner
Carolyn Morrison, Planning
Coordinator



Memorandum

To: Steve Bartha, Town Manager
Doug Lucente, Select Board Chair
Select Board Members
Kim Katzenback, Executive Clerk

From: Meghan McNamara, Assistant Planning Director

Date: March 27, 2025

Re: Easement Agreement for Fairland Commons/Common Court

Background:

On July 10, 2019, the Planning Board approved a Special Permit Residential-Balanced Housing Development for the creation of 16 dwelling units known as “Fairland Commons Balanced Housing Development” (BHD). The project site consists of 4.72 acres at 15 Fairland Street (42-205), 17 Fairland Street (42-204C) and 185 Lincoln Street (42-233). The existing dwelling at 185 Lincoln Street was approved to be converted to a two-family condominium, with one unit being a Moderate Income Unit. Fairland Street, an unaccepted road, provides access to the new interior drive, and a footpath provides pedestrian access to the site from Lincoln Street.

Per Condition of Approval #22 of the July 10, 2019 Decision, the Applicant, Barons Custom Homes, is required to provide an easement in a form acceptable to the Town for public pedestrian access from the development’s entrance, directly down the interior drive and sidewalk to the Footpath located between Units 13 & 14 and past units 15 & 16 out to Lincoln street.

The “Wildlife, Sidewalk & Footpath Easement Plan” dated January, 24, 2025 indicates the locations of the 5-foot wide walkway easement and 4-foot wide sidewalk easement.

The draft easement has been reviewed by the Applicant, Planning Staff and Anderson Kreiger. Staff edits have been incorporated and we recommended the Board accept the easement.

Request:

The Applicant, Barons Custom Homes, is requesting the Lexington Select Board vote to accept and sign the easement agreement for the purposes of walking, hiking, and otherwise accessing walking trails, certain easements in, over, across, upon, and under certain portions of the Property shown as “Proposed 4 Foot Wide Sidewalk Easement”, “Proposed 5 Foot Wide Walkway “Footpath Easement”, and “Proposed Wildlife Easement” (collectively, the “Easement Area”) on a plan entitled “Wildlife, Sidewalk & Footpath Easement Plan” dated January 24, 2025, prepared by DeCelle-Burke-Sala and Associates Inc. Quincy, MA, filed with the Registry as Plan No. 129 of 2025 (the “Plan”), pursuant to the terms and provisions of the easement agreement.

Action:

The request requires the Board’s vote, signatures, and the Applicant is responsible for recording at the Registry of Deeds.

Exhibits:

Fairland Commons Walking Trail Easement Agreement (DRAFT) and signature pages

“Wildlife, Sidewalk & Footpath Easement Plan” dated January 24, 2025, prepared by DeCelle-Burke-Sala and Associates Inc.

Special Permit Residential Development Decision-Balanced Housing Development (Planning Board Decision), received and stamped by the Town Clerk on July 24, 2019

EASEMENT AGREEMENT

This Easement Agreement (this “Agreement”) is entered into as of the ____ day of _____, 2025, by and among FAIRLAND COMMONS LLC, a Massachusetts limited liability company having an address of 1 Garfield Circle, Unit 3, Burlington, MA 01803 (the “Owner”), and the TOWN OF LEXINGTON, acting by and through its Select Board, a Massachusetts municipal corporation, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the “Town”).

WHEREAS, this Agreement is entered into based on the authority granted by majority vote at a Town Meeting held on the 20th day of March, 2024, a copy of which vote is recorded herewith;

WHEREAS, the Owner is the fee simple owner of the following properties in Lexington, Massachusetts: (i) 15 Fairland Street, as further identified as Parcel 205 on the Town’s Assessors Map 42, pursuant to that certain Quitclaim Deed recorded with the Middlesex South Registry of Deeds (the “Registry”) in Book 81590, Page 249; (ii) 17 Fairland Street, as further identified as Parcel 204C on the Town’s Assessors Map 42, pursuant to those certain Quitclaim Deeds recorded with the Registry in Book 81590, Page 245; and (iii) 185 Lincoln Street, as further identified as Parcel 233 on the Town’s Assessors Map 42, pursuant to that certain Quitclaim Deed recorded with the Registry in Book 81590, Page 251 (collectively, the “Property”);

WHEREAS, the Owner has agreed to grant to the Town, for the purposes of walking, hiking, and otherwise accessing walking trails, certain easements in, over, across, upon, and under certain portions of the Property shown as “Proposed 4 Foot Wide Sidewalk Easement”, “Proposed 5 Foot Wide Walkway “Footpath Easement””, and “Proposed Wildlife Easement” (collectively, the “Easement Area”) on a plan entitled “Wildlife, Sidewalk & Footpath Easement Plan” dated January 24, 2025, prepared by DeCelle-Burke-Sala and Associates Inc. Quincy, MA, filed with the Registry as Plan No. 129 of 2025 (the “Plan”), pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties covenants and agrees as follows:

1. Grant of Easement. The Owner hereby grants to the Town a perpetual, non-exclusive right and easement (the “Easement”) over, under, through, across, within, and

upon: (i) the Easement Area, for the purposes of walking, hiking, and otherwise accessing walking trails on foot by members of the public, and (ii) that portion of the Easement Area identified on the Plan as “Proposed 5 Foot Wide Walkway “Footpath Easement”” by foot or with motorized vehicles by the Town for the purpose of public safety.

2. Prohibited Uses; Reserved Rights. Except as provided in Section 1, vehicular, bicycle, and motorized access within the Easement Area is strictly and specifically prohibited, unless related to lawfully required handicap accessibility. No acts are permitted within the Easement Area which are inconsistent with the rights and easements hereby conveyed. The Property is to be established as a condominium under Massachusetts General Laws Chapter 183A (the “Condominium”) by Master Deed and Declaration of Trust to be executed and recorded with the Registry. These easement rights shall be subject to the same conditions, regulations, and restrictions that regulate the land use of the Property by the Trustees of the Condominium, by establishment of the Condominium Rules and Regulations pursuant to the Master Deed and Declaration of Trust, as they may be amended from time to time, provided that the Town is provided prior written notice of such Rules and Regulations and amendments thereto, and which shall not materially and adversely interfere with the purposes of this Easement. The Owner retains the right to enforce such Rules and Regulations against any persons accessing the Easement Area, whether or not those persons are owners or residents of the Condominium. The Owner may not obstruct the Easement Area or use it in any way that derogates from the intent of this Agreement. The Owner hereby agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Easement Area that will materially and adversely interfere with the Town’s rights under this Agreement without the prior written consent of the Town, which consent may be withheld or granted in the Town’s sole and absolute discretion.

3. Maintenance and Repair. The Owner agrees for itself and its successors and assigns to perform all work necessary, if any, in connection with the landscaping, maintenance, repair and use of the Easement Area at the Owner’s sole cost and expense. All of said work shall be performed in a good workmanlike manner in compliance with all applicable laws, regulations, codes, bylaws and ordinances. Use of the Easement Area by members of the general public shall be at their own risk. Neither the Owner nor the Town may charge for access, nor do they assume any duty to warn of any defects or dangerous conditions of the Easement Area, provided nevertheless that the Owner, and its heirs and assigns, shall reasonably maintain the surface and landscaping around the Easement Area from its entrance to the Condominium from Fairland Street and to and from Lincoln Street. The Owner shall not be obligated to remove or clear snow from any portion of the “Proposed 5 Foot Wide Walkway “Footpath Easement””.

4. No Relocation. The Owner shall not be entitled to relocate the Easement Area without the express prior written consent of the Town, which consent may be withheld in the Town’s sole and absolute discretion.

5. Additional Provisions.

- a. The rights and easements described herein constitute an easement in gross for the benefit of the Town, its successors and assigns, its agents, employees, guests, invitees and other parties to whom the Town may give rights to so use the Easement, and these provisions shall run with the land and shall inure to

the benefit of and bind the respective legal representatives, successors and assigns of the Owner and others holding rights in the Property and the Town.

- b. The parties hereby agree that the parties may apply to any court, state or federal, for specific performance of this Agreement, or an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the amount of damages arising from the default under any terms of this Agreement would be difficult to ascertain and may not be compensable by money alone.
- c. The Owner warrants and represents that the person executing this Agreement has authority to do so, and that there are no mortgages or encumbrances of record or otherwise on the Property that will negate or negatively impact this Agreement
- d. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The terms, provisions and agreements herein contained may be amended only by a duly executed instrument in writing thereafter filed in the Registry. If any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which shall constitute a part of the same instrument. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit, expand or define the contents of the respective sections or paragraphs.
- e. No Massachusetts Deed Excise Stamps have been affixed hereto as the Town is a municipality.
- f. This grant of a recreational walking trail easement is consistent with the purposes described in M.G.L. Chapter 21, Section 17C and the Owner and the Town shall each have the benefit and protection of the limitation on liability contained in such section to the fullest extent permitted by law.

[Signatures on following pages]

Executed as a sealed instrument this 4 day of April, 2025.

FAIRLAND COMMONS LLC

By: Mark J. Barons
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 4 day of April, 2025 before me, the undersigned notary public, personally appeared Mark J. Barons, as license of FAIRLAND COMMONS LLC, proved to me through satisfactory evidence of identification, which was in the form of a state issued drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Abigail McCabe
Notary Public Abigail McCabe
My commission expires: July 14, 2028



ACCEPTANCE AND AGREEMENT
TOWN OF LEXINGTON

We, the undersigned, being a majority of the Select Board of the Town of Lexington, hereby certify that at a meeting duly held on the _____ day of _____, 2025, the Select Board voted to accept the foregoing Easement Agreement.

TOWN OF LEXINGTON

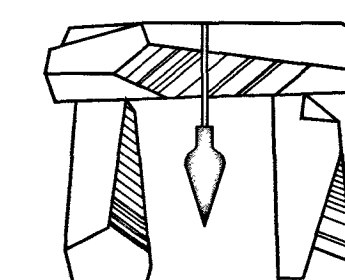
By its Select Board

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, members of the Select Board for the Town of Lexington, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:



& Associates, Inc.
1266 Furnace Brook Parkway, Suite 401 Quincy, MA 02169
(617) 405-5100 (O) (617) 405-5101 (F)

Middlesex Registry of Deeds
Southern District
Cambridge, Massachusetts
Plan No. 129 of 2025
Rec'd 3-4 2025
at 11:12 AM AHT
Attest
Claudio Sala
Analyst

FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS IN THE COMMONWEALTH OF MASSACHUSETTS

Claudio Sala 2/25/2025

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Claudio Sala 2/25/2025
REGISTERED LAND SURVEYOR DATE

GENERAL NOTES:

- LOCUS: ASSESSORS: MAP 42 LOT 205 (COMMON CT.)
RECORD OWNER: FAIRLAND COMMONS LLC
DEED REFERENCE: BOOK 81590 PAGE 245, 249, 251
PLAN REFERENCE: PLAN 204 OF 2023
- EXISTING UTILITIES WHERE SHOWN IN THE DRAWINGS ARE FROM SURFACE OBSERVATION AND RECORD INFORMATION AND SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY LOCATING AND COORDINATING THE PROPOSED CONSTRUCTION ACTIVITY WITH DIG-SAFE AND THE APPLICABLE UTILITY COMPANIES AND MAINTAINING THE EXISTING UTILITY SYSTEM IN SERVICE.
DIG-SAFE SHALL BE NOTIFIED PER THE STATE OF MASSACHUSETTS STATUTE CHAPTER 82, SECTION 409 AT TEL. 1-888-344-7233. THE ENGINEER DOES NOT GUARANTEE THEIR ACCURACY OR THAT ALL UTILITIES AND SUBSURFACE STRUCTURES ARE SHOWN. LOCATIONS AND ELEVATIONS OF UNDERGROUND UTILITIES WERE TAKEN FROM RECORD PLANS. THE CONTRACTOR SHALL VERIFY SIZE, LOCATION, AND INVERTS OF UTILITIES AND STRUCTURES AS REQUIRED PRIOR TO THE START OF CONSTRUCTION.
- THIS PROJECT IS SUBJECT TO THE RULES AND REGULATIONS AS APPROVED BY THE SPECIAL PERMIT RESIDENTIAL DEVELOPMENT-BALANCED HOUSING DEVELOPMENT-FAIRLAND ESTATES VOTED ON JULY 10, 2019.
- PROPERTY LINES COMPILED FROM PLAN #204 OF 2023 (SH 2 OF 4). REFER TO SUCH PLAN FOR ALL LOT LINE DETAIL.
- THE 5 FOOT WIDE FOOTPATH, FROM THE STAIRS AT THE RETAINING WALL TO LINCOLN STREET, IS SHOWN AS-BUILT AND LOCATED ON SEPT. 23, 2024.
- THE 5 FOOT WIDE FOOTPATH EASEMENT, FROM COMMON COURT TO THE STAIRS IN THE RETAINING WALL, HAVE NOT BEEN CONSTRUCTED AND SHALL BE CONSTRUCTED IN THE GENERAL LOCATION. THE DEFINED LOCATION SHALL BE CONSIDERED "AS THE WALKWAY NOW EXISTS" FOR VARIATION OVER TIME.
- THE 4 FOOT WIDE SIDEWALK EASEMENT SHOWN HEREON IS NOT CONSTRUCTED AS OF THE DATE OF THIS PLAN. ACTUAL EASEMENT LOCATION WILL BE DETERMINED BY ACTUAL CONSTRUCTED LOCATION OF THE SIDEWALK AND CONSIDERED "AS THE SIDEWALK NOW EXISTS" FOR FUTURE VARIATIONS.
- THE PARCEL IS SUBJECT TO OTHER EASEMENTS ON RECORD THAT ARE NOT SHOWN HEREON.

PROJECT TITLE & LOCATION:

Common Court Residential Development
in
Lexington, MA

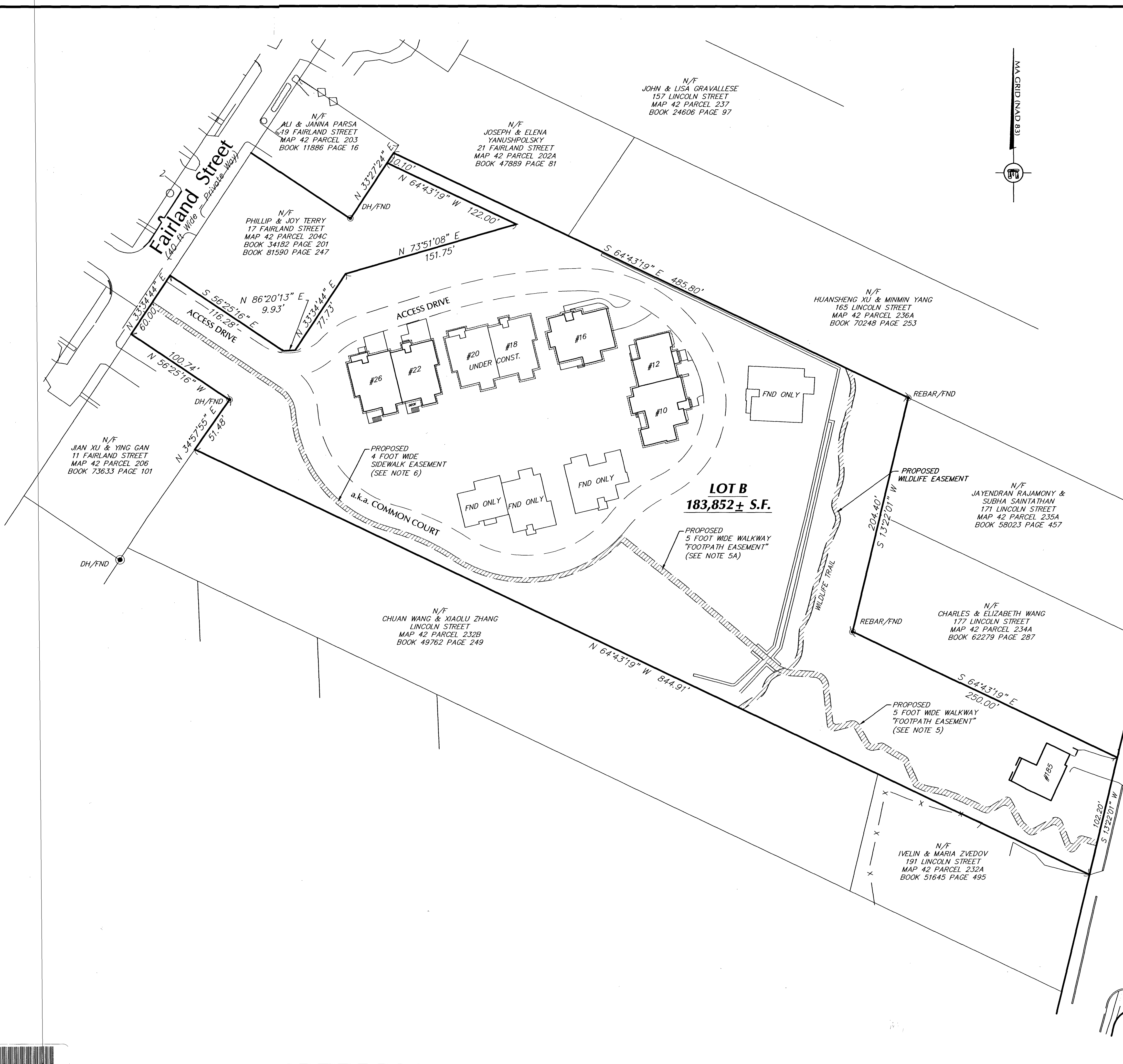
PLAN TITLE:
WILDLIFE, SIDEWALK & FOOTPATH EASEMENT PLAN

PREPARED FOR:
BARONS CUSTOM HOMES
1 GARFIELD CIRCLE
BURLINGTON, MA 01803

DATE: JANUARY 24, 2025

JOB NUMBER: 124.034 SHEET 1 OF 1

SCALE: 1" = 40'



Claudio Sala
2/25/2025

129 of 2025



Town of Lexington
PLANNING BOARD

Richard Canale, Chair
Robert Creech, Vice Chair
Robert Peters, Clerk
Ginna Johnson
Charles Hornig
Michael Leon, Associate

Town Office Building
1625 Massachusetts Avenue
Lexington, MA 02420
Tel (781) 698-4560
Facsimile (781) 861-2748

SPECIAL PERMIT RESIDENTIAL DEVELOPMENT DECISION
BALANCED HOUSING DEVELOPMENT
FAIRLAND ESTATES
15-17 FAIRLAND STREET

Date of Application: April 11, 2019
Dates of Hearing: May 8, 2019 & June 26, 2019
Date of Vote: July 10, 2019

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LEXINGTON MA

APPLICATION & DEVELOPMENT PARCEL INFORMATION

| | |
|-----------------------------------|--|
| Applicant & Owner: | Barons Custom Homes |
| Parcel Location & Street Address: | 15 Fairland Street Assessors Map 42, Parcel 205 17 Fairland Street Assessors Map 42, Parcel 204C 185 Lincoln Street Assessors Map 42, Parcel 233 |
| Parcel Area: | 4.72 acres |
| Zoning District: | RS, One Family (15,500 S.F. lot, 125 ft. frontage) |

PROJECT SUMMARY

The project consists of 16 dwelling units, two of which will be located and accessed at 185 Lincoln Street while 14 will be accessed by a proposed interior drive off Fairland Street. All 16 units will be a part of the Fairland Commons Balanced Housing Development (BHD). One unit at 185 Lincoln Street will be a Moderate Income Unit (MIU). A condominium association or trust will be the legal entity that manages the units and the common areas.

The project locus consists of four parcels located between Fairland Street and Lincoln Street. Two parcels, 15 and 17 Fairland Street have frontage on Fairland Street while 185 Lincoln Street has frontage on Lincoln Street. Currently, 15 Fairland Street, 17 Fairland Street and 185 Lincoln Street are all developed with single-family dwellings, bituminous concrete driveways, public water and sewer, and overhead power and communications. The rear lot at 185 Lincoln Street is not developed.

The land is covered with young deciduous forest. There are significant ledge outcroppings. The topography is rolling with the steepest slopes on the east and southeast portions of the site, running down to Lincoln Street.

The applicant proposes to raze the single-family house at 15 Fairland to accommodate the new interior drive. The existing house at 17 Fairland Street will remain and the property lines will be reconfigured to create a conforming lot. The new reconfigured 17 Fairland lot will not be part of the Condominium Association.

Plans revised on June 18, 2019 depict an additional four units being added to the 12 previously proposed units. The existing single-family home at 185 Lincoln Street will be converted into a two-family condominium which will be included in the Balanced Housing Development. Both units at 185 Lincoln Street will be re-classified as units 15 and 16, with one unit being a Moderate Income Unit (MIU).

Fairland Street, an unaccepted road, provides access to the new interior drive. The Project is served by a new 20-foot-wide entry drive which then splits into an 18-foot-wide one-way interior drive that loops through the development. A significant portion of Fairland Street will be regraded and surfaced with bituminous concrete. Two new deep sump catch basins at the intersection between Fairland Street and the proposed interior drive will collect stormwater run-off from a portion of Fairland and convey it to the project's infiltration system.

Wastewater will be conveyed to the existing Lincoln Street sewer system. Water service will be connected to the water main on Lincoln Street and on Fairland Street. The Applicant is providing an easement to the Town for the proposed pump station at the corner of Fairland and the development's interior drive. This facility, to be constructed and managed by the Town, will connect to the existing Fairland Street water system and allow for increased flow and pressure. Electric and communication services will run underground. A proposed footpath provides pedestrian access to a new crosswalk across Lincoln Street to the existing Lincoln Street sidewalk, providing an important pedestrian link to Lincoln Park and Bridge Elementary School.

DOCUMENTS OF RECORD

Application packet dated March 25, 2019, stamped by the Town Clerk on April 12, 2019:

Plan Set titled "Site Plan - Balance Housing Development Fairland Commons 15 Fairland Street, 17 Fairland Street -185 Lincoln Street Lexington, Massachusetts", dated March 20, 2019 with:

- sheet 1 of 16 "Cover Sheet", dated March 20, 2019;
- sheet 2 of 16 "Existing Conditions" prepared by the DeCelle-Burke-Sala and Associates Inc., of Quincy, MA, signed and stamped by Claudio Sala PLS no. 38391 dated March 20, 2019;
- sheet 3 of 16 "Site Analysis"; prepared by Dodson & Flinker signed and stamped by Peter A. Flinker RLA no. 976 dated March 13, 2019;
- sheet 4 of 16 "Construction Management", dated March 20, 2019;
- sheet 5 of 16 "Proposed Layout", dated March 20, 2019;
- sheet 6 of 16 "Proposed Grading", dated March 20, 2019;
- sheet 7 of 16 "Proposed Utilities" dated March 20, 2019;
- sheet 8 or 16 "Proposed Drainage", dated March 20, 2019;
- sheet 9 of 16 "Proposed Road Profile", dated March 20, 2019;
- sheet 10 of 16 "Proposed Drainage Profile, dated March 20, 2019";
- sheet 11 of 16 "Proposed Sewer Profile", dated March 20, 2019;
- sheet 12 of 16 "Proposed Utility Profile", dated March 20, 2019;
- sheet 13 of 16 "Landscape Plan" prepared by the DeCelle-Burke-Sala and Associates Inc., of Quincy, MA, signed and stamped by and James W. Burke RPE no. 39418 all dated March 20, 2019;
- sheet 14 of 16 "Landscape Details"; prepared by Dodson & Flinker signed and stamped by Peter A. Flinker RLA no. 976 all dated March 20, 2019;

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2019 JUL 24 PM 1:42
TOWN CLERK
LEXINGTON MA

- sheet 15 of 16 “Construction Details” March 20, 2019;
- sheet 16 of 16 “Drainage Details” prepared by the DeCelle-Burke-Sala and Associates Inc., of Quincy, MA, signed and stamped by and James W. Burke RPE no. 39418; and “Proof Plan” and “Property Rights and Dimensional Standards Plan” prepared by the DeCelle-Burke-Sala and Associates Inc., of Quincy, MA, signed and stamped by Claudio Sala PLS no. 38391, dated March 20, 2019.

Engineering Report for Fairland Estates at 15-17 Fairland Street in Lexington, Massachusetts prepared by the DeCelle-Burke-Sala and Associates Inc., Quincy, MA, dated March 22, 2018

Revised site plan packet submitted on June 18, 2019:

Plan Set titled “Site Plan - Balance Housing Development Fairland Commons 15 Fairland Street, 17 Fairland Street, 185 Lincoln Street Lexington, Massachusetts” with:

- Sheet 1 of 18 “Cover Sheet”;
- sheet 2 of 18 “Existing Conditions” prepared by the DeCelle-Burke-Sala and Associates Inc., of Quincy, MA, signed and stamped by Claudio Sala PLS no. 38391 dated March 13, 2019, revised June 12, 2019;
- sheet 3 of 18 “Site Analysis”; prepared by Dodson & Flinker signed and stamped by Peter A. Flinker RLA no. 976 dated March 13, 2019;
- sheet 4 of 18 “Construction Management” dated March 20, 2019, revised June 12, 2019;
- sheet 5 of 18 “Proposed Layout” dated March 20, 2019, revised June 12, 2019;
- sheet 6 of 18 “Proposed Grading” dated March 20, 2019, revised June 12, 2019;
- sheet 7 of 18 “Proposed Utilities” dated March 20, 2019, revised June 12, 2019;
- sheet 8 of 18 “Proposed Drainage” dated March 20, 2019, revised June 12, 2019;
- sheet 9 of 18 “Proposed Road Profile” dated March 20, 2019, revised June 12, 2019;
- sheet 10 of 18 “Proposed Drainage Profile” dated March 20, 2019, revised June 12, 2019;
- sheet 11 of 18 “Proposed Sewer Profile” dated March 20, 2019, revised June 12, 2019;
- sheet 12 of 18 “Proposed Utility Profile” dated March 20, 2019, revised June 12, 2019;
- sheet 13 of 18 “Landscape Plan” dated June 17, 2019;
- sheet 13A-B of 18 “Trail Plan” dated June 14, 2019;
- sheet 14 of 18 “Landscape Details” dated June 14, 2019;
- sheet 15 of 18 “Construction Details” dated March 20, 2019, revised June 12, 2019;
- sheet 16 of 18 “Construction Details 2” dated March 20, 2019, revised June 12, 2019;
- sheet 17 of 18 “Drainage Details” dated March 20, 2019, revised June 12, 2019;
- sheet 18 of 18 “Property Rights and Dimensional Standards” dated April 8, 2019, revised June 12, 2019.

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Engineering Report for Fairland Estates at 15-17 Fairland Street in Lexington, Massachusetts prepared by the DeCelle-Burke-Sala and Associates Inc., Quincy, MA, dated March 22, 2018, revised June 12, 2019.

Fairland Commons Condominiums Draft Master Deed, submitted June 18, 2019.

Fairland Commons Condominiums Draft Declaration of Trust, submitted June 18, 2019.

Response Letter addressing Planning Board, Conservation Commission, and staff comments for Fairland Estates at 15-17 Fairland Street in Lexington, Massachusetts prepared by the DeCelle-Burke-Sala and Associates Inc., of Quincy, MA, dated June 12, 2019.

Emergency Vehicle Access Plans for Fairland Estates at 15-17 Fairland Street in Lexington,
Massachusetts prepared by the DeCelle-Burke-Sala and Associates Inc., Quincy, MA

Greenway Corridor Committee Memorandum, dated May 8, 2019.

Engineering Staff Memorandum, dated June 25, 2019.

PROCEDURAL PROCESS

Member Ginna Johnson recused herself due to a potential conflict of interest. Associate Member Michael Leon was designated to act on the special permit in her place.

The public hearing was held on May 8, 2019. The hearing was continued to June 26, 2019 where the Planning Board closed the public hearing. On July 10, 2019 the Planning Board reviewed a draft decision and voted to approve the Balanced Housing Development with conditions. At its July 10, 2019 meeting, the Planning Board authorized the Chair, Richard Canale to sign the approval on its behalf.

FINDING OF FACTS

- 1) Over the last two years, this project has been before the Planning Board several times as a Preliminary Plan and a Sketch Plan. The Applicant applied for a definitive Balanced Housing Special Permit Residential Development based on the Preliminary Subdivision Plan approved by the Planning Board in March 2018 as the 7-lot Proof Plan. The initial definitive application did not include 185 Lincoln Street in the Balanced Housing Development, but was part of the overall plan as it provided proposed pedestrian access to Lincoln Street. Over the course of the hearings the Applicant agreed to provide a MIU in the development. In order to make the MIU work, the Applicant included the property at 185 in the Balanced Housing Development. This change was reflected in the June 18, 2019 plan submittal.
- 2) The Applicant is proposing a footpath from the development down a steep slope to Lincoln Street and a new crosswalk across Lincoln Street. The Engineering Division finds that erosion is likely to happen with the proposed grades and cause issues down grade. As such the Engineering Division has concerns about the stability of the footpath down to Lincoln Street and recommends it not be built.
- 3) Because the proposed footpath provides an important connection to Lincoln Street, Lincoln Park and the Bridge School, the Planning Board and the Greenway Corridor Committee expressed support of the footpath's installment and finds the footpath will benefit the public. The Condominium Association will maintain the footpath.
- 4) Proposed water, drainage and sewer pipes connect to the Lincoln Street layout. The development is to be serviced by a looped water main from Lincoln Street to Fairland Street. Land area for a pump station to provide additional pressure to the existing Fairland Street neighborhood is provided through a proposed easement.
- 5) Because Fairland Street is an unaccepted way, the standards of providing adequate access as outlined in the Planning Board's Zoning Regulations apply. The majority of Fairland Street will be reconstructed by the Applicant. Fairland Street will be regraded so that there is a crest in the center of the layout and a new bituminous concrete surface will be provided. Two deep sump catch basins to collect stormwater runoff from a portion of Fairland Street will be installed by the Applicant at the intersection between Fairland Street and the proposed interior drive.
- 6) Neighbors expressed concern of additional water pressure potentially causing the existing water mains to fail. A consultant to the Engineering Division investigated the concern and concluded that the additional water pressure would not have a negative impact.

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- 7) The Planning Board finds the density of the proposed development to be consistent with the existing neighborhood on Fairland Street.
- 8) Many of the surrounding lots are long lots with frontage on Lincoln Street or Fairland Street. The rear portions of these lots are undeveloped and are home to local wildlife. Neighbors expressed interest, and the Board agreed, in maintaining a wildlife connection. The Applicant proposes a strip of land approximately 50-feet-wide to be reserved as wildlife corridor which will connect undeveloped land on either side of the development.
- 9) Although balanced housing developments do not have an affordable unit requirement, the Planning Board requested the applicant provide one MIU. The Applicant agreed to include a MIU unit which will be restricted and priced to accommodate a household at 120% of the Area Median Income (AMI).
- 10) In addition to normal construction activities, the Applicant has estimated the project site development will take 822 truck trips to bring fill to the site. The Planning Board is concerned that this will add to traffic during peak traffic hours.
- 11) The project meets BHD Gross Floor Area (GFA) requirements. Based on the 7-lot proof plan plus the additional lot at 185 Lincoln Street, the total allowable GFA of the project is 57,600 square feet. A GFA of 57,500 square feet is proposed. As required of Balanced Housing projects, 25% of the 16 units are not larger than 2,700 square feet, and 50% are not larger than 3,500 square feet. The proposed GFA of the units are shown on the cover sheet of the Development Plans revised June 12, 2019.
- 12) The project meets Balanced Housing impervious surfaces requirements. The total amount of impervious surface of the project is 56,860.2 square feet which is the maximum amount of allowed impervious surface.
- 13) Public comment provided in writing and presented at the hearings was robust. The Board carefully considered these comments.
- 14) The Board carefully considered the letters and statements made at the Public Hearings by representatives of the property owner of Lot 42-232B. The Board noted the parcel is a landlocked parcel, formerly a part of that property known as 191 Lincoln Street. The parcel was created by an “approval not required” by the owner in 2007. The Board found Lot 42-232B lacked frontage and could not create frontage by use of the proposed Fairland Condominiums interior drive, which will be owned and managed by the Fairland Commons Condominium Association. The Board further found the location of the interior drive remained the same through the several submissions of this proposal and its location was a result of the extensive “cut and fill” grading required to meet the Town’s standards for grade and drainage of interior driveways.

DECISION

The Planning Board reviewed the plans and documents noted above. Throughout its deliberations, the Board has been mindful of the statements of the Applicant and its representatives, and the comments of the public, all as submitted or made at the public hearing.

As detailed above, the Planning Board determines that the proposal meets the applicable special permit residential development standards of the Lexington Zoning Bylaw and the Planning Board’s *Zoning Regulations* when the Conditions of Approval are met. It therefore **approves** the special permit residential development depicted on the Development Plan set titled “Site Plan - Balance Housing Development Fairland Commons 15 Fairland Street, 17 Fairland Street, 185 Lincoln Street Lexington, Massachusetts” prepared by the DeCelle-Burke-Sala and Associates Inc., of Quincy, MA dated March 20, 2019, revised June 12, 2019 subject to the conditions stated below:

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CONDITIONS OF APPROVAL

1. The entire tract of land and buildings to be constructed may not be used, sold, transferred, or leased except:
 - a) As granted by this Decision;
 - b) As shown on the Definitive Site Development Plan; and
 - c) In accordance with subsequent approved plans or amendments to this Decision.
2. Before a building permit is issued, a Construction Management Plan shall be submitted to the Building Commissioner and the Planning Office. The Construction Management Plan shall include:
 - a. A Pest Monitoring Plan
 - b. A traffic plan and schedule detailing time frames and the truck routes of all truck trips which shall be reviewed and approved by the Police Department. The traffic plan shall consider the projects effects on traffic when planning truck routes.
 - c. Source of fill being used for project construction.
3. The Applicant and its contractor shall meet with Town staff for a pre-construction meeting. At that time, the construction schedule and the construction management plan shall be reviewed by the Building and Planning Departments.
4. No construction vehicles shall park or stand on Fairland Street, with the exception of work being conducted on Fairland Street. In the event construction vehicles must stand or be unloaded on Fairland Street, the Applicant shall contact the Lexington Police Department to determine if a police detail is needed. The police detail will be at the expense of the Applicant.
5. Retaining walls shall require a separate building permit. The Applicant shall include design, drainage, and structural engineering plans with the building permit application, in addition to the Building Department's regular requirements
6. Before a building permit may be issued, a retaining wall plan must be submitted to the Planning Department to show total height of structure, design, materials etc. A copy of this plan must also be submitted to the Building Department.
7. Guard rails shall be installed on the portion of the sidewalk where retaining walls are present.
8. Before a building permit is issued, the Applicant shall demonstrate Conservation Commission approval, if required.
9. All easements shown on the plan must be appropriately recorded before the Master Deed is recorded; including the easement for the pump station.
10. The property owners and their successors are responsible for, at their own expense, maintenance of the interior drive, sidewalks, landscaping, the footpath to Lincoln Street, water, sewer, stormwater and drainage system and all other utilities on site; and snow removal of the sidewalks and interior drive. Snow removal of footpath shall not be required.
11. Condominium Documents shall include references to this Special Permit and its Recording at the registry and the obligations of the condominium owners and the condominium association; The documents shall include the following:
 - a. The Master Deed shall state: "The construction and operation of the development is governed by a Special Permit issued by the Lexington Planning Board on July 10, 2019, a copy of which is available for inspection at the Town Clerk's Office, Town Office Building, Lexington, Massachusetts and is filed at the Middlesex Registry of Deeds. This

development is a Balanced Housing Residential Development and is limited in size according to its Gross Floor Area and impervious surfaces.”

- b. The interior drive off Fairland Street shall remain private and the maintenance of the interior drive, utilities, footpaths, and irrigation, drainage and stormwater facilities are the sole responsibility of the Condominium Association.
 - c. The Condominium Association is responsible for the execution of the Stormwater Management System Operations and Maintenance plan approved by the Department of Public Works. The Operation and Maintenance Plan shall be included in the condominium documents. In addition to the inspections and maintenance outlined in the proposed Operation and Management Plan, the Plan shall also include a requirement that the stormwater management system be evaluated by a licensed engineer every five years. The condominium documents, as applicable, must contain a provision with the foregoing language: “The terms and conditions of this decision and the operation and maintenance plan must be enforced by the condominium unit owners to the extent necessary to comply with this decision, including, if necessary any proceeding at law or in equity (at no cost to the Town) against any person or persons violating or attempting to violate any such condition or restriction, either to restrain the violation or to recover damages. If the residential homeowners, or any association established by them, fail to enforce said conditions and/or restrictions, any one owner, or the Town of Lexington, may bring a proceeding at law or in equity against any person, persons, or association in violation thereof to enforce compliance with said conditions and/or restrictions. In certain instances, the Town may elect to take corrective action at the expense of the owners.”
12. The condominium documents must specifically permit public pedestrian access from the development’s entrance, directly down the interior drive and sidewalk to the Footpath located between Units 13 & 14 and past units 15 & 16 out to Lincoln Street. Public access does not include vehicular access on the property nor access across other areas of the lot, and all public access is subject to the same conditions that regulate residents of the development such as pet regulations, footpath use, etc.
 13. The proposed wildlife crossing in the strip of land between the retaining walls and the rear property line adjacent to 171 and 177 Lincoln Street properties shall remain in a natural-vegetative state in perpetuity, other than the utility corridor. This requirement shall be reflected in the condominium documents.
 14. The Master Deed and the Declaration of Trust shall be recorded at the Middlesex Registry of Deeds prior to the issuance of the first unit building permit. Before recording, the Planning Department shall review the condominium documents to ensure compliance with this Special Permit.
 15. Each deed or any association instrument, as applicable, shall contain the following provision: "The construction and operation of the development is governed by a Special Permit voted by the Lexington Planning Board on July 10, 2019, a copy of which is available for inspection at the Town Clerk's Office, Town Office Building, Lexington, Massachusetts and is filed at the Middlesex Registry of Deeds. This dwelling unit is part of a Balanced Housing Development and is limited in size according to its Gross Floor Area and impervious surfaces." A draft deed shall be submitted to the planning department prior the issuance of the certificate of occupancy.
 16. Two-off street parking spaces for each unit at 185 Lincoln Street (units 15 and 16 on the plans) shall be provided.
 17. Pursuant to Sections 9.6.7, 9.6.8 and 9.6.11 of the Zoning Regulations (Chapter 176), the Applicant shall remove all invasive species within the limit of work and restore disturbed areas that are not part of the development proposed formal landscaping with native plant and native

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seed mix. In particular the areas disturbed for utility work and the footpath shall be planted with native plants, shrubs, and trees where appropriate.

18. The Applicant shall work with the neighbor at 191 Lincoln Street, if requested by that neighbor to provide additional screening with up to 7 total of trees (6-8 feet in height) or shrubs between the footpath and the property at 191 Lincoln Street at a mutually agreeable and practical location to provide vegetative screening. These trees/shrubs shall be planted before the occupancy of the last three dwelling units. The landscaping along the property line of 191 Lincoln Street can be modified by written agreement between the Applicant and the property owner of 191 Lincoln Street submitted to the Planning Department and shall be considered a minor modification and shall not need approval by the Planning Board.
19. The finished as-built gross floor area will not exceed the gross floor area as shown on the approved site construction plan. The units without habitable basements shall be identified on the as-built plan and those basement ceiling heights shall be less than what is considered habitable space as described in the Definitions Section of the Zoning Bylaw.
20. The MIU unit shall be offered by the Applicant at the Applicant's expense through a lottery that complies with Affirmative Fair Housing Marketing Plan (AFHMP) to be done with local advertisements and in regional papers, approved by the Planning Department. The Town will act as the monitoring agent for the MIU unit.
21. Before the building permit is issued for either units at 185 Lincolns Street, the lottery shall be held and a deed restriction for the MIU at 185 Lincoln Street shall be recorded restricting one unit at 185 Lincoln Street to be for a moderate income family at 120% of AMI in perpetuity. The deed restriction shall include language for a resale multiplier, the method used for calculating resale price limitations, based on the example provided by the Town.
22. Before the Master Deed is recorded and before the issuance of the first building permit, the Applicant shall provide an easement in a form acceptable to the Town for public pedestrian access from the development's entrance, directly down the interior drive and sidewalk to the Footpath located between Units 13 & 14 and past units 15 & 16 out to Lincoln Street. This easement shall be shown on the Property rights and Development Plan. The easement documents in a form approved by the Town of Lexington shall be recorded at the Middlesex Registry of Deeds.
23. Before the Master Deed is recorded, the Applicant shall grant the Town an easement in a form acceptable to the Town authorizing access over the private ways for the purpose of emergency maintenance and repair of the water main, sewer main and stormwater management system constructed for the benefit of this Balanced Housing Special Permit Residential Development where the Town may but shall not be required to enter the property and provide maintenance and/or repair services to said utilities. Any such costs incurred by the Town including but not limited to repair costs, court cost, legal costs, and /or engineering costs shall be paid for by Applicant, their successors and assigns. The Master Deed shall specifically state that the property is subject to the easement, and that the Town shall be able to recover any of its costs from the Condominium Association or Condominium Trust.
24. Before the Master Deed is recorded, the Applicant shall provide an easement in a form acceptable to the Town to install a pump station. If the Department of Public Works decides an easement is not necessary or decides to make different arrangements with the Applicant or its successors, the Department of Public works shall provide a letter to the Planning Office explaining the modification. Any modification regarding the pump station or easement shall be considered minor and shall not require approval from the Planning Board.

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25. Before a certificate of occupancy of the last three units is issued, the footpath to Lincoln Street Lincoln shall be completed.
26. The following off-site improvements shall be completed before the last three occupancy permits are issued:
 - a. The Applicant shall reconstruct the majority of Fairland Street as shown on the approved plans. Fairland Street will be regraded so that there is a crest in the center of the layout and a new bituminous concrete surface will be provided. There shall also be two deep sump catch basins provided at the intersection between Fairland Street and the proposed interior drive which will collect stormwater runoff from a portion of Fairland Street.
27. If the Town agrees that a crosswalk is appropriate, a crosswalk across Lincoln Street, as shown on the approved plans, shall be constructed by the Applicant or however arranged by the Department of Public Works.
27. Before any Certificate of Occupancy is issued, the Applicant shall file with the Planning Department two large format hard copies and one electronic copy of the as-built landscape plan showing the final location, number and type of plant material, final landscape features and lighting installations. The plan shall be prepared by the landscape architect of record and shall include a certification that such improvements were completed according to the approved plans.
28. Before any Certificate of Occupancy is issued, the Applicant shall file with the Planning Department two large format hard copies, one electronic copy, and one CAD drawing of the as-built site plan supplied by the engineer of record certifying that the project was built according to the documents approved by the Planning Board. The as-built plan shall show all structures, finished grades and final construction details of the driveways, parking areas, drainage systems, utilities, sidewalks and crosswalks and curbing in their true relationship to the lot lines for all on-site and off-site construction. In addition to the engineer of record, the as-built plans shall be certified by a Massachusetts Registered Land Surveyor.
29. In consideration for the fact that weather and seasonal constraints may not allow certain components of the Project and the offsite work to be complete at the time the Project is otherwise ready for occupancy and assuming the nature of any incomplete work would not present any safety, security or nuisance issues, the Town may issue temporary occupancy permits to allow the Applicant to commence occupancy prior to the Project completion. To ensure timely completion of these items prior to a final certificate of occupancy, the Town may ask the Applicant to provide a bond (or put funds into escrow) at a value of 110% of the remaining offsite and onsite work. Such value to be estimated by the Applicant's engineer-of-record and approved by the Town Engineer.
30. The Site Layout Plan shall be revised to include the Balanced Housing Development table; impervious coverage table; gross floor area table, and the open space table which are currently on the cover page.
31. The conditions listed above shall be reflected in the final site and building plans submitted to the Building Department for building permits.
32. Before any building permits are issued, the Planning Board shall endorse the approved plans, revised if necessary to fulfill conditions of this approval.
33. This approval and the endorsed site layout plan revised to meet the specified conditions in this decision shall be recorded at the South Middlesex Registry of Deeds. A copy of the recorded documents bearing the date of recording and the book and page number shall be delivered to the Planning Department before any building permits are issued.


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34. Separate from the above and after endorsement from the Planning Board, the Property Rights and Dimensional Standards Plan dated April 8, 2019, revised to show all necessary easements and to meet the specified conditions shall be recorded at the South Middlesex Registry of Deeds. A copy of the recorded documents bearing the date of recording and the book and age number shall be delivered to the Planning Department before any building permits are issued.
35. Any modifications to the property lines and substantial modifications to the overall site plan shall require a special permit modification by the Planning Board.
36. In accordance with Chapter 176 Section 9.2.6 this special permit shall lapse if building permits have not been issued within two years of the date of approval. The Board may grant an extension upon written request for good cause.
37. Any person aggrieved by this decision of the Planning Board may appeal to a competent court within 20 days after the decision has been filed with the Town Clerk under MGL c. 40A §17.

RECORD OF VOTE

After closing the public hearing and deliberating on the matter, the Board voted, on a motion made by Member Charles Hornig and seconded by Associate Member Michael Leon, 5 to 0 to **grant** with conditions the submitted application for Balanced Housing Development. Chair, Richard Canale; Vice Chair, Robert Creech; Member, Charles Hornig; Member Robert Peters; and Associate Member, Michael Leon sat on the case.

For the Board:


Richard Canale, Chair, Duly Authorized

Copy of Decision to:

Applicant
Assessors
Board of Health
Building Commissioner
Conservation Commission

Fire Chief
Police Chief
Town Assessor
Director of Public Works

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AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

2025 Annual Town Meeting - Select Board Article Discussion and Positions

PRESENTER:

Board Discussion

ITEM NUMBER:

I.3

SUMMARY:

Category: Informing

The Board may take up discussion on the 2025 Annual Town Meeting Articles and/or Select Board article positions. The Board will review the motion for Article 34, Abby McCabe will be at the meeting to provide and overview.

Town Website - 2025 Annual Town Meeting

2025 Annual Town Meeting

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

4/7/2025

6:50pm

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| <input type="checkbox"/> Select Board Working Document - Positions 2025 ATM | Backup Material |
| <input type="checkbox"/> Moderator's proposed schedule of 2025 ATM Articles | Backup Material |

- 📄 Motion-Article 34- VO 4-3-2025
- 📄 Motion-Article 34- VO 4.3.2025 redlined
- 📄 Art 34 slides

Backup Material

Backup Material

Backup Material

Select Board Positions
Working Document

| # | Article Name | PLACEHOLDER FOR AN UPDATE AT SELECT BOARD MTG | SELECT BOARD PRSNTR | Proposed CNSNT (PC) | IP | DL | JP | JH | MS | VK |
|---------------------------|---|---|---------------------|---------------------|-----------|----|----|----|----|----|
| 1 | Notice of Election | | | | | | | | | |
| 2 | Election of Deputy Moderator and Reports of Town Boards, Officers and Committees | | | | | | | | | |
| 3 | Appointments To Cary Lecture Series | | | | | Y | Y | Y | Y | Y |
| Financial Articles | | | | | | | | | | |
| 4 | Appropriate FY2026 Operating Budget | | DL | | | Y | Y | Y | Y | Y |
| 5 | Appropriate FY2026 Enterprise Funds Budgets | | VK | | | Y | Y | Y | Y | Y |
| 6 | Amend Fy2025 Operating, Enterprise And CPA Budgets | | MS | | | Y | Y | Y | Y | Y |
| 7 | Sustainable Projects | | JP | | | Y | Y | Y | Y | Y |
| 8 | Appropriate Funding To Construct a Playground In Fletcher Park (Citizen Petition)- IP | 2/24/2025 | | PC | IP | Y | Y | Y | Y | Y |
| 9 | Establish and Continue Departmental Revolving Funds | | VK | | | Y | Y | Y | Y | Y |
| 10 | Appropriate The FY2026 Community Preservation Committee Operating Budget And CPA Projects a. Cotton Farm/Community Center Connector – \$300,000 b. Simond’s Brook Conservation Area Trail Design & Engineering – \$75,000 c. Document Conservation – \$21,000 - Proposed Consent d. Hancock-Clarke House Roof Replacement – \$57,800 e. Affordable Housing Trust Funding– \$3,000,000 f. LexHAB Affordable Housing Support, Restoration, Preservation, and Decarbonization – \$494,140 g. Park and Playground Improvements – Center Playground – \$1,490,000 h. Park Improvements – Athletic Fields - Harrington – \$3,197,904* i. Lincoln Park Field Improvements #3 – \$1,950,000* j. Administrative Budget – \$150,000- Proposed Consent | 1/27/2025 | MS | PC | | Y | Y | Y | Y | Y |
| 11 | Appropriate For Recreation Capital Projects | | JH | PC | | Y | Y | Y | Y | Y |
| 12 | Appropriate For Municipal Capital Projects And Equipment a) Transportation Mitigation b) Fire Pumper Truck | | | | | | | | | |
| | | | | PC | | Y | Y | Y | Y | Y |
| | | | | | | Y | Y | Y | Y | Y |

Select Board Positions
Working Document

| # | Article Name | PLACEHOLDER FOR AN UPDATE AT SELECT BOARD MTG | SELECT BOARD PRSNTR | Proposed CNSNT (PC) | IP | DL | JP | JH | MS | VK | |
|--|--|---|---------------------|---------------------|----|----|----|----|----|----|---|
| 12 (cont.) | c) Equipment Replacement | | JP | PC | | Y | Y | Y | Y | Y | |
| | d) Sidewalk Improvements | | | PC | | Y | Y | Y | Y | Y | Y |
| | e) Hydrant Replacement | | | PC | | Y | Y | Y | Y | Y | Y |
| | f) Street Improvements | | | PC | | Y | Y | Y | Y | Y | Y |
| | g) Stormwater Management Program | | | PC | | Y | Y | Y | Y | Y | Y |
| | h) New Sidewalk Installations - Study and Design | | | | | Y | Y | Y | Y | Y | Y |
| | i) Intersection Improvements - Adams St. at East St. & Hancock St. | | | | | Y | Y | Y | Y | Y | Y |
| | j) DPW Building Improvements | | | | | Y | Y | Y | Y | Y | Y |
| | k) Lincoln Park Parking Lot - Design | | | | | Y | Y | Y | Y | Y | Y |
| | l) Municipal Technology Improvement Program | | | PC | | Y | Y | Y | Y | Y | Y |
| | m) Network Redundancy & Improvement Plan | | | PC | | Y | Y | Y | Y | Y | Y |
| | 13 | Appropriate For Water System Improvements | | | | PC | | Y | Y | Y | Y |
| 14 | Appropriate For Wastewater System Improvements | | | PC | | Y | Y | Y | Y | Y | |
| 15 | Appropriate For School Capital Projects And Equipment | | | PC | | Y | Y | Y | Y | Y | |
| 16 | Appropriate For Public Facilities Capital Projects | | JP | | | | | | | | |
| | a) Public Facilities Bid Documents | | | PC | | Y | Y | Y | Y | Y | Y |
| | b) Public Facilities Interior Finishes | | | PC | | Y | Y | Y | Y | Y | Y |
| | c) School Paving and Sidewalks | | | PC | | Y | Y | Y | Y | Y | Y |
| | d) Municipal Building Envelopes and Associated Systems | | | PC | | Y | Y | Y | Y | Y | Y |
| | e) Central Administration Building Demolition | | | | | Y | Y | Y | Y | Y | Y |
| f) Estabrook Elementary School Nurse Bathroom Renovation | | | | Y | Y | Y | Y | Y | Y | | |
| 17 | Appropriate To Post Employment Insurance Liability Fund | | JP | PC | | Y | Y | Y | Y | Y | |
| 18 | Rescind Prior Borrowing Authorizations | | | PC | | Y | Y | Y | Y | Y | |
| 19 | Establish, Amend, Dissolve And Appropriate To And From Specified Stabilization Funds | | VK | | | Y | Y | Y | Y | Y | |
| 20 | Appropriate For Prior Years' Unpaid Bills - IP | | | PC | IP | Y | Y | Y | Y | Y | |
| 21 | Appropriate For Authorized Capital Improvements. - IP | | | PC | IP | Y | Y | Y | Y | Y | |

Select Board Positions
Working Document

| # | Article Name | PLACEHOLDER FOR AN UPDATE AT SELECT BOARD MTG | SELECT BOARD PRSNTR | Proposed CNSNT (PC) | IP | DL | JP | JH | MS | VK |
|-------------------------|--|---|---------------------|---------------------|----|----|----|----|----|----|
| General Articles | | | | | | | | | | |
| 22 | Select Board To Accept Easements | | | PC | | Y | Y | Y | Y | Y |
| 23 | Dispose Of 116 Vine Street | 3/10/2025 | MS | | | W | Y | Y | Y | Y |
| 24 | Authorize The Town Of Lexington To Prohibit Or Restrict The Application Of Second Generation Anticoagulant Rodenticides (Citizen Petition) | 2/3/2025 | JH | | | Y | Y | Y | Y | Y |
| 25 | Amendment To Town Meeting Management Provisions In Town Bylaws (Citizen Petition) | | DL | | | W | Y | W | Y | W |
| 26 | Local Voting Rights For Lawful Permanent Residents (Citizen Petition) | 2/14/2025 | JH | | | Y | Y | W | Y | W |
| 27 | Allow 16 Year Olds Voting Rights In Municipal Elections (Citizen Petition) | 2/24/2025 | DL | | | Y | Y | Y | Y | Y |
| 28 | Accurate Reporting On The Negative Aspects Of Lithium-Ion Batteries (Citizen Petition) | 1/27/2025 | JP | | | Y | Y | Y | N | Y |
| Zoning Articles | | | | | | | | | | |
| 29 | Amend Zoning Bylaw - Bicycle Parking - REFER BACK TO PB | 3/10/2025 | MS | PC | | Y | Y | Y | Y | Y |
| 30 | Amend Zoning Bylaw - Inclusionary Housing For Special Residential Developments | 3/10/2025 | JH | | | W | Y | Y | W | Y |
| 31 | Amend Zoning Bylaw - National Flood Insurance (NFI) District | 3/10/2025 | DL | | | Y | Y | Y | Y | Y |
| 32 | Amend Zoning Bylaw And Map - Technical Corrections | 3/10/2025 | VK | | | Y | Y | Y | Y | Y |
| 33 | Amend Zoning Bylaw - Accessory Uses | 3/10/2025 | JP | | | Y | Y | Y | Y | Y |
| 34 | Amend Section 7.5 Of The Zoning Bylaw To Reduce Multi-Family Dwelling Unit Capacity (Citizen Petition) | | VK | | | W | Y | Y | W | W |

The following is an update, as of 4/3/2025, from the Moderator to the proposed schedule of articles.

Monday, April 7, 2025 - *deadline for proposed amendments has passed*

Recess: LPS Student Recognition

Article 2: Minuteman School Superintendent's Report

Article 2: Town Manager's Report

Article 2: LPS Superintendent's Report

Article 4: Appropriate FY2026 Operating Budget

Article 5: Appropriate FY2026 Enterprise Funds Budgets

Article 7: Sustainable Projects

Article 9: Establish & Continue Departmental Revolving Funds

Article 28: Accurate Reporting on the Negative Aspects of Lithium-Ion Batteries (Citizen Petition)

Time permitting:

Article 10g: Community Preservation; Park and Playground Improvements - Center Playground

Article 10i: Community Preservation; Lincoln Park Field Improvements

Wed., April 9, 2025 - *deadline for proposed amendments has passed*

Article 12: ***(Items not on Consent Agenda)***

Article 16: Appropriate for Public Facilities Capital Projects ***(Items not on Consent Agenda)***

Article 10h: Park Improvements - Athletic Fields - Harrington **[DATE CERTAIN]**

Article 23: Dispose of 116 Vine Street

Time permitting:

Article 34: Amend Section 7.5 of the Zoning Bylaw to Reduce Multi-Family Dwelling Unit Capacity

Article 19: Establish, Amend, Dissolve and Appropriate to & From Specified Stabilization Funds

Article 6: Amend FY2025 Operating, Enterprise and CPA Budgets

Unfinished business from previous session(s)

Monday, April 14, 2025

Hold for unfinished business from previous session(s)

Town of Lexington
Motion
Annual Town Meeting 2025

ARTICLE 34 AMEND SECTION 7.5 OF THE ZONING BYLAW TO REDUCE MULTI-FAMILY DWELLING UNIT CAPACITY (Citizen Petition)

MOTION

That the Zoning Bylaw, Chapter 135 of the Code of the Town of Lexington, and Zoning Map be amended as follows, where ~~struck through~~ text is to be removed and underlined text is to be added, and further that non-substantive changes to the numbering of this bylaw be permitted to comply with the numbering format of the Code of the Town of Lexington:

A. Amend §135-7.5.5.6 as follows:

6. The minimum required front yard in feet is the lesser of that required in the underlying zoning district or 15 feet, except that where 50% or more of the façade facing the public way is occupied by nonresidential principal uses in the VO District, ~~no the minimum required~~ front yard is required 10 feet. Minimum required front yard areas shall be used as amenity space available for occupants and semi-public uses such as landscaping, benches, tables, chairs, play areas, public art, or similar features. Parking spaces are not permitted in the minimum required front yard.

B. Amend §135-7.5.5.10.b as follows:

- b. VO Height Bonus. In the VO District, the maximum height is 50 feet and 4 stories when at least 33% of the gross floor area of the street floor level or buildings' footprint, whichever is greater, of the entire development is occupied by nonresidential principal uses pursuant to §7.5.4.4, ~~and no more than the greater of 20% or 20 feet of the street floor frontage on a public way is dedicated to residential uses,~~ and the floor to floor height of the street floor level is at least 14 feet.

C. Amend §135-7.5.9.1 as follows:

1. Transition areas, as specified under §5.3.4 (Transition Areas), are required only along the boundary of the Village Overlay Districts and shall have a depth of at least 20 feet on developments containing a building with a height greater than 40 feet in the VO District, or at least five (5) feet otherwise.

(4/3/2025)

Town of Lexington
Motion
Annual Town Meeting 2025

ARTICLE 34 AMEND SECTION 7.5 OF THE ZONING BYLAW TO REDUCE MULTI-FAMILY DWELLING UNIT CAPACITY (Citizen Petition)

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C. Amend §135-7.5.9.1 as follows:

1. Transition areas, as specified under §5.3.4 (Transition Areas), are required only along the boundary of the Village Overlay Districts and shall have a depth of at least 20 feet on developments containing a building with a height greater than 40 feet in the VO District, containing a building with a height greater than 40 feet or at least five (5) feet otherwise.

(~~34/327~~/2025)



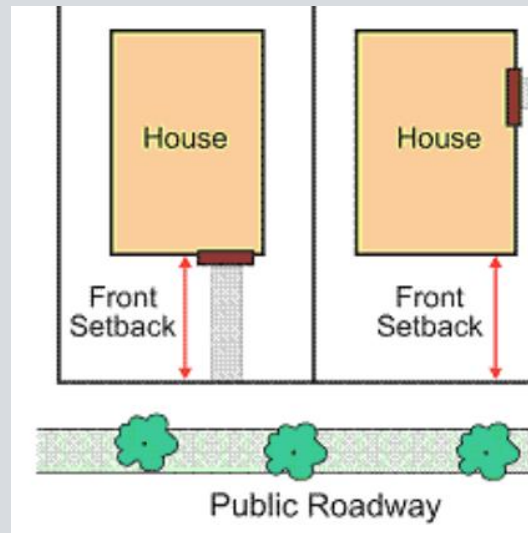
Article 34

Amend Section 7.5 of the Zoning Bylaw to Reduce Multi-Family Dwelling Unit Capacity



3 Changes to Section 7.5 Village Overlay Districts

1) Increases the minimum front yard setback to 10 ft. where none is currently required for mixed-use buildings



Proposal at 217-241 Massachusetts Ave. 9.3 - 9.6 ft.



First Floor Height

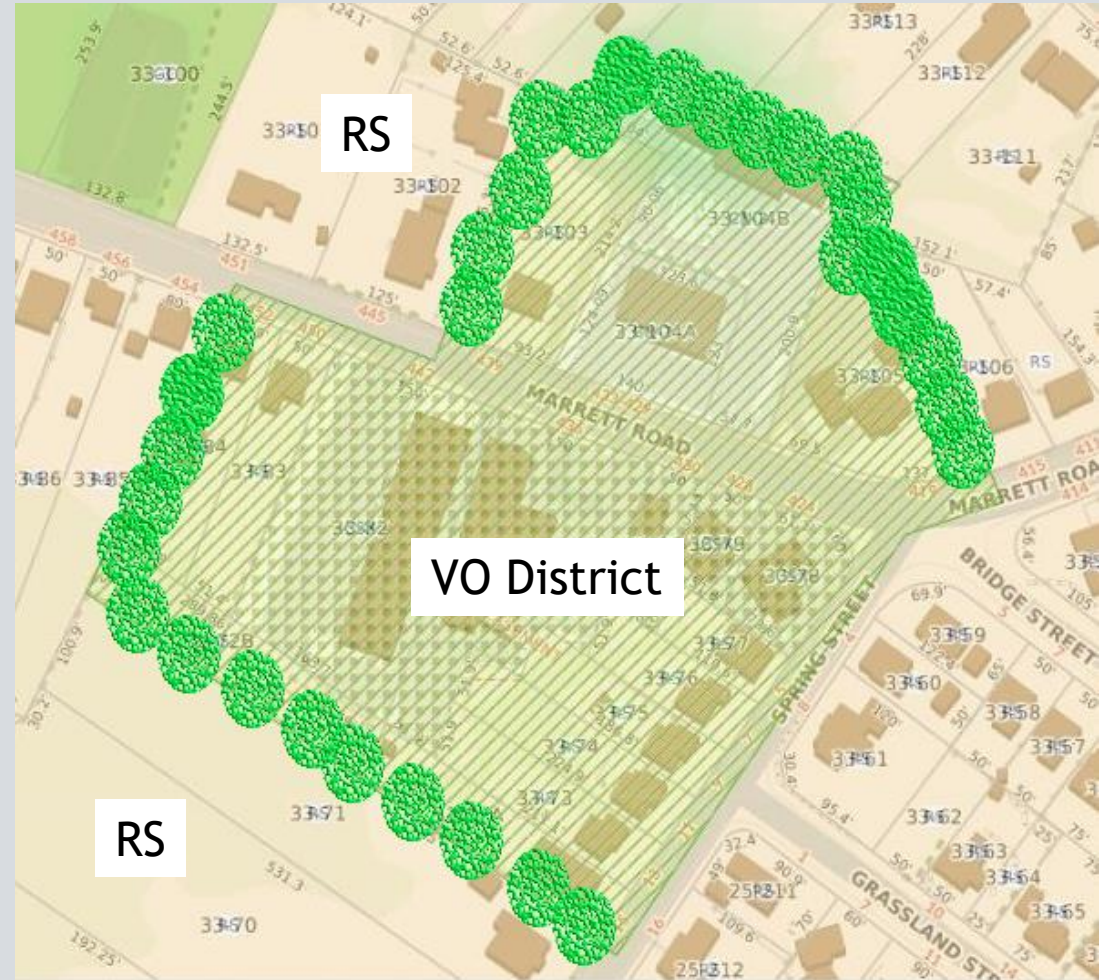
2) Adds requirement for 14 ft. floor to floor height for street floor level mixed-use developments





Transition Area Screening

3) Increases width of landscape screening area from 5 ft. to 20 ft. wide when buildings over 40 ft. in height



Example: VO District at Marrett Rd. & Spring St.