

SELECTMEN'S MEETING
Monday, November 27, 2017
Selectmen's Meeting Room
7:00 PM

AGENDA

PUBLIC COMMENTS

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

SELECTMAN CONCERNS AND LIAISON REPORTS

TOWN MANAGER REPORT

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Liquor License - Change of Manager/Corporate Director - Aloft Lexington (5 min.) 7:05 p.m.
2. FY18 Tax Classification Hearing (20 min.) 7:10 p.m.
3. Accept Terms of the Michelson's Shoes 100th Year Scholarship Fund (5 min.) 7:30 p.m.
4. Approve Worthen Road Pump Station Easement (5 min.) 7:35 p.m.
5. Update-Presentation of Debt Exclusion/Taxpayer Mitigation Plan (15 min.) 7:40 p.m.
6. Review and Approve FY2017 Board of Selectmen Annual Report Submission (5 min.) 7:55 p.m.
7. Sign Eagle Scout Letter - Matthew T. Stevens (5 min.) 8:00 p.m.
8. Town Manager Appointment (5 min.) 8:05 p.m.
9. Selectmen - Committee Appointments/Resignation (5 min.) 8:10 p.m.
10. Pine Grove Village Condo Conversion and CPA Grant Approvals (15 min) 8:15 p.m.
11. Consider draft charge for Ad Hoc Residential Exemption Policy Study Committee (5 min.) 8:30 p.m.

CONSENT AGENDA

1. Approve Use of the Battle Green - Lexington Minute Men
2. Waive ZBA Comprehensive Permit Fee-LexHab's Lowell St. Housing Project
3. Approve One-Day Liquor Licenses
4. Water and Sewer Commitment
5. Approve Minutes and Executive Session Minutes
6. Approve and Sign Letters to Comcast Requesting Single Quarterly Direct Deposit Payment

EXECUTIVE SESSION

1. Exemption 3: Collective Bargaining Update - LMEA (15 min.) 8:45 p.m.

ADJOURN

1. Anticipated Adjournment 9:00 p.m.

Budget Meetings are scheduled for Tuesday, November 28, 2017, at 9:00 a.m., Wednesday, November 29, 2017 at 1:30 p.m. and Thursday, November 30, 2017 at 9:00 a.m. in the Selectmen's Meeting Room, 1625 Massachusetts Avenue.

A Joint Executive Session Meeting with Board of Selectmen and the School Committee is scheduled for Monday, December 4, 2017 at 6:00 p.m. in the Selectmen Meeting Room, Town Office Building, 1625 Massachusetts Avenue.

The next regularly scheduled meeting of the Board of Selectmen is scheduled for Monday, December 4, 2017 at 7:00 p.m. in the Selectmen's Meeting Room, Town Office Building, 1625 Massachusetts Avenue.

Hearing Assistance Devices Available on Request

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



AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Liquor License - Change of Manager/Corporate Director - Aloft Lexington (5 min.)

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

I.1

SUMMARY:

All the necessary paperwork requesting approval for a change of manager and new corporate director on the All-Alcoholic Innholder Liquor License for Lixi Hospitality Lexington FB MGT, Inc., d/b/a Aloft Lexington has been submitted. The proposed manager, Matthew Blanchette and has submitted an Alcohol Awareness Training Certificate and completed the required CORI check.

SUGGESTED MOTION:

Motion to approve the amendment application reflecting a Change of Manager and a New Corporate Director and issue an All-Alcoholic Innholder Liquor License to Lixi Hospitality Lexington FB MGT, Inc., d/b/a Aloft Lexington.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

7:05 p.m.

ATTACHMENTS:

Description	Type
☐ Liquor Licence Amendment application - Aloft	Backup Material



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

AMENDEMENT APPLICATION FOR A CHANGE OF MANAGER

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

1. NAME OF LICENSEE (Business Contact)

Lixi Hospitality Lexington FB MGT, Inc. (d/b/a Aloft Lexington)

ABCC License Number

061200032

0032-HT-0012

City/Town of Licensee

Lexington

2. APPLICATION CONTACT

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

First Name:

Jennifer

Middle: L

Last Name:

Joli

Title:

Attorney

Primary Phone:

Email:

jlloli@sherin.com

3. BUSINESS CONTACT

Please complete this section **ONLY** if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address (Corporate Headquarters)

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Mailing Address

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

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

4. MANAGER CONTACT

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

Salutation Mr.	First Name Matthew	Middle Name David	Last Name Blanchette	Suffix
Social Security Number		Date of Birth		
Primary Phone:	Email: matthew.blanchette@lixigroup.com			
Mobile Phone:	Place of Employment Aloft Lexington			
Alternative Phone:	Fax Number 781-761-1705			

Citizenship / Residency / Background Information of Proposed Manager

<p>Are you a U.S. Citizen? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Have you ever been convicted of a state, federal, or military crime? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, attach an affidavit that lists your convictions with an explanation for each</p> <p>Have you ever been Manager of Record of a license to sell alcoholic beverages? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, please list the licenses for which you are the <u>current</u> or <u>proposed</u> manager:</p>	<p>Do you have direct, indirect, or financial interest in this license? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, percentage of interest</p> <p>If yes, please indicate type of Interest (check all that apply):</p> <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Officer</td> <td><input type="checkbox"/> Sole Proprietor</td> </tr> <tr> <td><input type="checkbox"/> Stockholder</td> <td><input type="checkbox"/> LLC Manager</td> </tr> <tr> <td><input type="checkbox"/> LLC Member</td> <td><input type="checkbox"/> Director</td> </tr> <tr> <td><input type="checkbox"/> Partner</td> <td><input type="checkbox"/> Landlord</td> </tr> <tr> <td><input type="checkbox"/> Contractual</td> <td><input type="checkbox"/> Revenue Sharing</td> </tr> <tr> <td><input type="checkbox"/> Management Agreement</td> <td><input type="checkbox"/> Other</td> </tr> </table>	<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager	<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director	<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord	<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other
<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor												
<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager												
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director												
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord												
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing												
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other												

Please indicate how many hours per week you intend to be on the licensed premises **50**

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
6/2014 - 10/2016	General Manager	Element Hotel	25 Foothill St, Lebanon, NH 03766	603-448-5000
11/2013 - 6/2014	General Manager	The Common Man	304 Daniel Webster Hwy, Merrimack, NH	603-429-3463
1/2013 - 9/2013	General Manager	Aloft Hotel	727 Marrett Rd, #A, Lexington, MA 0242	781-761-1700
2011 - 2013	Complex Assistant GM	Aloft Element	727 Marrett Rd, #B, Lexington, MA 0242	781-761-1750
2006-2011	Assistant GM	Crowne Plaza Hotel	2 Somerset Pkwy, Nashua, NH 03063	603-886-1200

Prior Disciplinary Action of Proposed Manager

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

ADDITIONAL SPACE

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

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

Please see attached resume for further employment details on Proposed Manager.

MATTHEW BLANCHETTE

SUMMARY:

An accomplished hotel manager in both full service and specialty select hotels. A leader for coaching and mentoring staffs of all sizes, as well as implementing new policies for cost controls and improving the overall experience for the guest. Excellent interpersonal and communicative skills in order to achieve exacting results for both team and individual environments. Experience with hotel opening as well as transitioning properties from owned and managed to franchise.

PROFESSIONAL EXPERIENCE:

General Manager

6/2014-10/2016

Element Hotel, Lebanon, NH (Opened December 2014)

- Worked with general contractor to oversee all aspects of the construction process.
- Set up all vendor contracts and worked in conjunction with purchasing partners to be sure property was set up with all OS&E and FF&E items.
- Responsible for staffing property from the ground up, including department heads and line level associates.
- Trained all staff prior to opening with Starwood operational assistance.
- Performed punch lists on all guest rooms, public areas and back of the house areas to be sure all fixtures and finishes were completed.
- Created both preopening and operating budgets for the property.
- Achieved one of the highest GEI scores for a newly opened property and have maintained GEI scores in the top 10 for North American Division.

General Manager

11/2013-6/2014

The Common Man, Merrimack, NH

- Manage restaurant staffing including hiring, disciplinary action and terminations.
- Insure budgets are kept within an acceptable range on a monthly basis.
- Maintain vendor contracts for property upkeep.
- Process payroll and all vendor invoices weekly.
- Maintain cost controls including food and liquor inventories.

General Manager

1/2013-9/2013

aloft Hotel, Lexington, MA

- Manage all aspects of transition from Starwood Hotels owned/managed to franchise.
- Completed staffing level changes and renewed budgets to reflect needs of new ownership.
- Transition all vendor contracts and franchise agreements.
- Work with new owners as a liaison between Starwood Hotels and Paramount Hotel Group to insure a seamless working environment for all associates.
- Manage all accounting items from accounts receivable, to accounts payable to payroll on a daily and weekly basis.
- Work with regional revenue team to be ensure proper pricing strategies are maintained within the market and priced accordingly.
- Aide in the transition of all corporate contracts with the Director of Sales and Marketing
- Process accounts payable and accounts receivable for both properties.

- Process payroll and make appropriate changes for both properties.
- Process a variable budget to keep all costs within the budget for the calendar year.

Complex Assistant General Manager

aloft|Element, Lexington, MA

2011-2013

- Manage all operational departments on a daily basis including, food and beverage, engineering, front office and housekeeping.
- Work with general manager and accounting to develop yearly departmental expenses, capital budgets and P&L review analysis.
- Approve purchase orders and expense reports for department heads through StarSource and StarExpense.
- Approve and modify weekly schedules for all departments.
- Experience with yield management and pricing/revenue building strategies.
- Assist all departments within the hotel when necessary.
- Respond to all guest opportunities through GEI including guest contact, compensation and resolution.
- Initiate claims through StarRisk in the event of guest incidents/accidents, conduct internal investigations with associates and provide necessary documentation.

Assistant General Manager

2006-2011

Crown Plaza Hotel, Nashua, NH

- Manage all operations on a daily basis including, front office, housekeeping and engineering.
- Oversee an excess of one hundred employees.
- Director of Loss Prevention and Security.
- Develop yearly departmental expense/capital budgets and annual budgetary projections as well as P&L review.
- Experience with yield management and pricing strategies.
- Experience with hiring and coaching of staff members.
- Analyze Exception Based Reporting data, identify abnormalities, and conduct investigations.
- Manage liquor inventory and product changes and provide pricing audit assistance for restaurant/banquet operations.
- Assist all hotel departments where necessary.

Outlets Director

2005-2006

Radisson Hotel, Manchester, NH

- Managed multiple outlets with an excess of forty employees.
- Monitored inventory control and budgetary issues.
- Created customized beverage menus.
- Responsible for all personnel issues; including hiring and coaching/mentoring.
- Worked with Director of Food and Beverage to develop yearly departmental budgets.

ACHIEVEMENTS:

- Achieved Platinum Pin status with Crowne Plaza for customer service excellence.
- Certified TIPS Trainer for six years and have trained over 100 employees .
- Attended Leading Starwood and Rooms University.

EDUCATION:

- Nashua High School South, Nashua, NH

1999

APPLICANT'S STATEMENT

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

of Lixi Hospitality Lexington FB MGT, Inc., hereby submit this application for Change of Manager
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

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

Signature:



Date:

5/12/17

Title:

Director



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

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
TRANSFER/ISSUANCE OF STOCK**

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

1. NAME OF LICENSEE (Business Contact)

Lixi Hospitality Lexington FB MGT, Inc. (d/b/a Aloft Lexington)

ABCC License Number

(061200032) 0032-HT-0612

City/Town of Licensee

Lexington

2. APPLICATION CONTACT

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

First Name: Jennifer

Middle: L

Last Name: Ioli

Title: Attorney

Primary Phone:

Email: jlioli@sherin.com

3. BUSINESS CONTACT

Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address (Corporate Headquarters)

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Mailing Address

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

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
TRANSFER/ISSUANCE OF STOCK**

4. CURRENT OWNERSHIP (Before Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. This pertains to the current licensee (before change in beneficial interest occurs).

Name	Title / Position	% Owned	Other Beneficial Interest
Lixi Hospitality Lexington, Inc.	Shareholder	100%	None
Anwar Issa	Director/President	0%	None

PROPOSED OWNERSHIP (After Change in Beneficial Interest)

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

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

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

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

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

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

Name	Title / Position	% Owned	Other Beneficial Interest
Lixi Hospitality Lexington, Inc.	Shareholder	100%	None
Christopher C. Bono	Director/President	0%	None

ADDITIONAL SPACE

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

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

APPLICANT'S STATEMENT

I, Christopher C. Bono the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Lixi Hospitality Lexington FB MGT, Inc., hereby submit this application for New Officer/Director and Change of Manager
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

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Signature: 

Date: 5/12/17

Title: Director

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

FY18 Tax Classification Hearing (20 min.)

PRESENTER:

Greg Johnson, Chairman, Ed Grant,
Cas Groblewski, Board of Assessors;
Carolyn Kosnoff, Ass't Tn. Mgr

ITEM NUMBER:

I.2

SUMMARY:

No vote is requested for this agenda item.

On November 13, 2017, the Board of Assessors presented information to the Board of Selectmen on factors that will affect the determination of the Fiscal Year 2018 tax rate. This was the first of three meetings on setting the rate.

This agenda item is for the purpose of holding a tax classification hearing, to take public comments in the Board's consideration of the tax rate options available under property tax classification. The attached Fiscal Year 2018 Tax Classification Packet includes a presentation of these options.

It is proposed that the Board set the FY2018 tax rate at a Board meeting on December 6th. The setting of the Tax Rate must take place after the December 4 Debt Exclusion vote so that the proper amount of excluded debt service can be included in the tax rate. At that time, the Board will take four votes, which are described in the memorandum from the Board of Assessors to the Board of Selectmen included in the attached Fiscal Year 2018 Tax Classification Packet. The votes are to:

- Establish a residential factor (see Exhibit A);
- Determine whether to adopt the Open Space Discount;
- Determine whether to adopt the Residential Exemption and, if so, the percentage (up to 35 percent);
- Determine whether to adopt the Small Commercial Exemption

SUGGESTED MOTION:

NA

FOLLOW-UP:

The Board will vote the the Minimum Residential Factor, Open Space Discount, Residential Exemption and

Small Commercial Exemption, tentatively scheduled for December 6

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

7:10 p.m.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Legal Notice - Tax Classification Hearing	Backup Material
<input type="checkbox"/> Tax Classification Packet	Backup Material

CLASSIFICATION TAX RATE

LEGAL NOTICE
Town of Lexington
BOARD OF SELECTMEN

The Board of Selectmen and the Board of Assessors will hold a Public Hearing on Monday, November 27, 2017, in the Selectmen's Meeting Room at 7:00 p.m. to review the property tax classification options available under Massachusetts General Laws, Chapter 40, Section 56, and then to select a residential factor at a subsequent meeting, at which time the Board of Selectmen will set a tax rate for residential, commercial, and industrial properties for FY2018. The FY2017 residential tax rate is \$14.49/\$1,000 of assessed value and the current commercial/industrial/personal property tax rate is \$28.13/\$1,000 of assessed value.

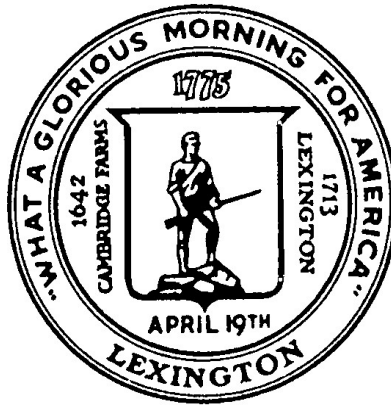
Interested residents and property owners are encouraged to attend.

Suzanne E. Barry, Chairman
Board of Selectmen

Please insert in the Lexington Minuteman on November 16, 2017. Send tear sheet and bill to the Selectmen's Office, 1625 Massachusetts Avenue.

Town of Lexington Fiscal Year 2018

Tax Classification Packet



Prepared for: Lexington Board of Selectmen
Prepared by: Lexington Assessors Office

Chairman, Gregory A. Johnson
Member, Edmund C. Grant
Member, Casimir R. Groblewski

Robert F. Lent, Director of Assessing

Tax Classification Public Hearing
November 27, 2017

MEMO

To: Lexington Board of Selectmen
From: Lexington Board of Assessors
Subject: **(Preliminary)** FY 2018 Tax Classification Hearing

Date: November 13, 2017

This memo is intended to provide the Board of Selectmen with the necessary information to conduct a Public Hearing and Informational Session on the tax classification options available under Massachusetts General Laws. The classification amendment requires the Board of Selectmen to consider four (4) selections with respect to the setting the **FY2018** tax rate. The decision of the Board for each alternative must be submitted to the DOR on MA State Local Assessment form LA-5. The four (4) selections are:

1. Selection of a residential factor
2. Selection of a discount for Open Space
3. Residential exemption
4. Small commercial property exemption

1. Selection of a residential factor.

(Class 1: Residential; Class 2: Open Space; Class 3: Commercial; Class 4: Industrial, etc.)

The Board of Selectmen may choose to adopt a **residential factor**, which will increase the tax rate applied to the commercial, industrial, and personal property (C-I-P) classes, up to a maximum factor (multiplier) of 1.750. Adopting such a factor will shift a larger portion of the overall Lexington tax levy to the commercial, industrial, personal property classes (CIP), thereby reducing the portion of the tax levy borne by the owners of residential property.

Attached Exhibit A & Exhibit B demonstrate the effect that several possible "factor" choices will have by identifying the tax levy percentage borne by each class of properties, and the resulting tax rates. Approximately 100 of the 351 communities in Massachusetts adopt this component of classification.

2. Selection of a discount for Open Space.

Massachusetts General Law Chapter 59 Sec. 2A defines Class 2 Open Space as:

"..land which is not otherwise classified and which is not taxable under provisions of chapters 61, 61A or 61B, or taxable under a permanent conservation restriction, and which land is not held for the production of income but is maintained in an open or natural condition and which contributes significantly to the benefit and enjoyment of the public."

The Board of Selectmen may choose to adopt an exemption, **discounting the assessed value of Open Space** to a maximum of 25% for any property that is classified as Open Space. The Board of Assessors has not identified any property in Lexington that meets the definition of Open Space according to the statute. To our knowledge, Bedford is the only community in the Commonwealth of Massachusetts to adopt this exemption.

To: Lexington Board of Selectmen
From: Lexington Board of Assessors
Subject: **(Preliminary)** FY 2018 Tax Classification Hearing

November 13, 2017

3. Residential exemption.

The Board of Selectmen may choose to adopt a maximum **residential exemption** of up to 35% (in prior years, this maximum was 20%). If adopted, the tax relief would apply only to owner-occupied properties.

The residential properties that are assessed below the “break-even valuation” point will realize a reduction in taxes while the residential properties assessed above the “break-even valuation” point must pay additional taxes to compensate. Non owner-occupied properties (including apartment buildings and vacant land) would have a substantial increase in taxes. Please refer to Exhibit H in this classification packet for details of the impact of the residential exemption if it were adopted.

During FY 2017, some **fifteen (15)** communities in Commonwealth of MA, typically those with a substantial base of rental units, decided to offer the residential exemption including Barnstable, Boston, Brookline, Cambridge, Chelsea, Everett, Malden, Nantucket, Provincetown, Somerset, Somerville, Tisbury, **Truro**, Waltham, and Watertown.

In FY2018, Lexington's Single Family Dwellings (over 9,000 parcels) have an average assessed value of approximately **\$991,000** (see Exhibit C); however, the average assessed value among all residential parcels - a critical component in calculating the distributional impact of the residential exemption - is approximately **\$919,000** (see Exhibit H). All residential parcels includes: single family dwelling, two & three family dwellings, vacant land, multi-dwelling parcels, condominiums, and apartment buildings.

4. Small commercial exemption

The Board of Selectmen may choose to adopt a **small commercial exemption** of up to 10% of the property valuation to be granted to commercial (*not industrial*) property that meets the requirements of the law.

To qualify, eligible businesses must have occupied the property as of January 1st, and must have had no more than ten (10) employees during the previous calendar year, and the property must have an assessed valuation of less than \$1,000,000. While the applicant does not have to be the owner of the property to be eligible, all occupants of the commercial portion of the property must qualify. Again, the compensation for this exemption tax relief is borne within the other properties in the CIP class.

During FY 2017, some **twelve (12)** communities in the Commonwealth of MA decided to offer the small commercial exemption including Auburn, Avon, Bellingham, **Berlin**, Braintree, Dartmouth, **Erving**, New Ashford, Seekonk, Somerset, Westford, and Wrentham.

EXHIBIT A: ALTERNATIVE TAX RATE SCENARIOS FOR FY2018

FY2017- FY2018 Change in Levy Limit and Values							Factors Affecting Determination of FY2018 Levy Limit			
		FY2017	FY2018	% CHANGE			FY2017 Maximum Allowable Levy Limit		\$ 170,290,521	N/A
Maximum Allowable Levy Limit		\$ 170,290,521	\$ 178,383,988	4.75%			Amended New Growth		\$ -	0.00%
Tax Levy (FY17 as actual, and FY18 as Levy Limit (TBD))		\$ 170,196,002	\$ 178,383,988	4.81%			Proposition 2 1/2 increment		\$ 4,049,008	2.38%
Residential Valuation		\$ 9,361,100,630	\$ 9,951,653,700	6.31%			New Growth Increment		\$ 3,357,303	1.97%
Comm + Indl + PP Valuation		\$ 1,228,604,980	\$ 1,275,159,860	3.79%			Override		\$ -	0.00%
Total Valuation		\$ 10,589,705,610	\$ 11,226,813,560	6.02%			Debt Exclusion Increment		\$687,156	0.40%
Residential Tax Rate		\$ 14.49	T.B.D.	T.B.D.			FY2018 Maximum Allowable Levy Limit		\$ 178,383,988	4.75%
Comm / Indl / PP Tax Rate		\$ 28.13	T.B.D.	T.B.D.						
FACTOR		% SHARE OF LEVY		TAX LEVY		TAX RATE		% LEVY CHANGE: FY2017 TO FY2018		
C-I-P	RESID	C-I-P	RES	C-I-P	RESID	C-I-P	RESID	C-I-P	RESID	COMMENTS
1.000	1.000	11.36%	88.64%	\$ 20,261,145	\$ 158,122,843	\$15.89	\$15.89	-41.36%	16.57%	SINGLE TAX RATE
1.050	0.994	11.93%	88.07%	\$ 21,274,203	\$ 157,109,786	\$16.68	\$15.79	-38.43%	15.83%	
1.100	0.987	12.49%	87.51%	\$ 22,287,260	\$ 156,096,728	\$17.48	\$15.69	-35.50%	15.08%	
1.150	0.981	13.06%	86.94%	\$ 23,300,317	\$ 155,083,671	\$18.27	\$15.58	-32.57%	14.33%	
1.200	0.974	13.63%	86.37%	\$ 24,313,374	\$ 154,070,614	\$19.07	\$15.48	-29.64%	13.59%	
1.250	0.968	14.20%	85.80%	\$ 25,326,432	\$ 153,057,557	\$19.86	\$15.38	-26.70%	12.84%	
1.300	0.962	14.77%	85.23%	\$ 26,339,489	\$ 152,044,499	\$20.66	\$15.28	-23.77%	12.09%	
1.350	0.955	15.33%	84.67%	\$ 27,352,546	\$ 151,031,442	\$21.45	\$15.18	-20.84%	11.35%	
1.400	0.949	15.90%	84.10%	\$ 28,365,604	\$ 150,018,385	\$22.24	\$15.07	-17.91%	10.60%	
1.450	0.942	16.47%	83.53%	\$ 29,378,661	\$ 149,005,327	\$23.04	\$14.97	-14.98%	9.85%	
1.500	0.936	17.04%	82.96%	\$ 30,391,718	\$ 147,992,270	\$23.83	\$14.87	-12.04%	9.10%	
1.550	0.930	17.61%	82.39%	\$ 31,404,775	\$ 146,979,213	\$24.63	\$14.77	-9.11%	8.36%	
1.560	0.928	17.72%	82.28%	\$ 31,607,387	\$ 146,776,601	\$24.79	\$14.75	-8.53%	8.21%	
1.570	0.927	17.83%	82.17%	\$ 31,809,998	\$ 146,573,990	\$24.95	\$14.73	-7.94%	8.06%	
1.580	0.926	17.95%	82.05%	\$ 32,012,610	\$ 146,371,379	\$25.10	\$14.71	-7.35%	7.91%	
1.590	0.924	18.06%	81.94%	\$ 32,215,221	\$ 146,168,767	\$25.26	\$14.69	-6.77%	7.76%	
1.600	0.923	18.17%	81.83%	\$ 32,417,833	\$ 145,966,156	\$25.42	\$14.67	-6.18%	7.61%	
1.610	0.922	18.29%	81.71%	\$ 32,620,444	\$ 145,763,544	\$25.58	\$14.65	-5.59%	7.46%	
1.620	0.921	18.40%	81.60%	\$ 32,823,055	\$ 145,560,933	\$25.74	\$14.63	-5.01%	7.31%	
1.630	0.919	18.51%	81.49%	\$ 33,025,667	\$ 145,358,321	\$25.90	\$14.61	-4.42%	7.16%	
1.640	0.918	18.63%	81.37%	\$ 33,228,278	\$ 145,155,710	\$26.06	\$14.59	-3.84%	7.01%	
1.650	0.917	18.74%	81.26%	\$ 33,430,890	\$ 144,953,098	\$26.22	\$14.57	-3.25%	6.86%	
1.660	0.915	18.85%	81.15%	\$ 33,633,501	\$ 144,750,487	\$26.38	\$14.55	-2.66%	6.71%	
1.670	0.914	18.97%	81.03%	\$ 33,836,113	\$ 144,547,876	\$26.53	\$14.53	-2.08%	6.57%	
1.680	0.913	19.08%	80.92%	\$ 34,038,724	\$ 144,345,264	\$26.69	\$14.50	-1.49%	6.42%	
1.690	0.912	19.20%	80.80%	\$ 34,241,336	\$ 144,142,653	\$26.85	\$14.48	-0.90%	6.27%	
1.700	0.910	19.31%	80.69%	\$ 34,443,947	\$ 143,940,041	\$27.01	\$14.46	-0.32%	6.12%	
1.710	0.909	19.42%	80.58%	\$ 34,646,559	\$ 143,737,430	\$27.17	\$14.44	0.27%	5.97%	
1.720	0.908	19.54%	80.46%	\$ 34,849,170	\$ 143,534,818	\$27.33	\$14.42	0.86%	5.82%	
1.730	0.906	19.65%	80.35%	\$ 35,051,781	\$ 143,332,207	\$27.49	\$14.40	1.44%	5.67%	
1.740	0.905	19.76%	80.24%	\$ 35,254,393	\$ 143,129,595	\$27.65	\$14.38	2.03%	5.52%	
1.750	0.904	19.88%	80.12%	\$ 35,457,004	\$ 142,926,984	\$27.81	\$14.36	2.61%	5.37%	MAX SHIFT

EXHIBIT B: HISTORICAL LEVY SUMMARY (1982 to Present)

FY	MAXIMUM LEVY	RESID VALUE	C/I/P VALUE	TOTAL VALUE	RESIDENTIAL		C/I/P		C/I/P FACTOR
					% VALUE	%LEVY	% VALUE	%LEVY	
1982	\$25,840,699	\$981,805,500	\$260,146,400	\$1,241,951,900	79.05%	72.07%	20.95%	27.93%	1.43
1983	\$27,069,102	\$990,919,800	\$276,376,600	\$1,267,296,400	78.19%	71.06%	21.81%	28.94%	1.33
1984	\$28,022,798	\$997,961,400	\$296,494,700	\$1,294,456,100	77.10%	69.73%	22.90%	30.27%	1.32
1985	\$29,632,914	\$1,007,078,700	\$301,942,600	\$1,309,021,300	76.93%	68.88%	23.07%	31.12%	1.32
1986	\$31,019,098	\$1,020,964,400	\$317,326,500	\$1,338,290,900	76.29%	68.76%	23.71%	31.24%	1.32
1987	\$33,153,338	\$2,235,803,100	\$666,024,100	\$2,901,827,200	77.05%	67.03%	22.95%	32.97%	1.44
1988	\$34,836,855	\$2,255,006,000	\$674,748,700	\$2,929,754,700	76.97%	66.81%	23.03%	33.19%	1.44
1989	\$37,264,901	\$2,301,575,500	\$673,074,254	\$2,974,649,754	77.37%	67.26%	22.63%	32.75%	1.45
1990	\$40,392,000	\$2,928,897,300	\$843,484,600	\$3,772,381,900	77.64%	66.71%	22.36%	33.29%	1.49
1991	\$42,322,992	\$2,620,862,100	\$586,620,600	\$3,207,482,700	81.71%	69.14%	18.29%	30.86%	1.69
1992	\$43,474,747	\$2,519,321,000	\$532,077,800	\$3,051,398,800	82.56%	70.86%	17.44%	29.14%	1.67
1993	\$47,365,952	\$2,574,645,700	\$460,616,200	\$3,035,261,900	84.82%	74.14%	15.18%	25.86%	1.70
1994	\$48,686,562	\$2,633,197,000	\$420,527,200	\$3,053,724,200	86.23%	76.59%	13.77%	23.41%	1.70
1995	\$50,261,924	\$2,801,492,000	\$415,545,200	\$3,217,037,200	87.08%	78.04%	12.92%	21.96%	1.70
1996	\$53,185,783	\$2,975,007,040	\$433,858,760	\$3,408,865,800	87.27%	78.36%	12.73%	21.64%	1.70
1997	\$54,713,901	\$3,099,278,410	\$445,558,740	\$3,544,837,150	87.43%	78.63%	12.57%	21.37%	1.70
1998	\$56,940,636	\$3,300,687,100	\$494,410,360	\$3,795,097,460	86.97%	77.85%	13.03%	22.15%	1.70
1999	\$58,891,464	\$3,523,737,000	\$565,977,160	\$4,089,714,160	86.16%	76.47%	13.84%	23.53%	1.70
2000	\$61,263,839	\$3,761,567,000	\$744,710,290	\$4,506,277,290	83.47%	75.21%	16.53%	24.79%	1.50
2001	\$68,753,066	\$4,200,706,000	\$814,607,290	\$5,015,313,290	83.76%	74.01%	16.24%	25.99%	1.60
2002	\$72,024,765	\$4,706,431,500	\$911,710,050	\$5,618,141,550	83.77%	73.71%	16.23%	26.29%	1.62
2003	\$75,793,067	\$5,186,133,750	\$897,438,810	\$6,083,572,560	85.25%	74.92%	14.75%	25.08%	1.70
2004	\$82,109,040	\$6,018,408,000	\$892,768,060	\$6,911,176,060	87.08%	76.75%	12.92%	23.25%	1.80
2005	\$91,165,834	\$6,275,351,000	\$870,816,360	\$7,146,167,360	87.81%	78.07%	12.19%	21.93%	1.80
2006	\$94,751,711	\$6,823,275,250	\$862,993,280	\$7,686,268,530	88.77%	80.01%	11.23%	19.99%	1.78
2007	\$101,074,790	\$7,135,277,500	\$923,957,080	\$8,059,234,580	88.54%	80.05%	11.46%	19.95%	1.74
2008	\$110,222,125	\$6,945,049,000	\$984,115,350	\$7,929,164,350	87.59%	78.90%	12.42%	21.10%	1.70
2009	\$116,411,032	\$6,991,353,500	\$1,042,254,630	\$8,033,608,130	87.03%	77.95%	12.97%	22.05%	1.70
2010	\$121,765,514	\$6,896,447,750	\$995,142,860	\$7,891,590,610	87.39%	78.56%	12.61%	21.44%	1.70
2011	\$127,955,723	\$6,953,985,750	\$1,019,733,440	\$7,973,719,190	87.21%	77.59%	12.79%	22.41%	1.70
2012	\$134,337,548	\$6,974,904,000	\$1,051,783,320	\$8,026,687,320	86.90%	77.72%	13.10%	22.28%	1.70
2013	\$141,639,397	\$7,196,488,310	\$1,111,468,450	\$8,307,956,760	86.62%	77.26%	13.38%	22.74%	1.70
2014	\$148,771,313	\$7,411,620,000	\$1,143,975,350	\$8,555,595,350	86.63%	77.27%	13.37%	22.73%	1.70
2015	\$155,710,065	\$8,197,256,180	\$1,162,358,910	\$9,359,615,090	87.58%	78.27%	12.42%	21.73%	1.75
2016	\$163,093,744	\$8,862,601,990	\$1,185,945,695	\$10,048,547,685	88.20%	79.35%	11.80%	20.65%	1.75
2017	\$170,290,521	\$9,361,100,630	\$1,228,355,980	\$10,589,456,610	88.40%	79.35%	11.60%	20.65%	1.75
2018	\$178,383,988	\$9,951,653,700	\$1,275,159,860	\$11,226,813,560	88.64%	TBD	11.36%	TBD	TBD

Note: C/I/P value is net the portion of assessed value that is not taxable due to TIF agreements.

EXHIBIT C: HISTORY OF AVERAGE SINGLE FAMILY ASSESSED VALUE AND PROPERTY TAX - FY1992 TO PRESENT

Fiscal Year (*)	SINGLE FAMILY DWELLING VALUATION	SINGLE FAMILY DWELLINGS (SFD)	SFD VALUE (AVERAGE)	INCREASE OF ASSESSED VALUE	TAX RATE	AVERAGE ANNUAL TAX BILL	PERCENT INCREASE TAXES	C - I - P FACTOR	LEXINGTON TOWNWIDE VALUATION TOTAL (Taxable RE & PP)
1992	\$2,268,576,000	8,682	\$261,296	N/A	\$12.23	\$3,195.66	N/A	1.67	\$3,051,398,800
1993	\$2,324,384,000	8,715	\$266,711	2.07%	\$13.64	\$3,637.93	13.84%	1.70	\$3,035,261,900
1994	\$2,386,608,000	8,734	\$273,255	2.45%	\$14.16	\$3,869.29	6.36%	1.70	\$3,053,724,200
1995	\$2,535,745,000	8,752	\$289,733	6.03%	\$14.00	\$4,056.26	4.83%	1.70	\$3,217,037,200
1996	\$2,681,040,000	8,758	\$306,125	5.66%	\$14.01	\$4,288.81	5.73%	1.70	\$3,408,865,800
1997	\$2,791,978,000	8,775	\$318,174	3.94%	\$13.88	\$4,416.26	2.97%	1.70	\$3,544,837,150
1998	\$2,975,012,000	8,798	\$338,146	6.28%	\$13.43	\$4,541.31	2.83%	1.70	\$3,795,097,460
1999	\$3,171,199,000	8,810	\$359,954	6.45%	\$12.79	\$4,603.82	1.38%	1.70	\$4,089,714,160
2000	\$3,376,143,000	8,821	\$382,739	6.33%	\$12.25	\$4,688.56	1.84%	1.50	\$4,506,277,290
2001	\$3,777,857,000	8,840	\$427,359	11.66%	\$12.11	\$5,175.32	10.38%	1.60	\$5,015,313,290
2002	\$4,225,339,000	8,845	\$477,709	11.78%	\$11.28	\$5,388.56	4.12%	1.62	\$5,618,141,550
2003	\$4,693,071,000	8,898	\$527,430	10.41%	\$10.95	\$5,775.36	7.18%	1.70	\$6,083,572,560
2004	\$5,456,206,000	8,887	\$613,954	16.40%	\$10.47	\$6,428.09	11.30%	1.80	\$6,911,176,060
2005	\$5,687,532,000	8,899	\$639,120	4.10%	\$11.34	\$7,247.62	12.75%	1.80	\$7,146,167,360
2006	\$6,206,172,000	8,910	\$696,540	8.98%	\$11.11	\$7,738.56	6.77%	1.78	\$7,686,268,530
2007	\$6,499,630,000	8,917	\$728,903	4.65%	\$11.34	\$8,265.76	6.81%	1.74	\$8,059,234,580
2008	\$6,262,572,000	8,922	\$701,925	-3.70%	\$12.52	\$8,788.10	6.32%	1.70	\$7,929,164,350
2009	\$6,274,760,000	8,934	\$702,346	0.06%	\$12.97	\$9,109.43	3.66%	1.70	\$8,033,608,130
2010	\$6,184,505,000	8,944	\$691,470	-1.55%	\$13.86	\$9,583.77	5.21%	1.70	\$7,891,590,610
2011	\$6,234,563,000	8,949	\$696,677	0.75%	\$14.40	\$10,032.15	4.68%	1.70	\$7,973,719,190
2012	\$6,251,243,000	8,963	\$697,450	0.11%	\$14.97	\$10,440.82	4.07%	1.70	\$8,026,687,330
2013	\$6,441,950,000	8,978	\$717,526	2.88%	\$15.20	\$10,906.40	4.46%	1.70	\$8,307,656,760
2014	\$6,658,875,000	8,996	\$740,204	3.16%	\$15.51	\$11,480.56	5.26%	1.70	\$8,555,595,350
2015	\$7,385,759,000	9,003	\$820,366	10.83%	\$14.86	\$12,190.65	6.19%	1.75	\$9,359,615,090
2016	\$8,008,381,000	9,025	\$887,355	8.17%	\$14.60	\$12,955.39	6.27%	1.75	\$10,048,547,685
2017	\$8,415,787,000	9,029	\$932,084	5.04%	\$14.49	\$13,505.90	4.25%	1.75	\$10,589,456,610
2018	\$8,937,565,000	9,021	\$990,751	6.29%	TBD	TBD	TBD	TBD	\$11,226,813,560
* All values above are inclusive of new growth.				5 yr total:	33.49%	(most recent 5 years)			
				5 yr average:	6.70%				

EXHIBIT D: PRELIMINARY VALUES BY CLASS: FY2017 TO FY2018 ¹

	Residential (R)	Commercial (C) ⁴	Industrial (I) ²	Commercial + Industrial Combined	[Comm. Use] Personal Property (P) ³	C + I + P Subtotal	R + C + I + P Total Assessed
FY 17 Assessed Value	\$9,361,100,630	\$680,984,170	\$385,477,000	\$1,066,461,170	\$195,675,130	\$1,262,136,300	\$10,623,236,930
FY 18 Assessed Value	\$9,951,653,700	\$685,401,000	\$407,909,000	\$1,093,310,000	\$195,896,760	\$1,289,206,760	\$11,240,860,460
\$ increase	\$590,553,070	\$4,416,830	\$22,432,000	\$26,848,830	\$221,630	\$27,070,460	\$617,623,530
% increase	6.31%	0.65%	5.82%	2.52%	0.11%	2.14%	5.81%
		(See footnote # 4.)					
FY 18 New Growth	\$131,714,000	\$6,343,000	\$20,099,000	\$26,442,000	\$25,060,580	\$51,502,580	\$183,216,580
FY 18 Assessed Value less New Growth	\$9,819,939,700	\$679,058,000	\$387,810,000	\$1,066,868,000	\$170,836,180	\$1,237,704,180	\$11,057,643,880
Incr./Decr. vs. FY 17 (\$)	\$458,839,070	(\$1,926,170)	\$2,333,000	\$406,830	(\$24,838,950)	(\$24,432,120)	\$434,406,950
Incr./Decr. vs. FY 17 (%)	4.90%	-0.28%	0.61%	0.04%	-12.69%	-1.94%	4.09%
FY 17 share of total value	88.12%	6.41%	3.63%	10.04%	1.84%	11.88%	100.00%
FY 18 share of total value w/o growth	88.81%	6.14%	3.51%	9.65%	1.54%	11.19%	100.00%
Change	0.69%	-0.27%	-0.12%	-0.39%	-0.30%	-0.69%	

¹ Assessed values noted are not final. The values are still subject to the full review and approval by the MA Department of Revenue.

² Industrial value is "gross" assessed value and includes that portion of calculated value that is not taxed in Lexington due to TIF agreements.

³ The year on year change in the value of Personal Property is attributable to the (standard scale) rapid depreciation schedule for this class of property.

⁴ The Commercial property **category** "lost" a) 125 Hartwell Ave (taxable in FY 2017 at \$5,538,000) and b) 171 Bedford St (taxable in FY 2017 at \$2,197,000)

EXHIBIT D-1: TOWN OF LEXINGTON - Tax Rate Shift Options & Property Comparisons

(In this chart, New Levy Growth has been removed from the new FY 2018 assessed values to illuminate the effects of "market-only" change in each category.)

RESIDENTIAL		RESIDENTIAL										
SINGLE FAMILY DWELLING (# props = 9,021)	<i>Single Resid</i>	Net of New Growth >>>										
(Does not include condos, apts, 2-3 family, etc)	FY 2017	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018
FY 17 Assmt. for Avg. SFD Prop.	\$932,084	\$978,067	\$978,067	\$978,067	\$978,067	\$978,067	\$978,067	\$978,067	\$978,067	\$978,067	\$978,067	\$978,067
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$14.49	\$14.57	\$14.55	\$14.53	\$14.50	\$14.48	\$14.46	\$14.44	\$14.42	\$14.40	\$14.38	\$14.36
Avg. Tax Bill (based on Avg. Ass'd Value)	\$13,506	\$14,246	\$14,226	\$14,206	\$14,187	\$14,167	\$14,147	\$14,127	\$14,107	\$14,087	\$14,067	\$14,047
\$ Tax differential between FY17-FY18	Not applicable	\$740	\$720	\$700	\$681	\$661	\$641	\$621	\$601	\$581	\$561	\$541
% Tax differential between FY17-FY18	Not applicable	5.48%	5.33%	5.19%	5.04%	4.89%	4.74%	4.60%	4.45%	4.30%	4.15%	4.01%
value FY 17 (w/growth) vs. FY 18 (without growth)	4.93%											
COMMERCIAL		COMMERCIAL										
LARGE OFFICE BLDG (# props = 21)	<i>Large Office</i>	Net of New Growth >>>										
(Office (non-Lab, non-Med); and > 30,000 sqft GBA)	FY 2017	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018
FY 17 Assmt. @ ~ \$148/sf for Avg. Prop.	\$13,761,048	\$13,617,524	\$13,617,524	\$13,617,524	\$13,617,524	\$13,617,524	\$13,617,524	\$13,617,524	\$13,617,524	\$13,617,524	\$13,617,524	\$13,617,524
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$28.13	\$26.22	\$26.38	\$26.53	\$26.69	\$26.85	\$27.01	\$27.17	\$27.33	\$27.49	\$27.65	\$27.81
Avg. Tax Bill (based on Avg. Ass'd Value)	\$387,098	\$357,011	\$359,175	\$361,338	\$363,502	\$365,666	\$367,829	\$369,993	\$372,157	\$374,320	\$376,484	\$378,648
\$ Tax differential between FY17-FY18	Not applicable	-\$30,087	-\$27,924	-\$25,760	-\$23,596	-\$21,433	-\$19,269	-\$17,105	-\$14,941	-\$12,778	-\$10,614	-\$8,450
% Tax differential between FY17-FY18	Not applicable	-7.77%	-7.21%	-6.65%	-6.10%	-5.54%	-4.98%	-4.42%	-3.86%	-3.30%	-2.74%	-2.18%
value FY 17 (w/growth) vs. FY 18 (without growth)	-1.04%											
SMALL & MEDIUM OFFICE BLDG (# props = 21)	<i>Medium Office</i>	Net of New Growth >>>										
(Office (non-Lab/Med) 2,500+; <30,000 sqft GBA)	FY 2017	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018
FY 17 Assmt. @ ~ \$185/sf for Avg. Prop.	\$1,364,762	\$1,379,238	\$1,379,238	\$1,379,238	\$1,379,238	\$1,379,238	\$1,379,238	\$1,379,238	\$1,379,238	\$1,379,238	\$1,379,238	\$1,379,238
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$28.13	\$26.22	\$26.38	\$26.53	\$26.69	\$26.85	\$27.01	\$27.17	\$27.33	\$27.49	\$27.65	\$27.81
Avg. Tax Bill (based on Avg. Ass'd Value)	\$38,391	\$36,160	\$36,379	\$36,598	\$36,817	\$37,036	\$37,255	\$37,474	\$37,694	\$37,913	\$38,132	\$38,351
\$ Tax differential between FY17-FY18	Not applicable	-\$2,231	-\$2,012	-\$1,793	-\$1,574	-\$1,355	-\$1,136	-\$916	-\$697	-\$478	-\$259	-\$40
% Tax differential between FY17-FY18	Not applicable	-5.81%	-5.24%	-4.67%	-4.10%	-3.53%	-2.96%	-2.39%	-1.82%	-1.25%	-0.67%	-0.10%
value FY 17 (w/growth) vs. FY 18 (without growth)	1.06%											
TOWN-WIDE RETAIL (# props = 114)	<i>All Town Retail</i>	Net of New Growth >>>										
(Retail, Restaurants, & Banks, but not Retail Condos)	FY 2017	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018
FY 17 Assmt. @ ~ \$214/sf for Avg. Prop.	\$1,356,316	\$1,400,605	\$1,400,605	\$1,400,605	\$1,400,605	\$1,400,605	\$1,400,605	\$1,400,605	\$1,400,605	\$1,400,605	\$1,400,605	\$1,400,605
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$28.13	\$26.22	\$26.38	\$26.53	\$26.69	\$26.85	\$27.01	\$27.17	\$27.33	\$27.49	\$27.65	\$27.81
Avg. Tax Bill (based on Avg. Ass'd Value)	\$38,153	\$36,720	\$36,942	\$37,165	\$37,387	\$37,610	\$37,832	\$38,055	\$38,277	\$38,500	\$38,723	\$38,945
\$ Tax differential between FY17-FY18	Not applicable	-\$1,433	-\$1,211	-\$988	-\$766	-\$543	-\$321	-\$98	\$124	\$347	\$569	\$792
% Tax differential between FY17-FY18	Not applicable	-3.76%	-3.17%	-2.59%	-2.01%	-1.42%	-0.84%	-0.26%	0.33%	0.91%	1.49%	2.08%
value FY 17 (w/growth) vs. FY 18 (without growth)	3.27%											
OFFICE CONDOS (# props = 207)	<i>Office Condo</i>	Net of New Growth >>>										
(Retail Shop Condominiums are not included)	FY 2017	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018
FY 17 Assmt. @ ~ \$217/sf for Avg. Prop.	\$175,015	\$173,652	\$173,652	\$173,652	\$173,652	\$173,652	\$173,652	\$173,652	\$173,652	\$173,652	\$173,652	\$173,652
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$28.13	\$26.22	\$26.38	\$26.53	\$26.69	\$26.85	\$27.01	\$27.17	\$27.33	\$27.49	\$27.65	\$27.81
Avg. Tax Bill (based on Avg. Ass'd Value)	\$4,923	\$4,553	\$4,580	\$4,608	\$4,635	\$4,663	\$4,691	\$4,718	\$4,746	\$4,773	\$4,801	\$4,829
\$ Tax differential between FY17-FY18	Not applicable	-\$371	-\$343	-\$315	-\$288	-\$260	-\$233	-\$205	-\$177	-\$150	-\$122	-\$95
% Tax differential between FY17-FY18	Not applicable	-7.53%	-6.97%	-6.41%	-5.84%	-5.28%	-4.72%	-4.16%	-3.60%	-3.04%	-2.48%	-1.92%
value FY 17 (w/growth) vs. FY 18 (without growth)	-0.78%											
INDUSTRIAL		INDUSTRIAL										
LAB / OFFICE - ALL COMBOS (# props = 14)	<i>Lab / Office</i>	Net of New Growth >>>										
(Bio or Chem Laboratory, or Medical Use is Primary)	FY 2017	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018
FY 17 Assmt. @ ~ \$260/sf for Avg. Prop.	\$25,131,786	\$24,586,143	\$24,586,143	\$24,586,143	\$24,586,143	\$24,586,143	\$24,586,143	\$24,586,143	\$24,586,143	\$24,586,143	\$24,586,143	\$24,586,143
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$28.13	\$26.22	\$26.38	\$26.53	\$26.69	\$26.85	\$27.01	\$27.17	\$27.33	\$27.49	\$27.65	\$27.81
Avg. Tax Bill (based on Avg. Ass'd Value)	\$706,957	\$644,575	\$648,482	\$652,388	\$656,295	\$660,201	\$664,108	\$668,014	\$671,921	\$675,828	\$679,734	\$683,641
\$ Tax differential between FY17-FY18	Not applicable	-\$62,382	-\$58,475	-\$54,569	-\$50,662	-\$46,756	-\$42,849	-\$38,943	-\$35,036	-\$31,130	-\$27,223	-\$23,317
% Tax differential between FY17-FY18	Not applicable	-8.82%	-8.27%	-7.72%	-7.17%	-6.61%	-6.06%	-5.51%	-4.96%	-4.40%	-3.85%	-3.30%
value FY 17 (w/growth) vs. FY 18 (without growth)	-2.17%											

Note: Tax Increment Financed [TIF] Properties in Lexington; 1) Shire @ 200, 300, & 400 Shire Way, and 2) uniQure (approx. 50% of 113 Hartwell Ave) are included above in INDUSTRIAL Lab/Office Combo category as "Gross Avg. Assessment less Gross Avg. Growth" and their related annual New Levy Growth has been subtracted.

EXHIBIT E: TAX FACTORS AND TAX RATES - COMPARABLE COMMERCIAL COMMUNITIES, AND CONTIGUOUS COMMUNITIES

COMPARABLE COMMERCIAL COMMUNITIES								
C-I-P		FY2017	FY2016			FY2017		
State		<u>C - I - P</u>	<u>RESIDENTIAL</u>	<u>C - I - P</u>	<u>C - I - P</u>	<u>RESIDENTIAL</u>	<u>C - I - P</u>	<u>C - I - P</u>
Rank	MUNICIPALITY	<u>ASS'D VALUE</u>	<u>RATE</u>	<u>RATE</u>	<u>SHIFT</u>	<u>RATE</u>	<u>RATE</u>	<u>SHIFT</u>
1	Boston	\$50,479,755,651	\$11.00	\$26.81	1.750	\$10.59	\$25.37	Yet Unpublhd.
2	Cambridge	\$15,132,280,026	\$6.99	\$17.17	1.733	\$6.49	\$16.12	Yet Unpublhd.
3	Waltham	\$3,602,114,600	\$12.24	\$29.53	1.749	\$12.56	\$29.04	Yet Unpublhd.
4	Worcester	\$3,397,331,543	\$20.61	\$33.98	1.750	\$19.22	\$32.93	Yet Unpublhd.
5	Newton	\$2,689,396,554	\$11.38	\$21.94	1.575	\$11.12	\$21.27	Yet Unpublhd.
	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
15	Nantucket	\$1,326,340,922	\$3.36	\$5.93	1.750	\$3.39	\$5.99	Yet Unpublhd.
16	Westborough	\$1,307,280,526	\$17.77	\$17.77	1.000	\$17.80	\$17.80	1.000
17	Brockton	\$1,301,045,344	\$17.36	\$32.02	1.750	\$16.10	\$32.94	Yet Unpublhd.
18	Needham	\$1,270,307,816	\$11.54	\$23.02	1.750	\$11.89	\$23.63	Yet Unpublhd.
19	Lexington	\$1,228,355,980	\$14.60	\$28.40	1.750	\$14.49	\$28.13	1.750
20	Watertown	\$1,227,879,557	\$13.68	\$25.40	1.750	\$13.89	\$25.32	Yet Unpublhd.
21	Fall River	\$1,204,308,953	\$13.63	\$29.13	1.750	\$14.00	\$30.64	Yet Unpublhd.
22	New Bedford	\$1,167,116,940	\$16.49	\$35.83	1.750	\$16.69	\$36.03	Yet Unpublhd.
23	Danvers	\$1,116,657,435	\$14.20	\$21.37	1.335	\$14.19	\$21.83	Yet Unpublhd.

The EIGHT (8) CONTIGUOUS COMMUNITIES to LEXINGTON								
		FY 2017	FY2016			FY2017		
		<u>C - I - P</u>	<u>RESIDENTIAL</u>	<u>C - I - P</u>	<u>C - I - P</u>	<u>RESIDENTIAL</u>	<u>C - I - P</u>	<u>C - I - P</u>
	MUNICIPALITY	<u>ASS'D VALUE</u>	<u>RATE</u>	<u>RATE</u>	<u>SHIFT</u>	<u>RATE</u>	<u>RATE</u>	<u>SHIFT</u>
	Waltham	\$3,602,114,600	\$12.24	\$29.53	1.749	\$12.56	\$29.04	Yet Unpublhd.
	Burlington	\$2,241,969,831	\$11.46	\$28.28	1.575	\$11.06	\$28.10	Yet Unpublhd.
	Woburn	\$1,968,945,243	\$11.68	\$11.02	1.750	\$9.94	\$24.97	Yet Unpublhd.
	Lexington	\$1,228,355,980	\$14.60	\$28.40	1.750	\$14.49	\$28.13	1.750
	Bedford	\$695,374,920	\$15.28	\$33.50	1.750	\$14.81	\$32.04	Yet Unpublhd.
	Arlington	\$524,686,326	\$12.80	\$12.80	1.000	\$12.56	\$12.56	1.000
	Belmont	\$350,532,034	\$12.56	\$12.56	1.000	\$12.69	\$12.69	1.000
	Winchester	\$319,303,179	\$11.68	\$11.02	1.500	\$12.28	\$11.59	Yet Unpublhd.
	Lincoln	\$86,049,228	\$13.99	\$18.39	1.300	\$13.70	\$18.05	Yet Unpublhd.

EXHIBIT F: TOP 25 COMMUNITIES BY TOTAL ASSESSED VALUE

Division of Local Services
Municipal Databank / Local Aid Section

Fiscal Year 2017 Assessed Values by Class

	Municipality	Most Recent DOR-Approved Fiscal Year	Residential	Open Space	Commerical Property Values	Industrial Property Values	Personal Property for Commercial Use	Comm + Indl + Pers Prop (C - I - P)	Total Assessed Values	Resid & Open as % Total Value	C - I - P as % of Total Value
1	Boston	2017	\$93,462,190,788	\$0	\$43,571,093,612	\$1,103,888,116	\$5,804,773,923	\$50,479,755,651	\$143,941,946,439	64.9%	35.1%
2	Cambridge	2017	\$24,497,668,162	\$0	\$7,998,123,445	\$5,747,325,311	\$1,386,831,270	\$15,132,280,026	\$39,629,948,188	61.8%	38.2%
3	Newton	2017	\$23,453,469,746	\$0	\$2,112,686,654	\$174,966,600	\$401,743,300	\$2,689,396,554	\$26,142,866,300	89.7%	10.3%
4	Nantucket	2017	\$20,458,398,174	\$1,862,400	\$1,032,434,605	\$51,432,021	\$242,474,296	\$1,326,340,922	\$21,786,601,496	93.9%	6.1%
5	Brookline	2017	\$19,477,019,400	\$0	\$1,942,174,300	\$14,618,500	\$230,816,841	\$2,187,609,641	\$21,664,629,041	89.9%	10.1%
6	Barnstable	2017	\$11,609,385,779	\$0	\$1,291,731,901	\$80,275,500	\$249,000,650	\$1,621,008,051	\$13,230,393,830	87.7%	12.3%
7	Quincy	2017	\$11,019,519,267	\$0	\$1,620,967,103	\$87,751,300	\$293,261,500	\$2,001,979,903	\$13,021,499,170	84.6%	15.4%
8	Somerville	2017	\$10,814,213,402	\$0	\$1,255,256,698	\$339,856,200	\$251,203,200	\$1,846,316,098	\$12,660,529,500	85.4%	14.6%
9	Worcester	2017	\$8,868,131,563	\$0	\$2,125,650,759	\$497,335,784	\$774,345,000	\$3,397,331,543	\$12,265,463,106	72.3%	27.7%
10	Falmouth	2017	\$10,384,849,550	\$3,251,100	\$607,421,068	\$80,184,800	\$244,381,580	\$931,987,448	\$11,320,088,098	91.8%	8.2%
11	Wellesley	2017	\$9,721,777,000	\$0	\$1,309,028,000	\$7,801,000	\$115,324,400	\$1,432,153,400	\$11,153,930,400	87.2%	12.8%
12	Lexington	2017	\$9,361,100,630	\$0	\$686,522,170	\$346,158,680	\$195,675,130	\$1,228,355,980	\$10,589,456,610	88.4%	11.6%
13	Waltham	2017	\$6,891,358,240	\$0	\$2,578,505,792	\$528,610,108	\$494,998,700	\$3,602,114,600	\$10,493,472,840	65.7%	34.3%
14	Plymouth	2017	\$7,553,965,815	\$0	\$846,438,347	\$746,047,286	\$330,381,327	\$1,922,866,960	\$9,476,832,775	79.7%	20.3%
15	Needham	2017	\$7,970,766,680	\$0	\$879,476,228	\$155,844,508	\$234,987,080	\$1,270,307,816	\$9,241,074,496	86.3%	13.7%
16	Medford	2017	\$7,958,487,445	\$0	\$775,397,455	\$103,413,100	\$147,677,450	\$1,026,488,005	\$8,984,975,450	88.6%	11.4%
17	Arlington	2017	\$8,427,530,080	\$0	\$389,586,036	\$20,065,800	\$115,034,490	\$524,686,326	\$8,952,216,406	94.1%	5.9%
18	Framingham	2017	\$6,447,434,328	\$0	\$1,507,281,351	\$269,788,250	\$267,487,277	\$2,044,556,878	\$8,491,991,206	75.9%	24.1%
19	Edgartown	2017	\$7,290,071,201	\$0	\$368,265,269	\$10,445,500	\$135,936,167	\$514,646,936	\$7,804,718,137	93.4%	6.6%
20	Natick	2017	\$6,001,827,900	\$0	\$1,509,933,900	\$41,810,700	\$150,081,170	\$1,701,825,770	\$7,703,653,670	77.9%	22.1%
21	Andover	2017	\$6,184,310,780	\$7,244,800	\$577,433,480	\$601,695,200	\$294,625,929	\$1,473,754,609	\$7,665,310,189	80.8%	19.2%
22	Springfield	2017	\$5,553,040,400	\$0	\$1,210,558,400	\$174,399,800	\$719,957,490	\$2,104,915,690	\$7,657,956,090	72.5%	27.5%
23	Lowell	2017	\$5,923,168,310	\$0	\$566,201,989	\$326,047,765	\$274,867,186	\$1,167,116,940	\$7,090,285,250	83.5%	16.5%
24	Peabody	2017	\$5,521,557,650	\$0	\$1,147,962,666	\$248,444,100	\$120,025,940	\$1,516,432,706	\$7,037,990,356	78.5%	21.5%
25	Weymouth	2017	\$5,936,198,527	\$0	\$640,398,643	\$277,296,400	\$145,053,010	\$1,062,748,053	\$6,998,946,580	84.8%	15.2%

EXHIBIT G: Aaa and AAA RATED COMMUNITIES in MA

Moody's Bond Ratings			Standard & Poor's Bond Ratings		
<u>MA Municipality</u>	<u>2017</u>		<u>MA Municipality</u>	<u>2017</u>	
Arlington	Aa1		Arlington	AAA	
Bedford			Bedford	AAA	
Belmont	Aaa		Belmont		
Berkley	A2		Berkley		
Brookline	Aaa		Brookline		
Burlington	Aa1		Burlington	AAA	
Cambridge	Aaa		Cambridge	AAA	
Carlisle	Aa1		Carlisle		
Concord	Aaa		Concord		
Lexington	Aaa		Lexington	AAA	
Lincoln			Lincoln	AAA	
Needham			Needham	AAA	
Wakefield	Aa2		Wakefield		
Waltham	Aa1		Waltham	AA+	
Watertown	Aa1		Watertown	AAA	
Wellesley	Aaa		Wellesley	AAA	
Weston	Aaa		Weston	AAA	
Westwood	Aa1		Westwood	AAA	
Wilmington			Wilmington	AA+	
Winchester	Aaa		Winchester	AAA	
Woburn	Aa1		Woburn		

Note: Municipalities above are the **ONLY** ones in MA that received an A rating or better during FY 2017.

Moody's Definitions of Long-Term Bond Ratings:

Aaa Bonds are judged to be of the best quality. They carry the smallest degree of investment risk and are generally referred to as "gilt edge." Interest payments are protected by a large or by an exceptionally stable margin and principal is secure. While the various protective elements are likely to change, such changes as can be visualized are most unlikely to impair the fundamentally strong position of such issues.

Aa Bonds are judged to be of high quality by all standards. Together with the Aaa group they comprise what are generally known as high-grade bonds. They are rated lower than the best bonds because margins of protection may not be as large as in Aaa securities or fluctuation of protective elements may be of greater amplitude or there may be other elements present which make the long-term risks appear somewhat larger than in Aaa securities.

A Bonds possess many favorable investment attributes and are to be considered as upper mediumgrade obligations. Factors giving security to principal and interest are considered adequate, but elements may be present which suggest a susceptibility to impairment some time in the future.

Standard & Poor's Bond Ratings Definitions of Long-Term Bond Ratings

AAA -- has the highest rating assigned by Standard & Poor's. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.

AA -- an obligation rated AA differs from the highest-rated obligations only in small degree. The obligor's capacity to meet its financial commitment on the obligation is very strong.

A -- an obligation rated A is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong.

EXHIBIT H-1: ADOPTION OF 35% RESIDENTIAL EXEMPTION - PROPERTY TAX IMPACT ANALYSIS

RESIDENTIAL EXEMPTION WORKSHEET	
FISCAL YEAR 2018 INFORMATION	
TOTAL RESIDENTIAL VALUE	\$9,951,653,700
TOTAL # RESID. PARCELS	10,832
AVG. RESIDENTIAL PARCEL	\$918,727
EXEMPTION @ 35%	35%
EXEMPTION \$ AMOUNT	\$321,555
EST. # OF EXEMPTION PARCELS	9,265
TOTAL RESID. EXEMPT VALUE	\$2,979,202,828
PRELIMINARY RESID. RATE (FY2018)	\$14.36
TOTAL RESID. REVENUE	\$142,926,984
NEW RESID. ASSESSED VALUE	\$6,972,450,872
NEW RESID. RATE	\$20.50

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
EXAMPLES OF ASSESSED VALUE	PRELIMINARY TAX RATE @ 1.75 SHIFT	ANNUAL PROPERTY TAX BILL	EXEMPTED ASSESSED VALUE @ 35% EXEMPTION	NET ASSESSED VALUE ¹	DERIVED TAX RATE	NET TAX BILL	\$ Change (g-c)	% Change (h/c)
\$300,000	\$14.36	\$4,309	\$270,000	\$30,000	\$20.50	\$615	-\$3,694	-85.73%
\$400,000	\$14.36	\$5,745	\$321,555	\$78,445	\$20.50	\$1,608	-\$4,137	-72.01%
\$500,000	\$14.36	\$7,181	\$321,555	\$178,445	\$20.50	\$3,658	-\$3,523	-49.06%
\$600,000	\$14.36	\$8,617	\$321,555	\$278,445	\$20.50	\$5,708	-\$2,909	-33.76%
\$650,000	\$14.36	\$9,335	\$321,555	\$328,445	\$20.50	\$6,733	-\$2,603	-27.88%
\$691,700	\$14.36	\$9,934	\$321,555	\$370,145	\$20.50	\$7,588	-\$2,347	-23.62%
\$700,000	\$14.36	\$10,053	\$321,555	\$378,445	\$20.50	\$7,758	-\$2,296	-22.84%
\$800,000	\$14.36	\$11,490	\$321,555	\$478,445	\$20.50	\$9,808	-\$1,682	-14.64%
\$900,000	\$14.36	\$12,926	\$321,555	\$578,445	\$20.50	\$11,857	-\$1,068	-8.27%
\$1,000,000	\$14.36	\$14,362	\$321,555	\$678,445	\$20.50	\$13,907	-\$455	-3.17%
\$1,074,113	\$14.36	\$15,427	\$321,555	\$752,558	\$20.50	\$15,427	\$0	0.00%
\$1,100,000	\$14.36	\$15,798	\$321,555	\$778,445	\$20.50	\$15,957	\$159	1.01%
\$1,250,000	\$14.36	\$17,953	\$321,555	\$928,445	\$20.50	\$19,032	\$1,079	6.01%
\$1,500,000	\$14.36	\$21,543	\$321,555	\$1,178,445	\$20.50	\$24,157	\$2,614	12.13%
\$1,750,000	\$14.36	\$25,134	\$321,555	\$1,428,445	\$20.50	\$29,281	\$4,148	16.50%
\$2,000,000	\$14.36	\$28,724	\$321,555	\$1,678,445	\$20.50	\$34,406	\$5,682	19.78%
\$2,500,000	\$14.36	\$35,905	\$321,555	\$2,178,445	\$20.50	\$44,656	\$8,750	24.37%
\$3,000,000	\$14.36	\$43,086	\$321,555	\$2,678,445	\$20.50	\$54,905	\$11,819	27.43%
\$5,000,000	\$14.36	\$71,811	\$321,555	\$4,678,445	\$20.50	\$95,903	\$24,092	33.55%

¹ Residential Exemption may not reduce the taxable value of the property to less than 10 percent of its full and fair cash value.

***BREAK EVEN ASSESSED VALUE, NO TAX IMPACT. \$1,074,113**

EXHIBIT H-2: ADOPTION OF 20% RESIDENTIAL EXEMPTION - PROPERTY TAX IMPACT ANALYSIS

RESIDENTIAL EXEMPTION WORKSHEET	
FISCAL YEAR 2018 INFORMATION	
TOTAL RESIDENTIAL VALUE	\$9,951,653,700
TOTAL # RESID. PARCELS	10,832
AVG. RESIDENTIAL PARCEL	\$918,727
EXEMPTION @ 20%	20%
EXEMPTION \$ AMOUNT	\$183,745
EST. # OF EXEMPTION PARCELS	9,265
TOTAL RESID. EXEMPT VALUE	\$1,702,401,616
PRELIMINARY RESID. RATE (FY2018)	\$14.36
TOTAL RESID. REVENUE	\$142,926,984
NEW RESID. ASSESSED VALUE	\$8,249,252,084
NEW RESID. RATE	\$17.33

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
EXAMPLES OF ASSESSED VALUE	PRELIMINARY TAX RATE @ 1.75 SHIFT	ANNUAL PROPERTY TAX BILL	EXEMPTED ASSESSED VALUE @ 20% EXEMPTION	NET ASSESSED VALUE ¹	DERIVED TAX RATE	NET TAX BILL	\$ Change (g-c)	% Change (h/c)
\$300,000	\$14.36	\$4,309	\$270,000	\$30,000	\$17.33	\$520	-\$3,789	-87.94%
\$400,000	\$14.36	\$5,745	\$183,745	\$216,255	\$17.33	\$3,747	-\$1,998	-34.78%
\$500,000	\$14.36	\$7,181	\$183,745	\$316,255	\$17.33	\$5,479	-\$1,702	-23.70%
\$600,000	\$14.36	\$8,617	\$183,745	\$416,255	\$17.33	\$7,212	-\$1,405	-16.31%
\$650,000	\$14.36	\$9,335	\$183,745	\$466,255	\$17.33	\$8,078	-\$1,257	-13.47%
\$691,700	\$14.36	\$9,934	\$183,745	\$507,955	\$17.33	\$8,801	-\$1,133	-11.41%
\$700,000	\$14.36	\$10,053	\$183,745	\$516,255	\$17.33	\$8,945	-\$1,109	-11.03%
\$800,000	\$14.36	\$11,490	\$183,745	\$616,255	\$17.33	\$10,677	-\$812	-7.07%
\$900,000	\$14.36	\$12,926	\$183,745	\$716,255	\$17.33	\$12,410	-\$516	-3.99%
\$1,000,000	\$14.36	\$14,362	\$183,745	\$816,255	\$17.33	\$14,142	-\$220	-1.53%
* \$1,074,113	\$14.36	\$15,427	\$183,745	\$890,367	\$17.33	\$15,427	\$0	0.00%
\$1,100,000	\$14.36	\$15,798	\$183,745	\$916,255	\$17.33	\$15,875	\$77	0.49%
\$1,250,000	\$14.36	\$17,953	\$183,745	\$1,066,255	\$17.33	\$18,474	\$521	2.90%
\$1,500,000	\$14.36	\$21,543	\$183,745	\$1,316,255	\$17.33	\$22,805	\$1,262	5.86%
\$1,750,000	\$14.36	\$25,134	\$183,745	\$1,566,255	\$17.33	\$27,137	\$2,003	7.97%
\$2,000,000	\$14.36	\$28,724	\$183,745	\$1,816,255	\$17.33	\$31,469	\$2,744	9.55%
\$2,500,000	\$14.36	\$35,905	\$183,745	\$2,316,255	\$17.33	\$40,132	\$4,226	11.77%
\$3,000,000	\$14.36	\$43,086	\$183,745	\$2,816,255	\$17.33	\$48,795	\$5,708	13.25%
\$5,000,000	\$14.36	\$71,811	\$183,745	\$4,816,255	\$17.33	\$83,447	\$11,636	16.20%

¹ Residential Exemption may not reduce the taxable value of the property to less than 10 percent of its full and fair cash value.

***BREAK EVEN ASSESSED VALUE, NO TAX IMPACT. \$1,074,113**

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Accept Terms of the Michelson's Shoes 100th Year Scholarship Fund (5 min.)

PRESENTER:

Suzanne Barry, Chair/Peter Kelley

ITEM NUMBER:

I.3

SUMMARY:

The Board is asked to accept the terms of the Michelson's Shoes 100th Year Scholarship Fund Scholarship Fund that will be managed by the Trustees of Public Trusts.

SUGGESTED MOTION:

Motion to accept the terms of the Michelson's Shoes 100th Year Scholarship Fund Scholarship Fund that will be managed by the Trustees of Public Trusts.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

7:30 p.m.

ATTACHMENTS:

Description

Type



Terms - Michelson's Shoes Scholarship Fund

Backup Material

Richard Michelson
54 Asbury St
Lexington, MA 02420

Mr. Allan Fields
Chairman
Town of Lexington
Trustees of Public Trust

November 10, 2017

Dear Mr. Fields,

This letter is to set the terms on which the Trustees of Public Trust agree to hold the Michelson's Shoes 100th Year Scholarship Fund, which I'd like to establish.

1. The Trustees will hold and invest the fund as part of the Endowment Fund administered by them for the benefit of the Town of Lexington.
2. Each year the fund will transfer to the Lexington Scholarship Committee of their designated successor, $\frac{3}{4}$ of the annual net income.
3. $\frac{1}{4}$ of the annual net income and all capital gains shall be transferred to the principal.
4. Each year the Lexington Scholarship Committee shall award one or more scholarships to be known as the Michelson's Shoes 100th Year Scholarship. To be eligible the recipient must meet the following criteria:
 - a. Be a graduate of Lexington High School or Minuteman Technical High School;
 - b. Have demonstrated the skills and the initiative to merit higher education, which may be a two or four year college program or a one or two year technical program;
 - c. Demonstrate financial need;
 - d. Have demonstrated a respect for Lexington as a "community";
 - e. Every effort should be made to give equal consideration to graduates of both schools.
5. The Lexington Scholarship Committee shall allow a member of the Michelson family, as long as they are willing and able to serve, to present the scholarship to the recipient at the annual awards night.

Sincerely,

A handwritten signature in black ink that reads "Richard Michelson". The signature is fluid and cursive, with the first name "Richard" and last name "Michelson" clearly legible.

Richard Michelson

cc: David Williams

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve Worthen Road Pump Station Easement (5 min.)

PRESENTER:

Dave Pavlik, Senior Civil Engineer

ITEM NUMBER:

I.4

SUMMARY:

The Worthen Road pump station is being replaced near the existing location. The replacement requires both permanent and temporary easements for the work (see attached document for detail). The abutting parcel commonly referred to as the 'Battle Green Apartments' has agreed to donate these easements to the Town. The Town Meeting authorized the Board of Selectman to act on this donation.

SUGGESTED MOTION:

Move that the Board of Selectmen vote to accept the easement from Hamilton Battle Green, LLC, as described on the attached document entitled 'easement agreement' for the property identified as Lot 4C on the Town of Lexington Assessor's Property Map 57 and located at 32 Worthen Road.

FOLLOW-UP:

Recording of the easement at the Registry of Deeds will be coordinated by the Engineering Division.

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

7:35 p.m.

ATTACHMENTS:

	Description
□	Easement agreement - Worthen Road

Type
Cover Memo

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is entered into as of the _____ day of _____, 2017, by and among HAMILTON BATTLE GREEN, LLC, a Massachusetts limited liability company, having an address of 39 Brighton Avenue, Boston, Massachusetts 02134 (the "Owner"), and the TOWN OF LEXINGTON, acting by and through its Board of Selectmen, a 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 two-thirds vote at a Town Meeting held on _____, 201_, copies of which vote are recorded herewith;

WHEREAS, pursuant to that certain Quitclaim Deed recorded with the Middlesex South Registry of Deeds (the "Registry") at Book 56936, Page 511, the Owner is the fee simple owner of that parcel of land known as and numbered 32 Worthen Road, Lexington, Middlesex County, Massachusetts and also identified as Lot 4C on the Town of Lexington Assessor's Property Map 57 (the "Property"); and

WHEREAS, the Owner has agreed to grant to the Town, for the construction, operation, and maintenance of a sanitary sewer pump station, certain easements in, over, across, upon, and under certain portions of the Property shown as "Temporary Easement Area" (the "Temporary Easement Area") and "Permanent Easement Area" (the "Permanent Easement Area," together with the Temporary Easement Area, the "Easement Area") on a plan entitled "Easement Plan of Land, Worthen Road – Lexington, MA, Prepared for Town of Lexington, Massachusetts," dated February 8, 2017, prepared by GCG Associates, Inc., and attached hereto as Exhibit A (the "Plan"), pursuant to the terms and conditions of this Agreement.

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

1. Grant of Permanent Easement. The Owner hereby grants to the Town a perpetual, non-exclusive right and easement (the "Permanent Easement") to construct, reconstruct, install, repair, maintain, operate, use, inspect, and patrol, a sanitary and sewer pump station (the "Pump Station") and all associated lines, connections, and all other equipment and appurtenances, (any of which may be erected and/or constructed at the same or different times) (collectively, the "Facilities"), as may be reasonably necessary for the convenient construction, reconstruction, installation, repair, maintenance, operation, use, inspection and patrolling of the Facilities over, under, through, across, within, and upon the Permanent Easement Area. In addition, the Owner grants the following rights and easements to the Town in connection with the Permanent Easement:

- a. The right and easement from time to time, without further payment therefor, to clear and keep cleared by physical, chemical or other means, the Permanent Easement Area of trees, underbrush, and above and below ground buildings or structures (the first clearing may be for less than the full width and may be widened from time to time to the full width);
- b. The right and easement to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and all appurtenances thereto and the locations thereof within the Permanent Easement Area;
- c. The right and easement to pass and repass on foot and with vehicles and equipment along the Permanent Easement Area and over the Property as reasonably required;
- d. The right to excavate, remove soils from, fill and/or change the grade of the Permanent Easement Area as is reasonable, necessary, and proper in connection with the exercise of the rights and easements taken herein; and
- e. Any and all additional and/or incidental rights needed to construct, reconstruct, install, repair, maintain, operate, use, inspect, patrol, renew, replace, add to, and otherwise change the Facilities, for the purposes of this Agreement, over, under, through, across, within, and upon the Permanent Easement Area.

2. Grant of Temporary Easement. In addition to the Permanent Easement, the Owner hereby grants to the Town a non-exclusive temporary easement (the "Temporary Easement") over, under, through, across, within, and upon the Temporary Easement Area for the purpose of constructing the Pump Station in the Permanent Easement Area (the "Construction"). The Temporary Easement shall include the right of the Town and its employees, contractors, licensees, and invitees to enter into the Temporary Easement Area and do all things reasonably necessary to perform and complete the Construction, including, without limitation, accessing the Easement Area on foot and by vehicle over and through the Temporary Easement Area, and storing of construction trailers, equipment, and material in the Temporary Easement Area in connection with and for the purpose of the Construction. Without further action of the parties to effect termination, the Temporary Easement shall automatically expire upon the earlier of: (a) the Town's completion of the Construction; and (b) two (2) years from the date of this Agreement. At the termination of the Temporary Easement, the Town shall remove all of its property from the Temporary Easement Area and restore such area to the condition which existed prior to the Town's use thereof.

3. Prohibited Uses. No acts are permitted within the Easement Area which are inconsistent with the rights and easements hereby conveyed. This Agreement is not intended to prohibit the use of the Easement Area by the Owner and the Owner's employees, licensees, and invitees, provided that such use does not unreasonably interfere with or prohibit the full and reasonable use and enjoyment by the Town of the rights and easements hereby conveyed, provided further however, that, except with the Town's prior written approval which approval shall not be unreasonably withheld, conditioned, or delayed, neither the Owner nor the Owner's employees,

licensees, or invitees may use or access the Temporary Easement Area at any time between the Town's commencement and completion of the Construction, or earlier termination of the Temporary Easement. The Owner hereby agrees not to grant any other easements, leases, deeds, licensees or any other rights to the Easement Area that will interfere with the Town's rights under this Agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed.

4. Personal Property; Maintenance and Repair. The Owner agrees for itself and its successors and assigns that the Facilities shall be and remain the personal property and responsibility of the Town, and that the Pump Station and the Facilities may not be altered, obstructed, or removed without the express written consent of the Town. The Town shall be responsible for and shall perform all work, if any, necessary for the maintenance, repair and use of the Facilities and the Pump Station at the Town'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.

5. No Relocation. The Owner shall not be entitled to relocate either the Permanent Easement or the Temporary Easement without the express prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.

6. Additional Provisions.

- a. The rights and easements described herein constitute a easement in gross for the benefit of the Town, its successors and assigns, 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 Town shall timely pay all contractors and/or laborers performing work or providing materials for the Easement Area so as not to cause or permit any liens, including without limitation mechanics' or materialmens' liens, to be recorded against the Property. Any such liens recorded against the Property shall be removed by the Town or bonded over within sixty (60) days thereafter.
- c. In exercising its rights hereunder, the Town shall use commercially reasonable efforts to minimize any interference with the Owner's use of the Property and the Easement Area, and shall promptly repair any damage to the Property caused by the Town's exercise of its rights hereunder. The Town hereby agrees to properly maintain and keep in good order and repair the Facilities, the Temporary Easement Area during the term of the Temporary Easement, and the Permanent Easement Area. The Owner shall not unreasonably interfere with the Town's use of the Easement Area for the purposes described herein.
- d. The parties hereby agree that the parties may apply to any Massachusetts court, 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.

- e. The Town agrees to at all times maintain vehicular and pedestrian access and visibility to the Property. In connection therewith, The Town will install appropriate signage and will fence off any construction areas. Prior to the start of the Construction by the Town, the Town shall provide the Owner with certificates of both the Town's and its contractor's insurance evidencing commercial liability coverage of at least \$1,000,000 with respect to the Town's Construction and the installation of the Facilities. Said insurance shall name the Owner (Hamilton Battle Green, LLC) and The Hamilton Company, Inc. as additional insureds. The requirements of this Section 6(e) shall cease immediately following the termination of the Temporary Easement.
- f. To the extent permitted by law, the Town hereby agrees to indemnify and hold the Owner, its successors and assigns, harmless from and against any and all loss, costs (including, without limitation, reasonable attorney's fees), expenses, damage, injury, liability and claims therefore (collectively, "Claims"), including without limitation, claims and suits for injury, death, and/or damage to property resulting from or in connection with and/or attributable to the Facilities and the Construction to be done on the Property and Grantee's use of the Easement Area as contemplated herein, except for Claims arising from Owner's negligence or willful misconduct.
- g. The Town shall be solely responsible for all costs and expenses related to the installation, construction, maintenance and repair of the Facilities and shall, promptly repair any and all damage or disturbance caused by the Construction to the Temporary Easement Area, and return same to its original condition prior to such Construction, upon completion of any such installation, construction, maintenance and repair.
- h. Any notice shall be deemed duly given by any sender to an addressee if mailed to said addressee by Overnight mail by a recognized overnight delivery service, in hand by constable, or by registered or certified mail, postage prepaid, return receipt requested, at the addresses provided for such addressee herein, or such other addresses as may have been given pursuant to notice as set forth herein. The time of the giving of any notice shall be the time of receipt thereof by the addressee or an agent of the addressee, except that in the event the notice mailed as above provided shall not be received upon delivery thereof because of refusal of receipt, the absence of a person to receive or otherwise, the time of the giving of such notice shall be the time of such delivery.
- i. Both parties warrant and represent to the other that the person executing this Agreement has authority to do so. The Owner represents and warrants that there are no mortgages or encumbrances of record or otherwise on the Property that will negate or negatively impact this Agreement, other than Principal Life Insurance Company.

7. 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.

8. No Massachusetts Deed Excise Stamps have been affixed hereto as the Town is a municipality.

[Signatures on following pages]

EXECUTED under seal as of this ____ day of _____, 2017.

HAMILTON BATTLE GREEN, LLC

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared _____, as _____ of Hamilton Battle Green, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Plan of Easement Area

[See Attached]

FOR REGISTRY USE ONLY

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

THE CERTIFICATIONS SHOWN HERE ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN.

I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

MICHAEL J. CARTER, P.L.S. #48373

DATE: _____

THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

MICHAEL J. CARTER PLS #48373

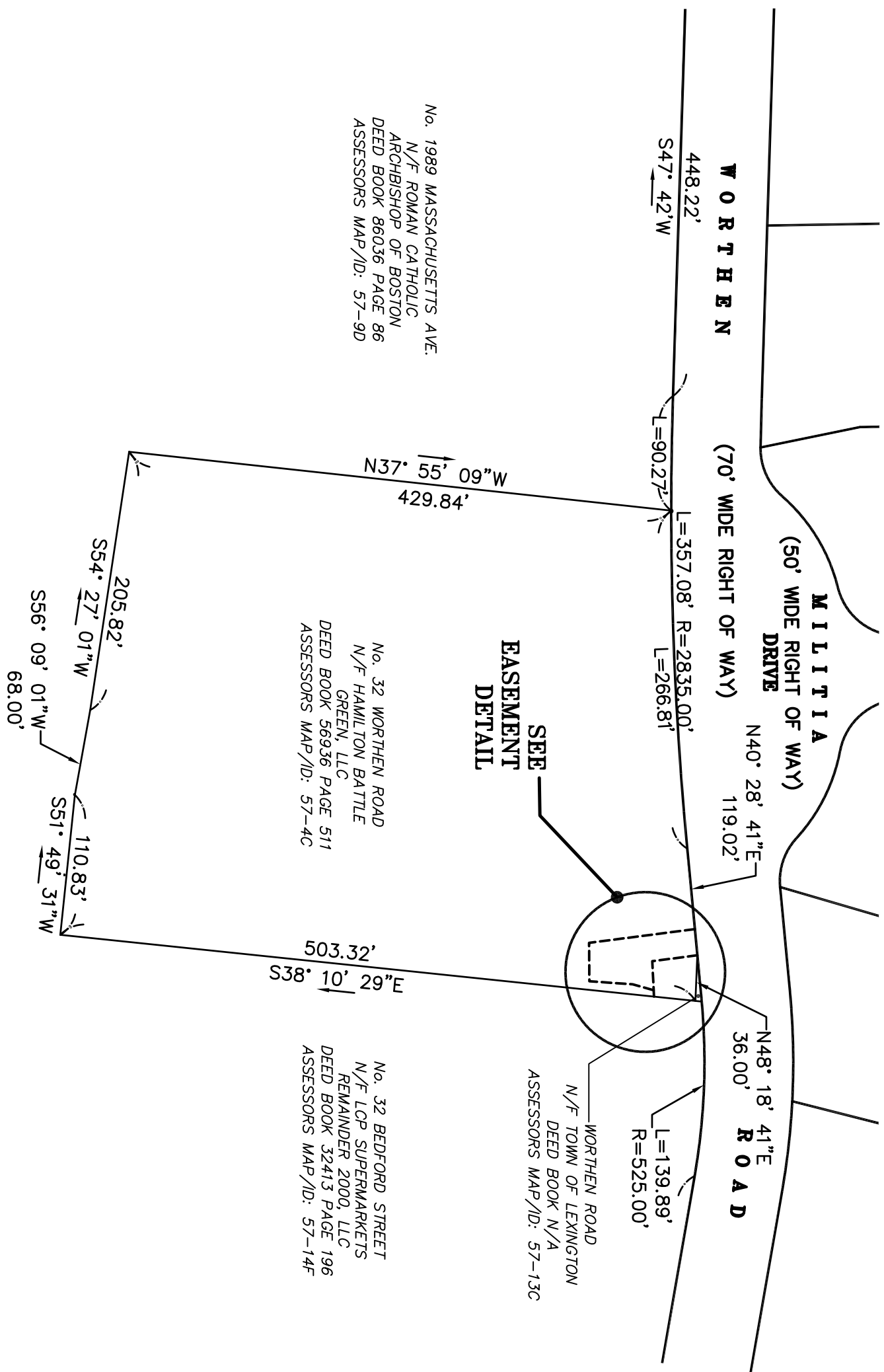
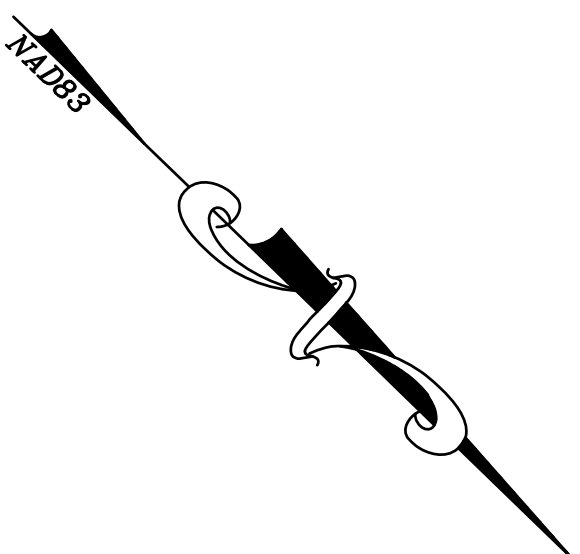
DATE:

LEGEND

LOT LINE
PROPOSED EASEMENT LINE
RIGHT OF WAY

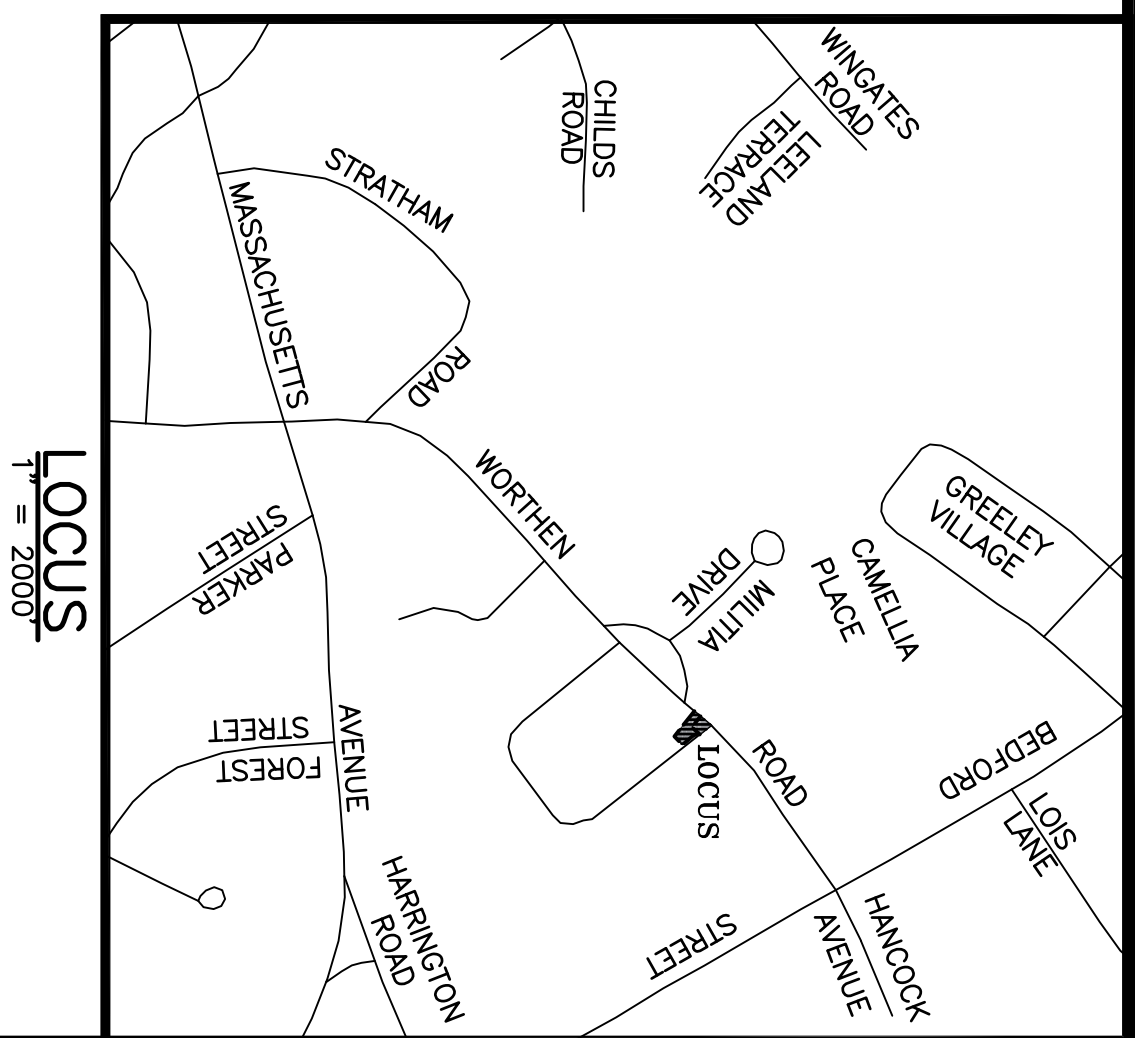
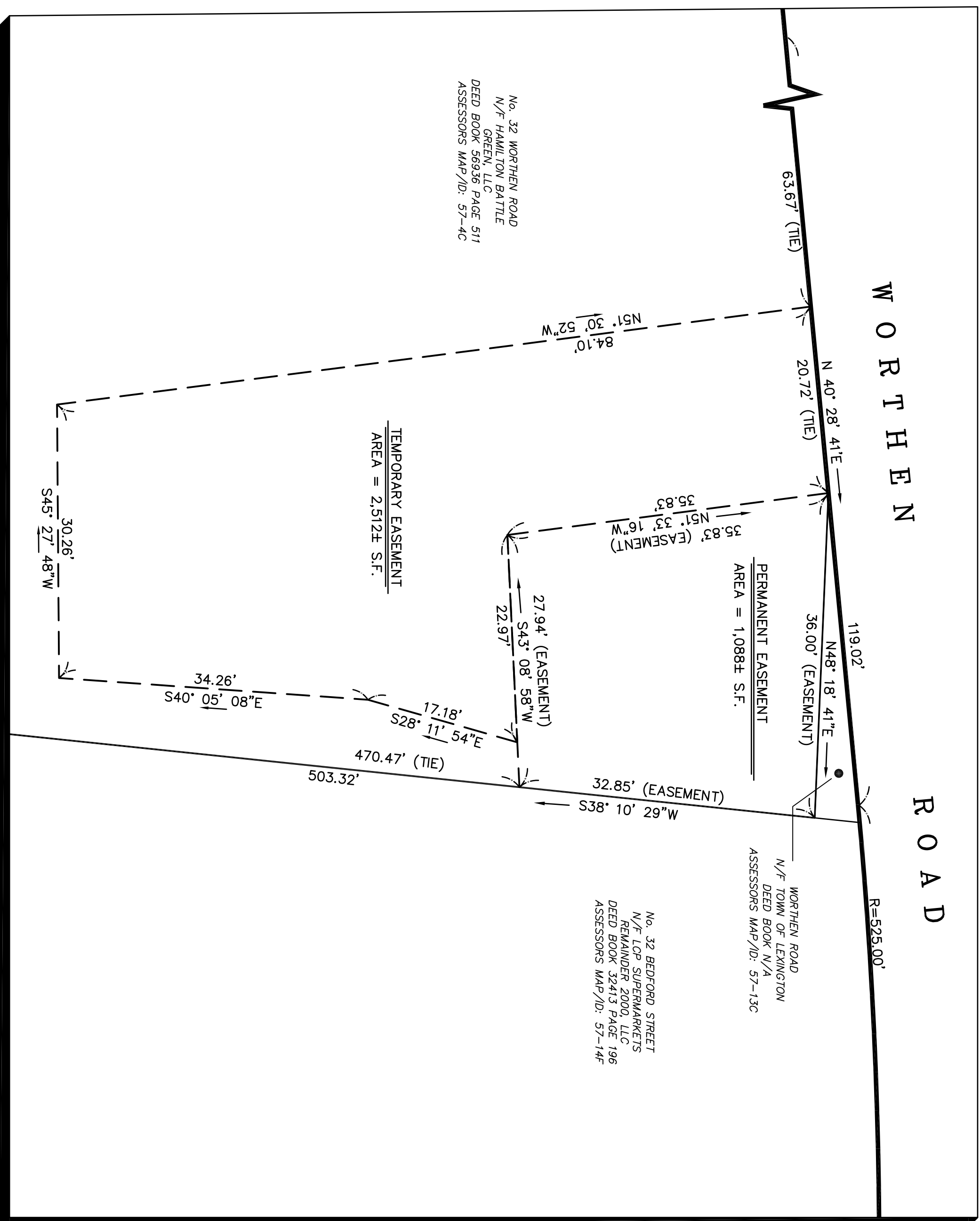
EASEMENT DETAIL

SCALE: 1" = 10'



38 WORTHEN ROAD PROPERTY LINE PLAN

SCALE: 1"= 100'



OWNER OF RECORD

MAP 57 / LOT 4C
HAMILTON BATTLE GREENS, LLC
39 BRIGHTON AVENUE
BOSTON, MASSACHUSETTS

PLAN REFERENCES:

MIDDLESEX SOUTH REGISTRY OF DEEDS

1. PLAN BOOK 1965 PLAN 1222
2. PLAN BOOK 1968 PLAN 513
3. PLAN BOOK 1982 PLAN 808
4. PLAN BOOK 1986 PLAN 833

4. PLAN BOOK 1986 PLAN 833

4. PLAN BOOK 1986 PLAN 833

4. PLAN BOOK 1986 PLAN 833

5. PLAN OF LAND PROPOSED ROAD, WORTHEN ROAD IN LEXINGTON, MASS. SALE 1"=40' DATED 1955. RECORDED WITH THE TOWN OF LEXINGTON, MASSACHUSETTS.

- RECORDED WITH THE TOWN OF LEXINGTON, MASS.
IN LEANINGION, MASS, SALE 1 =40 DATED 1933.

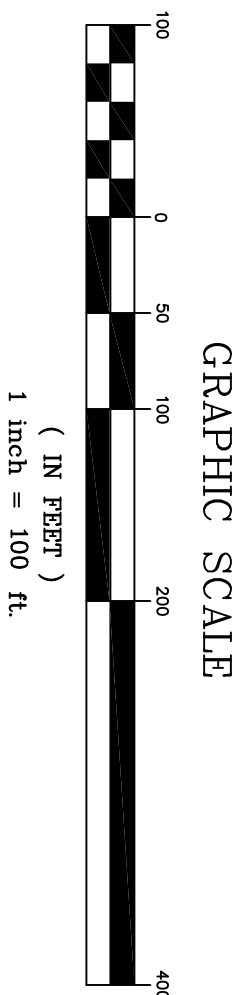
DEED REFERENCES:

1. #38 WORTHEN ROAD: BOOK 56936 PAGE 511

- RECORDED AT THE MIDDLESEX SOUTH REGISTRY OF DEEDS

NOTES:

THIS PLAN IS BASED UPON A ON-THE-GROUND INSTRUMENT SURVEY PERFORMED BY GCG ASSOCIATES ON JANUARY 12, 2017 DEEDS AND PLANS OF RECORD AND MONUMENTATION LOCATED FROM THIS SURVEY.



EASEMENT PLAN OF LAND

WORTHEN ROAD~LEXINGTON,MA
PREPARED FOR
TOWN OF LEXINGTON, MASSACHUSETTS

GCG ASSOCIATES, INC.

TON

DATE: FEBRUARY 8, 20217

JOB NO. \FILE NAM

1203-EASEMENT I

DESIGNED BY: M.J.C.

CHECKED BY: MJC

AN NO.

1 of 1

ACCEPTANCE AND AGREEMENT
TOWN OF LEXINGTON

We, the undersigned, being a majority of the Board of Selectmen of the Town of Lexington, hereby certify that at a meeting duly held on the _____ day of _____, 2017, the Board of Selectmen voted to accept the foregoing Easement Agreement.

TOWN OF LEXINGTON

By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this _____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared _____, members of the Board of Selectmen 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:

CONSENT AND SUBORDINATION AGREEMENT

This CONSENT AND SUBORDINATION AGREEMENT (this “Agreement”) is made as of _____, 2017, by **PRINCIPAL LIFE INSURANCE COMPANY** (the “Lender”), a _____ having an address of _____, in favor of the **TOWN OF LEXINGTON** (the “Town”), acting by and through its Board of Selectmen, a municipal corporation, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420.

WHEREAS, Pursuant to that certain deed recorded with the Middlesex South Registry of Deeds (the “Registry”) at Book 56936, Page 511, Hamilton Battle Green, LLC (the “Owner”) is the owner of that parcel of land known as and numbered 32 Worthen Road, Lexington, Massachusetts (the “Property”), also shown on a plan entitled “Easement Plan of Land, Worthen Road – Lexington, MA” dated February 8, 2017, prepared by GCG Associates, Inc. (the “Plan”);

WHEREAS, the Owner has agreed to grant to the Town, the Easement Agreement (defined below) in, over, across, upon, and under certain portions of the Property;

WHEREAS, the Property is subject to the following loan documents (the “Mortgage Documents”): (i) Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement from Owner to Lender, dated July 27, 2011 and recorded with the Registry in Book 57206, Page 393; and (ii) UCC-1 fixture filing financing statement recorded with the Registry in Book 57206, Page 409 (as continued at Book 67486, Page 569, and Book 67570, Page 57); and

WHEREAS, in accordance with the Mortgage Documents, the Lender has agreed to subordinate the Mortgage Documents to the Easement Agreement pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby subordinates the lien of the Mortgage Documents and consents to those certain easements, for the construction, operation, and maintenance of a sanitary sewer pump station, in, over, across, upon, and under certain portions of the Property shown as “Temporary Easement Area” and “Permanent Easement Area” on the Plan (the “Easement Agreement”), which Easement Agreement is recorded herewith, to the fullest extent as if the Easement Agreement had been executed, ensealed, acknowledged, delivered and recorded in the Registry prior to the execution, ensealment, acknowledgment, delivery and recordation of the Mortgage Documents. Except as expressly subordinated hereby, the Mortgage Documents shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank; Signature Follows]

EXECUTED under seal as of the date first written above.

LENDER:

Principal Life Insurance Company

By: _____

Name:

Title:

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as _____ of Principal Life Insurance Company.

Notary Public:

My Commission Expires:

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Update-Presentation of Debt Exclusion/Taxpayer Mitigation Plan (15 min.)

PRESENTER:

Carl F. Valente, Town Manager;
Carolyn Kosnoff, Assistant Town
Manager for Finance

ITEM NUMBER:

I.5

SUMMARY:

No vote is requested for this agenda item.

Following the discussion at Summit 2 regarding the Capital Financing Plan/Taxpayer Mitigation for the December 4 Debt Exclusion questions staff, working with Mr. Pato, have revised the presentation of this analysis.

SUGGESTED MOTION:

NA

FOLLOW-UP:


With the Board's approval, this analysis will be added to the Town's webpage for the December 4 debt exclusion.

DATE AND APPROXIMATE TIME ON AGENDA:

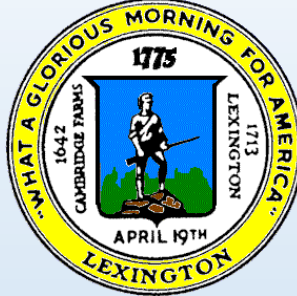
11/27/2017

7:40 p.m.

ATTACHMENTS:

Description	Type
 Understanding the Residential Taxpayer Impact of the December 4 Debt Exclusion Question	Presentation

Town of Lexington



Understanding the Residential Taxpayer Impact of the December 4 Debt Exclusion Question

Town staff and the Board of Selectmen have been asked by residents: ***What is the anticipated taxpayer impact of the three debt exclusion questions included on the ballot for the December 4 Debt Exclusion?***

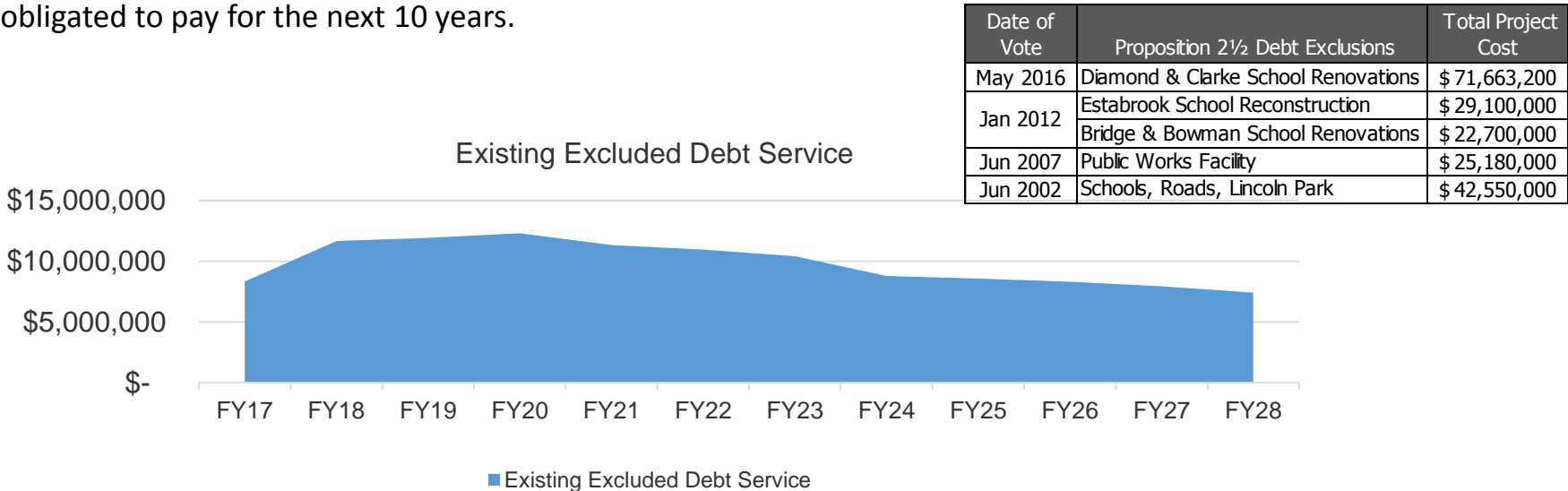
There is some complexity involved in answering this question, so we have created this brief but comprehensive response regarding the Town's financing plan for the Capital projects included in the upcoming Debt Exclusion vote.

For those readers who may not be familiar with the term 'debt exclusion', it refers to voter approval to temporarily raise property taxes to pay for the debt service associated with specific capital projects. As the debt service is retired, the increase in the property taxes decreases each year and eventually ceases.



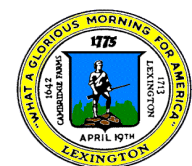
Chapter 1: Previously Approved Debt Exclusions and Impact on Residential Tax Bills

In prior years, the Town of Lexington has requested Proposition 2½ debt exclusions to fund certain large municipal and school projects. The graph below illustrates the total amount of existing excluded debt service that the Town is obligated to pay for the next 10 years.



The following table illustrates the cost of the above excluded debt to a taxpayer for a home of median value (\$831,000 in FY17):

	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
1) Component of Property Tax Bill Attributable to Existing Excluded Debt	\$ 589	\$ 795	\$ 861	\$ 872	\$ 802	\$ 775	\$ 737	\$ 622	\$ 606	\$ 589



Chapter 2: Good News! The Capital Stabilization Fund

- The Town's policy makers recognize that excluded debt projects may result in larger fluctuations in annual tax bills, which can be a burden to taxpayers.
- Over the last 5 years the Town has been setting aside tax levy revenue into a special reserve account called the Capital Stabilization Fund. The estimated balance of the fund at the end of fiscal year 2018 is \$28,169,107 after using \$2,400,000 for to provide taxpayer mitigation for excluded debt service and \$324,500 for within-levy debt service mitigation.

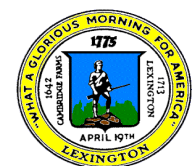
Capital Stabilization Fund		
Fiscal Year	Balance in Capital Stabilization Fund at Fiscal Year-End	Actual and Anticipated Use of CSF for Excluded Debt ⁽²⁾
FY2013	\$1,601,835	
FY2014	\$3,990,703	(\$1,600,000)
FY2015	\$8,048,465	(\$950,000)
FY2016	\$16,725,946	(\$215,000)
FY2017	\$23,203,209	-
FY2018 (est.) ⁽¹⁾	\$30,893,607	(\$2,400,000)
FY2019 (est.)		(\$3,250,000)
FY2020 (est.)		(\$5,200,000)
FY2021 (est.)		(\$4,300,000)
FY2022 (est.)		(\$2,700,000)
FY2023 (est.)		(\$1,000,000)
FY2024 (est.)		-
⁽¹⁾ At the 2017 Annual Town Meeting \$2,400,000 was appropriated from the Capital Stabilization Fund to mitigate excluded debt service, and an additional \$324,500 was appropriated to mitigate within-levy debt service.		
⁽²⁾ Does not include anticipated use of Capital Stabilization Fund that will be applied to future projects such as the Police Station.		



Chapter 3: Mitigating the Taxpayer Impact of Previously Approved Debt Exclusions

- As noted on the prior page, in FY2018 the Town will continue to draw down funds from the Capital Stabilization Fund to apply to annual debt service payments for previously approved/existing excluded debt. The use of the Capital Stabilization Fund reduce the amount of excluded debt that is billed to the taxpayers that year.
- The following table illustrates how the Town is planning to use the Capital Stabilization Fund to mitigate the impact of existing excluded debt. The highlighted line (2) is the amount of property tax mitigation for the home of median value (\$831,000 in FY17). Line (3) equals line (2) subtracted from line (1) and is the amount billed to the home of median value for existing projects.

	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Component of Property Tax Bill Attributable to Existing Excluded Debt	\$ 589	\$ 795	\$ 861	\$ 872	\$ 802	\$ 775	\$ 737	\$ 622	\$ 606	\$ 589
2) Less: Planned Property Tax Mitigation (Reduction)	\$ -	\$ (145)	\$ (105)	\$ (22)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Existing Excluded Debt After Mitigation (Median Tax Bill)	\$ 589	\$ 650	\$ 756	\$ 850	\$ 802	\$ 775	\$ 737	\$ 622	\$ 606	\$ 589



Chapter 4: The December 4 Debt Exclusion Projects

- On December 4, 2017 voters will consider approving three new Capital projects to be excluded from the limits of Proposition 2½- a Debt Exclusion:

December 4, 2017 Debt Exclusion Votes	Project Cost (estimated)
Fire Station with Swing Space	\$ 22,140,000
Hastings-net of MSBA funding	\$ 48,765,695
Lexington Children's Place	\$ 14,879,342
Total-Proposed Debt Exclusion	\$ 85,785,037

- The following table presents the expected dollar increase for the taxpayer owning a home of median value (\$831,000 in FY17) attributable to each of the projects on the December 4, 2017 referendum if there is no property tax mitigation:

	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
4) Fire Station with Swing Space	\$ -	\$ -	\$ 53	\$ 116	\$ 114	\$ 112	\$ 110	\$ 108	\$ 106	\$ 103
5) Hastings-net of MSBA funding	-	-	34	153	253	248	243	239	234	229
6) Lexington Children's Place	-	-	38	77	76	74	73	71	70	68
7) Total Projects on December 4 Debt Exclusion	\$ -	\$ -	\$ 125	\$ 346	\$ 442	\$ 434	\$ 426	\$ 418	\$ 409	\$ 401



Chapter 5: Mitigating the Taxpayer Impact of the December 4 Proposed Debt Exclusion Projects

- In FY2019 the Town will draw down additional funds from the Capital Stabilization Fund to apply to annual debt service payments related to the projects on the December 4th referendum (Fire Station, Hastings and Lexington Children's Place). Payments from the Capital Stabilization fund reduce the amount of excluded debt that is billed to the taxpayers that year.
- The following table illustrates how the Town is planning to use the Capital Stabilization Fund to mitigate the impact of excluded debt for the projects on the December 4th referendum. The highlighted line (8) is the amount of property tax mitigation for the home of median value (\$831,000 in FY17) related to these three projects. Line (9) is the resulting amount that will added to the property tax bill for the home of median value.

	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
7) Total Projects on December 4 Debt Exclusion	\$ -	\$ -	\$ 125	\$ 346	\$ 442	\$ 434	\$ 426	\$ 418	\$ 409	\$ 401
8) Less: Planned Property Tax Mitigation (Reduction)	-	-	(125)	(346)	(304)	(191)	(71)	-	-	-
9) Net Taxpayer Impact: December 4 Debt Exclusion (Median Tax Bill)	\$ -	\$ -	\$ -	\$ -	\$ 138	\$ 243	\$ 355	\$ 418	\$ 409	\$ 401



Chapter 6: Bringing It All Together- Net Taxpayer Impact of Past and Proposed Debt Exclusion Projects after Use of Capital Stabilization Fund Mitigation

- The following table presents the net taxpayer impact for a home of median value (\$831,000 in FY17) for both existing and new excluded debt (lines 1+7 from previous slides).
- The Net Taxpayer Impact for Existing and December 4 Projects include existing excluded debt (line 1 from previous pages) plus the Fire Station, Hastings and Lexington Children's Place (line 7 from previous pages), less the related Taxpayer Mitigation/Reduction (lines 2+8 from previous pages).

Rows from
Previous
Slides

	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
(1+7) Total Excluded Debt Service Component of Property Tax Bill (Existing & Dec 4 Projects)	\$ 589	\$ 795	\$ 986	\$ 1,218	\$ 1,245	\$ 1,209	\$ 1,163	\$ 1,040	\$ 1,015	\$ 990
(2+8) Less: Planned Taxpayer Mitigation (Reduction)	\$ -	\$ (145)	\$ (230)	\$ (368)	\$ (304)	\$ (191)	\$ (71)	\$ -	\$ -	\$ -
Net Taxpayer Impact Existing and Dec.4 Projects	\$ 589	\$ 650	\$ 756	\$ 850	\$ 940	\$ 1,018	\$ 1,092	\$ 1,040	\$ 1,015	\$ 990

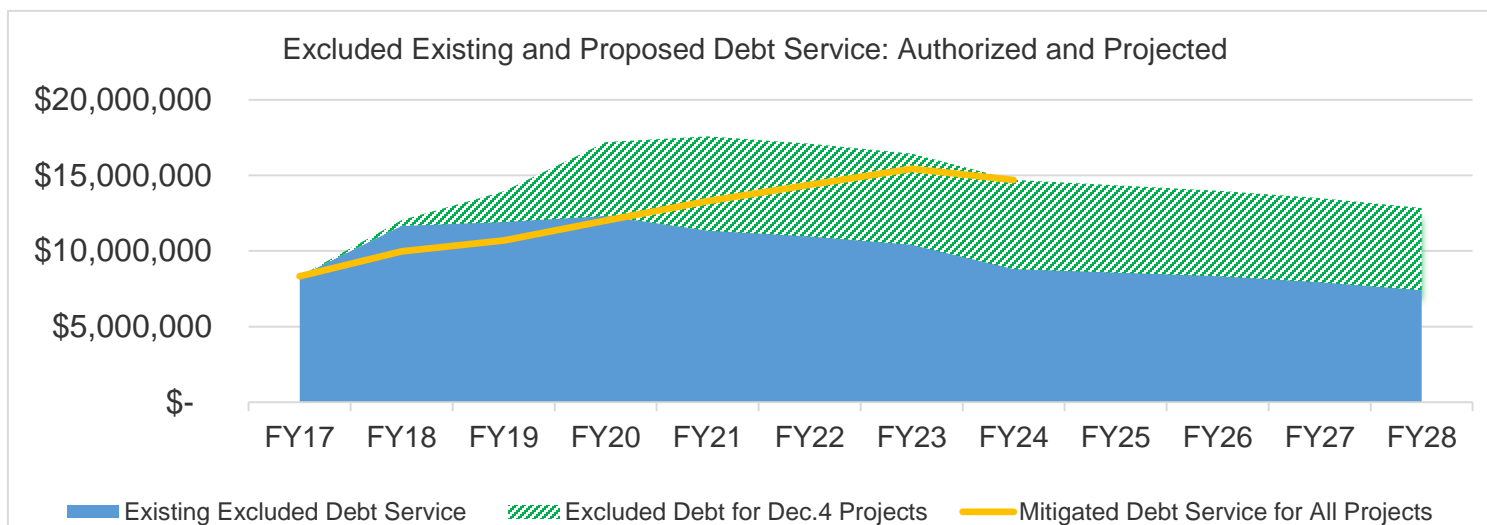


Chapter 7: Graphic Presentation of Existing and Proposed Excluded Debt Service and Tax Mitigation of Capital Stabilization Fund

- The table and graph below illustrate the annual amount of existing and new excluded debt service that the Town will be obligated to pay if all three projects are approved in the December 4th referendum.

	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Existing Excluded Debt Service	\$ 8,330,185	\$12,383,535	\$12,172,163	\$12,318,167	\$11,340,097	\$10,951,272	\$10,412,685	\$ 8,798,097	\$ 8,563,840	\$ 8,327,434	\$ 7,937,803	\$ 7,413,539
New Excluded Debt Service for Dec 4 Projects	-	-	1,765,004	4,891,351	6,252,840	6,136,202	6,019,564	5,902,926	5,786,288	5,669,650	5,553,012	5,436,374
Total Excluded Debt Service	\$ 8,330,185	\$12,383,535	\$13,937,168	\$17,209,517	\$17,592,936	\$17,087,473	\$16,432,248	\$14,701,023	\$14,350,128	\$13,997,084	\$13,490,815	\$12,849,913
Less: Planned Gross Tax Mitigation	\$ -	\$ (2,400,000)	\$ (3,250,000)	\$ (5,200,000)	\$ (4,300,000)	\$ (2,700,000)	\$ (1,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Mitigated Debt Service for All Projects	\$ 8,330,185	\$ 9,983,535	\$10,687,168	\$12,009,517	\$13,292,936	\$14,387,473	\$15,432,248	\$14,701,023	\$14,350,128	\$13,997,084	\$13,490,815	\$12,849,913

- The shaded area above the yellow line represents the amount of proposed debt service to be paid from the Capital Stabilization Fund that, in turn, will not be billed to the taxpayer.





Chapter 8: Total Tax Bill Analysis

- Row J of the following table summarizes the total projected tax bill for a home of median value for base property taxes (row A); existing (row B) and new (row H) excluded debt service; and the property tax mitigation applied from the Capital Stabilization Fund (row I).
- Beginning in FY24 the increase in the tax bill compared to the prior year is less than 2.5% (row L) due to excluded debt service declining by more than 2.5% per year. The decline in excluded debt service is attributable to declining interest payments and retirement of existing debt.

Tax Bill for Home of Median Value (\$831,000)

	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
A) Base Property Tax Bill + CPA Surcharge (2.5% increase annually)	\$ 11,770	\$ 12,065	\$ 12,369	\$ 12,681	\$ 12,999	\$ 13,326	\$ 13,660	\$ 14,000	\$ 14,348	\$ 14,706
B) Component of Property Tax Bill Attributable to Existing Excluded Debt	\$ 589	\$ 795	\$ 861	\$ 872	\$ 802	\$ 775	\$ 737	\$ 622	\$ 606	\$ 589
C) Total Tax Bill with Existing Excluded Debt	\$ 12,359	\$ 12,860	\$ 13,230	\$ 13,553	\$ 13,801	\$ 14,101	\$ 14,397	\$ 14,622	\$ 14,954	\$ 15,295
Additional Excluded Debt for December 4 Projects:										
D) Fire Station with Swing Space	\$ -	\$ -	\$ 53	\$ 116	\$ 114	\$ 112	\$ 110	\$ 108	\$ 106	\$ 103
E) Hastings-net of MSBA funding	-	-	34	153	253	248	243	239	234	229
F) Lexington Children's Place	-	-	38	77	76	74	73	71	70	68
G) Total Projects on December 4 Debt Exclusion	\$ -	\$ -	\$ 125	\$ 346	\$ 442	\$ 434	\$ 426	\$ 418	\$ 409	\$ 401
H) Total Tax Bill including Dec 4th Projects	\$ 12,359	\$ 12,860	\$ 13,355	\$ 13,899	\$ 14,244	\$ 14,535	\$ 14,823	\$ 15,040	\$ 15,363	\$ 15,696
I) Less: Total Property Tax Mitigation from Capital Stabilization Fund	-	(145)	(230)	(368)	(304)	(191)	(71)	-	-	-
J) Tax Bill After Property Tax Mitigation- Including Dec 4 Projects	\$ 12,359	\$ 12,715	\$ 13,125	\$ 13,531	\$ 13,939	\$ 14,344	\$ 14,752	\$ 15,040	\$ 15,363	\$ 15,696
K) \$ Change from Prior Year (Total Property Tax Bill)		\$ 356	\$ 410	\$ 406	\$ 409	\$ 404	\$ 408	\$ 288	\$ 323	\$ 333
L) % Change from Prior Year (Total Property Tax Bill)		2.9%	3.2%	3.1%	3.0%	2.9%	2.8%	2.0%	2.1%	2.2%

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Review and Approve FY2017 Board of Selectmen Annual Report Submission (5 min.)

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

I.6

SUMMARY:

Review and approve Board of Selectmen's FY17 Annual Report.

Draft will be provided prior to Monday night's meeting.

SUGGESTED MOTION:

Move to approve the Board of Selectmen's FY17 Annual Report, as presented.

FOLLOW-UP:

BOS Office

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

7:55 p.m.

ATTACHMENTS:

Description

Type

❏ 2017 Board of Selectmen Submission for Town Report

Backup Material

Board of Selectmen

Five members elected by the voters at large to overlapping 3-year terms: Chairman Suzanne E. Barry, Vice Chairman Michelle L. Ciccolo, Peter C.J. Kelley, Douglas M. Lucente and Joseph N. Pato. Norman P. Cohen did not run for re-election after serving 9 years and Mr. Lucente was elected to the Board along with the reelection of Ms. Ciccolo in the March 2017 election.

Staffing changes: in November of 2016, Lynne Pease, Executive Clerk for the Board of Selectmen retired after 21 years of service to the Town. Ms. Donna McIntosh was named Office Manager/Executive Clerk in November 2016. Ms. Kim Katzenback was named municipal assistant to the Executive Clerk in January 2017 and Ms. Kim Seibert was named Recording Secretary to the Board of Selectmen in August 2016.

The Board of Selectmen is committed to balancing all the interests of Lexington and continuing to ensure the Town remains a strong, diverse and healthy community.

Fiscal Matters

Lexington continued to maintain its positive financial standing. Property tax revenues rose due to new growth in both the residential and commercial sectors. Home prices have continued to rise rapidly during the year, and the housing market continues to be robust. Residential property values, however, grew faster than commercial values shifting some property tax burden from commercial to residential payers for the third year in a row. As a result, the Selectmen maintained the split tax-rate factor at its maximum to soften the impact on residential tax-payers. We have maintained our Aaa rating from our bond agencies, and our cost of debt is very low. The Selectmen kept their goal to have no operating overrides. The Selectmen have continued their policy to set aside a portion of revenues in a fund that would be used to reduce the impact of excluded debt and to support capital projects.

Land acquisition and Use

At a September 2016 Special Town Meeting, members authorized the acquisition of 171-173 Bedford Street, the former Liberty Mutual property. Pending a successful debt exclusion vote in the fall of 2017, the property would be remodeled to serve as Fire Station Swing Space while Fire Headquarters is rebuilt at 45 Bedford Street.

Capital Planning

The Board continues to address the issues of maintaining and improving infrastructure, including, but not limited to, our roads, water and sewer systems, parks and fields and buildings. The Ad Hoc Center Streetscape Design Review Committee presented its final report evaluating and making recommendations on the various design elements (excluding engineering items related to traffic) for the Center Streetscape Project.” to the Board in January 2017. The Board reviewed the report and asked for a revised 25% design from the consultant based upon the Board’s feedback and recommendations. Special Town Meeting 1 in March of 2017 approved design funds for Fire Station Swing Space at 173 Bedford Street, design funds for a new Fire Headquarters at 45 Bedford Street and design funds for Lexington Children’s Place (the School Department’s State mandated preschool) at 20 Pelham Road. Design work also continued on a new Hastings Elementary School. It is anticipated that the Hastings School project, Fire Headquarters/Fire Swing space and Lexington Children’s Place projects will come before the voters in a debt

exclusion vote in the Fall of 2017. In June of 2017, the Board voted to increase the fees at Westview Cemetery for the first time since 2005 to bring them in line with surrounding communities and as a means to help offset the cost of building a new maintenance building at the Cemetery; Town Meeting approved design funds for the new Westview Cemetery building at the 2017 Annual Town Meeting.

Community Engagement

Communication to and from the Board is an ongoing priority of the Board. All Board members maintain office hours; a time set aside to meet with residents about issues or concerns they may have. For the third year in a row, the Board participated in the annual Discovery Day event as part of their community outreach program. Board members also spoke at various town and civic related groups over the course of the year. The Board evaluated over 60 potential goals at their annual goal setting meeting for the year that were submitted by members of the Board, staff, and Boards and Committees; ultimately the list was narrowed to 17 priority goals for the Board to focus on. In February 2017, the Board heard the final report and recommendations from the 2020 Vision Committee's Subcommittee on Asian Communities which had been charged with identifying lessons that can be learned regarding increasing inclusion of residents of Asian ancestry from communities across the U.S.A. that have proportionally higher Asian population.

Sustainability

Several sustainable initiatives came to fruition as a result of the Board's commitment to sustainability and the Sustainable Lexington Committee's hard work. In October of 2016, State Representative Jay Kaufman and representatives from MASS DOT visited the Board to indicate their desire for a proposed solar installation on the sound barrier that runs along route 128/95 in Lexington. If the project is successful, it is believed to be the first of its kind in the United States; there are several such installations in Europe. In February 2017, the Board voted to support Community Choice for Electricity; the program is expected to begin in July 2017. In February of 2017, the Board also supported the Town taking part in a pilot study with National Grid and the Home Energy Efficiency Team (HEET) to identify high volume gas leaks in Lexington. The ribbon cutting for the ground-mounted solar installation and solar canopies project on a portion of the Hartwell Avenue Composting Facility took place in May of 2017. In June of 2017, the Board indicated its support for joining the group of communities, cities, states, and companies that have committed to maintain their climate action initiatives and meet the terms of the accord Paris Climate Accord. The Board signed the open letter hosted by wearestillin.com affirming the intention. In doing so, Lexington joined hundreds of communities nationwide in making this declaration.

Traffic/Parking

Traffic continues to be an ongoing concern and is one of the top three items that residents speak to the Board about. In February of 2017, the Board adopted a new Payment In Lieu of Parking Policy (PILOP) that provides criteria and a calculation for determining parking mitigation when the required number of parking spaces for a proposed project is not provided, resulting in increased pressures on the Town's supply of public parking. Following Town Meeting's adoption at the Annual Town Meeting in March of 2017 of State Law allowing the Town to lower the speed limit to 25 mph on non-posted town owned roads, the Board voted to approve new signage to be displayed at the various entryways to town indicating this change.

Committed to Respect and Inclusivity

The Board remains committed to a peaceful resolution of differences and remains dedicated to open and honest communication/dialogue as a way to promote respect, understanding, acceptance and inclusion for all. The Board signed a joint letter with the Human Rights Committee condemning a hate crime that had taken place in the community in July of 2016. In February of 2017, the Board signed an Inclusivity Proclamation in response to an environment with an increase in bias, hate speech, bigotry and violence. Following a hate crime incident that took place at Lexington High School in May of 2017, the Board joined the School Committee, Town Manager and Superintendent of Schools in condemning the incident.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Sign Eagle Scout Letter - Matthew T. Stevens (5 min.)

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

I.7

SUMMARY:

The Board is being asked to sign a letter of commendation congratulating Matthew T. Stevens of Troop 160 for attaining the highest rank of Eagle in Boy Scouting

SUGGESTED MOTION:

Motion to send a letter of commendation congratulating Matthew T. Stevens of Troop 160 for attaining the highest rank of Eagle in Boy Scouting.

FOLLOW-UP:

Selectmen's office

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

8:00 p.m.

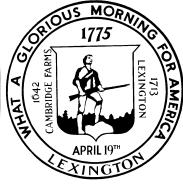
ATTACHMENTS:

Description

Type

□ Eagle Letter - M. Stevens

Backup Material



Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

SUZANNE E. BARRY, CHAIRMAN
PETER C.J. KELLEY
JOSEPH N. PATO
MICHELLE L. CICCULO
DOUGLAS M. LUCENTE

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

November 27, 2017

Matthew T. Stevens

Dear Matthew,

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

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

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

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

Sincerely,

Suzanne E. Barry, Chairman

Peter C. J. Kelley

Joseph N. Pato

Michelle L. Ciccolo

Doug M. Lucente

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Town Manager Appointment (5 min.)

PRESENTER:

Carl F. Valente, Town Manager

ITEM NUMBER:

I.8

SUMMARY:

A vote is requested for this agenda item.

The Town Manager is requesting that the Board approve the appointment of Mr. James Athens to the Youth Commission. Mr. Athens will fill the vacant position left by Doug Lucente. Mr. Athens term will expire April 2018. The appointment is contingent upon completion of his ethics training.

SUGGESTED MOTION:

Move to approve the Town Manager's appointment of James Athens to the Youth Commission.

FOLLOW-UP:

Town Manager's Office.

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

8:05 p.m.

ATTACHMENTS:

Description	Type
❏ James Athens Application - Youth Commission	Backup Material

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

Board/Committee of Interest: 1. Youth Commission 2. _____
3. _____ 4. _____

Would you consider another Committee: _____

For how long should we keep your application on file? 6 months

Full Name: James Athens Nickname: _____

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

Home Address: _____ Zip: _____

Length of Residence in Lexington: 30 years

Occupation: Teacher

Work Address: _____

Phone: Home _____ Work _____ Fax _____

Cell _____

E-mail: Primary: _____ Secondary: _____

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

Special Training, Interests, Qualifications: Mass teaching license,

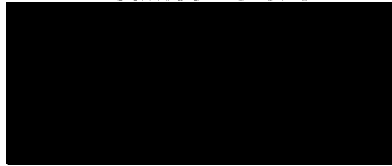
Have you been asked by a Committee to become a member? Yes

How did you hear about the Committee? Word of mouth

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

Signature: _____ Date: 10/20/17

James Athens



Education

Regis College
Weston, MA

- Master of Arts in Teaching Special Education 01/2012 – 04/2016

Westfield State University
Westfield, MA

- Bachelor of Science - Physical Education 9/2005 - 12/2009
- Co-Captain Men's Club Lacrosse
- Intramural Referee and Umpire for Men's and Women's athletics

Certifications

- Massachusetts Physical Education Teacher License (PreK-8)
- Massachusetts Physical Education Teacher License (5-12)
- Massachusetts Health/Family and Consumer Sciences License
- American Red Cross Lifeguard, CPR, First Aid, AED Certified

Experience

Physical Education Teacher

08/2011 – 06/2012

Clarke Middle School

Lexington, MA

- Instruct classroom students and team groups in proper exercise and movement techniques
- Establish and maintain standards or conduct of exercise and movement techniques
- Document attendance grades and behavior
- Organize and develop age appropriate unit and lesson plans
- Teach students vital strategies for achieving and maintaining good body health
- Evaluated student fitness potential and progress
- Oversee activities and exercises to ensure safe movements and equipment use
- Encouraged students to participate in team sports to further enhance fitness levels
- Suggested exercise modifications to students to meet their needs
- Design classes to match the skill and learning levels of all participants
- Middle School track coach
- Assistant LHS football coach
- Lead after school strength and conditioning programs and intramural sports

Instructional Assistant

08/2011 – 06/2012

Clarke Middle School

Lexington, MA

- Supported three ILP (Intensive Learning Program) students in core and elective classes
- Effectively implemented various behavior plans targeting pro-social behaviors such as appropriate tone of voice, body language, social pragmatics, etc
- Conducted regular meetings with special education staff to discuss academic, social, and emotional concerns relating to students' IEP goals
- Responsible for observing individual students in classroom activities to provide safe and positive environment
- Liaison for METCO tutoring program
- Assistant track coach
- Led various after school strength and conditioning programs and intramural sports

Physical Education Teacher

09/2010 - 06/2011

Cheverus School and St. Patrick's Academy

Malden, MA and Providence, RI

- Organized and developed age appropriate unit and lesson plans
- Designed and integrated games that encourage active participation and teamwork
- Created successful "Winter Olympic" unit involving all grades
- Ensured a safe, positive, and healthy learning environment for students
- Students grades K through 9

Hayden Recreation Centre

03/2010 – 09/2014

Lexington, MA

Adventure and Trip Camp Director

- Summers 2010, 2011, and 2012
- Provide instruction for over 25 campers in activities such as rock climbing, rowing, kayaking, snorkeling, hiking, and canoeing
- Campers ages 11-14

Part-time Swim Instructor

- Teach students a variety of swimming strokes, concepts, and safety topics
- Ages 4-13

Part-time Supervisor of Hayden After School Program

- Supervised children and provided structured games and activities
- Ages 4-12

Physical Education Practicum

09/2009 - 12/2009

William J. Dean Technical High School

Holyoke, MA

- 270+ hours of teaching high school Physical Education
- Responsible for class development, unit and lesson plans

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Selectmen - Committee Appointments/Resignation (5 min.)

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

I.9

SUMMARY:

The Board is being asked to appoint Robert Avallone to the Communications Advisory Committee for a term to expire September 30, 2020.

The Board is being asked to appoint the following to the Historic Districts Commission Ad Hoc 40C Study Committee: Anne Eccles, Marilyn Fenollosa, Susan Bennett, Dan Fenn Jr., and Lester Savage.

The Board is being asked to accept the resignation of Richard Crogan, Town Celebration Committee. The Board extends its thanks and appreciation to Mr. Crogan for his time and effort in serving the Lexington community.

SUGGESTED MOTION:

Move to appoint Robert Avallone to the Communications Advisory Committee for a term to expire September 30, 2020.

Move to appoint Anne Eccles as the Historic Districts Commission representative to the Historic Districts Commission Ad Hoc 40C Study Committee.

Move to appoint Marilyn Fenollosa as the Historical Commission representative to the Historic Districts Commission Ad Hoc 40C Study Committee.

Move to appoint Susan Bennett to the Historic Districts Commission Ad Hoc 40C Study Committee.

Move to appoint Dan Fenn Jr. to the Historic Districts Commission Ad Hoc 40C Study Committee.

Move to appoint Lester Savage to the Historic Districts Commission Ad Hoc 40C Study Committee.

Move to accept the resignation of Richard Crogan from the Town Celebrations Committee.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

8:10 p.m.

ATTACHMENTS:

Description	Type
▣ Application - CAC - R. Avallone	Backup Material
▣ Application - HDCAD Hoc 40C - A. Eccles	Backup Material
▣ Application - HDCAD Hoc 40C - M. Fenollosa	Backup Material
▣ Application - HDCAD Hoc 40C - S. Bennett	Backup Material
▣ Application - HDCAD Hoc 40C - D. Fenn	Backup Material
▣ Application - HDCAD Hoc 40C - L. Savage	Backup Material
▣ Resignation - R. Crogan - TCC	Backup Material



APPLICATION FOR APPOINTMENT
FOR BOARD/COMMITTEE MEMBERSHIP

Board/Committee of Interest: 1. Communications (CAC) 2. _____
3. _____ 4. _____

Would you consider another Committee: Possibly

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

Full Name: Robert M. Avallone Nickname: Bob

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

Home Address: 21 Constitution Road Zip: 02421

Length of Residence in Lexington: 21

Occupation: Software Engineer

Work Address: _____

Phone: Home _____ Work _____ Fax _____
Cell _____

E-mail: Primary: _____ Secondary: _____

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

Special Training, Interests, Qualifications: Technology, Networks, Internet, Media

Have you been asked by a Committee to become a member? I am talking to the Chairman of CAC.

How did you hear about the Committee? Town Website

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

Signature: _____ Date: _____

RESUME OF ROBERT M. AVALLONE

PROFESSIONAL SYNOPSIS

- Accomplished Information Technology software developer with 20+ years of experience as project leader, systems analyst, and programmer/analyst.
- Skillfully performed new system development in addition to enhancement and support of existing systems.
- Excel in all phases of the development life cycle including systems analysis, functional/technical design, coding, unit, system/acceptance testing, documentation, and installation.
- Demonstrated ability to provide individual or group training.

CORE COMPETENCIES

Operating Systems Languages

Windows, MS-DOS
Visual C#, Visual Basic .Net, ASP.Net 2010 to 2003, Silverlight 3.5, WCF Services, Perl, ASP, Visual InterDev, HTML, COBOL, JavaScript, JQuery, Ajax, Silverlight

Databases

MS SQL Server 2012 to 6.5, MS Access 2010 to 2.0, Oracle, Pervasive 9

Report Writers

Active Reports, SQL Reporting Services, Crystal Reports

Installers

Install Shield, Wise Installer Express, Visual Studio Installer

Third Party Controls

Component One .Net Controls, Infragistics NetAdvantage Controls, Spread OCX, Telerik controls

Source Control

Subversion, Perforce, Source Safe

Other Tools

Toad for Oracle, XML, ODBC, OLE, Active X DLLs, Active Controls, Oracle SQL Plus, MS Word, MS Excel

Business Applications

Transportation, Health Care, Aviation, Banking, Fund Accounting, Financial, Order Processing, Inventory Control, Insurance, Manufacturing, Field Service, Medical, Sales Management and Sales Commission, Direct Mail, Construction, Contact Management, Dry Cleaning, Restaurant, Retail

EDUCATION

Boston University, Boston, Massachusetts
M.A.S. Computer Science, Metropolitan College
B.A. Mathematics, College of Liberal Arts

CERTIFICATION

Clark University Computer Career Institute
Client/Server Development Certification Program

RESUME OF ROBERT M. AVALLONE

PROFESSIONAL HISTORY

Independent IT Consultant/Founder/Owner
MetaPro Systems Services, Lexington, MA

2012 to Present

Autotool LLC.	Barnstead NH	2016	Present
----------------------	---------------------	-------------	----------------

- Designed and developed an application for use in providing Request for Quotes (RFQs) support in the Contract Manufacturing industry.
- Used Visual Studio 2015 with C# code and Microsoft Access 2007 as a database.

Used Visual Studio 2015 with C# code and Microsoft Access 2007 as a database.

The Center for Health Information and Analysis (Commonwealth of Massachusetts)	Boston MA	2012 to Present
---	------------------	------------------------

Converted several applications from Visual Basic 6.0 to Visual Basic.Net 2010. Maintained and enhanced these applications. These applications accepted feeds from hospitals in Massachusetts with data concerning in-patient, emergency and outpatient visits, validated the data, reformatted it and wrote it to SQL Server databases.

- The front end was written in Silverlight.
- The back end was written using a Windows Service application.
- The data access was through WCF Services.
- The database was Microsoft SQL Server 2012.
- Reports were written in Crystal Reports.

Superior Sealcoat	Andover MA	(2012)
--------------------------	-------------------	---------------

- Converted an application that allows client to maintain its customers and proposals.
- Converted the application from Visual Basic.Net 2003 to 2010.
- Convert database from Access 2003 to Access 2010
- Added capability to Email proposals.

Software Engineer/Contractor
Stinger Ghaffarian Technologies Inc./URS Federal Services,
Cambridge, MA

2006-2012

US Department of Transportation

Served as software engineer/contractor under two separate staffing companies: URS Federal Services (2006-2011) and Stinger Ghaffarian Technologies Inc. (2011-2012)

- Developed new pages and modified existing pages for web sites of the Federal Motor Carrier Safety Administration (FMCSA). Used Visual Studio 2010 with C# code, Jscript, and JQuery. Accessed data with MS SQL Server 2008 using stored procedures, Linq to SQL, and Linq to Entities as well as to an Oracle database through web services calls written in Java.

RESUME OF ROBERT M. AVALLONE

- Developed a new application for the National Highway Traffic Safety Administration (NHTSA) for use by researchers in conducting surveys on tire pressure monitoring. Developed a Web Forms application using ASP.Net 2008 with C# code and AJAX controls. Interfaced with an Oracle database. Used Toad for Oracle to maintain the data.
- Converted several applications from Win Forms to Web Forms using ASP.Net 2008 with C# code and AJAX controls with an Oracle database.
- Wrote an application using Silverlight to determine primary direction of force for vehicle crashes.
- Developed a new application for FMCSA to help inspectors enforce rules regarding hours of operations for drivers of property and passenger vehicles. Used graphics to create graphs showing drivers activity over time along with violations and other events. Used Print Preview Dialog to create reports. Used Visual Studio 2008 with C# code for this Win Forms application. The input data was from text files. Used XML for data storage.
- Designed and developed a Web Forms application written in ASP.NET 2005 using C# code and Java Script. Supported MS Server SQL 2000 database. Coordinated with application users to define requirements. Led a developer in this effort.
- Served as team member in converting a regional Win Forms to a centralized Web Forms application. Wrote new application in ASP.Net using Visual Basic code. Designed and modified pages and modules. Interfaced with Web Services. Used Infragistics AJAX-enabled controls with SQL Server 2005 database. Designed and developed reports using SQL Server Reporting Services.
- Completed design and development of an application written in Microsoft Access. Replaced a DOS-based application written in Clipper with this application. Used VBA and Access 2003 to add functionality to this application. Wrote complex Access reports. Wrote a user guide; and designed and presented a training class for the users.
- Built a SQL Server 2000 database application that processed a knowledge base and used Word Automation to create documents. Built intelligence into this tool to create documentation for a knowledge base. Used C# code behind for this Windows .Net 2005 application.

Software Engineer

Applications Systems Corporation, Boston, MA

2005 - 2006

- Developed an employee time management application.
- Wrote portions of a Point of Sale (POS) application.
- Converted modules from Visual Basic 6.0 to .Net.
- Converted and enhanced an install package using InstallShield Professional 11.5 install script.
- Contributed technical advice regarding .Net and related technologies.

Environment: Visual Basic .Net with a Pervasive database for Windows applications

Independent IT Consultant/Founder/Owner

MetaPro Systems Inc., Lexington, MA

1988 - 2005

Bertucci's, Northboro, MA (2005)

- Designed and developed a Win Forms application that processed customers' comments from the client's Web site.
- Tracked and linked comments to customers and automated email messaging.
- Developed using VB.NET and SQL Server for this application.

Craftsman Data Systems, Bedford, MA (2005)

- Converted a Win Forms dry cleaning application from Progress to Visual Basic .NET using MySQL.
- Acted as a consultant on .NET and Visual Basic best practices.
- Restructured the projects, developed custom controls, and reduced the number of lines of code.

RESUME OF ROBERT M. AVALLONE

Superior Sealcoat, Andover, MA (2004 – 2005)

- Designed, created, and implemented a Win Forms project in Visual Basic .Net with an MS Access database that allowed client to maintain its customers and proposals.
- Added faxing capability to application.
- Generated a cover page and faxed a document on a schedule to multiple recipients in this application.

Computer World, Wellesley, MA (2004 – 2005)

- Developed a Web Forms intranet contact management system.
- Wrote Visual Basic code in ASP.NET.
- Maintained MS SQL Server database and Infragistics grid.

Beacon Hill Roll Call, Brookline, MA (2004 – 2003)

- Modified an existing MS Access 2000 database to create Word documents and email them using automation.
- Fixed reports that were failing to complete.

Uniforms for America, Watertown, MA (2003 – 2002)

- Created an online store for a retail store using a product call Storefront 6.0. This product generated ASP.NET code and used a SQL Server 2000 database.
- Wrote custom code using ASP.NET (VB) and SQL Server 2000.

Monster.Com, Maynard, MA (2000 – 2001)

- Served as team member converting a source control system from Source Safe to Perforce.
- Trained and supported 150 users in the use of Perforce.
- Developed tools to automate the process of administering and using Perforce.
- Used Perl, VB and ASP.

VOLUNTEER HISTORY

Lexington Town Meeting Positions

2010 – Present Town Meeting Member Precinct 8

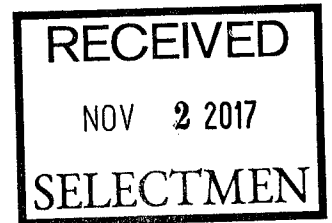
2012 – Present Webmaster for Town Meeting Members Association

2016 Precinct 8 Chair

2011 Precinct 8 Chair

2010 Precinct 8 Vice Chair

APPLICATION FOR APPOINTMENT
FOR BOARD/COMMITTEE MEMBERSHIP



Board/Committee of Interest: 1. HDC 40C Ad Hoc 2. Historic Districts Commission represent
3. _____ 4. _____

Would you consider another Committee: No

For how long should we keep your application on file? 3 months

Full Name: Anne Laurin Eccles Nickname: _____

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

Home Address: 49 Parker Street, Lexington, MA Zip: 02421

Length of Residence in Lexington: 32 years

Occupation: Landscape Designer

Work Address: 49 Parker Street

Phone: Home _____ Work _____ Fax _____
Cell _____

E-mail: Primary: _____ Secondary: _____

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

Special Training, Interests, Qualifications: _____

Have you been asked by a Committee to become a member? HDC 40C Ad Hoc

How did you hear about the Committee? Smie Barry

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

Signature: Anne Laurin Eccles Date: 1 November 2017



Anne Laurin Eccles is a graduate of Harvard University's Landscape Institute and a member of the American Society of Landscape Architects. She received her MLA from Edinburgh University and BS from UCLA.

She is NOFA accredited for sustainable site design , a member of APLD & NELDHA. She is a certified arborist, and principal of ALE Land Design.

Anne Eccles is the author of several books and has written for a number of magazines and newspapers. She is a faculty member at the Boston Architectural College. She has completed many private landscapes, including a LEED Certified Gold residential landscape in 2008.



RECEIVED

OCT 26 2017

SELECTMEN

APPLICATION FOR APPOINTMENT
FOR BOARD/COMMITTEE MEMBERSHIP

Board/Committee of Interest: 1. **HDC 40C Ad Hoc** — *Historical Commission Representative*
2. _____
3. _____ 4. _____

Would you consider another Committee: _____

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

Full Name: **Marilyn Fenollosa** Nickname: _____

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

Home Address: **10 Marshall Road** Zip: **02420**

Length of Residence in Lexington: **34 Years**

Occupation: **Retired attorney**

Work Address: _____

Phone: Home _____ Work _____ Fax _____
Cell _____

E-mail: Primary: _____ Secondary: _____

If you currently serve on a Board or Committee, please identify: **Historic Comm, CPC**

Special Training, Interests, Qualifications: **Please see attached**

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

How did you hear about the Committee? **HDC, BOS**

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

Signature:  Date: **10/26/17**

Statement for Application for Membership on the HDC 40C Ad Hoc Study Committee

I have been interested in Lexington preservation since moving to Town in 1984, first with the restoration of our house on Parker Street, in the Historic District, and later through my membership on the Lexington Historical Commission (since 1994) and on the Historic Districts Commission (2007 - 2016). In my capacity as an HDC member, I became acutely aware of many of the discrepancies between Lexington's governing statute (Chapter 447, Special Acts of 1956, as amended) and the statute governing the large majority of Massachusetts cities and towns (MGL Chapter 40C). Accordingly, I suggested that an ad hoc committee be formed to study these discrepancies and conduct a survey of those other cities and towns which have changed to 40C, or remained "Special Act" HDCs, to understand their experiences and determine whether such a change would be appropriate for Lexington. I would be pleased to be a part of this study and believe I could add significant value to the ad hoc committee based on my knowledge of the two statutory schemes and actual experience with HDCs in the Commonwealth.

I have a Juris Doctor degree from New York University and a Masters Degree in Historic preservation from Boston University, and have worked at the statewide preservation organization (Historic Massachusetts Inc., now known as Preservation Massachusetts) and the National Trust for Historic Preservation as their regional attorney for the Northeast. Although retired, I continue to be fully engaged in statewide and local preservation efforts.

Thank you.

Marilyn Fenollosa
10 Marshall Road

RECEIVED

OCT 31 2017

SELECTMEN

APPLICATION FOR APPOINTMENT
FOR BOARD/COMMITTEE MEMBERSHIP

Board/Committee of Interest: 1. Historic District Commission Ad Hoc 40(c)
2. Study Committee
3. _____ 4. _____

Would you consider another Committee: _____

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

Full Name: Susan Bennett Nickname: _____

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

Home Address: 64 Bloomfield Street Zip: 02421

Length of Residence in Lexington: 22 yrs

Occupation: Director, Canterbury Shaker Village

Work Address: 288 Shaker Road, Canterbury, N.H. 03224

Phone: Home _____ Work _____ Fax _____

Cell _____

E-mail: Primar _____ Secondary: _____

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

Special Training, Interests, Qualifications: As former director of the Lexington Historical Society, I have appeared often before the HDC and am conversant with both the Lexington and State historic statute.

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

How did you hear about the Committee? Marilyn Frallosa

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

Signature: Susan Bennett Date: 10/31/17

Susan Bennett
64 Bloomfield Street
Lexington, MA 02421

Professional expertise:

- Non-profit administration and strategic planning, with a focus on historical organizations
- Archives, collections and exhibit management
- Project management for renovation, restoration and adaptive re-use of historic structures, including space planning, architectural and construction oversight, grant writing, fundraising, regulatory and legal issues

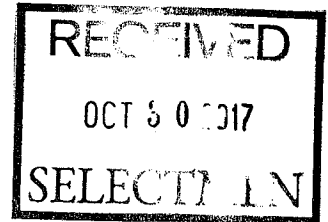
Work experience:

- 2017 – present - Executive Director, Canterbury Shaker Village, New Hampshire
 - Responsible for all aspects of the museum's operations, including finance, buildings oversight, interpretation, collections, programs and events;
 - Working with the Board and committees to develop a strategic focus for the future of the museum
- 2004-2017 – Executive Director, Lexington Historical Society, Massachusetts
 - Completed the adaptive re-use project for the Lexington Depot, oversaw the renovation and restoration of three Colonial structures: Buckman Tavern, the Hancock-Clarke House, Munroe Tavern
 - Strengthened the Society financially by retiring major debt, improving fundraising, and rationalizing use of assets
 - Assisted with re-invigorating the Board with new members, and an improved committee structure
 - Developed a year-round agenda of programs and events
 - Oversaw a complete reorganization of the archives and curatorial collections, including new and renovated facilities, creating catalogs and finding aids, embarking on a program of conservation and creating on-line, searchable databases
 - Recruited and funded staff with professional training to supplement a largely volunteer-driven organization
- 2000-2004 – Simmons College Archives Management program, served in various intern positions and as Archivist of the Bedford Historical Society
- 1996-2000 – Executive Director, Massachusetts Appleseed Center for Law and Justice, a non-profit law reform group
- 1987-1996 – attended and graduated from Yale Law School while raising two children, then volunteered in the Family Law Court in Middlebury, VT

- 1977-1987 – Aetna Life and Casualty, Hartford, CT – served in increasingly responsible executive positions until departing to attend law school

Education – Yale College, B.A. with major in American Studies, Yale Law School, J.D., Simmons College, M.L.S. Admitted to the Massachusetts Bar

APPLICATION FOR APPOINTMENT
FOR BOARD/COMMITTEE MEMBERSHIP



Board/Committee of Interest: 1. HDC Review 2. _____
3. _____ 4. _____

Would you consider another Committee: Yes

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

Full Name: Dan H. Fenn Jr Nickname: _____

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

Home Address: 59 Rotten Road Zip: _____

Length of Residence in Lexington: 6.5 years

Occupation: Teacher

Work Address: Harvard Kennedy School, Cambridge

Phone: Home _____ ork _____

Cell _____

E-mail: Primary: _____ ndary: _____

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

Special Training, Interests, Qualifications: Selectman, '93-'99. HDC (former)
ex President, Historical Society, Lexington Minute Man, 1988-

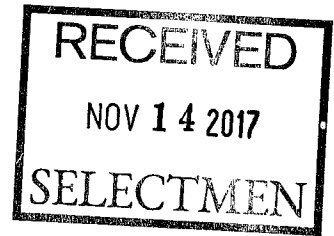
Have you been asked by a Committee to become a member? sort of

How did you hear about the Committee? Friends

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

Signature: Dan H. Fenn Jr Date: 10/26/17

APPLICATION FOR APPOINTMENT
FOR BOARD/COMMITTEE MEMBERSHIP



Board/Committee of Interest: 1. HDC 40 C committee 2. _____
3. _____ 4. _____

Would you consider another Committee: _____

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

Full Name: LESTER E. SAVAGE III Nickname: LES

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

Home Address: 6 BERWICK ROAD Zip: 02420

Length of Residence in Lexington: A LIFETIME

Occupation: RECTOR

Work Address: 9 MERIAM ST., LEXINGTON, MA 02420

Phone: Home _____ Work _____ Fax _____
Cell _____

E-mail: Primary: _____ Secondary: _____

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

Special Training, Interests, Qualifications: Involved with the Lexington Historical Society
and have familiarity with antique houses and the Historic Districts and
Historic Commission.

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

How did you hear about the Committee? ANN ECCLES

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

Signature: Lester E. Savage III Date: 11.7.2017



Richard Crogan

November, 14 2017

Dear Town of Lexington Selectmen,

It is with deepest regret that I find myself writing to inform you that I wish to resign from my position as a member of the Lexington Town Celebration Committee. It is with a heavy heart that I leave the position that I have performed for the last eighteen years, but due to other obligations I must resign as a voting member.

May I take this opportunity to thank you for the help, support, and opportunities The Town Celebration Committee is an extremely dedicated group of people who care about our town and I am proud to have worked with them all.

Should you require any additional information from me, do not hesitate to contact me.

Yours sincerely,

Richard Crogan
Richard Crogan

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Pine Grove Village Condo Conversion and CPA Grant Approvals (15 min)

PRESENTER:

Liz Rust, Regional Housing Services
Office

ITEM NUMBER:

I.10

SUMMARY:

A vote is requested for this agenda item.

The attached documents are related to the conversion of the Pine Grove Village units from a Cooperative to Condominiums. In order to maintain the units in this complex as affordable housing units, Town Meeting agreed to use CPA funds as a component of the refinancing plan.

These documents have been approved by Town Counsel.

SUGGESTED MOTION:

- Move to approve and authorize the Town Manager to sign the grant in the amount of \$1,032,000 for support of community housing and community housing preservation, rehabilitation, and restoration of sixteen affordable units on the land known as Pine Grove Village-Judges Road, Town of Lexington Assessors Map 57/9C.
- Move to approve and authorize the Town Manager to sign the: (a) Escrow Agreement; (b) Regulatory Agreement with the Lexington Housing Authority; and (c) Affordability Monitoring Services Agreement.

FOLLOW-UP:

Regional Housing Services Office will deliver agreements to the closing attorneys.

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

8:15 p.m.

ATTACHMENTS:

Description	Type
📎 Pine Grove Closing Memo	Backup Material
📎 Pine Grove Village Agenda	Backup Material
📎 S&U Nov. 15 2017	Backup Material
📎 Pine Grove - Escrow Instructions Letter	Backup Material
📎 Lexington-LHA CPA	Backup Material
📎 PGV Affordability Monitoring Services Agreement	Backup Material
📎 PGV Rental Regulatory Agreement	Backup Material
📎 Pine Grove - Ownership Monitoring Package	Backup Material
📎 Pine Grove Village - AFHMP Final	Backup Material
📎 Pine Grove Village Lexington 40T prelim exemp. ltr.	Backup Material
📎 Draft - Pine Grove Village Affordability Trust	Backup Material



Regional Housing Services Office

Serving Acton, Bedford, Burlington, Concord, Lexington, Sudbury and Weston

141 Keyes Road
Concord MA 01742
(978) 287-1090

www.RHSOHousing.org
info@RHSOhousing.org

To: Lexington Board of Selectmen, Carl Valente, Lexington Town Manager
From: Elizabeth Rust
Re: Closing approval: Pine Grove Village, Lexington
Date: November 20, 2017

Pine Grove is a 40B co-op that received its Comprehensive Permit through the Housing Appeals Committee in 1976, and was financed through the MassHousing 13A program which has expiring affordable housing restrictions in 2019. The co-op consists of 5 low-income rental (to be sold to the Lexington Housing Authority) and 11 ownership units that are restricted to purchase by low/moderate income (80% or below) households.

The co-op association at Pine Grove, prompted by a need for resources for capital improvements, crafted a proposal to MassHousing which included the conversion of the co-op into a condominium addressing the financing requirements.

The Town, through the Selectmen, CPA and Town Meeting, agreed to assist the preservation of the affordable housing restrictions with \$1,032,000 of CPA funds. The Town funds will be used to purchase a perpetual affordable housing restriction on the 11 units, including resale restrictions, and to purchase and make capital improvements to the 5 rental units.

The conversion is also assisted by \$532,000 of preservation funding from MassHousing.

The details of this transaction are included in the attached Closing Agenda from MassHousing. After 18 months of work, the conversion is planned to close on 11/30.

In addition to providing the cash portion of the transaction, the following documents are presented for the Town vote and signature:

1. Escrow Instructions
2. CPA Grant to the Town funds to the Lexington Housing Authority
3. Regulatory Agreement between the Town and the Lexington Housing Authority
4. Affordability Monitoring Services Agreement with the Town as Monitoring Agent

Additional information is provided in this packet, specifically:

- Sources and Uses of the preservation
- Affirmative Fair Housing Marketing Plan
- Monitoring Guidebook



Last updated 11/16/2017

**PINE GROVE VILLAGE
MASSHOUSING OPPORTUNITY FUND GRANT**

CLOSING AGENDA

\$683,380 Opportunity Fund Grant
(including \$95,670 of previously disbursed funds)

\$1,032,000 from the Town of Lexington

\$84,473 Existing First Mortgage Loan Balance (as of 9/12/2017)
\$95,670 Existing Subordinate Loan Balance (as of 9/12/2017)

Section 13A Existing Subsidy
Condominium Conversion

Closing Date: November ____, 2017

Dial In: (877) 870-5858

Passcode: 551002

Development:	Pine Grove Village
Development Address:	1-16 Judges Road, Lexington, Massachusetts 02421
Registry of Deeds:	Middlesex South
Units:	16 total (5 residential rental and 11 homeownership units)
MassHousing Project No.	72-101
Current Owner:	Pine Grove Village Cooperative Corporation (f/k/a Pine Grove Village, Inc.)
Current Owner Address:	PO Box 6700, Holliston, Massachusetts 01746
Current Owner's Counsel:	Nixon Peabody - Jeffrey Sacks, Alex Rosso ("NP") 100 Summer Street, Boston, MA 02110
Consultant:	Viva Consulting - Laurie Gould ("LG")
Condominium:	Pine Grove Village Condominium
Condominium Counsel:	Gilmartin Magence LLP - Neil Golden ("NG") 376 Boylston Street, 6 th Floor, Boston, MA 02116
Trust:	Pine Grove Village Condominium Trust
Manager:	Alan Slawsby & Associates, Inc. - Claire McClennan ("AS") PO Box 6700, Holliston, MA 01746

Grantee: Lexington Housing Authority (Caileen Foley) (“LHA”)
1 Countryside Village, Lexington, MA 02420

Grantee’s Counsel: KJP Partners LLP - Kurt A. James (“KJ”)
155 Federal Street, Suite 1302, Boston, MA 02110

Municipality: Town of Lexington (“Town”)
1625 Massachusetts Avenue, Lexington, MA 02420

Town’s Counsel: Anderson & Kreiger LLP – Mina Makarious
50 Milk Street, 21st Floor, Boston, MA 02109

Town’s Contact/Consultant: Regional Housing Services Office - Elizabeth Rust (“LR”)
141 Keyes Road, Concord, MA 01742

DHCD: Michael Malamut (“DHCD”)
Department of Housing & Community Development
100 Cambridge Street, Suite 300, Boston, MA 02114

MassHousing Project Team (MH):

Loan Originator:	Kathleen Evans (MH-LO)
Loan Underwriter:	Bill Dunn (MH-LU)
Staff Attorney:	Carol McIver (MH-Legal)
	Casey Baines (MH-Legal)
Paralegal:	Keri Dailey (MH-Legal)

Distribution List: kevans@masshousing.com; wdunn@masshousing.com; cmciver@masshousing.com; cbaines@masshousing.com; kdailey@masshousing.com; jsacks@nixonpeabody.com; liz@rhsousing.org; lgould@vivaconsult.com; arosso@nixonpeabody.com; CFoley@lexingtonhousing.org; kjames@kjpartners.com; claire@slawsby.com; mina@andersonkreiger.com; ngolden@gmlawllp.com;

Agenda Note: Any item without responsible party listed has been added to the agenda by MassHousing and does not appear on the Borrower agenda.

MH #	Item	Party	Status/Comments
A. ORGANIZATIONAL DOCUMENTS			
1	Pine Grove Village Cooperative Corp. Org Docs: (a) Articles of Organization (b) By-laws (c) Written Consent with Plan of Liquidation	NP	Received – In file
2	Pine Grove Village Cooperative Corp. Status Certificates: (a) MA SOC Legal Existence and Good Standing Cert. (b) Treasurer’s Certificate	NP	(a) Received – In file (b) To be provided w/in 30 days of closing
3	Lexington Housing Authority Documents		See Item #32 below
B. CONDOMINIUM DOCUMENTS			
4	Declaration of Trust	NG	<i>Revised draft rec’d NG 10/23; MH comments sent 10/26; revision rec’d 11/8; under review</i> <i>Per BD, Exhibit A (scope of work) consistent with May 2017 CNA (see 10/25 emails)</i>
5	Proposed Condominium Rules and Regulations	AS	<i>Draft rec’d NG 10/11; no MH comments</i>

6	Master Deed	NG	<i>Revised draft rec'd NG 10/23; MH comments sent 10/26; revision rec'd 11/8; under review</i>
7	Unit Deeds with Riders restricting sale (11 HO units)	NG/LR	<i>Draft rec'd NG 10/11; no MH comments; revisions rec'd 11/8; under review</i>
8	Operating Budget and Condo Fee Calculations	LG/NG	<i>Draft rec'd 10/12; no MH comments</i>
9	Resale Price Certificate	LR/NG	<i>Drafts to LR for review 11/14; agreed as to form; to be dated as of closing</i>
10	Condominium Site Plan	NG	<i>Draft rec'd NG 10/11; no MH comments</i>
11	[Intentionally Deleted]	--	--
12	Resignation of Initial Trustee and Appointment of Successor Trustee	NG	<i>Draft circulated NG 10/12; no MH comments; revision rec'd 11/8; under review</i>
13	Master Insurance Certificates	NP	<i>In process</i>
C. AFFORDABILITY TRUST DOCUMENTS			
14	Affordability Trust	NP/KJ	<i>Draft rec'd 11/1; CGM comment sent 11/3; revision rec'd 11/8; under review</i>
15	Engagement Letter for Trust Administration	NP/KJ	
16	Schedule of Affordability Trust Interests	NP/LG	<i>Draft rec'd 11/1; no MH comments; to be updated for closing</i>
D. MASSHOUSING DOCUMENTS			
	Loan Approval		
17	Board Package	MH	Received – In file
18	Commitment Letter	MH	Received – In file
	Loan Documents		
19	Opportunity Fund Grant Agreement	MH/LHA	<i>Draft circulated CGM 11/3</i> <i>Request from LR 11/8 to see Exhibit A (Use of Grants Funds) when available</i>
20	Regulatory Agreement (11 HO units)	MH/Town	<i>Revised draft circulated CGM 11/3</i>
21	Affordability Monitoring Services Agreement	MH/Town	<i>Revised draft circulated CGM 11/3</i>
22	Non-Financial Mortgage (11 HO units)	LR/NG	<i>Draft circulated CGM 10/13; agreed as to form</i>
23	Discharge of Existing MassHousing Loan Documents	MH	<i>Draft circulated CGM 10/26; agreed as to form</i>
24	Affordable Housing Restriction Deed Rider		<i>Revised draft circulated CGM 10/31; recirculated 11/15 by LR</i>
	Funding & Misc. Documents		
25	Closing Requisition		<i>If needed</i>
26	IRS Form W-9		<i>Form sent 10/25</i>
27	Wiring Authorization Letter		<i>Form sent 10/25</i>
28	Disbursement Authorization		
28A	Payoff Letters: (a) MassHousing (b) CEDAC		<i>(a) Requested payoff as of 11/30</i> <i>(b)</i>
28B	Restructuring/Discharge of Existing Mortgages: (a) Unit 8 – Brookline Bank (Jo Lan Lee) (b) Unit 9 – Brookline Bank (Kamlesh & Uma Pandey) (c) Unit 10 – Lexington Savings Bank (Micheale Gold) (d) Unit 11 – Eagle Bank (Robert & Diana Wilson) (e) Unit 13 – Sun Real Estate Co. (Lei Gao & Ying Zhang)		<i>(a) To be discharged</i> <i>(b) Restructuring in progress</i> <i>(c) To be discharged (LHA unit)</i> <i>(d) Restructuring in progress</i> <i>(e) Determine if discharge/restructuring needed</i>
29	USDC Litigation:		<i>Received – In file; under review</i>

	(a) Complaint (b) Summary/Evaluation Letter (c) Travelers Insurance Coverage Analysis (9/20/2017)		
30	UCC/Tax Lien/Litigation Searches		Waived – See title policy
31	40B Comprehensive Permit Documents: (a) Comprehensive Permit (b) HAC Decision and Amendment		Received – In file
E. TOWN OF LEXINGTON DOCUMENTS			
32	Town Approval: (a) CPA Funding (b) Receipt of Grant Funds from MH (c) Final Vote	LR	(a)-(b) Received – In file (c) <i>Scheduled for 11/27</i>
33	Grant Agreement with LHA (CPA Funding, \$1,032,000)	LR	<i>Draft rec'd 10/18; no MH comments; need final</i>
34	Regulatory Agreement (5 Rental units)	LR/Town	<i>Revision rec'd 11/8; no MH comments; need final</i>
35	Affordability Monitoring Package	LR/Town	Received – In file
F. LEXINGTON HOUSING AUTHORITY DOCUMENTS			
36	Units Deeds to LHA (5 Rental units)	NG	<i>Drafts rec'd 11/8; under review</i>
37	Lease Agreements (5 Rental units)	LHA	
38	Rental Subsidy Documents: (a) Termination of Existing Contract w/ LHA as admin (b) New MRVP Contract w/ MBHP (c) DHCD Confirmation of Conversion of existing Section 8 units to MRVP-PBV units		(a)-(b) <i>Confirm to be handled post-closing</i> (c) Received – See email in file 5 MRVP PBVs total for development, 3 units currently with mobile Section 8 tenants, to convert to MRVP PBV upon turnover
38A	Termination of Low-Income Unit Leases	NP	
G. CHAPTER 40T DOCUMENTS			
39	40T Exemption Request	NP	<i>Submitted to DHCD</i>
40	40T Exemption Approval	NP/DHCD	<i>Drafting in progress with DHCD</i>
H. PROPERTY MANAGEMENT DOCUMENTS			
41	Management Agreement	AS	<i>Draft rec'd 10/18; no MH comments</i>
42	Tenant Selection Plan (5 Rental units)		<i>Draft rec'd 11/1; no MH comments; need final</i>
42A	Affirmative Fair Housing Marketing Plan (11 HO units)		<i>Draft rec'd 11/2; 40B comments sent 11/6; response rec'd 11/6; under review</i>
I. TITLE DOCUMENTS			
43	Title: (a) Title Commitment (b) LHA Title Policy (c) MH Recording Report	NG	(a) <i>Updated title commitment rec'd 10/26; under review</i> (b) (c)
44	Closing Escrow Letter	NP	<i>Need</i> <i>Title company wiring instruction rec'd – In file</i>
45	Settlement Statement/Disbursement Schedule	NP	<i>Draft S/U rec'd 10/17 from KJ; revised S/U rec'd 11/15 from LG</i>
46	6(d) Certificate	NP/NG	N/A
47	Municipal Lien Certificate	NP/NG	
48	Mechanic's Lien Certificate	NP/NG	N/A
J. SELLER DOCUMENTS			
49	FIRPTA Certificate	NP	

50	1099	NP	
51	Smoke Detector Certificates	NP	
52	Keys	NP	
52A	Transfer of Utilities		

Pine Grove Village Condo Conversion/Preservatic

Sources and Uses of Funds

11/15/17

		MassHousing, new funds	MassHousing grant previously disbursed	Town of Lexington	Existing reserves	Capitalized 13A
Uses of Funds					-	
MassHousing debt	69,658	-	-		49,259	20,400
MassHousing grant previously disbursed	95,670		95,670			
Affordability Trust	819,918	-		819,918		
Buyout of affordable shares	33,322	-			33,322	
Transaction costs:	-	-				
Predevelopment loan fees	1,300	-			1,300	
Predevelopment loan interest	1,938	1,938				
Legal	208,000	111,302			70,673	26,025
Structuring: VIVA	26,000	18,658			7,342	
Structuring: Slawsby	25,000	18,800			6,200	
Loan fees and recording	5,500	5,500				
Trustee fees	15,000	15,000				
Architect	9,000	9,000				
Survey	14,000	7,000			7,000	
Transaction cost contingency	28,031	28,031			-	
Capitalized reserves: condo	235,000	205,415			29,585	
Capitalized reserves: affordable units	173,438	-		173,438		
Capitalized reserves: LHA pubic bid premium	150,000	111,356		38,644		
Total uses:	1,910,775	532,000	95,670	1,032,000	204,680	46,425

November ___, 2017

Via Email to ngolden@gmlawllp.com

Neil D. Golden, Esq.
as authorized agent for First American
Title Insurance Company
c/o Gilmarten Magence LLP
E: 376 Boylston Street 6th Floor
Boston, MA 02116

Re: Condominium Conversion of Pine Grove Village,
1-16 Judges Road, Lexington, Middlesex County,
Massachusetts (the "Property")

Dear Neil:

In connection with the closing of the above-referenced transaction, the undersigned, Pine Grove Village Cooperative Corporation (the "Co-op"), Massachusetts Housing Finance Agency ("MassHousing"), Lexington Housing Authority ("LHA") and Town of Lexington, Massachusetts (the "Town") collectively transmit this letter ("Escrow Letter") to confirm the escrow arrangements by and among First American Title Insurance Company, escrow agent for this transaction (the "Escrow Agent"), the Co-op, MassHousing and the Town (collectively, the "Parties") whereby the Escrow Agent will coordinate the escrowing of the Escrow Funds, the recording of the Recording Documents, the issuance of the Title Policy, and the disbursement of the Escrow Funds, all as defined and set forth below, in connection with the closing of the aforementioned acquisition and Loans:

1. Recording Documents. The Parties will deliver to you originals of each of the instruments listed on Exhibit A attached hereto, fully executed and acknowledged where applicable (collectively, the "Recording Documents"). You are instructed to hold the Recording Documents in escrow in accordance with the terms and provisions of this letter.
2. Escrow Funds. The Parties will deliver to you funds (the "Escrow Funds") set forth in the agreed upon Disbursement Schedule for the transactions attached hereto as Exhibit B (the "Disbursement Schedule") in accordance with the wiring instructions for the Escrow Agent attached hereto as Exhibit C. You are instructed to hold the Escrow Funds in escrow in accordance with the terms and provisions of this letter.

3. Closing/Recording/Funding. You shall hold the Escrow Funds until all conditions set forth in this letter are satisfied, and you are hereby authorized and instructed as follows:

(a) Upon (i) written acknowledgement from each of the Parties or their respective counsel that each has received and approved all of the closing deliveries (the “Closing Requirements”) and (ii) your receipt of duly signed and acknowledged originals of all mortgages, assignments, regulatory agreements, affidavits and other documents and/or certifications that you will require in connection with your issuance of an Owner’s Policy conforming to the specimen policy previously approved by the applicable Parties (the “Title Policy”), you are to examine title to the Property from the date of your last rundown. If title is clear, you are hereby authorized to promptly record the Recording Documents in the order listed on Exhibit A in connection with the acquisition of the Property and closing of the loans for the Project. References in this letter to “recording” shall mean recording with the registry of deeds for the county in which the Property is located, as required for issuance of the Title Policy, and filing with the Massachusetts Secretary of State, as applicable. Your recording of the Recording Documents shall constitute your binding agreement to issue the Title Policy with no additional exceptions or modifications whatsoever.

(b) Promptly after recording the Recording Documents, please fax or e-mail the recording information to the undersigned, and deliver the original Title Policy, together with date-stamped copies of the Recording Documents, to respective Counsel within three (3) business days after the recording of the Recording Documents. The original Title Policy should be sent to Kurt A. James, KJP Partners LLP, 155 Federal Street, Suite 1302, Boston, MA 02110.

(c) Immediately after your recording of the Recording Documents you are hereby authorized to disburse the Escrow Funds in accordance with the Disbursement Schedule and wiring instructions attached thereto, subject only to any per diem adjustment of the payoff amount of any existing loan being discharged through the date of disbursement, and you shall disburse the balance of the Escrow Funds, if any, to the Co-op.

(d) If your title examination discloses any encumbrance or any other matter of record that would prevent you from being able to issue the Title Policy, you are hereby instructed not to record the Recording Documents and to contact the Parties or their respective counsel. In such case, you shall take no further action until you receive additional instructions from the Parties or their respective counsel.

(e) If the recording of the Recording Documents shall not have occurred by the close of business on November __, 2017, you shall (i) immediately wire the Escrow Funds back to the respective Parties originating such funds and (ii) return the originally executed copies of the Recording Documents to the respective parties responsible for originating such documents.

4. Escrow Agent. The undersigned agree that the Escrow Agent, acting in its capacity as escrow agent, assumes no responsibility for the performance of any obligation by any party in connection with the transaction, other than the faithful execution of the instructions set forth herein, and that the Escrow Agent shall not be responsible for any action taken in its capacity as Escrow Agent except in the case of gross negligence or willful misconduct, and the Parties agree to hold the Escrow Agent harmless from any obligation or liability arising out of its serving as Escrow Agent, except in the case of gross negligence or willful misconduct.

5. Counterparts. This escrow letter may be executed in counterparts, which, when assembled, shall be considered one and the same instrument.

Please confirm the foregoing by signing this letter where indicated below and emailing an electronic copy of same.

Sincerely,

NIXON PEABODY LLP

By: _____
Jeffrey W. Sacks, as attorney for the Co-op

TOWN OF LEXINGTON, MASSACHUSETTS

By: _____
Name:
Title:

KJP PARTNERS LLP

By: _____
Kurt A. James, Esq., as attorney for LHA

MASSACHUSETTS HOUSING FINANCE AGENCY

By: _____
Carol Gilchrist McIver
Deputy General Counsel

cc: Kurt James, Esq.
Elizabeth Rust
Laurie Gould

Jeffrey Sacks, Esq.
Alexander Rosso, Esq.

ACKNOWLEDGED AND AGREED:

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Neil D. Golden
Authorized Agent

EXHIBIT A
RECORDING DOCUMENTS

Record with Middlesex (South) Registry of Deeds:

1. Municipal Lien Certificate
2. 6(d) Certificate
3. Good Standing Certificate for the Co-op
4. Declaration of Trust
5. Condominium Site Plan
6. Pine Grove Village Affordability Trust
7. Pine Grove Village Condominium Master Deed
8. Unit Deeds:
 - a. Unit 1
 - b. Unit 2
 - c. Unit 3
 - d. Unit 4
 - e. Unit 5
 - f. Unit 6
 - g. Unit 7
 - h. Unit 8
 - i. Unit 9
 - j. Unit 10
 - k. Unit 11
 - l. Unit 12
 - m. Unit 13
 - n. Unit 14
 - o. Unit 15
 - p. Unit 16
9. Non-Financial Mortgages:
 - a. Unit 2
 - b. Unit 3
 - c. Unit 4
 - d. Unit 5
 - e. Unit 6
 - f. Unit 7
 - g. Unit 8
 - h. Unit 9
 - i. Unit 11
 - j. Unit 13
 - k. Unit 14
10. Resale Price Certificates:
 - a. Unit 2
 - b. Unit 3
 - c. Unit 4
 - d. Unit 5

- e. Unit 6
 - f. Unit 7
 - g. Unit 8
 - h. Unit 9
 - i. Unit 11
 - j. Unit 13
 - k. Unit 14
- 11. Regulatory Agreement (11 homeownership units)
 - 12. Regulatory Agreement (5 Lexington Housing Authority units)
 - 13. Regulatory Agreement (Town of Lexington)
 - 14. Mortgage (Eagle Bank – Unit 11)
 - 15. Mortgage (Brookline Bank – Unit 9)

EXHIBIT B

DISBURSEMENT SCHEDULE

[Attached]

EXHIBIT C
WIRING INSTRUCTIONS

[Attached]



Town of Lexington

Town Manager's Office

Carl F. Valente, Town Manager
Kelly E. Axtell, Assistant Town Manager

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

November 17, 2017

Ms. Caileen Foley, Executive Director
Lexington Housing Authority
1 Countryside Village
Lexington, MA 02420

Re: Community Preservation Grant – Pine Grove Village

Dear Ms. Foley:

This letter confirms the agreement by the Town of Lexington (“Town”) to provide the Lexington Housing Authority (“Grantee”) with a grant in the amount of \$1,032,000 in Community Preservation funds (the “Funds”) for support of community housing, and community housing preservation, rehabilitation, restoration, of sixteen affordable housing units on the land known as Pine Grove Village/Judges Road, Town of Lexington Assessors Map 57/9C (the “Units”).

The Town hereby agrees to disburse the Funds, and the Grantee hereby agrees to accept the Funds, subject to the following terms and conditions:

1. The Grantee shall hold \$819,918 of the Funds in trust pursuant to the terms of that certain trust instrument entitled the “Pine Grove Village Affordability Trust” (the “Trust”), a copy of which is attached hereto.
2. The Grantee shall hold \$212,082 of the Funds in a capitalized reserve account to be used for the purposes of preservation, rehabilitation, and restoration of the Units (the “Repairs”).
3. The Grantee agrees that the Funds shall be used solely for the purposes of the Trust and the Repairs. The Grantee agrees that these are fundable purposes under the Community Preservation Act, G.L. c. 44B, § 5.
4. The Grantee agrees to make a copy of any drawings, narrative reports, bid documents or construction documents prepared in the course of conducting the Repairs available for inspection by the Town at the Town’s request. Any documentation procured with the Funds shall be prepared by or under the direction of duly qualified architects or engineers.
5. The Grantee shall provide copies of any invoices for goods and services obtained with the Funds to the Town within thirty (30) days of their receipt by the Grantee.

6. The Grantee agrees that the Town shall have the right to require confirmation by the Grantee that the Funds were used solely for their intended purpose under this Agreement. Any portion of the Funds paid by the Town to the Grantee under this Agreement that are not expended for the purposes described in this Agreement, and any portion of such monies that have been expended and which are subsequently refunded to the Grantee, shall be returned to the Town.
7. The Town's grant of the Funds to the Grantee is made with the understanding that the Town has no other obligation to provide other or additional support to the Grantee.
8. The Grantee and the Town further acknowledge and agree that the Units will remain the private property of the Grantee and other entities and individuals, that the Grantee is solely responsible for the award and supervision of all contracts for the Repairs, and for payments due on account of any such contract. The Town shall not be considered a party to any such contract by reason of providing funding hereunder.
9. The approval of the disbursement of the Funds by the Town as provided in this Agreement is solely for the purpose of verifying the Grantee's compliance with the terms of this Agreement, for which the Town has already received due consideration in the form of affordable housing restrictions on each of the eleven ownership Units and the form of Regulatory Agreement for the five rental Units.
10. The disbursal of the Funds hereunder by the Town shall not be considered the acquisition of any service or supply within the meaning of the Uniform Procurement Act, G.L. c. 30B, or a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building within the meaning of G.L. c. 149, §§ 44A *et seq.*
11. The Town hereby certifies that the Funds have been duly appropriated and are currently available to meet the Town's obligations as stated in this Agreement.
12. This Agreement shall not be binding unless and until signed by both parties below. Any amendment to this Agreement shall not be binding unless in writing signed by the duly authorized representatives of each party.

TOWN OF LEXINGTON, as duly authorized,

Marilyn Fenollosa, Chair
Community Preservation Committee
Date:_____

Carl F. Valente, Town Manager
Date:_____

Carolyn Kosnoff, Finance Director
Date:_____

AFFORDABILITY MONITORING SERVICES AGREEMENT

This Monitoring Services Agreement (this "Agreement") is made as of November __, 2017, by and among the Massachusetts Housing Finance Agency acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the "Subsidizing Agency"), the Town of Lexington, Massachusetts (the "Monitoring Agent"), and Pine Grove Village Cooperative Corporation, having an address c/o Alan Slawsby & Associates, Inc., PO Box 6700, Holliston, Massachusetts 01746, and their successors and assigns (the "Co-op").

RECITALS

WHEREAS, the Co-op is submitting the housing development known as Pine Grove Village to the provisions of Chapter 183A of the Massachusetts General Laws to form a condominium known as Pine Grove Village Condominium (the "Condominium"). The Condominium will consist of 11 for-sale condominium units known as Units # 2, 3, 4, 5, 6, 7, 8, 9, 11, 13, and 14 of the Condominium (such units, the "Homeownership Units") and 5 rental condominium units (the "Rental Units") located at 1-16 Judges Road in the Town of Lexington, Massachusetts (the "Municipality"); and

WHEREAS, the Massachusetts Housing Finance Agency is acting as Subsidizing Agent pursuant to Massachusetts General Laws Chapter 40B, and the regulations at 760 CMR 56.00 and the Comprehensive Permit Guidelines issued pursuant thereto (the "Comprehensive Permit Rules"), and the Homeownership Units are subject to a Regulatory Agreement between the Subsidizing Agency and the Co-op (the "Regulatory Agreement"); and

WHEREAS, this Agreement relates to the obligations of the Co-op and the Monitoring Agent with respect to the Homeownership Units only and does not bind the Rental Units;

WHEREAS, the Project previously received the benefit of a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals of the Municipality in accordance with Chapter 40B, Sections 20-23, of the Massachusetts General Laws (the "Act"), on May 8, 1975, as amended by the terms of this Agreement; and

WHEREAS, pursuant to the requirements of the Comprehensive Permit Rules and the Regulatory Agreement, one hundred percent (100%) of the Homeownership Units in the Project (11 units) (the "Affordable Units") shall be deeded to the current occupants of such units, subject to the requirement that the Affordable Units will be sold to Eligible Purchasers (as defined in the Regulatory Agreement) at prices specified therein and subject to resale restrictions as set forth in the Affordable Housing Restriction attached to the Regulatory Agreement (the "Affordability Requirement"); and

WHEREAS, at the request of the Subsidizing Agency, the Co-op has agreed to retain the Monitoring Agent to perform certain administration, monitoring and enforcement services

regarding compliance of the Project with the Comprehensive Permit Rules during the term of affordability of the Affordable Units.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Monitoring Services. Monitoring Agent shall monitor the compliance of the Project with the Affordability Requirement, as more fully described herein.

(a) Affordability Requirement. (i) Initial Sales. The Co-op agrees to deliver to the Monitoring Agent the deeds and Affordable Housing Restrictions with respect to initial sales of Affordable Units as required under the Regulatory Agreement (the “Initial Sales Data”). The Monitoring Agent agrees to review the Initial Sales Data and determine the substantive compliance of the Project with the Affordability Requirement in accordance with the rules of the Subsidizing Agency. The Monitoring Agent shall also ensure substantive compliance with the approved Marketing Plan and lottery process. Upon completion of its review of Initial Sales Data, the Monitoring Agent shall deliver to the Subsidizing Agency and the Municipality a copy of such data together with the Monitoring Agent’s determination of whether the Affordability Requirement has been met. The Subsidizing Agency shall make the final determination of whether the Affordability Requirement has been met and shall notify the Municipality of its determination.

(ii) Resales. The Monitoring Agent also agrees to monitor resales of Affordable Units (including review of income and asset certifications, deeds and Affordable Housing Restrictions) for compliance with the terms of the Affordable Housing Restriction, and issuance of certifications, as appropriate, in connection with approval of resales. The Monitoring Agent shall also locate and select, or provide assistance to the Municipality in locating and selecting, Eligible Purchasers, including without limitation, ensuring compliance with the approved Marketing Plan and lottery process.

On resale of an Affordable Unit, at the request of the purchaser, the Monitoring Agent shall, if necessary under the terms of the Affordable Housing Restriction, issue a new Resale Price Certificate recalculating the Resale Price Multiplier in accordance with the terms of the Affordable Housing Restriction, and the purchaser may record the new Resale Price Certificate immediately after the recording of the deed to such Affordable Unit. The Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate shall apply to each subsequent resale of the Affordable Unit.

(b) Annual Reports. The Monitoring Agent agrees to prepare and deliver annually a report (the “Annual Compliance Report”) to the Subsidizing Agency and to the Zoning Enforcement Officer of the Municipality on compliance of the Project with the Affordability Requirement. The Annual Compliance Report shall indicate the extent of noncompliance with the relevant reporting and/or substantive requirements, describe efforts being made by the Co-op to remedy such noncompliance and, if appropriate, recommend possible enforcement action by the Monitoring Agent and/or Municipality against the Co-op. The Monitoring Agent shall

deliver the Annual Compliance Report within one hundred twenty (120) days of the end of each calendar year during the term of this Agreement.

(c) Supplemental Monitoring Services. The Monitoring Agent shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable (i) the compliance by the Co-op with the Affordability Requirement, and (ii) the compliance by the owners of the Affordable Units with the requirements of the Affordable Housing Restriction, including without limitation the owner-occupancy requirement and the Resale Restrictions (including recalculating the Resale Price Multiplier, if necessary). The services hereunder shall also include considerations of requests for refinancing, approval of capital improvements, further encumbrances and leasing an Affordable Unit. The services hereunder shall not include any construction monitoring. The services hereunder shall include follow-up discussions with the Co-op and/or owners of the Affordable Units, if appropriate, after an event of noncompliance. The Monitoring Agent shall be entitled to a reasonable fee for supplemental monitoring services as set forth in the Homebuyer Disclosure Statement executed by the buyer of the Affordable Unit.

2. Monitoring Services Fee. There shall be no fee due to Monitoring Agent from the Co-op at the time of execution of this Agreement. As provided in the Affordable Housing Restriction for each Affordable Unit, the Monitoring Agent shall receive a Resale Fee of up to two and one-half percent (2.5%) of the product of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid by the seller of the Affordable Unit at each closing as a condition precedent to closing, for the services with respect to monitoring each subsequent sales transaction for compliance with the Resale Restrictions and the other terms of the Affordable Housing Restriction. Such fee shall be payable for all transfers of Affordable Units, including those to an Eligible Purchaser or any other purchaser. If the Monitoring Agent's fee is not paid at the time of closing, the Monitoring Agent shall be entitled to payment from the purchaser of the Affordable Unit and to bring an action and seek an attachment of the interest of the purchaser in the Affordable Unit. Neither the Subsidizing Agency nor the Municipality shall have any responsibility for payment of any fee to Monitoring Agent hereunder.

3. Enforcement Services. In the event of serious or repeated violations of the substantive or reporting requirements of the Regulatory Agreement (with respect to the Affordability Requirement) or a failure by the Co-op to take appropriate actions to cure a default under the Regulatory Agreement (with respect to the Affordability Requirement), the Monitoring Agent shall have the right, with the prior consent of the Subsidizing Agency, to take appropriate enforcement action against the Co-op, including, without limitation, legal action to compel the Co-op to comply with the Affordability Requirement. The Regulatory Agreement provides for payment by the Co-op of fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the Co-op thereunder and grants to the Monitoring Agent a lien on the Affordable Units in the Project, to secure payment of such fees and expenses. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing the Regulatory Agreement against the Co-op and to assert a lien on the Homeownership Units in the Project to secure payment by the Co-op of such fees and expenses.

In the event of a violation of the provisions of an Affordable Housing Restriction, the Monitoring Agent shall have the right, with the prior consent of the Subsidizing Agency, to take appropriate enforcement action against the unit owner or the unit owner's successors in title, including, without limitation, legal action to compel the unit owner to comply with the requirements of the relevant Affordable Housing Restriction. The form of Affordable Housing Restriction shall provide for payment by the unit owner of fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the unit owner thereunder and shall grant to the Monitoring Agent a lien on the unit, junior to the lien of any institutional holder of a first mortgage on the unit to secure payment of such fees and expenses. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing an Affordable Housing Restriction against the unit owner and to assert a lien on the relevant unit to secure payment by the unit owner of such fees and expenses.

The Monitoring Agent shall not be entitled to seek any compensation or reimbursement from the Subsidizing Agency or the Municipality in connection with the enforcement services under this Section, it being understood that the Monitoring Agent shall look solely to the reimbursement rights described above for payment of the Monitoring Agent's costs and expenses.

4. Term. The monitoring services are to be provided for so long as there is any Affordable Unit subject to an Affordable Housing Restriction. The term of this Agreement shall end on the date six (6) months after the later to occur of the latest expiration date of the term of the Affordable Housing Restriction attached to any of the Affordable Units.

5. Responsibility of Monitoring Agent. The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

6. Successor Monitoring Agent/Further Delegation/Conflict of Interest. (a) This Agreement is terminable at will by the Monitoring Agent or the Subsidizing Agency with sixty (60) days notice to the other parties. In addition, this Agreement is terminable immediately by the Subsidizing Agency should the Monitoring Agent be dissolved or become incapable of fulfilling its obligations during the term of this Agreement. In the event of termination of this Agreement, the Subsidizing Agency shall promptly appoint a successor monitoring agent to serve as Monitoring Agent for the remaining term of this Agreement.

(b) The Monitoring Agent shall not delegate all or any portion of its obligations hereunder without the prior approval of the Subsidizing Agency. If the Monitoring Agent performs any functions for the Co-op, such as running the lottery, that would be subject to oversight by the Monitoring Agent, the Monitoring Agent must delegate oversight of such functions to a MassHousing-approved entity.

7. Indemnity. The Co-op agrees to indemnify and hold harmless the Monitoring Agent, the Subsidizing Agency and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent, the Subsidizing Agency or the Municipality by reason of its relationship with the Project under this Agreement

and not involving the Monitoring Agent, the Subsidizing Agency or the Municipality acting in bad faith and with gross negligence.

8. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of The Commonwealth of Massachusetts.

9. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

10. Headings. All paragraph headings in this Agreement are for the convenience of reference only and are not intended to qualify the meaning of the paragraph.

11. Third-Party Beneficiaries. The Subsidizing Agency and the Municipality shall be entitled to enforce this Agreement and may rely on the benefits of this Agreement.

12. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the Project, whether oral or written, including without limitation, all correspondence between the parties and between counsel for their respective parties. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject transaction, and the rights, duties, and obligations of the parties with respect thereto. In executing this Agreement, the Monitoring Agent acknowledges that the Monitoring Agent is not relying on any statement, representation, warranty, covenant or agreement of any kind made by the Co-op, the Subsidizing Agency or the Municipality or any employee or agent of any of the foregoing, except for the agreements set forth herein.

13. Definitions. Any capitalized term used and not defined herein shall have the same meaning as set forth in the Regulatory Agreement.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PINE GROVE VILLAGE COOPERATIVE
CORPORATION, a Massachusetts corporation

By: _____
Name: Lei Gao
Title: President

By: _____
Name: Carol Daniels
Title: Treasurer

TOWN OF LEXINGTON, MASSACHUSETTS, as
Monitoring Agent as aforesaid

By: _____
Name:
Title:

MASSACHUSETTS HOUSING FINANCE AGENCY, as
Subsidizing Agency as aforesaid

By: _____
Gregory P. Watson
Manager of Comprehensive Permit Programs

REGULATORY AGREEMENT

This Regulatory Agreement (the “Agreement”) is made this _____ day of _____, 2017 by the **Lexington Housing Authority**, a public body, corporate and politic organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 1 Countryside Village, Lexington, Massachusetts 02420 (“**LHA**”) and the **Town of Lexington**, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the “**Town**”), acting by and through its Board of Selectmen.

WHEREAS:

- A. Pine Grove Village Cooperative Corporation (the “Co-op”) is a 16-unit residential cooperative intended for persons of low and moderate income, permitted under a comprehensive permit issued pursuant to M.G.L. Chapter 40B (the “Comprehensive Permit”), and originally financed by the Massachusetts Housing Finance Agency (“MassHousing”).
- B. The Co-op intends to convert to a condominium form of ownership (the “Condo”) with the approval and financial participation of the Town and MassHousing.
- C. The LHA intends to purchase five (5) occupied residential rental units (“LHA Units”) from the Co-op. The LHA Units are identified as Units 1, 10, 12, 15, 16 at the Pine Grove Village located at 1-16 Judges Road in Lexington MA 02421 (the “Development”) located on land more particularly described on Exhibit A attached hereto (the “Property”).
- D. The LHA intends to purchase the LHA Units subject to current leases and a Massachusetts Rental Voucher Program project-based contract or other rent subsidy contracts currently in effect at the Property, including project-based or tenant-based Section 8 vouchers, if any (the “Subsidy Contracts”), and lease the LHA Units in accordance with this Agreement.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LHA and the Town hereby agree and covenant as follows:

1. To the maximum extent permitted by applicable law, the Comprehensive Permit, the Subsidy Contracts and any other regulatory agreements or similar restrictions affecting the LHA Units, throughout the term of this Agreement, the LHA shall reserve, market and lease, as “low or moderate income housing,” as that term is defined in M.G.L. c. 40B, § 20, one hundred percent (100%) of the LHA Units to individuals and families earning not more than eighty percent (80%) of the applicable area median income (“AMI”), adjusted for household size, as determined by the U.S. Department of Housing and Urban Development (“HUD”) and this Agreement. The LHA Units, as restricted hereunder, shall also be referred to as the Affordable Units (the “Affordable Units”).

2. The term of this Agreement shall commence as of the date the LHA Units are purchased by LHA from the Co-op and shall continue in perpetuity as may be permitted by law,

subject to the provisions of this Agreement. In entering into this Agreement, the parties intend for the restrictions, rights and obligations herein to be perpetual. To that end, if for any reason this Agreement or any of the restrictions, rights or obligations contained herein shall be deemed subject to sun-setting provisions, invalid, terminated, void or voidable on any grounds, or other principles requiring duration less than perpetual, then LHA and its successors, assigns and transferees shall carry out all reasonable necessary measures made at the Town request to extend, adopt and renew the terms of this Agreement and otherwise to ensure that the Town holds in perpetuity the rights and restrictions set forth herein for the benefit of the Town in a manner consistent with the terms and intent of this Agreement.

3. For so long as this Agreement is in effect, the annual rental expense for each of the LHA Units shall be equal to the gross rent plus allowances for all tenant-paid utilities (including tenant-paid heat, hot water and electricity) and shall not exceed thirty percent (30%) of eighty percent (80%) of AMI, adjusted for household size (the "Maximum Rent"). The Maximum Rent shall be determined on an annual basis by LHA in accordance with the rental determination regulations adopted by MassHousing, (or its successor agency), as the same may be amended from time to time, and any policy regulations promulgated thereunder. If MassHousing (or its successor agency) ceases to promulgate any such regulations, then the Maximum Rent shall be determined based on substitute regulations and requirements of the Department of Housing and Community Development ("DHCD") and if no such regulations or requirements are available, on substitute regulations of a federal or state governmental agency providing subsidies for low or moderate income housing as shall be reasonably determined by LHA, in order to ensure the continued availability of the LHA Units for the purposes specified herein and in the Comprehensive Permit for the entire term of this Agreement.

4. LHA will advise the Town of any revisions to the designation of any LHA Units on an annual basis and will provide an annual filing to the Town with respect to the Development consisting of a current rent roll, a schedule of proposed rents, the number of occupants in each household and the income of each household. If the Town fails to respond to a submission of the proposed schedule of rents for the LHA Units within thirty (30) days of the Town's receipt thereof, the Town shall be deemed to have approved the submission.

5. Leases and occupancy agreements for LHA Units shall meet the requirements of the Comprehensive Permit, this Agreement, and all applicable guidelines. LHA shall enter into a lease with each tenant for a minimum term of one year. Such leases shall contain clauses, among others, wherein each resident of such LHA Unit agrees and certifies compliance with the accuracy of information provided by the resident.

6. LHA, at the time of initial rental and on each anniversary of the rental of an LHA Unit during the term of such rental, will verify the income of each household in accordance with the applicable Subsidy Contract as applicable and maintain on file all income verification documentation and calculations.

7. If, after initial occupancy, the income of a household occupying one of the LHA Units increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such household, LHA shall not be in default hereunder so long as either (i) the household's 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 an Affordable Unit), or (ii) LHA endeavors to return the unit in question to an Affordable Unit within a twelve-month period however, that the LHA shall not be required to terminate the tenancy or not renew the lease due to such tenant's income in excess of 140% of the maximum income permitted. If a unit no longer qualifies as an LHA Unit due to an increase in the income of the household occupying such unit to an amount in excess of one hundred forty percent (140%) of the maximum income permitted hereunder for such household, LHA will notify the Town and then may charge a market rental rate for such unit (determined based on the then-current average of available units for rent of similar size, based on MLS/Zillow/Trulia or similar listing service) and the excess rent collected above the approved Maximum Rent shall be paid by the LHA to the Town for deposit into a special account for affordable housing purposes. Furthermore, household size standards for "over-housing" shall not apply to tenants in occupancy in the Property on the date of this Agreement.

8. In fulfilling its obligations under this Agreement, LHA will recommend tenants from the LHA in accordance with the Tenant Selection Plan. The LHA will not unreasonably refuse occupancy to any prospective tenants so referred who met the requirements of any applicable Tenant Selection Plan. In marketing and renting the LHA Units, LHA shall comply with any applicable Tenant Selection Plan and Affirmative Fair Housing Marketing Plan, approved by the Town, which plans, as the same may be amended, are incorporated herein by reference with the same force and effect as if set out in this Agreement. Such plans may be established and updated in accordance with all applicable guidelines now or then in effect. Notwithstanding the foregoing, in no event shall this Agreement require LHA to take any action which would result in a violation of the federal Fair Housing Act or any other applicable federal, state or local law, rule, ordinance, regulation or requirement or which is inconsistent with any applicable guidelines, rules or regulations or the Comprehensive Permit, any Subsidy Contract or any applicable regulatory agreement or other restriction. Without limiting the generality of the foregoing, there shall be no discrimination upon the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age familial status, or any other basis prohibited or restricted by law in the lease, use or occupancy of the Development.

9. LHA will obtain, at the time of initial rental of an LHA Unit and on each anniversary of the rental during the term of such rental, and maintain on file Certifications of Tenant Eligibility with respect to the LHA Units in substantially the form that is used for other LHA units. Such Certifications shall be filed with the Town. LHA shall make good faith efforts to verify that the income provided by an applicant in an income certification is accurate.

10. The Town Manager of Lexington shall represent the interests of the Town concerning the enforcement of the terms and conditions of this Agreement. As such, the Town Manager and any person(s) designated by the Town Manager (whether such person(s) are employees of the Town or agents acting on behalf of the Town Manager or the Town) shall be the person authorized to monitor compliance by LHA with the terms and conditions of this Agreement. LHA will maintain complete and accurate records pertaining to the LHA Units, and during reasonable business hours and upon reasonable notice, will permit the Town Manager, or the Town Manager's designee(s), to inspect the books and records of LHA pertaining to the LHA Units.

11. 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. 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, or by reputable overnight courier (such as Federal Express), to the parties hereto at the addressee set forth below, or to such other place as a party may from time to time designate by written notice:

To Lexington Housing Authority:

Lexington Housing Authority
1 Countryside Lane
Lexington, MA 02420

Attention: Executive Director

To Town:

Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420

Attention: Director of Planning

13. 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 M.G.L. c. 184, § 31 and as that term is used in M.G.L. c.184, § 26, 31, 32 and 33, in perpetuity. This Agreement is made for the benefit of the Town and the Town shall be deemed to be the holder of the affordable housing restriction created by this Agreement. The Town has determined that the acquiring of such affordable housing restriction is in the public interest.

14. LHA intends, declares and covenants on behalf of itself and its successors and assigns, and the parties hereto agree (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Development for the term of this Agreement accepted by the Town by its execution of this Agreement, and are binding upon LHA's successors in title, (ii) are not merely personal covenants of LHA, and (iii) shall bind LHA, its successors and assigns for the term of the Agreement, and shall inure to the benefit of the parties hereto and their respective successors and assigns. LHA 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 privileges of estate are also deemed to be satisfied in full. LHA shall cause this Agreement to be recorded in the Registry. LHA shall pay all fees and charges incurred in connection with such recording or filing.

15. If any default, violation or breach by LHA is not cured within ninety (90) days after notice to LHA thereof (or such longer period of time as is reasonably necessary to cure such a

default so long as LHA is diligently and continuously prosecuting such a cure), then the Town may take one or more of the following steps: (a) by mandamus or other suit, action or other proceeding at law or in equity, require LHA to perform its obligations under this Agreement; (b) have access to, and inspect, examine and make copies of all of the books and records of LHA pertaining to the Development; or (c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of LHA under this Agreement. If the Town brings any claim to enforce this Agreement, and the Town finally prevails in such claim, LHA shall reimburse the Town for its reasonable attorneys' fees and expenses incurred in connection with such claim.

16. Recognizing that each party may find it necessary to establish to third parties, such as accountants, banks, potential or existing mortgagees, potential purchasers or the like, the then current status of performance hereunder, either party on the request of the other party made from time to time, will promptly furnish to the requesting party a statement of the status of any matter pertaining to this Agreement, including, without limitation, acknowledgments that (or the extent to which) each party is in compliance with its obligations under the terms of this Agreement.

17. If the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, LHA shall have the right, but not the obligation, to repair and restore the Development 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 Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain 100% of the total number of remaining rental units in the Development as Affordable Units.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument as of the date first above written.

Lexington Housing Authority

By: _____
Its Executive Director
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this ___ day of _____, 2017, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was: [] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as Executive Director of the Lexington Housing Authority, a body politic and corporate organized and operated under the laws of the Commonwealth of Massachusetts.

Notary Public
My Commission Expires:

TOWN:

Town of Lexington

By: _____

Carl Valente

Its Town Manager

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this __ day of _____, 2017, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was: [] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Town manager for the Town of Lexington, a municipality incorporated in Massachusetts.

Notary Public

Notary Public

My commission expires:

Exhibit A
Legal Description

A certain parcel of land and the improvements thereon situate in Lexington, Middlesex County, Massachusetts, on the southeasterly side of Worthen Road, bounded and described as follows:

Beginning at a point in the southeasterly sideline of Worthen Road at the land of the Lexington Home for Aged People, which point marks the northwesterly corner of said parcel; and

Thence running by Worthen Road

North 62-40-48 East three hundred forty-five (341.00)

Thence running by the land last named

South 27-19-12 East two hundred twenty-two and 49/100 (222.49) feet,

South 62-40-42 West one hundred twenty-five and 72/100 (125.72) feet.

South 09-29-43 West eighty-two and 50/100 (82.50) feet.

South 80-30-17 East twenty (20) feet.

South 09-29-43 West eighty (80) feet.

North 80-30-17 West sixty-six and 02/100 (66.02) feet, and

South 62-40-48 West eighty-six and 20/100 (86.20) feet to a corner; and

**THENCE RUNNING BY THE LAND LAST NAMED AND BY SAID LAND OF THE
LEXINGTON HOME FOR AGED PEOPLE**

North 27-07-10 West three hundred twenty-five (325.00) feet to the point of beginning.

SAID PARCEL IS SHOWN ON A “PLAN OF LAND IN LEXINGTON, MASS.”, DATED JULY 1, 1975 BY ALBERT A. MILLER & WILBUR HYLANDER, CIVIL ENGINEERS & SURVEYORS AND RECORDED WITH MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS IN BOOK 12864 ON PAGE 152, AND CONTAINS, ACCORDING TO SAID PLAN 97.884 SQUARE FEET, BE SAID CONTENTS MEASUREMENT MORE OR LESS. SAID PARCEL IS ALSO SHOWN AS LOT A-1 ON THE SITE PLAN ENTITLED “CONDOMINIUM SITE PLAN FOR THE PINE GROVE VILLAGE CONDOMINIUM LOCATED AT 1 JUDGES ROAD LEXINGTON, MA BY BOSTON SURVEY, INC. DATED JUNE 21, 2017 RECORDED HEREWITH



TOWN OF LEXINGTON
PLANNING OFFICE

1625 Massachusetts Avenue
Lexington, Massachusetts 02420
781-698-4560

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

Aaron Henry, Planning Director
David Kucharsky, Assistant Director
Lori Kaufman, Department Assistant

PINE GROVE VILLAGE

AFFORDABILITY MONITORING PACKAGE



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PINE GROVE VILLAGE

AFFORDABLE HOUSING MATERIAL OVERVIEW

Dear Pine Grove Village owner:

The Town of Lexington, as the Monitoring Agent is responsible for ensuring that Affordable Units at Pine Grove Village are conveyed in accordance with the terms of the Affordable Housing Restriction for the property. This process starts at the conversion from your current cooperative ownership to the new condominium ownership. The affordable housing information and requirements are found in the documents noted below, and also refer to the Program guidelines and parameters of the Chapter 40B Program.

At the conversion closing, the following documents will be executed and recorded to document the affordable requirements.

1. **Deed Rider:** Attached to the deed, the deed rider places the affordable housing restriction on the property in perpetuity. The deed rider, known as the Universal Deed Rider, will survive foreclosure, and provides protections to the owner and holder of the restriction. The rider outlines the various requirements and process, the Maximum Resale Price formula, with its Resale Price Multiplier which is used in calculating the Maximum Resale Price.
2. **Resale Price Certificate:** This is a one-page form issued to set forth the Resale Price Multiplier. The initial value will be noted on this form, calculated as if the unit was to be purchased new.
3. **Non-Financial Mortgage:** This mortgage secures the deed restriction. It is a recent convention used to ensure that the restriction is not overlooked in refinancing or other transactions.
4. **Homebuyer Disclosure Form:** This form is a description of the resale price restrictions for your acknowledgement.

During your ownership, the Town will send an annual letter asking you to confirm that you are living in your home as your primary residence. Additional procedures are included herein for refinancing your primary mortgage and the resale process.

Requests for further information can be directed to:

Director, Lexington Planning Office
1625 Massachusetts Avenue, Lexington, Massachusetts 02420
Attention: Aaron Henry, Director
Telephone: 781-698-4560, Email: ahenry@lexingtonma.gov

Regional Housing Services Office
141 Keyes Road, Concord, Massachusetts 01742
Attention: Elizabeth Rust
Telephone: 978-287-1090, Email: liz@RHSOhousing.org



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David Kucharsky, Assistant Director
Lori Kaufman, Department Assistant

PINE GROVE VILLAGE **ANNUAL VERIFICATION**

Dear Pine Grove Village owner:

At the time of conversion from coop to condominium, affordable housing restriction or deed rider was placed on the property to ensure that your home would continue to be affordable. This deed rider creates an obligation between you and the Monitoring Agent to comply with the restrictions in your deed.

On an annual basis, you will be asked to provide a self-certification of compliance and return it to the Town. The certification asks about refinancing, renting, residency and offers an opportunity for a confidential conversation.

Please note that the Monitoring Agent, as identified in your deed rider, provides several functions in support of your home, such as authorizing refinancing, establishing the selling price of your unit, finding an eligible buyer should you decide to sell your unit, and approving capital improvements to your unit that you wish to be considered toward your resale price. It is essential to inform your Monitoring Agent whenever you begin the process of refinancing or selling your unit to ensure that you stay in compliance with your deed rider. The Town can assist you by providing specific instructions for resale, refinancing and other related matters.

For further information, please contact:

Director, Lexington Planning Office
1625 Massachusetts Avenue, Lexington, Massachusetts 02420
Attention: Aaron Henry, Director
Telephone: 781-698-4560
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PINE GROVE VILLAGE REFINANCE INSTRUCTIONS

Dear Pine Grove Village owner:

The following is a summary on how to refinance your first mortgage or to obtain a second mortgage under the Program.

We wish to emphasize that before you may close on a new first or second mortgage, the Town of Lexington must review your written request to refinance, and issue a written approval.

We strongly encourage households to apply through banks who are aware of the resale restrictions and guidelines for affordable housing programs. These banks will likely have access to additional first-time homebuyer programs that may be of great assistance and increase your buying power such as the Massachusetts Housing Partnership's ONE Mortgage Program or MassHousing no-MI product.

Your proposed new first or second mortgage must meet these guidelines:

- The loan must have a fixed interest rate through the full term of the mortgage. Note that Home Equity lines of credit do not have fixed interest rates, and therefore are not eligible for this program.
- Have a current fair market interest rate no more than 2 percentage points above the current MassHousing Rate. For the current MassHousing Rate, call (617) 854-1000 or visit www.masshousing.com
- The interest rate must be locked in – not floating.
- Have a loan amount of the combined first and second mortgages no greater than 97% of the Maximum Resale Price*
- The loan can have no more than 2 points.
- Mortgage co-signers are not accepted and loans from non-institutional lenders will not be accepted.

Once you have obtained the loan information, please mail the following information to the Town of Lexington to obtain approval.

1. A letter from you, the Homeowner, requesting approval to refinance or obtain a second mortgage. Your letter should include:
 - The amount of the refinance or second mortgage requested
 - The reason for the request (i.e., better interest rate, cash out, etc.)
 - A phone number where you may be reached during the day
 - The name and contact number of the closing attorney

- The full name of the lending institution
 - A copy of the recent mortgage statement showing the amount remaining for all current debt on the property.
2. The Commitment Letter from your lender, with documentation of the new loan terms to include:
- Interest Rate, Points, APR (Annual Percentage Rate)
 - Loan Type (i.e., Conventional, Fixed)
 - Rate Lock Expiration Date
 - Length of Loan (i.e., 15yr, 30yr)

The Town will respond to a complete refinancing request within a two-week period.

*The Maximum Resale Price is derived by using the formula that appears in your affordable housing deed rider.

Requests for resale information directed to:

Director, Lexington Planning Office
1625 Massachusetts Avenue, Lexington, Massachusetts 02420
Attention: Aaron Henry, Director
Telephone: 781-698-4560
Email: ahenry@lexingtonma.gov

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PINE GROVE VILLAGE

CAPITAL IMPROVEMENTS POLICIES AND PROCEDURES

Dear Pine Grove Village owner:

The Town of Lexington is the Monitoring Agent for your property, as noted in the Affordable Housing Deed Restriction. Capital improvements must be approved by the Town of Lexington in order to be considered for addition to the resale price of your home.

Capital improvements are defined as “necessary maintenance improvements, **not covered by a condominium or homeowner’s association** that if not done would compromise the structural integrity of the property.

NOTE: Some of these items will be covered by your condominium fee.

New roof	Septic tank replacement
Exterior painting due to deterioration	Heating or plumbing replacement
Structural deficiencies such as termite or other pest damage, water damage, or other maintenance as required	The replacement of siding, shingles or clapboard due to damage or long-term wear
Replacement of windows due to damage or long-term wear and tear	Accessibility Accommodations
Appliance replacement (stove, dishwasher, refrigerator)	Other improvements identified by the owner and approved by the Town of Lexington

The cost of improvements such as the installation of outdoor decks, flooring (except in the case of replacement due to damage or long-term wear) additions, garages, landscaping, and other items that could be defined as upgrades or luxury improvements cannot be added to the resale price when a property is sold.

If a condominium or homeowner’s association imposes a special assessment, we will take the cost to the homeowner into consideration on a case by case basis, and additional documentation may be required. If the homeowner is purchasing materials and completing the project on their own, only the cost of the materials will be taken into consideration.

Please be advised that the time of resale we will take into consideration the current value of the improvement based on a standard depreciation schedule. For example, if a new heating system

is installed for \$5,000, and the owner sells the property ten years later, the full \$5,000 will not be added to the resale price.

To begin the review process, please mail a letter requesting approval for the cost of a capital improvement, including:

- a description of the work to be done
- an estimate of the cost
- an explanation of why the work is a capital improvement.

If the request is approved, a copy of the paid invoice after the completion of the work will be required. At that time, the Town will consider the useful life of the improvement and prepare a depreciation schedule for the cost of the improvement.

Requests for capital improvements or questions can be directed to:

Director, Lexington Planning Office
1625 Massachusetts Avenue, Lexington, Massachusetts 02420
Attention: Aaron Henry, Director
Telephone: 781-698-4560
Email: ahenry@lexingtonma.gov

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PINE GROVE VILLAGE RESALE PROCEDURES

Dear Pine Grove Village owner:

The Town of Lexington, as the Monitoring Agent is responsible for ensuring that Affordable Units at Pine Grove Village are conveyed in accordance with the terms of the Affordable Housing Restriction for the property.

Any kind of deed transfer must be approved by the Town of Lexington. This includes adding or removing someone from the deed.

A note about inheriting the property, the Program guidelines describe the requirements. A transfer by will or by an executor or administrator of the owner's estate to the owner's spouse will not trigger the resale or transfer restrictions in the Deed Rider provided that the executor or administrator within 90 days of his/her appointment has given the Monitoring Agent notice of the devise or inheritance of the unit and that the owner's spouse intends to continue to use the unit as a principal residence. Any other person who is an heir must demonstrate to the Monitoring Agent's satisfaction within the 90-day period that he/she is an eligible purchaser, otherwise that person must transfer the unit in accordance with the Deed Rider.

The resale process can be summarized as follows:

1. **Notice:** Owner provides Town of Lexington and Lexington Housing Authority with "Conveyance Notice" indicating that they are intending to sell the property, providing necessary information. Your written notice should include your name, the property address and a phone number where you can be reached during the day, and the completed Property Information form.
2. **Resale Price:** After receiving the Conveyance Notice, the Town will send a written response to you stating the price for which you may sell your home, and the marketing period. This price is called the *Maximum Resale Price*, and is determined based on the formula in your Deed Rider. The Maximum Resale Price of your home is calculated by multiplying the appropriate current median income by the maximum resale price multiplier factor listed in the deed rider, provided that the calculated price is affordable to a household earning 80% of the Area Median Income. Additionally a 2.5% resale fee is added to the calculated price, which is paid by the buyer.
3. **Conversion Payoff:** After receiving the Conveyance Notice, the Lexington Housing Authority will send a written response to you stating the amount of the Affordability Trust Payment Conversion that will be paid at closing.

4. **Marketing:** For a period of 90 days, the Town reserves the right to restrict the sale of the home to a buyer who is income-eligible under the Program. If an eligible buyer is located, but is unable to secure financing within the 90-day period, the Town has an additional 60 days to locate another eligible buyer. Town of Lexington markets the unit (with cooperation from Owner) and locates an Eligible Buyer in accordance with the AFHMP guidelines.
5. **Ineligible Purchaser:** If an eligible buyer is not located during the 90-day period (or subsequent 60-day period), you may sell your home to an ineligible buyer, although preference must be given to a household earning between 80% and 120% of area median income. The price to the ineligible buyer is still the Maximum Resale Price. The 2.5% resale fee still applies, and you are responsible for any additional broker fee. The new buyer must sign a deed rider identical in form and substance to the seller's deed rider, and they are subject to the same rights and restrictions.
6. **Buyer Contract:** When the buyer's eligibility has been verified, and the inspection period is over, both the seller and the buyer should retain legal counsel and sign a purchase and sale agreement (provided by the Seller).
7. **Seller Pre-Closing:** The Seller provides other required information for buyer, including fire and smoke alarm certificates and condo information for banks.
8. **Closing Documents:** Buyer provides Town of Lexington loan commitment letter, the signed and witnessed Homebuyer Disclosure Statement (Form), and closing attorney contact information at least two weeks prior to closing. The Town prepares and sends the closing documents to the closing attorney (Compliance Certificate, Resale Price Certificate, Affordable Housing Restriction (Form) and non-Financial Mortgage (Form)) for recording at closing. The Lexington Housing Authority provides conversion payoff to closing attorney in escrow for Owner.

Requests for resale information can be directed to:

Director, Lexington Planning Office
1625 Massachusetts Avenue, Lexington, Massachusetts 02420
Attention: Aaron Henry, Director
Telephone: 781-698-4560
Email: ahenry@lexingtonma.gov

Regional Housing Services Office
141 Keyes Road, Concord, Massachusetts 01742
Attention: Elizabeth Rust
Telephone: 978-287-1090
Email: liz@RHShousing.org



TOWN OF LEXINGTON
PLANNING OFFICE

1625 Massachusetts Avenue
Lexington, Massachusetts 02420
781-698-4560

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

Aaron Henry, Planning Director
David Kucharsky, Assistant Director
Lori Kaufman, Department Assistant

PINE GROVE VILLAGE
MONITORING FORMS

- 1. ANNUAL SELF-CERTIFICATION FORM**
- 2. PROPERTY INFORMATION FORM**
- 3. HOMEBUYER DISCLOSURE STATEMENT**



Regional Housing Services Office

Serving Acton, Bedford, Burlington, Concord, Lexington, Sudbury and Weston

141 Keyes Road
Concord MA 01742
(978) 287-1090

www.RHSOHousing.org
info@RHSOHousing.org

Date

Dear Owner,

I am writing on behalf of the Town of Lexington. When you purchased your home, an affordable housing restriction or deed rider was placed on the property to ensure that your home would continue to be affordable. This deed rider creates an obligation between you and the Monitoring Agent to comply with the restrictions in your deed.

On behalf of the Town of Lexington and the Monitoring Agent, the Regional Housing Services Office (RHSO) is performing its annual review to ensure compliance with your deed restrictions. The RHSO, a partnership between the towns of Acton, Bedford, Burlington, Concord, Lexington, Sudbury and Weston, provides pro-active monitoring services to preserve and protect each Town's affordable housing. **In order to comply with your deed restriction, you are required to fill out and sign the enclosed self-certification of compliance and return it to the RHSO office by Friday, November 4th, 2016.**

Please note that the Monitoring Agent, as identified in your deed rider, provides several functions in support of your home, such as authorizing refinancing, establishing the selling price of your unit, finding an eligible buyer should you decide to sell your unit, and approving capital improvements to your unit that you wish to be considered toward your resale price. **It is essential to inform your Monitoring Agent whenever you begin the process of refinancing or selling your unit to ensure that you stay in compliance with your deed rider.** The RHSO staff can assist you by providing specific instructions for resale, refinancing and other related matters.

Affordable housing is a hallmark of our community, and Lexington is committed to preserving the units we have as well as finding new opportunities to increase our stock of affordable housing. Owners of affordable homes are an important asset to our efforts, and we encourage you to publicly voice your support for affordable housing projects - at Town Meeting and other forums.

Please complete and return the second page of this letter **before November 4th, 2016** in the enclosed stamped envelope. Please visit the new RHSO website – www.rhsohousing.org for more information and contact the RHSO staff for any questions or assistance at 978-287-1092 or Lara@RHSOHousing.org.

Sincerely,

Lara Plaskon
Regional Housing Services Office



Regional Housing Services Office

Serving Acton, Bedford, Burlington, Concord, Lexington, Sudbury and Weston

141 Keyes Road
Concord MA 01742
(978) 287-1090

www.RHSOHousing.org
info@RHSOhousing.org

2016 Owner Self-Declaration:

Name, Address, Lexington, MA 02420

THIS SECTION IS REQUIRED (Please only check the statements that apply to your household).

I, _____, do affirm the following:

(Please print your name)

- _____ I am the current owner of the property.
- _____ I am living in this home as my primary dwelling.
- _____ I am current in my housing payments, including property taxes, condominium fees, mortgage payments.
- _____ I have not rented out my unit in the past year (Jan 2016 or later).
- _____ I rented my unit, but obtained prior approval from the Town before doing so.
- _____ I have refinanced my unit (Jan 2016 or later).
- _____ If I refinanced, I obtained prior approval from the Town.
- _____ I made capital improvements (Jan 2016 or later), and I obtained prior approval from the Town for the improvements I would like to be considered towards my resale price.

_____ Signature _____ Date

THIS SECTION IS OPTIONAL

The following optional data is helpful and useful for preserving and increasing affordable housing. We appreciate your participation.

There are _____ people living in my housing unit.

My Condominium/Homeowner's Association fee is currently \$_____.

☐ I would like to be contacted for a confidential discussion.

Contact Information:

Phone number: _____ Email address: _____

RESALE PROPERTY INFORMATION FORM

Please complete this form and return to agent

Name of Development: _____

Seller Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Showing Instructions: _____

of Units/Homes in Development: _____ Size of Home: _____ sq. ft. Date Built: _____

Style of Home: (Check One)

☐ Single Family

☐ Town Home

☐ Detached Condominium

Condominium/Association Fee, if applicable: \$____per month

Estimated Annual Taxes: \$_____ per year

☐ Town Water ☐ Septic System

About the Unit:

of Bedrooms: ☐ One ☐ Two ☐ Three, # of Bathrooms: ☐ 1 ☐ 1 ½ ☐ 2 ☐ 2 ½

Garage: ☐ Yes, # of cars 1 or 2 (circle one) ☐ No _____ # parking spaces included

Basement: ☐ Yes ☐ No

Heat: ☐ Gas ☐ Electric ☐ Oil, included in condo fee? ☐ Yes ☐ No

Check One ☐ Forced Hot Air ☐ Forced Hot Water

Pets Allowed? ☐ Yes ☐ No

Appliances included in home sale:

Condition of Appliances (excellent, good, fair, poor)

Refrigerator	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Stove/Oven	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Microwave	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Garbage Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Washer/Dryer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____

If no, is there a washer and dryer hookup ☐ Yes ☐ No

Central Air Conditioning: ☐ Yes ☐ No

Hard Wood Floors: ☐ Yes ☐ No

Parking: _____

Condition of Walls/Paint, Carpets, Flooring, Bathroom Fixtures?

Please list any other features of the unit, outstanding and/or significant work completed:

KEEP THIS DOCUMENT ACCESSIBLE
IT CONTAINS VALUABLE CONTACT INFORMATION

HOMEBUYER DISCLOSURE STATEMENT

This Homebuyer Disclosure Statement summarizes your rights and obligations in purchasing this home. You are about to purchase a home located at ____**Pine Grove**____, in ____**Lexington**____, Massachusetts (the “Municipality”) at less than the home’s fair market value. The home was constructed under a state or federal housing subsidy program that requires that this home be sold to a purchaser who meets certain income and asset requirements. When you sell the home, that same opportunity will be given to the new buyer. In exchange for the opportunity to purchase the home at less than its fair market value, you must agree to certain use and transfer restrictions. These restrictions are described in detail in a Deed Rider that will be attached to the deed to your home and recorded at the Registry of Deeds.

PLEASE REMEMBER:

- You must occupy this home as your primary residence;
- You must obtain consent from the Town of Lexington (referred to as the “Monitoring Agent” in this Homebuyer Disclosure Statement) before renting, refinancing or granting any other mortgage, or making any capital improvements to your home;
- You must give written notice to the Monitoring Agent when you decide to sell your property.

The contact information for the Monitoring Agent is listed in the Deed Rider.

Please read the Deed Rider restriction in its entirety because it describes and imposes certain important legal requirements. It is strongly recommended that you consult an attorney to explain your legal obligations and responsibilities.

Primary Residence

You must occupy your property as your primary residence.

Renting, Refinancing and Capital Improvements

You must obtain the prior written consent of the Monitoring Agent before you do any of the following:

- Rent your home;
- Refinance an existing mortgage or add any other mortgage including a home equity loan; or
- Make any Capital Improvements (for example, a new roof or a new septic system – see attached Capital Improvements Policy) if you wish to get credit for those costs (at a discounted rate) when you sell your home.

Before taking any action, please contact the Monitoring Agent for instructions on renting, mortgaging, or making capital improvements to your home. If you do not obtain the required consent from the Monitoring Agents, you can be required to pay all of the rents or proceeds from the transaction to the Municipality.

Resale Requirements

When you sell your home, you are required to give written notice to the Monitoring Agent of your desire to sell so that they may proceed to locate an Eligible Purchaser for your home. Your sale price will be computed by the Monitoring Agent based on the formula set forth in the Deed Rider to reflect your original purchase price plus certain limited adjustments.

The allowed sale price is defined as the “Maximum Resale Price” in the Deed Rider. It is calculated by adjusting the purchase price you paid for the home to reflect any change in the area median income from the time you purchased the home to the time of the resale plus:

- (a) The Resale Fee as stated in the Deed Rider;
- (b) Approved marketing fees, if any; and
- (c) Approved Capital Improvements, if any.

The Maximum Resale Price can never be more than the amount which is affordable to an Eligible Purchaser earning the area median income percentage, as described by the formula set forth in the Deed Rider. The sales price will also never be less than the purchase price you paid, unless you agree to accept a lower price.

The Monitoring Agent has up to 90 days after you give notice of your intention to sell the home to close on a sale to an Eligible Purchaser, or to close on a sale to a Monitoring Agent, or to a buyer that one of them may designate. This time period can be extended, as provided in the Deed Rider, to arrange for details of closing, to locate a subsequent purchaser if the first selected purchaser is unable to obtain financing or *for lack of cooperation* on your part.

It is your obligation to cooperate fully with the Monitoring Agent during this resale period.

If an Eligible Purchaser fails to purchase the home, and neither the Monitoring Agent (or their designee) purchases the home, you may sell the home to a purchaser who does not qualify as an Eligible Purchaser (in this event, this purchaser is referred to as an ineligible purchaser), subject to the following:

- (i) the sale must be for no more than the Maximum Resale Price;
- (ii) the closing must be at least 30 days after the closing deadline described above;
- (iii) the home must be sold subject to a Deed Rider; and
- (iv) if there are more than one interested ineligible purchasers, preference will be given to any purchaser identified by the Monitoring Agent as an appropriately-sized household whose income is close to the restricted income limit.

Any sale by you to an Eligible Purchaser, or to an ineligible purchaser (as described in the Deed Rider), is subject to the normal and customary terms for the sale of property, which are set forth in the Deed Rider and which will be included in your Purchase and Sale Agreement. .

There is no commitment or guarantee that an Eligible Purchaser will purchase the home, or that you will receive the Maximum Resale Price (or any other price) for your sale of the home.

A sale or transfer of the home will not be valid unless (1) the total value of all consideration and payments of every kind given or paid by the selected purchaser do not exceed the Maximum Resale Price, and (2) the Compliance Certificate that confirms that the sale or transfer was made in compliance with the requirements of the Deed Rider is executed by the Monitoring Agent and recorded at the Registry of Deeds by the closing attorney.

If you attempt to sell or transfer the home without complying with the Deed Rider requirements, the Monitoring Agent may, among their other rights, void any contract for such sale or the sale itself.

Foreclosure

In the event that the holder of a mortgage delivers notice that it intends to commence foreclosure proceedings, the Deed Rider gives the Municipality an option to purchase the home (or to designate another party to purchase the home) for a period of 120 days after notice of the Lender's intent to foreclose.

If this foreclosure purchase option is exercised, the purchase price will be the greater of (i) the amount of the outstanding balance of the loan secured by the mortgage, plus the outstanding balance of the loans secured by any mortgages senior in priority, up to the Maximum Resale Price as of the date the mortgage was granted, plus any future advances, accrued interest and/or reasonable costs and expenses that the mortgage holder is entitled to recover, or (ii) the Maximum Resale Price at the time of the foreclosure purchase option, except that in this case the Maximum Resale Price may be less than the purchase price you paid. By signing the Deed Rider, you are agreeing that you will cooperate in executing the deed to the Municipality (or its designee) and any other required closing documents.

If the foreclosure purchase option has not been exercised within 120 days of delivery of the foreclosure notice to the Monitoring Agents, the mortgage holder may conduct a foreclosure sale. The mortgage holder or an ineligible purchaser may purchase the home at the foreclosure sale, subject to the Deed Rider.

If the sale price at the foreclosure sale is greater than the purchase price that would have applied for the Municipality's foreclosure purchase option as described above, the excess will be paid to the Municipality. By signing the Deed Rider, you are agreeing to assign any rights and interest you may otherwise have in the balance of any foreclosure proceeds available after satisfaction of all obligations to the holder of the foreclosing mortgagee, for delivery to the Municipality.

There is no commitment or guarantee that the Municipality will exercise the foreclosure purchase option, or that your Lender will receive the Maximum Resale Price (or any other price) in any foreclosure sale of the home. In addition, the foreclosing lender retains the right to pursue a deficiency against you.

Violation of Restriction Requirements

If you violate any of the Restriction terms, you will be in default and the Monitoring Agent may exercise the remedies set forth in the Deed Rider.

If one or more of the Monitoring Agents brings an enforcement action against you and prevails, you will be responsible for all fees and expenses (including legal fees) for the Monitoring Agent(s). The Monitoring Agent(s) can assert a lien against the home to secure your obligation to pay those fees and expenses.

Acknowledgements

By signing below, I certify that I have read this Homebuyer Disclosure Statement and understand the benefits and restrictions described. I further certify that I have read the Affordable Housing Deed Rider and understand the legal obligations that I undertake by signing that document.

I also certify that I have been advised to have an attorney review this document and the Affordable Housing Deed Rider with me.

Dated _____, 20_____

Homebuyer

Witness

Homebuyer

Witness

AFFIRMATIVE FAIR HOUSING MARKETING PLAN FOR PINE GROVE VILLAGE

**Resale Units
Lexington, MA**

**Town of Lexington, Monitoring Agent
November 2017**

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PURPOSE OF PLAN

This Affirmative Fair Housing Marketing Plan is for resale units at the Pine Grove Village Condominium on Judges Road in Lexington MA. This condominium is converting from cooperative to condominium, and 11 of the 16 units will be restricted through a Regulatory Agreement and the Universal Deed Rider. These units are currently occupied, and the current shareholders will become unit owners in the condominium.

The Regulatory Agreement and Deed Rider forms of restriction require an Affirmative Fair Housing Marketing Plan (AFHMP). This AFHMP specifies how resales will be handled for the 11 ownership units, implementing the income restrictions and any and all other procedures set forth below in compliance with the DHCD Affirmative Fair Housing Marketing Plan guidelines updated December 2014.

The Deed Rider outlines the resale process, and the program guidelines provide additional guidance.

The Town of Lexington, as the Monitoring Agent, is responsible for ensuring that Affordable Units at Pine Grove Village are conveyed in accordance with the terms of the Affordable Housing Restriction for the property.

Any kind of deed transfer must be approved by the Town of Lexington. This includes adding or removing someone from the deed, including through inheritance.

A note about inheriting the property, the Program guidelines describe the requirements. A transfer by will or by an executor or administrator of the owner's estate to the owner's spouse will not trigger the resale or transfer restrictions in the Deed Rider provided that the executor or administrator within 90 days of his/her appointment has given the Monitoring Agent notice of the devise or inheritance of the unit and that the owner's spouse intends to continue to use the unit as a principal residence. Any other person who is an heir must demonstrate to the Monitoring Agent's satisfaction within the 90-day period that he/she is an eligible purchaser, otherwise that person must transfer the unit in accordance with the Deed Rider.

The resale process can be summarized as follows:

Notice: Owner provides Town of Lexington with "Conveyance Notice" indicating that they are intending to sell the property, providing necessary information. The written notice includes name, the property address and a phone number, and the completed Property Information form.

Resale Price: After receiving the Conveyance Notice, the Town will send a written response stating the sales price, and the marketing period. This price is called the **Maximum Resale Price**, and is determined based on the formula in the Deed Rider. The Maximum Resale Price is calculated by multiplying the appropriate current median income by the maximum resale price multiplier factor listed in the deed rider, provided that the calculated price is affordable to a household earning 80% of the Area Median Income. Additionally a 2.5% resale fee is added to the calculated price, which is paid by the buyer.

Marketing: For a period of 90 days, the Town will market and try locate a buyer who is income-eligible under the Program. If an eligible buyer is located, but is unable to secure financing within the 90-day period, the Town has an additional 60 days to locate another eligible buyer. Town of Lexington markets the unit (with cooperation from Owner) and locates an Eligible Buyer in accordance with the AFHMP guidelines. The Town may elect to market the home using the First-Come First-Served method (FCFS) or a lottery. If a lottery is used, the application period will be scheduled to accommodate the 90-day marketing period (perhaps 10-14 days).

Ineligible Purchaser: If an eligible buyer is not located during the 90-day period (or subsequent 60-day period), the unit may be sold to an ineligible buyer, although preference must be given to a household earning between 80% and 120% of area median income. The price to the ineligible buyer is still the Maximum Resale Price. The 2.5% resale fee still applies, and the seller is responsible for any additional broker fee. The new buyer must sign a deed rider identical in form and substance to the seller's deed rider, and they are subject to the same rights and restrictions.

Buyer Contract: When the buyer's eligibility has been verified, and the inspection period is over, both the seller and the buyer should retain legal counsel and sign a purchase and sale agreement (provided by the Seller).

Closing Documents: Buyer provides Town of Lexington loan commitment letter, the signed and witnessed Homebuyer Disclosure Statement, and closing attorney contact information at least two weeks prior to closing. The Town prepares and sends the closing documents to the closing attorney (Compliance Certificate, Resale Price Certificate, Affordable Housing Restriction (Form) and non-Financial Mortgage (Form)) for recording at closing.

OUTREACH

A marketing plan for an affordable housing lottery demonstrates and ensures Fair Housing regulations are complied with and that the units are made available to a wide audience of qualified people.

The marketing and outreach activities are intended to communicate and advertise these opportunities. The following list is not intended to be exhaustive, but to convey the minimum requirements.

In general, the plan for outreach for resale units includes sending notices or flyers to local groups and organizations, and notices for website publications.

Group	What to send
Notice to Lexington Town Committees and employees	Email notice
Interested Person database	Email Notice/Flyer
Town of Lexington website	Website
Lexington Council on Aging	Flyer
Lexington Youth & Family Services	Flyer
Metrolist Clearinghouse	Flyer
Mass Access Housing Registry	Website
Fair Housing Center of Boston	Notice
Massachusetts Affordable Housing Alliance	Website
Metropolitan Boston Housing Partnership	Flyer
South Middlesex Opportunity Council	Flyer
Community Teamwork	Flyer

ELIGIBILITY AND PREFERENCES

INCOME

Income eligibility, as stated in the Guidelines, is governed by the rules and standards employed by the Department of Housing and Urban Development ("HUD") in the selection of income-eligible tenants for publicly subsidized housing, as determined in the manner described in 24 CFR 5.609. The provisions of this section are intended to complement and not to override or supersede any applicable fair marketing regulations of DHCD, the Massachusetts Commission Against Discrimination, or any Town regulation with jurisdiction and like purpose, to provide low and/or moderate income housing.

The applicant household is required to be at or less than 80% of the Boston Region Area Median Income (AMI) as published by HUD for total Gross Annual Household Income. Gross Annual Household Income includes all income prior to any deductions from all adult household members.

ASSETS

Household assets shall not exceed \$75,000 in value for the affordable units. Assets include, but are not limited to all cash, cash in savings accounts, checking accounts, certificates of deposit, bonds, stocks, cash value of retirement accounts,

value of real estate holdings and other capital investments. The value of necessary personal property (furniture, vehicles) is excluded from asset values.

Assets that are included conform to the guidance from DHCD, and include retirement and pension funds amounts that can be withdrawn less penalties or transaction costs.

FIRST-TIME HOMEBUYER

All qualified applicants shall be first-time homebuyers and must not have had an ownership interest in a residential property for the preceding 3 years, including in trust, with exceptions made for:

1. displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
2. single parents, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant);
3. households where at least one household member is 55 or over;
4. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and
5. households that owned a property that was not in compliance with State, local or model building codes and that cannot be brought into compliance for less than the cost of constructing a permanent structure.

HOUSEHOLD SIZE PREFERENCE

The Household size preference is used in lottery situations. If the resale will be offered via First-Come First-Served, then the household size preference does not apply. If the unit will be offered via lottery, there will be preference given in the lotteries with respect to the number of bedrooms needed.

A "household" is defined as two or more persons who will regularly live in the unit as their primary residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or an individual.

Within an applicant pool, first preference shall be given to households requiring at least the total number of bedrooms in the unit based on the following criteria:

1. There is at least one occupant and no more than two occupants per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom.
3. School-aged children of the opposite sex are not expected to share a bedroom.
4. Other household members may share but shall not be required to share a bedroom.

LOCAL PREFERENCE

There is no local preference permitted after initial sale.

LOTTERY PROCEDURES

If the resale will be using a lottery process, the following procedures apply.

The Lottery Agent will provide a complete application package to each person requesting an application. The application form and package is attached and provides ample detail on the procedures and process, including a description of the eligibility requirements, as well as the date of lottery and how the lottery winners will be chosen.

Applications will be available on-line, and sent to any requesting party, and will also be available at the Lexington Public Library.

Key elements of the lottery process include:

- Only qualified eligible applicants will enter the lottery.
- Applicants will be notified of their standing and drawing results.
- A minority pre-lottery will be held if required.
- The lottery will be held in a public setting, and the results posted.
- Records will be retained for audit purposes.

The ballots are randomly drawn and placed in the order drawn. Units are awarded to households based on bedroom sizes, by proceeding down the list of lottery winners to the first household on the list which is of appropriate size for the size of the unit being sold.

Before Purchase and Sale Agreement has been signed, final income and assets will be verified to ensure the buyer's verified income meets the eligibility income limits, if over 60 days.

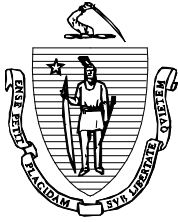
Mortgage must meet requirements, which currently include:

1. The loan must have a fixed interest rate through the full term of the mortgage.
2. The loan must have a current fair market interest rate, no more than 2 percentage points above the current MassHousing rate.
3. The loan can have no more than 2 points.
4. The buyer must provide a down payment of at least 3%; half must come from the buyer's own funds.
5. The loan must be from a financial institution.
6. The buyer may not pay more than 38% of their monthly income for the housing costs.
7. Non-household members shall not be permitted as co-signers of the mortgage.

AFFORDABILITY RESTRICTIONS

It is important that the potential homeowner be advised and is fully aware of the restrictions on the property, and the documents assist the purchaser in understanding the complexities in the deed restriction.

1. There is the deed rider itself, which is available in hard copy in the office and by the Monitoring Agent, as well as on the sellers deed.
2. The terms of the deed restriction are detailed in the disclosure section of the application, and acknowledgement signatures are required.
3. The Homeowner Disclosure Statement, provided by the Monitoring Agent, is required be signed and witnessed prior to closing.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Kornegay, Undersecretary

November 21, 2017

Pine Grove Village Cooperative Corporation
Pine Grove Village Condominium Association
11 Individual Unit Owners of the Pine Grove Village Condominium Association
c/o Ms. Claire M. McClennan
Alan Slawsby & Assocs.
P.O. Box 6700
Holliston, MA 01746

Lexington Housing Authority
c/o Ms. Caileen Foley, Executive Director
1 Countryside Village
Lexington, MA 02420

Re: 1-16 Judges Rd., Lexington, MA 02421; Preliminary Exemption Request
Pursuant to M.G.L. c. 40T, § 6 (a) (iv)

Dear Ms. McClennan:

For the reasons stated below, and based upon the information provided in your Exemption Request dated July 17, 2017, and received by the Department of Housing & Community Development (“DHCD” or the “Department”) on July 20, 2017, and accompanying and subsequent communications, the Department has preliminarily determined that the sale (the “Sale”) of 1-16 Judges Rd., Lexington, MA 02421 (the “Property”), by Pine Grove Village Cooperative Corporation (the “Seller”) to Pine Grove Village Condominium Association, 11 Individual Unit Owners of the Pine Grove Village Condominium Association, and the Lexington Housing Authority (“LHA”) (collectively, the “Buyers”) is exempt from the provisions of Sections 3 and 4 of M.G.L. c. 40T (the “Act”), and the regulations thereunder at 760 CMR 64.00 *et seq.*, provided that affordability is continued and extended to the extent outlined in the above-referenced Exemption Request and accompanying and subsequent communications. This exemption is granted under Section 6 (a) (iv) of Chapter 40T and 760 CMR 64.07 (1) (a).

DHCD’s determination is based upon the following factors:

1. By submission of its preliminary exemption request, Seller provided notice of its intention to sell the property to a preservation buyer pursuant to Chapter 40T, § 6 (a) (iv) or equivalent in accordance with 760 CMR 64.03 (1) (d). Defects in such notice as to timing and content, if any, are *de minimis* pursuant to 760 CMR 64.03 (5), and require no curative notice, in that they caused no harm to the interests protected by M.G.L. c. 40T, as sale to a qualified preservation buyer in now in process.
2. Buyer and Seller have executed a “purchase contract” for the Property pursuant to M.G.L. c. 40T, § 1, and 760 CMR 64.07 (3) (d) 1.
3. In connection with the sale of the Property, Seller and Buyer have acknowledged that the Property currently consists of 16 units, all of which are currently covered by “publicly-

assisted housing” Restrictions, as defined in M.G.L. c. 40T, § 1, in that (a) all of the units are subject to affordability restrictions pursuant to Section 13A 1966 Mass. stat. c. 708 (“Section 13A”), expiring March 1, 2019, and (b) five of the units are subject to restrictions pursuant to project-based assistance under the rental voucher program provided for annually in item 7004-9024 of section 2 of the Massachusetts general appropriation act (“MRVP”), expiring between October 31 and December 31, 2019. Three of the five units which are subject to MRVPs have mobile Section 8 voucher holders in them and, upon natural turnover, the MRVP project-based vouchers will be utilized.

4. In connection with the sale of the Property, Sellers and Buyer have agreed that after the Sale the five units currently subject to MRVP affordability restrictions will be owned by LHA as condominium units and will be subject to “publicly-assisted housing” Restrictions, as defined in M.G.L. c. 40T, § 1, as they will remain subject to project-based MRVP Subsidy.
5. By submission of its preliminary exemption request, Seller provided notice of its intention to terminate the Section 13A restrictions. A 2-Year Notice of Termination pursuant to M.G.L. c. 40T, § 2 (a), and 760 CMR 64.03 (1) (a) should have been served approximately November, 2015, two years before the early termination of the Section 13A restrictions. Seller and Buyers contend that any defects in such notice as to timing and content are *de minimis* pursuant to 760 CMR 64.03 (5), and require no additional notice is required, in that they caused no harm to the interests protected by M.G.L. c. 40T, as the affected tenants are protected from the late notice by the terms and conditions of the subsequent affordability requirements for the Property which, although not covered as “publicly-assisted housing” as defined in M.G.L. c. 40T, § 1, provide equivalent affordability protections to the 11 affected tenants (those tenants not currently receiving MRVP rental assistance).
6. The plan of development is to convert the existing cooperative corporation that currently owns the Property and then leases individual units to equity holders in the cooperative into a condominium form of ownership, in which the common areas will be owned by the condominium association and 11 of the individual units will be owned by individuals (or couples), with current residents remaining in their current units, subject to recorded affordability deed riders limiting the income of unit purchasers to Low Income individuals and couples and the price at which units can be sold to prices affordable to Low Income families. The limitation on sales price is a new limitation not currently applicable to sales of cooperative interests in the Property and therefore expands the current affordability of the Property. The five units currently subject to MRVP rent restrictions will be owned by LHA as part of the condominium and will be rented to tenants subject to MRVP restrictions as provided above and below. Metro Housing will administer the MRVPs following the sale of the Property.

7. The Department has reviewed the newly applicable affordability requirements and agrees with the Buyer and Sellers that the newly applicable affordability requirements are materially and substantially equivalent to the Chapter 40T-covered affordability restrictions currently in place as to number of units covered, number of bedrooms covered, maximum income level of incoming residents, and ongoing payments equivalent to rent (taxes and condominium fees; any capital payments towards equity in the current cooperative being equivalent to payments towards the purchase price of the condominium units for future owners). *See* 760 CMR 64.02 (1) *Equivalent Affordability Restriction*. The Department finds that the only element of M.G.L. c. 40T protections that would not be continued under the new condominium ownership structure for the Property are the M.G.L. c. 40T-specific protections of notice of termination of affordability restrictions and ability of the Commonwealth to purchase the Property upon sale to prevent the loss of affordability. The Department has determined that the new ownership structure provides substantially equivalent protections, as the affordability deed riders are in perpetuity. Therefore, there will be no conceivable termination of the affordability of the 11 privately owned condominium units. The current cooperative owners will become condominium owners remaining in their current units, and they have been apprised of the risks and costs of homeownership and have knowingly agreed to assume those responsibilities in exchange for their homeowner's rights in the new ownership structure. Similarly, the interests of the Commonwealth and the Institutional Recipients in preserving the affordability of the 11 units through purchase pursuant to M.G.L. c. 40T, § 6, will not be necessary because the deed riders will protect the affordability of the units in perpetuity. The five MRVP units to be owned by LHA will remain subject to M.G.L. c. 40T.
8. In connection with the sale of the Property, Seller and Buyer have agreed, and DHCD has acknowledged, that, except as to the five MRVP units to be owned by LHA, the Property will cease to be "publicly-assisted housing" after the Sale.
9. The exemption in this case is pursuant to the Seller's representations in its request for exemption and subsequent communications that the Seller has taken reasonable and diligent actions pursuant to 760 CMR 64.02 (2) (a) to continue the affordability of this Property through "publicly-assisted" housing and that, because of the unique nature of the current cooperative structure, the desires of the current cooperative unit owners, and the resources available to maintain the long-term affordability of the property. The Department determines, based on the materials submitted, that the Seller has, in fact, taken reasonable and diligent actions as defined in 760 CMR 64.02 (2) (a) to continue the affordability of the Property.
10. Buyer LHA represents and agrees that as a condition of this preliminary exemption and any subsequent final exemption, it and any successors or assigns will renew the project-based MRVP contracts in whole through the period covering at least the date 30 years from the date of the Sale, provided, however, that at the time of such renewal, such assistance is available to the owner on economic terms and conditions that are

comparable to the existing project-based rental assistance contract. The conditions of this paragraph survive the preliminary exemption as provided herein. The Department reserves the right to issue any additional conditions necessary to ensure compliance with the intent of this preliminary exemption, consistent with the requirements of the Act and 760 CMR 64.00 on the grant of a Final Exemption Certificate.

11. Upon satisfaction and completion of the continuing conditions contained in the Final Exemption Certificate, or the demonstration by the Seller and Buyer LHA that completion of such condition is futile, or its terms have been exhausted or are otherwise no longer applicable to preserve the affordability of the Property, the Department will execute a certificate indicating that the conditions of the Final Exemption Certificate have been discharged as to the Property.
12. This Sale will result in the extension of affordability, through a commitment to extend the affordability period of the MRVP restrictions for at least 30 years as to five units and through replacement by a comparable affordability requirements in perpetuity as to the other 11 units, consistent with DHCD minimum expectations regarding preservation of affordability. 760 CMR 64.02 (2) (d).
13. Therefore the Seller and Buyer have demonstrated that the transaction “preserves affordability” as defined in M.G.L. c. 40T, § 1, and 760 CMR 64.02 (2) because the Sale will result in the extension of affordability of the Property as detailed above and the Sale has no adverse effect on the current “publicly-assisted housing” tenants.

Therefore, the proposed transaction meets the standards for a preliminary exemption pursuant to section 6 (a) (iv) of M.G.L. c. 40T and 760 CMR 64.07 (1) (a), (3) (d) 1. Provided that the Sale is completed upon materially the same terms and conditions described in your request for an exemption under M.G.L. c.40T, within the time limits of 760 CMR 64.07 (3) (f), DHCD will issue a final certificate of exemption upon the closing of the Sale and submission of evidence of compliance with the currently applicable conditions of Paragraph 10 regarding renewal of current applicable MRVP affordability requirements applicable to the Property.

We are heartened by your continued commitment to preserving affordable housing. If you have any questions, please contact me at 617-573-1529.

Yours truly,



Michael E. Malamut
Counsel
direct: (617) 573-1529
fax: (617) 573-1515
michael.malamut@state.ma.us

Ms. Claire M. McClennan
Ms. Caileen Foley
Re: Pine Grove Village
Preliminary Exemption Request
November 21, 2017
Page 5

cc: Mr. Carl F. Valente, Town Manager, Town of Lexington (electronically)
Mr. Bill Brauner, CEDAC (electronically)
Margaret F. Turner, Esq., Greater Boston Legal Services (electronically)
Jeffrey Sacks, Esq., Nixon Peabody (electronically)
Alexander Rosso, Esq., Nixon Peabody (electronically)

1 PINE GROVE VILLAGE AFFORDABILITY TRUST

2

3 This ____ day of _____, 2017, Lexington Housing Authority, located

4 in Lexington, Massachusetts, TRUSTEE (individually, a “Trustee” and, together with its

5 successors and all others serving hereunder as trustee, collectively referred to herein as

6 “Trustees”), declares that it will hold any property, real or personal, which may hereafter be

7 acquired by the Trustees or which may be transferred to the Trustees by any person or trust, IN

8 TRUST, for the following purposes and with the following powers:

9 ARTICLE 1

10 PROVISIONS FOR THE BENEFICIARIES

11 1.1. Purpose of this Trust. This trust is being established for the purpose of holding

12 certain funds from the Town of Lexington (“Funds”) for the benefit of the tenant shareholders

13 (the “Shareholders”) of Pine Grove Village Cooperative Corporation, a Massachusetts

14 cooperative corporation (the “Cooperative”), which are related to the conversion of the

15 ownership structure of the property (the “Property”) known as the Pine Grove Village located at

16 1-16 Judges Road in Lexington Massachusetts from a cooperative to a condominium (the

17 “Condominium”). The Property consists of sixteen (16) units of housing (the “Units” and each,

18 a “Unit”), which the Shareholders presently occupy. As of the date hereof, there are two classes

19 of Shareholders of the Cooperative: (i) Shareholders occupying units designated for low income

20 individuals (collectively referred to as “Low Income Shareholders” and individually referred to

21 as a “Low Income Shareholder”) and (ii) Shareholders occupying units designated for moderate

22 income individuals (collectively referred to as “Moderate Income Shareholders” and individually

23 referred to as a “Moderate Income Shareholder”). Each of the Low Income Shareholders has

24 elected to receive their respective share redemption value at the time they redeem their shares of

the Cooperative. With respect to the Moderate Income Shareholders, this trust is being created to facilitate the grant by the Moderate Income Shareholders to the Town of Lexington (the “Town”) of a more restrictive affordability covenant on the sale price of their Units after the redemption of their shares of the Cooperative. The Trustees shall have no responsibility to monitor or enforce any covenant of the master deed, bylaws or other agreements relating to the Condominium.

1.2. Receipt of Trust Property. Upon receipt of property to be held hereunder, the Trustees shall hold and administer the property for the benefit of the Moderate Income Shareholders as follows:

1.2.1. Moderate Income Shareholders. Each Moderate Income Shareholder and the Unit that such Moderate Income Shareholder presently occupies is identified on Schedule A attached hereto. Upon the establishment of the Condominium, each Moderate Income Shareholder shall redeem his/her interest in the Cooperative, terminate his/her lease with the Cooperative and purchase the Unit which such Moderate Income Shareholder presently occupies. If a Moderate Income Shareholder notifies the Trustees sixty (60) days prior to a sale of his or her Moderate Income Unit (a “Timely Sale Notice”), the Moderate Income Shareholder or his or her estate if a Moderate Income Shareholder is deceased, shall be entitled to receive the amount specified on Schedule B attached hereto which is applicable to the year such Moderate Income Shareholder sells his or her Unit (the “Benefit Amount”). If a Moderate Income Shareholder does not notify the Trustees at least sixty (60) days prior to a sale of his or her Unit, such Moderate Income Shareholder, or his or her estate if a Moderate Income Shareholder is deceased, shall be entitled to receive within thirty (30) days after the date of the sale of such Unit and delivery of the deed of such Unit to the purchaser thereof, the amount specified on Schedule B attached hereto which

is applicable to the year such Moderate Income Shareholder sells his or her Unit. If the Moderate Income Shareholder delivers a Timely Sale Notice, then the Trustee shall direct the Administrator, as defined in Section 2.1.6, below, to deliver a check payable to the Moderate Income Shareholder in the Benefit Amount to the Town to be held by the Town in escrow with other Town transfer documents in connection with the sale of the unit which check shall be delivered to the closing on the unit sale in escrow pending the delivery and recording of the deed to the Unit. If the closing does not occur within ninety (90) days of such delivery, the Town shall return the check to the Administrator. After a distribution is made to a Moderate Income Shareholder, or to his or her estate, as the case may be pursuant to the provisions of this Section 1.2.1, said Moderate Income Shareholder, or his or her estate, as the case may be, shall immediately cease to be a beneficiary of this trust and shall have no further claims against the Trustee.

1.3. Net Earnings. The Administrator engaged by the Trustee pursuant to Section 2.1.6 shall prepare a report for the Trustees not later than March 1 setting out the amount of Net Earnings as well as a projection of the anticipated administration expenses and such other operating costs of this trust for the current calendar year. The Trustees may, in their sole discretion, allocate to the share of each Moderate Income Shareholder, a pro rata share of the Net Earnings of the trust for that year. Such allocation shall be determined no later than May 1. For purposes of this Section 1.3, "Net Earnings" shall mean interest and dividends earned on the property held and distributed under the provisions of this Article 1, less taxes, administration expenses and such other operating costs of this trust as the Trustees deem necessary and advisable in their sole discretion. Upon the termination of each Moderate Income Shareholder's interest under the provisions of Section 1.2.1, each shall be allocated his or her percentage of the

Net Earnings as may be so allocated, in the Trustees' sole discretion, under the provisions of this Section 1.3.

1.4. Termination Date. This trust shall terminate on the date that the last Moderate Income Shareholder, or his or her heirs, administrators, personal representatives or executors, has sold his or her Unit and the amount specified in accordance with the provisions of Section 1.2.1 has been distributed to said Moderate Income Shareholder, or to his or her estate, as the case may be. At termination of this trust, the property then remaining in this trust shall be distributed to the replacement reserve of the Condominium.

1.5. Rule Against Perpetuities. This trust shall in all events terminate twenty-one (21) years from the death of the survivor of the Moderate Income Shareholders. Upon such termination, the Trustees shall distribute all the property then remaining in such trust, free of all trusts, to any Moderate Income Shareholder, or to his or her estate, as the case may be, who is remaining as a beneficiary hereunder in such amounts and proportions as provided in Section 1.2.1, as if said Moderate Income Shareholder sold his or her unit as of the termination date.

ARTICLE 2

TRUSTEES' POWERS

2.1. Powers Exercisable by the Trustees. In addition to and not in limitation of their common law and statutory powers, the Trustees shall have and may exercise the following powers:

2.1.1. To retain for whatever period they deem advisable any property and to invest and reinvest in any property, both real and personal, regardless of whether any particular investment would be proper for trustees and regardless of the extent of the diversification of the assets in the trust under which such property is held. The Trustees shall be exempt from any liability by

reason of any loss occurring from any investment made or retained by them or any failure of such investments to achieve a certain rate of return. The Trustees shall, in all events, invest the trust property in (i) bonds, notes or other evidence of indebtedness issued by the United States of America; (ii) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, which invest solely in Federal Securities, if rated by S&P, having a rating of AA-Am-G; and (iii) certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC.

2.1.2. To sell and to grant options to purchase all or any part of the trust property, both real and personal, at any time at public or private sale, for such consideration, whether or not for the highest possible consideration, and upon such terms, including credit, as they deem advisable, and to execute, acknowledge and deliver deeds or other instruments in connection therewith.

2.1.3. To hold any securities or other property, both real and personal, in their own names, in the name of such nominee as they shall select, or in the form of "street certificates", without in any of such cases disclosing the fact that such property is held in a fiduciary capacity, and to indemnify any such nominee against any loss resulting from holding such property as nominee.

2.1.4. To keep any trust property at any place within or without the United States or with a depository or custodian at any such place.

2.1.5. To manage and invest any separate shares as a single fund consisting of undivided interests.

2.1.6. To employ others in connection with the administration of the trust including

117 legal counsel, investment advisors, brokers, accountants and agents, notwithstanding the fact that
118 the Trustees may receive a direct or indirect financial benefit as a result of such employment or
119 may be affiliated with any one or more of them, and to pay reasonable compensation in addition
120 to the Trustees' compensation. Pursuant to the provisions of this Section 2.1.6, from time to time
121 the Trustees may employ, and intend to employ, Nixon Peabody LLP, with an office in Boston,
122 Massachusetts (the "Administrator"), to assist with the administration of the trust, including
123 providing legal counsel, custody services, accounting services and trust administration services.

124 2.1.7. To make any distribution or separation into shares in whole or in part in kind, at
125 values determined by them with or without regard to tax basis, and to allocate different kinds and
126 disproportionate amounts of property and undivided interests in property among the shares.

127 2.1.8. To pay, compromise, settle or otherwise adjust any claims, including taxes,
128 asserted in favor of or against either the trust property or the Trustees.

129 2.1.9. To determine, (a) whether any money or property coming into their possession
130 shall be deemed principal or income and whether to apportion the same between principal and
131 income, (b) the manner in which expenses incidental to the administration of the trust shall be
132 borne or apportioned between principal and income, (c) whether any discounts shall be
133 accumulated and (d) what portion, if any, of interest received on bonds purchased at a premium
134 and dividends received on wasting investments shall be added to principal in order to prevent the
135 diminution of principal, and whether to establish reserves from income or principal for such
136 expenditures and for depreciation, depletion, amortization and obsolescence in order to prevent
137 the diminution of principal.

138 2.1.10. To make any distribution or separation into shares in whole or in part in kind, and
139 to allocate different kinds and disproportionate amounts of property and undivided interests in

property among the shares.

ARTICLE 3

NOTICE AND ACCOUNTING BY THE TRUSTEES

3.1. Duty to Inform and Report. Except for the specific accounting provisions set forth in Section 3.2 below, and except as may otherwise be required by law, the Trustees shall have no obligation to comply with the provisions of Section 813 of the Massachusetts Uniform Trust Code.

3.2. Accounting. No later than July 31st of each year the Administrator shall render an annual account of the trust for the preceding calendar year to the Trustees for their review and, not later than thirty (30) days after receipt of the annual account from the Administrator, the Trustees shall review such accounting and shall forward the annual accounting to the Town and, while each is a beneficiary hereof, to each Moderate Income Shareholder or, if a Moderate Income Shareholder is not then legally competent or is not then living and a guardian, conservator, executor, or any other fiduciary has been legally appointed for such Moderate Income Shareholder, to such fiduciary at the address provided to the Trustees. The assent to such account by a majority of the persons to whom the account has been rendered shall be a complete discharge of the Trustees as to all matters included in such account or reflected thereby. The failure of any person to whom such account has been rendered to object to such account by written instrument filed with the Trustees within ninety (90) days after the rendering of such account shall be deemed to be an assent thereto. Any notice to a Shareholder shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, or by reputable overnight courier (such as Federal Express) at the address of such Shareholder's Unit or to such other place as such Shareholder may from time to

time designate by written notice to the Trustees.

3.3. Delivery of Notices to the Town. Annual accounting to the Town shall be delivered as follows:

Town of Lexington
Planning Department
1625 Massachusetts Avenue
Lexington, MA 02420
Attn: Elizabeth Rust
Regional Housing Services Office
Liz@rhsousing.org

ARTICLE 4

PROVISIONS RELATING TO TRUSTEESHIP

4.1. Compensation, Liability and Indemnification. The Trustees shall be entitled to reasonable compensation. The beneficiaries of the trust shall indemnify and hold harmless the Trustees from and against any and all liability arising hereunder except to the extent resulting from the intentional misconduct by the Trustees.

4.2. Resignation. Any Trustee may resign by notifying any other Trustee or, if there is no other Trustee, those persons entitled to an accounting under Article 3 by written instrument signed and acknowledged by the resigning Trustee.

4.3. Appointments. Successor or additional Trustees may be appointed by the Board of Directors of the Citizens' Housing and Planning Authority, a non-profit organization located in Boston, Massachusetts, or any legal successor thereto. Any appointment of a Trustee hereunder shall be by a written and acknowledged instrument and shall not take effect until the appointee shall endorse his or her acceptance thereon. At any time when two or more Trustees are serving hereunder, they shall act by unanimous consent of the Trustees authorized to act.

4.4. Domestic Trust. There shall always be at least one Trustee who is a U.S. Person

as that term is defined in section 7701(a)(30) of the Internal Revenue Code (“U.S. Person”). The U.S. Person Trustee shall have the authority to make all substantial decisions (as that term is defined in Treasury Regulation §301.7701-7(d)(1)(ii)) related to the administration of this trust. If there are two or more Trustees then serving, at least a majority of the Trustees shall be U.S. Persons, and the U.S. Person Trustees shall have the authority to make all substantial decisions related to the administration of this trust.

4.5. Incapacity of Trustee. A Trustee shall be incapacitated if he or she is mentally or physically incapable of performing his or her duties. The determination of a Trustee’s incapacity shall be made by a majority of the partners of the Affordable Housing Group in the Boston office of the law firm of Nixon Peabody LLP, or such firm as may then be the successor to its law practice. If a Trustee shall be deemed incapacitated, he or she shall be deemed to have resigned, and such resignation shall take effect without the need for any action by such Trustee. If such incapacity results in there being no Trustee capable of performing his or her duties, a Trustee shall forthwith be appointed pursuant to the provisions of Section 4.3. A determination hereunder, when supported by the certificate of an Independent Physician, shall be final and binding on all persons interested or relying thereon.

4.6. Delegation of Duties. The Trustees may from time to time authorize any one or more of them to execute instruments including, without limitation, checks, notes and drafts, on behalf of the Trustees hereunder. Any individual Trustee may delegate from time to time all his powers and duties to the other Trustees only if after such delegation there shall continue to be at least one Trustee capable of performing his duties. Any such delegation shall be by a written and acknowledged instrument delivered to the other Trustees and shall not exceed a period of six (6) months.

4.7. Trustees' Certificate. A written instrument signed by any Trustee as to the identity of the Trustees or as to any other facts or matters relating to the trust or its management shall be conclusive as to all facts stated in such instrument in favor of any person relying thereon, and no one dealing with any Trustee shall be held to see to the application of any money or property transferred to or upon the order of such Trustee.

4.8. Exculpation. Any decision made by the Trustees involving a discretionary power under this trust, any computation made for the purpose of distributing the trust property shall be final and binding on all persons interested.

ARTICLE 5

TRUST IS IRREVOCABLE

This trust is irrevocable and it may not be amended or revoked.

ARTICLE 6

RECORDING OF DOCUMENTS

6.1. Recording of Trust. If at any time the Trustees hold title to real estate or any interest therein, other than through a nominee, this instrument shall be recorded, if possible, in the registry of deeds for the county or district where such real estate is situated, unless the law or standards of title affecting real estate allow proof of title through the recording of Trustees' certificates, affidavits or in some other manner.

6.2. Recording of Changes. As long as the Trustees hold title to real estate, any instrument evidencing any resignation, removal, appointment, acceptance or amendment shall be recorded, if possible, in the registry of deeds for the county or district where such real estate is situated, unless no such recording is required or the law or standards of title affecting real estate allow the recording of any such change through Trustees' certificates, affidavits or in some other

manner. Any such change shall take effect when the instrument evidencing such change, or such other document as the case may be, is so recorded. If such recording is not possible or required, the change shall take effect upon compliance with the applicable provisions of Article 4.

ARTICLE 7

GOVERNING LAW, DEFINITIONS AND TITLES

7.1. Governing Law. This trust shall at all times be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. The Trustees may administer any trust established hereunder in accordance with the laws of the Commonwealth of Massachusetts or such other place as the Trustees shall from time to time determine.

7.2. Determination of Incompetency. The determination of whether an individual is incompetent shall be made by an Independent Physician. An individual shall be deemed incompetent if he or she is: (a) incapacitated mentally or physically to the point which prevents his or her regular and timely transaction of business affairs or (b) currently under legal guardianship or conservatorship. A determination hereunder, when supported by the certificate of an Independent Physician, shall be final and binding on all persons interested or relying thereon.

7.3. Independent Physician. For purposes of each trust hereunder, the term "Independent Physician" shall mean a physician who is not eligible, whose spouse is not eligible and who is not legally obligated to support a person who is eligible to receive income or principal from this trust.

7.4. Internal Revenue Code. All references to the Internal Revenue Code shall mean the Internal Revenue Code of 1986 or any successor Code as the same may from time to time be amended.

7.5. Miscellaneous Definitions. Whenever the context permits, the term “Trustees” shall include the Trustee or Trustees then serving hereunder, the term “executor” shall include “administrator” and “personal representative,” the use of a particular gender shall include any other gender, and references to the singular or the plural shall be interchangeable.

7.6. Titles. The titles of all Articles hereunder are inserted for reference only and do not affect the interpretation of this trust.

7.7. Effective Date. This agreement shall take effect when signed by the Trustees.

ARTICLE 8

NAME OF TRUST

This trust may be referred to as the “Pine Grove Village Affordability Trust.”

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, _____, duly authorized to act on behalf of Lexington Housing Authority, the Trustee, has hereunto set his/her hand and seal, the day and year first above written, executing two identical copies of this instrument, each of which shall constitute an original.

LEXINGTON HOUSING AUTHORITY

Trustee

By: _____

Its: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____, duly authorized to act on behalf of Lexington Housing Authority, Trustee, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

SCHEDULE A

MODERATE INCOME SHAREHOLDERS

Moderate Income Shareholder

Name Social Security Number or Tax ID Number
and Contact Information

Unit Number

SCHEDULE B

AMOUNTS DUE TO MODERATE INCOME SHAREHOLDERS UPON SALE OF UNIT

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Consider draft charge for Ad Hoc Residential Exemption Policy Study Committee (5 min.)

PRESENTER:

Joe Pato

ITEM NUMBER:

I.11

SUMMARY:

At its October 30 meeting, the Board voted to accept the Residential Exemption Working Group recommendation to form an ad-hoc committee to study and make policy recommendations regarding the adoption of the residential exemption.

A proposed charge for the ad-hoc committee and timeline will be presented for review and comment.

This item appears as item 2 in the list of 21 goals the Board is working on in FY18-FY19.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

8:30 p.m.

ATTACHMENTS:

Description	Type
 Draft committee charge	Exhibit

Ad Hoc Residential Exemption Policy Study Committee

DRAFT: 11/23/17

- Members:** Five voting members.
- Appointed by:** The Board of Selectmen
- Length of Term:** Terms end upon delivery and acceptance of all recommendations to the Board of Selectmen in accordance with the established deliverables schedule as outlined below.
- Meeting Times:** As determined by the Committee. A minimum of one evening meeting to solicit public comment shall be required.
- Description:** Preserving affordability for residents is the Board's top financial goal. This ad-hoc committee will continue the work of a fact finding working group formed to study the Residential Exemption and analyze if adopting the exemption could help reduce the property tax burden on seniors and make it easier for residents to remain in their homes. The ad-hoc committee will focus on identifying policy questions and will make recommendations to the Selectmen regarding the residential exemption.
- Deliverables:** By May 1, 2018, the ad-hoc committee will present policy recommendations and implementation options to the Board of Selectmen based on completing the following tasks:
- Review and update the analysis prepared by the preceding working group.
 - Characterization of the expected effects of adopting the exemption on:
 - Impacts on residents including:
 - Seniors
 - Tenants
 - Residents whose homes are in trust
 - The Lexington real estate market – including purchasers and developers.
 - Fairness issues associated with implementing the exemption.
 - Summarizing the experience and implementation practices of communities that have adopted the exemption.
 - Summarizing the results of a public information and comment session to obtain general feedback on implementation of the exemption from Lexington residents.

Criteria for Membership: Members shall demonstrate sound business experience or good judgment; no member shall have a beneficial interest in a Lexington residential property ineligible for the residential exemption. Two members of the committee will be appointed from the Board of Selectmen.

Staff Support: The committee will have access to the Assessing department to understand local issues in implementation of the exemption.

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

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

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve Use of the Battle Green - Lexington Minute Men

PRESENTER:

Suzanne Barry, Chairman

ITEM NUMBER:

C.1

SUMMARY:

The Lexington Minute Men, in collaboration with the Lexington Historical Society and Lexington's Visitors Center, have requested permission for use of the Battle Green on Sunday, December 10, 2017 from 7:00 a.m. until 3:30 p.m. The event is a re-enactment of the Lexington tea burning protest of 1773. There will be a first musket drill (non-firing) at 10:00 a.m. At 12:15 p.m., there will be a second musket drill (and firing demonstration). The Minute Men will conclude by firing one volley for every Lexington man lost (total of 10) on April 19, 1775.

SUGGESTED MOTION:

Motion to approve the consent agenda.

FOLLOW-UP:

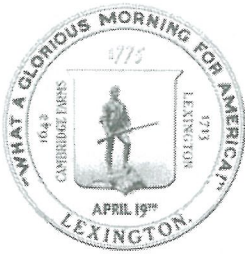
Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

ATTACHMENTS:

Description	Type
 Battle Green Request for 12-10-17	Backup Material



**TOWN OF LEXINGTON
SELECTMEN'S OFFICE**



**APPLICATION FOR
BATTLE GREEN PERMIT**

The Board of Selectmen issues permits for the use of the Battle Green (see attached regulations). Please fill in this form completely and return to the Selectmen's Office no less than two weeks prior to the requested date.

NAME, PHONE NUMBER, and EMAIL ADDRESS OF A RESPONSIBLE

CONTACT: MAUREEN RYNN, MANAGER, LEXINGTON VISITORS
CENTER, 1875 MASSACHUSETTS AVE LEXINGTON MA 02420. PHONE

DATE AND TIME OF EVENT: SUNDAY, DECEMBER 10, 2017

NATURE OF EVENT: RE-ENACTMENT OF THE LEXINGTON TEA
BURNING BONFIRE OF DEC 13, 1773 ON THE VISITORS CENTER
LAWN AND THE BATTLE GREEN

EXPECTED NUMBER OF PARTICIPANTS, SPECTATORS, AND VEHICLES: 150 - 200 participants and/or spectators

DURATION OF EVENT: 7AM - 3:30 pm

STATEMENT OF EQUIPMENT AND FACILITIES TO BE USED: BUILDING A SMALL
BONFIRE WITH A PERIMETER OF ROCK OR STONE. INSTALLATION OF MESS TENT TO
DEMONSTRATE A COLONIAL ENCAMPMENT.

SECTION OF THE GREEN DESIRED: IN FRONT OF VISITORS CENTER TO THE RIGHT
SIDE LAWN TOWARD BUCKMAN TAVERN.

ADDITIONAL INFORMATION: SEE ATTACHED FOR FULL
DESCRIPTION

Authorized Signature

Federal Identification No. or

Social Security Number



Town of Lexington Economic Development Office

Melisa Tintocalis
Economic Development Director

Tel: (781) 862-0500 ext. 257
mtintocalis@lexingtonma.gov

Maureen F. Rynn
Lexington Visitors Center Manager

November 6, 2017

Application for Battle Green Permit
Additional information:

The Town of Lexington Visitors Center in partnership with the Lexington Minute Men and the Lexington Historical Society seek to celebrate our Town's revolutionary history through a day long living history exhibition featuring the Lexington Training Band and a re-enactment of the tea burning bonfire protest which occurred on December 13th, 1773. On the Visitor's Center grounds, overlooking the site of the original tea burning, we, the partners, propose to set up a partial encampment where the Minute Men Company unit will muster, cook/eat period appropriate food, conduct musket drills, conduct firing demonstrations, march with fife and drum around grounds and the Battle Green, mingle with and educate the public, and participate in a robust "tea burning" conducted by re-enactors of the Lexington Historical Society.

The event involves building a small bonfire which visitors can throw tea into. The bonfire will be built and supervised by the Lexington Boy Scouts under the direction of Hank Manz. The location of the bonfire will be located on the dirt pathway leading away from Buckman Tavern toward the sidewalk leading to the Visitors Center. An application for permit for the bonfire is being filed with Paul Bates, Fire Prevention Inspector, Lexington Fire Department.

Final Itinerary-

7:00am: Members of the Lexington Training Band set up camp.

9:00am: Period breakfast served for the LTB at mess tent. Start cooking fire for lunch.

10:00am: First Musket Drill, non-firing. Inspection and run through the Manual of Arms. March to the Battle Green & muster near the rock.

11:00am: Demonstration of 18th century cooking methods with Sgt. Michael Duncan Smith.

11:30pm: Period lunch served for the LTB at mess tent.

12:00pm: Parade march the grounds and green in military formation with fife and drum. Muster on the Battle Green near the rock.

12:15pm: Second Musket Drill and firing demonstration on the Battle Green. Inspection and run through the Manual of Arms. Conclude by firing one volley for every Lexington citizen lost (ten total) on April 19th, 1775.

1:00pm: March back to camp with fife and drum. Prepare for tea burning re-enactment.

1:30pm: Participate in the tea burning in conjunction with the Lexington Historical Society.

2:00pm: Immediately following the tea burning re-enactment, interact with the public about the event, answer questions, and recruit.

3:30pm: Break down camp.

The Lexington Minute Men, Inc.

(Member, The Centennial Legion of Historic Military Commands, Inc.)



Post Office Box 1775
Lexington, Massachusetts 02420

November 6th, 2017

Lexington Selectmen
Town of Lexington, Massachusetts
1625 Massachusetts Avenue
Lexington, MA 02420

Dear Lexington Selectmen,

On Sunday, December 10, 2017 with permission from the Board of Selectmen, the Lexington Minute Men Company in collaboration with the Lexington Historical Society and the Town of Lexington Visitors Center will re-enact our annual commemoration of the Lexington tea burning protest of 1773. We extend an open invitation to the public to the Lexington Tea Burning commemorating this historic bonfire three days before the Boston Tea Party. We encourage colonial dress and the active participation of the public in the reading of the resolution passed by Town Meeting on December 13, 1773.

In the words written by Reverend Jonas Clarke the public declares "... we do with the greatest seriousness & Sincerity, come into the following Resolves...."

... If any Head of Family in this Town, or any Person shall purchase or Consume any Tea, such person shall be looked upon as an Enemy to this Town, & to this Country"

We further declare

"...with Gratitude to our Brethren in Boston, ... We shall be ready to Sacrifice our Estates, and every thing dear in Life, Yea & Live itself, in support of the common Cause."

Our itinerary for the day (attached) includes an 18th century soldier encampment, musket drills with one firing demonstration on the Green, 18th century cooking demonstrations, and music culminating with members of the audience invited to join the Lexington Minute Men Company in the burning of the tea.

The Lexington Minute Men Company, the oldest Militia Company in continuous existence since the Revolutionary War, is dedicated to increasing knowledge and understanding of our Country's birth through school visits, historical re-enactments, and speaking engagements.

On behalf of Steve Conners, Captain Commanding, the Lexington Minute Men Company, the Lexington Historical Society, and the Town of Lexington Visitors Center, we appreciate your support and look forward to receiving the Board of Selectmen's permission for this event.

Sincerely,
Robert Roell, Corporal, Lexington Minute Men

"Stand your ground – Don't fire unless fired upon; But if they mean to have a war Let it begin here."
-April 19, 1775 – Captain Parker

Lexington Minute Men “Tea Burning” Itinerary December 10, 2017

Mission: We the Lexington Minute Men, in partnership with the Lexington Historical Society & the Lexington Visitor’s Center, seek to celebrate our Town’s revolutionary history through a day long living history exhibition featuring the Lexington Training Band and a re-enactment of the tea burning bonfire which occurred on December 13th, 1773. On the Visitor’s Center grounds, near the site of the tea burning, we propose to set up a partial encampment where our unit will muster, cook/eat period appropriate food, conduct musket drills, conduct a firing demonstration, march with fife and drum around grounds and the Battle Green, mingle with and educate the public, and participate in a robust “tea burning”.

Final Itinerary-

7:00am: Members of the Lexington Training Band set up camp.

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-April 19, 1775 – Captain Parker*

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Waive ZBA Comprehensive Permit Fee-LexHab's Lowell St. Housing Project

PRESENTER:

ITEM NUMBER:

C.2

SUMMARY:

As LexHab moves forward with the Lowell Street affordable housing project, they will file an application with the Zoning Board of Appeals for a Comprehensive Permit. It has been the Town's practice to waive ZBA filing fees for Town departments/agencies.

SUGGESTED MOTION:

Move to waive the ZBA Comprehensive Permit fee for the 52 Lowell Street affordable housing project.

FOLLOW-UP:

BOS office to send letter to ZBA staff.

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve One-Day Liquor Licenses

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

C.3

SUMMARY:

Spectacle Management, is seeking approval for three (3) One-Day Liquor licenses to serve Beer and Wine at Cary Memorial Hall, 1605 Massachusetts Avenue on the following dates:

- Dec 2 - Gin Blossoms 7:00 p.m. - 11:00 p.m.
- Dec 8 - Vienna Boys Choir 6:30 p.m. - 10:30 p.m.
- Dec 15 - Judy Collins 7:00 p.m. - 11:00 p.m.

SUGGESTED MOTION:

Move to approve the Consent Agenda

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

ATTACHMENTS:

Description	Type
1-Day LL - Spectacle Management	Backup Material



TOWN OF LEXINGTON SELECTMEN'S OFFICE

APPLICATION FOR ONE-DAY LIQUOR LICENSE

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

BUSINESS/FUNDRAISING ORGANIZATION: Spectacle Management

CONTACT NAME AND NUMBER: Jack Lally,

ADDRESS FOR MAILING: 4 Muzzey St. Lexington MA 02420

EMAIL ADDRESS: _____

TITLE/PURPOSE OF EVENT: 3 Events in December, 2017 at Cary Hall

LOCATION AND ADDRESS: Cary Memorial Hall, 1605 Massachusetts Avenue

DATE OF FUNCTION: See attached listing of shows

TIMES OF FUNCTION: See attached listing of shows

TYPE OF LIQUOR TO BE SERVED: Beer and Wine

DATE AND TIME WHEN LIQUOR DELIVERED: 4:00 PM for all shows

DATE AND TIME WHEN LIQUOR REMOVED: by 11:00 PM for all shows

ADDITIONAL INFORMATION: _____

Jack Lally
Authorized Signature

Federal Identification No. or

Social Security Number

December, 2017 Events at Cary Memorial Hall

<u>Date</u>	<u>Event</u>	<u>Performance</u>	<u>Doors Open - Close</u>	<u>Show Type</u>
<u>Dec. 2,</u>	<u>Gin Blossoms</u>	<u>8:00 PM</u>	<u>7:00 - 11:00 PM</u>	<u>Concert</u>
<u>Dec. 8</u>	<u>Vienna Boys Choir</u>	<u>7:30 PM</u>	<u>6:30 - 10:30 PM</u>	<u>Concert</u>
<u>Dec. 15</u>	<u>Judy Collins</u>	<u>8:00 PM</u>	<u>7:00 - 11:00 PM</u>	<u>Concert</u>

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Water and Sewer Commitment

PRESENTER:

David J Pinsonneault

ITEM NUMBER:

C.4

SUMMARY:

Water and Sewer Commitment Section 1 \$ 2, 267,230.77

SUGGESTED MOTION:

Motion to approve the above Water and Sewer Commitment.

FOLLOW-UP:

Treasurer / Collector

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

ATTACHMENTS:

Description	Type
 Section 1 backup	Cover Memo



Department of Public Works
Town of Lexington
Water and Sewer Enterprise Funds
FISCAL YEAR 2018

COMMITMENT FA0118

SECTION 1

GRAND TOTALS

WATER	\$1,107,443.79	\$1,107,443.79
SEWER	\$1,159,786.98	\$1,159,786.98
TOTAL:	<u>\$2,267,230.77</u>	<u>\$2,267,230.77</u>

To the Collector of Revenue for the Town of Lexington:

You are hereby authorized and required to levy and collect of the persons named in the list of water/sewer charges herewith committed to you and each one of his/her respective portion herein set down of the sum total of such list. Said sum being:

Two million, two hundred sixty-seven thousand, two hundred thirty dollars and 77/100

And pay the same into the treasury of the Town of Lexington
and to exercise the powers conferred by law in regard thereto.

DIRECTOR OF PUBLIC WORKS

11/20/17

BOARD OF SELECTMEN

11/27/17

Treasurer/Collector, Director of Public Works, Water/Sewer Billing

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve Minutes and Executive Session Minutes

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

C.5

SUMMARY:

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

- August 2, 2017 Summit 1
- August 14, 2017 BOS;
- August 28, 2017 BOS;
- September 11, 2017 BOS

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

- August 28 ,2017
- September 11, 2017

SUGGESTED MOTION:

Motion to approve the minutes of:

- August 2, 2017 Summit 1
- August 14, 2017 BOS;
- August 28, 2017 BOS;
- September 11, 2017

Motion to approve but not release the executive minutes of

- August 28 ,2017
- September 11, 2017

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

ATTACHMENTS:

Description	Type
☐ August 2, 2017 Summit 1 minutes	Backup Material
☐ August 14, 2017 BOS minutes	Backup Material
☐ August 28, 2017 BOS minutes	Backup Material
☐ September 11, 2017 BOS minutes	Backup Material

Summit Meeting 1
Board of Selectmen, School Committee, Appropriation Committee,
and Capital Expenditures Committee
August 2, 2017

A Summit was held Wednesday, August 2, 2017 at 7:00 p.m. in the Public Services Building Cafeteria, 201 Bedford St. Board of Selectmen (BOS): Ms. Barry, (Chair); Mr. Kelley; and Mr. Lucente were present along with Mr. Valente, Town Manager; Ms. Hewitt, Budget Officer; Mr. Goddard, Facilities Director; Ms. Batitte, Recreation and Community Programs Director; Ms. DiNisco, DiNisco Designs; and Ms. Siebert, Recording Secretary.

Also present: School Committee (SC) members: Mr. Alessandrini (Chair); Ms. Colburn; Ms. Jay; Ms. Lenihan plus Dr. Czajkowski, Superintendent of Schools; and Ms. Billings-Fouhy, Lexington Children's Place Director. Appropriation Committee (AC) members: Mr. Bartenstein (Chair); Ms. Basch; Mr. Levine; Ms. Yang; Ms. Yan; and Mr. Padaki. Capital Expenditures Committee (CEC) members: Ms. Hai (Chair); Ms. Manz; Mr. Smith; Mr. Kanter; Mr. Cole; and Ms. Beebee.

Ms. Barry called the meeting to order at 7:00 p.m. and the other committees followed suit. Ms. Barry explained that, due to the nature of the meeting, no public comment would be taken.

Update on Sellars Property Sale (430 Concord Ave.) and Release of Artis for Past Judgments (Board of Selectmen Vote Only)

Closing on the sale of 430 Concord Avenue is scheduled for August 4, 2017. Artis Senior Living, the buyer, requests that the Board of Selectmen release Artis from past judgments against the seller, Mr. Sellars, for zoning and wetland violations on the property. As part of its purchase of the property, Artis has agreed to address all wetland remediation. Town Counsel asks the Board of Selectmen to authorize the Town Manager to sign the agreement as details are still being revised at this time.

Upon motion duly made and seconded, the Board of Selectmen voted 3-0 to approve and authorize the Town Manager to sign the Release of Artis Senior Living from previous judgments against John Sellars for the property at 430 Concord Avenue, in substantially the form presented to the Selectmen.

Discussion of Building Options for 20 Pelham Road Property

On June 8, 2017, the assembled committees asked the DiNisco design team to determine possible locations for the Lexington Children's Place (LCP) on the 20 Pelham Road parcel, given that it has been voted to demolish the existing building. Based on DiNisco's subsequent recommendations, the Schools overwhelmingly chose one of two locations on the western portion of the buildable area, away from the Youville facility. The design team continues to study options for an expanded Community Center, viewing the site as one open campus, but it recognizes LCP as the priority, now that LCP and the expanded Community Center projects have been de-coupled.

Summit 1 – August 2, 2017

Tonight, Ms. DiNisco asked the assembled committees to approve the LCP location so that a schematic design, including a stormwater management proposal, can be ready by September 6 and approved at the next Summit on September 13. If funding passes this fall, LCP occupancy is envisioned for September 2019.

An in-depth analysis of the Pelham Road property has found wetlands, a vernal pool with wood frogs, ledge, a steep slope near Pelham Road, an existing detention pond, and places where an elevated ground water table exists. Although the Conservation Commission views matters on a case-by-case basis, recent experience with other building projects has led DiNisco to believe that construction will be allowed within the 100' wetland buffer, although not within the 50' buffer.

DiNisco's building proposal now shows a seven-classroom facility with room enough on the site for an adjacent four- classroom extension. The design team's goal was to minimize site costs without adversely affecting the program or future potential for an expanded Community Center. The new building would achieve Lexington's sustainability standards. It is envisioned as a one-story structure as educators do not support a taller building that might house a non-conventional grade configuration with kindergarten classrooms on a second floor.

Superintendent Dr. Czajkowski stated the new space, not including the possible 4-classroom extension, is designed to accommodate 187 slots, an addition of 30 slots from the current LCP capacity. The morning program is more desirable for special needs students; regular education students more often stay the full day. LCP Director Ms. Billings-Fouhy said four of the planned seven classrooms can accommodate afternoon programs.

There would be 75 parking spaces to accommodate LCP plans. Additional Community Center parking has not been discussed at this stage.

Mr. Kelley suggested that inclusion of the 4-classroom extension building shell be considered, even if the space is not strictly needed at this time. Mr. Kelley further recommended not to allow vehicular entrance and exit via Massachusetts Avenue due to poor sightlines. He conveyed the hope that an agreement can be reached with the Scottish Rite, which has agreed to permit existing traffic through the museum property.

Mr. Goddard summarized the meeting's conclusions: there is no objection to the LCP siting as proposed; the design team will proceed with a schematic design estimate, including sustainability estimates based on an all-electric power source, for approval at the next Summit on September 13, 2017. After caucusing to discuss the extended shell concept, the consensus was not to include it since the proposal without the shell is intended to satisfy program needs for 10 years.

In a final note, Dr. Czajkowski noted that there are now 200 more students registered than at this time last year. An additional kindergarten section and an additional fifth grade class will be added at Estabrook but classroom aid coverage there has now reached maximum capacity.

Ballot Questions for Potential Debt Exclusion Vote

Three issues were considered:

Summit 1 – August 2, 2017

- Capital Projects to Consider for Debt Exclusion and how to group the projects
- Uses of Capital Stabilization Fund
- Updating for Debt Service Model

Mr. Valente said that cost estimates updated from March 2017 show a projected increase of \$2.5M for the Hastings School (net of MSBA funding); a projected decrease of \$3.6M for Pelham—Lexington Children’s Place; and postponement of the Community Center expansion. If all questions passed, the total debt exclusion would be \$96,849,195. The Hastings School question would be a separate issue, not to be bundled with any other projects. Mr. Goddard said the \$2.5M estimate change at Hastings School was due to an increase in cost for the geo-thermal system, increased site costs, and a recalculation of the MSBA reimbursement.

At a recent meeting of Chairs and an additional member (Plus One) of the Board of Selectmen, School Committee, Appropriation Committee, and Capital Expenditures Committee, a concept was raised by the Appropriation Committee Chair to remove the items for purchase of 20 Pelham Road and 173 Bedford Street from the debt exclusion since these purchases have already been made and there is no plan to dispose of the properties should a debt exclusion vote not pass. Instead, \$12.5M in Capital Stabilization funds would be used to cover the purchase amounts, which are currently being financed with short-term Bond Anticipation Notes. The current balance of the Capital Stabilization Fund is approximately \$28M.

Mr. Bartenstein (AC) explained that the proposal to seek excluded long-term debt for these properties unconventional because it would not give the voters the usual choice about whether the Town should expend funds for this purpose. Mr. Bartenstein also noted that since the interest rate on the Town’s latest long-term bond issue was 3.1%, whereas the cash held in the Capital Stabilization Fund is now earning only about 1% there would be interest savings of about \$250,000 per year over the life of the loan. With a high school project probably on the horizon, Mr. Bartenstein suggested it would be prudent to limit long-term debt costs as much as possible.

Ms. Barry (BOS) asked what using Capital Stabilization Funds would do to the debt service model. Mr. Valente said the model has not been updated as yet but, in his view, using Capital Stabilization Fund cash would limit the Town’s future financial flexibility.

Ms. Colburn (SC) said the idea of using Capital Stabilization funds was worth investigating and she would like to see a demonstration of how it would affect debt peaks and taxpayer exposure over the lifetime of the debt load. Mr. Bartenstein said he sees this as a timing issue; by using cash from the fund to reduce the debt incurred, tax mitigation would be spread over a longer time—the full 20 or 30 year life of the avoided loan—resulting in less “bang for buck” in the short term but extending the mitigation benefits beyond FY2024.

The committees caucused to consider taking the purchase prices of 20 Pelham Road and 173 Bedford Street off the debt exclusion list. Ms. Hai reported that the Capital Expenditures Committee was unanimous in recommending they be removed and felt that doing so provided certainty that the cost would not be carried forward in the model; Mr. Bartenstein reported that the Appropriation Committee confirmed its earlier vote to use Capital Stabilization Funds

Summit 1 – August 2, 2017

although it acknowledged that rolling over the current short-term loans, which have an interest rate of about 1%, could allow the decision to be deferred temporarily without addition cost. Mr. Alessandrini said the School Committee concurred with the Appropriation Committee and the Capital Expenditures Committee; Ms. Barry said the Board of Selectmen chose not to take a position until all members are present to hear the proposal and consider the question. The item will be added to the Board of Selectmen's agenda for August 14, 2017.

Mr. Goddard confirmed that the Community Center expansion will not be included on this debt exclusion question. The project is now in study mode; more information will be forthcoming at the next Summit meeting in September.

The debt service model will be revised possibly twice: once after the Selectmen make their decision on August 14, 2017 and again after the Summit in September.

Mr. Bartenstein said two other questions were raised at the Plus One meeting that should be discussed at a later date. The first was whether Town Meeting's appropriation for the Hastings project should be contingent on the passage of a town-wide debt exclusion. If Town Meeting passes it and the voters do not, a non-contingent appropriation means that the Hastings project would then have to be financed within the tax levy, resulting in a major impact to the Operating Budget. The second question is whether other projects should be included in the debt service model that have so far not been included, such as the high school. Ms. Barry said she would add these items for discussion on the September 13 Summit agenda.

Adjourn

Upon motion duly made and seconded, the Board of Selectmen voted 3-0 to adjourn at approximately 8:50 p.m.

A true record; Attest:

Kim Siebert
Recording Secretary

SELECTMEN'S MEETING
August 14, 2017

A meeting of the Lexington Board of Selectmen was called to order at 6:00 PM. on Monday, August 14, 2017 in the Selectmen's Meeting Room of the Town Office Building. Ms. Barry, Chair; Mr. Kelley; Mr. Pato; Ms. Ciccolo; and Mr. Lucente were present as well as Mr. Valente, Town Manager; and Ms. Siebert, Recording Secretary.

Selectmen Concerns and Liaison Reports

Ms. Barry noted some upcoming non-typical board meeting dates:

- On Friday, September 22, 8:00 a.m. the Board of Selectmen will hold a joint meeting with the Vision 20/20 Committee, the School Committee, and the Planning Board to discuss results of the survey conducted last spring. Ms. Barry and Mr. Lucente will represent the Selectmen at this meeting.
- On Wednesday, September 27, 7:00 p.m. the Selectmen will hold a joint meeting with the School Committee and the Human Services Committee at the Community Center.
- On Tuesday, October 10 at 7:00 p.m. there is a tentatively scheduled information session by the Town Meeting Members Association for the upcoming Special Town Meeting.
- The fall Selectmen's Massachusetts Municipal Association conference is scheduled for Saturday, October 14. Ms. Ciccolo and Mr. Lucente will attend.
- Fall Special Town Meeting is scheduled for the nights of October 16 and 18. The Board of Selectmen will meet those nights at 6:00 p.m. prior to the Special Town Meeting call to order.

Ms. Barry asked the Board to prioritize the goal setting list and return responses to Ms. Axtell, Assistant Town Manager, by Friday, August 18. Goal setting will be an agenda item at the August 28, 2017 Selectmen's meeting.

Town Manager Report

Mr. Valente noted three items:

A letter has been sent to the Department of Public Utilities (DPU) regarding a misleading mailing that Lexington residents have received from Clear Choice Energy. On the DPU's advice, the Town will contact the State Attorney General's Consumer Protection bureau and continue efforts to inform residents about Clear Choice Energy's deceptive correspondence.

On the night of August 17, 2017, the Massachusetts Department of Transportation will resurface Bedford Street from the intersection of the Minuteman Bikepath to the Rte. 128/95 overpass. Massachusetts Department of Transportation (MassDOT) has erected sign boards to alert motorists. The road will remain open during the operation. Mr. Kelley asked if residents along

Selectmen's Meeting – August 14, 2017

the side streets should be alerted to the work schedule. Mr. Valente said that the Town has offered to give MassDOT a list of abutters to facilitate notification but MassDOT has stated they don't notify abutters. He emphasized this is not a Town-originated project.

Mr. Valente reviewed the list of potential Special Town Meeting articles and said his office hopes a draft warrant will be ready for revision/approval at the Selectmen's August 28th Board meeting.

Review Bike Share Location Options

Melisa Tintocalis, Economic Development Director, and Megan Zammuto, Economic Development Coordinator, requested input from the Board of Selectmen regarding the location of a bike share kiosk in Lexington Center. In the spring of 2017, Town Meeting approved pilot program funding of \$27,000 a year for two years through the Center Stabilization Fund for this initiative and a contract has been signed with Zagster, a bike share service provider. Town staff has been working to prepare for a fall 2017 launch, contingent on Historic District Commission's (HDC) Certificate of Appropriateness.

It has been determined that the program will begin with one station in Lexington Center. Installation includes temporary bicycle racks, 14 bicycles, and signage. The DPW would install the concrete pad for an additional, unspecified cost. Based on consideration of safety, access, and visibility of the program, the Engineering Department has selected three sites have as possible station locations:

1. Corner of Massachusetts Avenue and Meriam Street
2. Massachusetts Avenue at the end of Grain Mill Alley
3. Meriam Street and Minuteman Bikeway near the Visitors Center

Staff recommends the corner of Massachusetts Avenue and Meriam Street. The Center Committee and Bike Committee have not yet met to review the locations and offer their recommendations. The Tourism Committee met on July 26, 2017 and while it did not have a quorum, those present recommended that the station be located on Meriam Street and the Minuteman Bikeway, closest to the Visitor Center.

Ms. Ciccolo, Ms. Barry, and Mr. Pato preferred either of the two location options on Meriam Street. Mr. Kelley said he preferred the location closest to the bike path. Mr. Lucente does not prefer the Massachusetts Avenue/Meriam Street location and he would like there to be kiosks outside the Center since the Center seems a likely destination for people to ride the bikes to.

Mr. Kelley asked if the Boston/Cambridge bike share program Hubway had been considered instead of Zagster. Ms. Tintocalis said the upfront costs are higher for Hubway and logistics were more difficult further away from the city. Zagster bikes can also be locked independently whereas Hubway bikes must be locked into a Hubway kiosk. The Zagster program is less expensive for a pilot and can inform a later decision on whether to join the Hubway program.

Selectmen's Meeting – August 14, 2017

Elaine Ashton, 32 Cliffe Avenue and East Lexington Community Association President, noted that people on the bike path already have a bicycle so the kiosk would be best placed somewhere visible to pedestrians or motorists.

Jerry Michelson, Chair of the Center Committee, recommends the location at the corner of Massachusetts Avenue and Meriam Street since it provides visibility and does not obscure the view of the Battlegreen. This location would also be better than the Grain Mill Alley location because it is closer to the Visitors Center where helmets can be obtained.

Hearing the Board's recommendations, Ms. Tintocalis said the Grain Mill Alley location would be eliminated and the two locations on Meriam Street would be targeted.

Discussion of Economic Development Priorities

Melisa Tintocalis, Economic Development Director; Carol Kowalski, Assistant Town Manager for Development; Megan Zammuto, Economic Development Coordinator; and John McWeeney, Economic Advisory Committee Chairman provided a follow up to the Economic Development Summit on June 22, 2017, after which the Town Manger requested staff to develop recommendations on zoning changes that would spur investment in the Town's commercial districts. The Selectmen were asked to comment on the recommendations.

Ms. Tintocalis said that the commercial/industrial market today is looking for three things: amenities, transportation options, and a concentration of different uses to make locations more inviting, walkable, and accessible. Ms. Tintocalis said that zoning has not changed substantively in Lexington in 45 years and if the Town wants to attract business development, a reconsideration of zoning is necessary.

The concepts being presented are the creation of a new Overlay District on Hartwell Avenue and increasing the density of the current Forbes Road CRO district. The Overlay would allow higher density building if a development meets certain criteria and would also create a "gateway to Hartwell", encompassing the north "node" and by-right mixed use including small scale residential, service and retail amenities. Increasing the Floor to Area Ration (FAR) would make it more financially feasible to demolish an existing building and redevelop in keeping with today's market demands.

The Hartwell Avenue district has constraints that include wetlands, a flood plain, the Town's transfer station and solar farm, and Hanscom flight path height restrictions. The Forbes Road district also has wetlands and setback requirements. Ms. Tintocalis estimated another 500,000 SF of new development is possible on Forbes Road. Dialogue with current property owners has indicated that only a transformative level of zoning reform, such as a higher FAR and different setbacks, would propel additional development investment in this commercial corridor.

Mr. McWeeney added that the King Street Properties initiative on Hayden Avenue presents the best opportunity for increased tax revenue in the near future; approximately \$1.8M is expected. Other than that, however, there are few options without zoning reform. Mr. McWeeney noted

Selectmen's Meeting – August 14, 2017

that Shire has opted to expand its presence in Cambridge rather than on the 90 acres it owns in Lexington.

The goal of zoning amendments would be to "set the table" for future development so that permitting can be expedited for interested applicants. Ms. Tintocalis asked the Board to think of the north node of Hartwell Avenue as a potential redevelopment success model that doubles as a commercial gateway.

Ms. Ciccolo believed it would be clearer to modify the Hartwell Avenue Transportation Management Overlay District (TMOD) instead of creating a separate Overlay. Ms. Tintocalis said the north node Overlay would allow for an expanded list of by-right uses and would require a higher level of transportation management to be approved for special permitting.

Mr. Kelley asked if the wetlands on both Hartwell Ave and Forbes Road have expanded over time. Mr. McWeeney said that FEMA has remapped but Ms. Tintocalis assured the Board that the maps have been reviewed recently by the Town's Conservation Agent.

Ms. Barry agreed that Lexington needs to have tools in its toolbox to facilitate the development the Town wants and needs.

Mr. Pato said the Hartwell Avenue north node is distinct from rest of Hartwell Ave and should therefore have a different Overlay and set of incentives. He also recognized that residential taxpayers are eager for some form of relief that a more robust commercial sector can provide.

Mr. Lucente asked what the height restrictions are on Hartwell Avenue. Ms. Tintocalis said that the height restriction varies depending on the location but it is useful to think about three stories as the general limit. Mr. Lucente said he believes it is important to work on this rezoning initiative expeditiously.

The Board of Selectmen unanimously supported Ms. Tintocalis continue to delve into the Overlay concept and present updates as they are available. Ms. Ciccolo asked that affordable housing be included in any special permitting for residential mixed-use development.

Entertainment License - Bertucci's Restaurant

Bertucci's Restaurant, 1777 Massachusetts Avenue has applied for an Entertainment License for the purpose of providing live acoustic, unamplified music (guitar/keyboard) as background music for diners in the outdoor seating area. The music is for the enjoyment of the dining patrons with no cover charge. Though no formal public hearing is required for an Entertainment License, notice of the request was sent to abutters of 1777 Massachusetts Avenue.

Bertucci's General Manager Bobby Kazis asked the Board of Selectmen which of two possible outdoor patio locations was preferred. The Board reached consensus on the location nearest the door to the restaurant, stipulating that the sidewalk passageway be kept clear so that pedestrians

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are not forced into the narrow sidewalk strip closer to the street. Mr. Kazis stated that any complaints would be fielded by restaurant staff.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve an Entertainment License to Bertucci's Restaurant, 1777 Massachusetts Avenue for the purpose of providing live acoustic music in the outdoor seating area without blocking the main passageway of the sidewalk on Thursday - Saturday from 6:00 p.m. to 9:30 p.m.

Draft Report and Recommendations – Hartwell Avenue Compost Operations

Robert Beaudoin, Environmental Services Superintendent; David Pinsonneault, DPW Director; and Jennifer Hewitt, Budget Officer presented a review of the long-term viability of the Hartwell Avenue Facility's Revolving Account. Due to the impact of the solar installation and the current and anticipated capital needs at the Hartwell Avenue Compost Site, staff proposes fee increases and potential new revenue sources. A vote on this proposal is expected at the September 11, 2017 Board of Selectmen meeting.

Mr. Beaudoin stated he has reached out to the Town of Arlington now that the Hartwell facility solar project has been completed to determine whether Arlington wants to renew its suspended yard waste contract with Lexington. Arlington has indicated it will stay with its new arrangement, meaning that Lexington's revenue from this source has been lost for the time being.

The \$475,000 windrow turner was purchased last November. A new screener and onsite office are still to be installed. To cover the \$90,000 loss of revenue from Arlington and to maximize the windrow and screener assets, Mr. Beaudoin recommended that yard, grass, and brush disposal rates be raised and sales prices be raised for finished compost, loam, super loam, and leaf mulch. These rates have not been increased since 2005.

Ms. Barry asked why the brush disposal prices were not recommended to increase higher than \$10 if other facilities charge between \$14 and \$15. Similarly, she asked why the super loam would not be sold for a higher price since others charge more than the recommended price of \$20. Further, Ms. Barry asked any grants had been applied for. Mr. Beaudoin replied that facilities that charge more than \$10 for brush disposal accept material larger than 4 inches in diameter and Lexington is not willing to increase the diameter maximum. Mr. Beaudoin and Mr. Pinsonneault said pricing was a delicate balance and they prefer to take a gradual approach to increases. Mr. Beaudoin said he has applied for a recycling incentive grant through the State's Recycling Dividends Program that could bring in \$10,000-\$12,000

Mr. Pato asked if revenue goes into the General Fund. Mr. Valente replied that the funds are put in a Special Account to offset facility's operations unless Town Meeting votes otherwise. The goal is not for the facility to make money but to cover operating expenses. Ms. Hewitt noted there was a net loss of about \$120,000 in FY17, largely due to loss of Arlington's disposal contract.

David Kanter, Precinct 7 Town Meeting Member and Capital Expenditures Committee member, said he has been concerned about the finances of the Hartwell facility with respect to the loss of

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revenue from Arlington during the solar farm installation. He hopes there can be a cushion in the Special Account to cover exigencies. Mr. Kanter said data on how much is brought in yearly by permit holders would be useful to make sure pricing is appropriate.

Update on Trash and Recycling Activities for FY17

Robert Beaudoin, Superintendent of Environmental Services, and David Pinsonneault, Director of Public Works, presented the yearly update on trash and recycling. Trash tonnage has remained relatively flat for the last four years at just over 8,000 tons. The recycling tonnage plateaued after a decline in the recession. Mr. Beaudoin noted that from a recycling high of 5446 tons in FY02, newspaper became a less significant component of the recycling, reducing overall tonnage by 1000 by FY17. Additionally, more plastic than glass is now used for containers.

Proposals have been received for the new waste hauling contract. These are now being reviewed and a contract award recommendation will come before the Board of Selectmen in the fall.

Options include status quo service, automated trash and automated single stream recycling; and automated trash and manual recycling.

Revise New Water Meter Purchase and Related Fees

Ralph Pecora, Water/Sewer Superintendent and David Pinsonneault, Director of Public Works presented fee increases to be put in place so that the Town can adequately cover its costs for materials and services.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the proposed water meter services and fee schedule as presented.

Approve Street Acceptance Schedule

David Pinsonneault, Director of Public Works, and Michael Sprague, Staff Engineer, requested approval of the timetable for FY19 to bring forward street acceptance requests to Town Meeting. To date, there are two potential street acceptance requests. Mr. Sprague noted that the street acceptance process is the same as previous years although relevant dates have been changed. Ms. Barry noted that all of the dates correlate to dates when the Selectmen will be meeting.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to adopt the Street Acceptance Schedule as presented.

Continue Discussion - Fall 2017 Debt Exclusion Vote

The Board continued its discussion from the August 2 Summit meeting regarding which capital projects to include on a potential debt exclusion ballot question. The discussion included a proposal from the Appropriation Committee and the Capital Expenditures Committee to withdraw the purchase prices of 173 Bedford Street and 20 Pelham Road from the debt exclusion and pay for them instead with Capital Stabilization funds. Support for this approach at the

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Summit was unanimous from the Appropriation Committee, the Capital Expenditures Committee, and from the School Committee members present at the Summit. The Board of Selectmen did not choose a position because not all members were present.

Ms. Barry asked Mr. Valente what removing the \$12.443M in property purchase costs would mean to the Capital model. Mr. Valente said staff has not yet re-worked the model but will do so once a decision is made about how to proceed and once solid project estimates are in hand. He stated there are two decisions the Board of Selectmen will have to make. First, should the purchase prices of these two properties be included in the debt exclusion vote? Second, if the prices are not included but shifted to within levy debt, how will the cost be paid? Because of concern about the impact to the Capital Stabilization Fund, Mr. Valente suggested a third possibility in which not all of the purchase cost, now in short term debt, is paid off using the Fund. This would provide flexibility for the Town's financial options. Mr. Valente further noted that the construction industry is very busy regionally and in this landscape the Town has not received favorable quotes for recent projects.

Mr. Lucente asked what the impact would be, interest-wise, of this third approach. The Appropriations Committee has calculated that not borrowing for the purchase costs would save the Town \$250,000 annually for the term of the loan. Mr. Lucente believes if the interest cost is low, the community will support it more enthusiastically.

Mr. Pato noted that both in levy and excluded debt projects have been paid for with Capital Stabilization funds in the past. The path forward that provides the most flexibility would be for the community to support a debt exclusion vote but the Town pays the debt from some other source beside tax increases

Mr. Kelley said he preferred not to see the property purchase prices included in the debt exclusion vote. He remains concerned about the final price tag for the Hastings School project inclusive of the geothermal and solar components and the impact of utility rate changes on Lexington's solar power generation.

Ms. Ciccolo said she wants to keep the total size of the debt exclusion as low as possible and agrees the property purchases should not be included in the vote. She likes the middle ground Mr. Valente described and favors aggressively paying down the rolled over short-term debt but she is not comfortable with the idea of exhausting the Capital Stabilization Fund. She would like to see the revised models.

John Bartenstein, chair of the Appropriation Committee, noted that the balance in the Capital Stabilization Fund is now \$28M. Until the present time, the financial model has projected the balance to be intentionally exhausted by FY2024, mostly to pay off incurred excluded debt. Preserving the Capital Stabilization Fund, which gains 1% in interest, versus borrowing to cover debt at a 3% interest rate, represents a 2% loss. These savings over the life a loan, leverage \$12.443 from the Capital Stabilization Fund to \$14M-\$15M.

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David Kanter, Capital Expenditures Committee, said CEC wants flexibility but is nonetheless unanimous in supporting the use of the Capital Stabilization Fund rather than bonding the purchase prices. Mr. Kanter believes that using the Fund will eliminate uncertainty.

Ms. Ciccolo, Mr. Kelley, and Mr. Lucente agreed the purchase prices should be removed from the debt exclusion vote. Mr. Pato said he has not yet made up his mind but he is not inclined to remove them because debt exclusions are project-based rather than price tag-based. Town Meeting was apprised of the projects and the financial modeling before the property purchases were made. He would like to see the modeling before coming to a conclusion.

Ms. Ciccolo asked for a model that demonstrates how the payments would be timed in a ten year loan scenario. Mr. Pato said he would like to see how a short-term loan rollover scenario would impact long term capital budgeting.

Mr. Valente stated that using Capital Stabilization funds for this purpose will mean that there will be less to cushion taxpayers from upcoming excluded debt projects. In the current model, the target goal has been to keep taxpayer impact to 4% or less. Ms. Barry said this topic would reappear at the next Summit on September 13, 2017. Mr. Valente said staff will not be able to accurately run a new model until projects numbers are solidified.

Mr. Lucente asked if a list of assumptions could be included in the model narrative, such as expending the entire Capital Stabilization Fund by FY2024. Mr. Valente said there is an additional assumption that \$2M would be added to the Stabilization Fund each year for the next two years, based on another Revenues and Expenditures model.

Ms. Barry asked the Selectmen to consider, exclusive of a stand-alone Hastings School vote, if the other projects would be bundled. Also, would the projects be contingent or not contingent. Special Town meeting discussions will take place at all upcoming Selectmen's meeting.

Approve and Sign Purchase and Sale Agreement 241 Grove Street

Mr. Valente recommended that this item be postponed while additional survey work is being conducted.

Approve Keeler Farm LIP Regulatory Agreement

Mr. Valente stated that as part of the Planning Board's approval of the Keeler Farm subdivision, the developer was responsible for providing one affordable housing unit (rental), to be owned and managed by LexHab. The Massachusetts Department of Housing and Community Development (DHCD) requires a Regulatory Agreement for this unit, outlining the parameters for selecting tenants and renting this unit to an income qualified family. The Town's Regional Housing Services Office will monitor the terms of this agreement.

On motion duly made and seconded, the Board of Selectmen voted 5-0 to authorize the Town Manager to sign the Keeler Farm LIP Regulatory Agreement.

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Response to Open Meeting Law Complain against Planning Board

The Board of Selectmen has received an Open Meeting Law complaint from resident Lin Jensen regarding the Planning Board. Ms. Barry, the Town Manager and Planning Director have reviewed this complaint and could not find a basis for a violation of the Open Meeting Law.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to authorize the Chairman to sign the letter to Ms. Lin Jensen regarding her concern of an Open Meeting Law violation.

Revise Parking Regulations – Watertown Street and Pleasant Street

At the Selectmen's meeting on July 31, 2017, the Board approved adding bicycle lanes to a portion of Watertown Street. The Board is asked to approve the related Traffic Rules and Orders.

The revised regulation being presented separates Watertown Street (No parking/bikelane) from Pleasant Street (no parking.) With reference to Pleasant Street, Mr. Pato noted that the new regulation says "to Luongo Farm Lane" instead of a measurement in feet as stipulated in the former regulation. He asked if there is another no parking zone from there to Massachusetts Avenue. Mr. Valente said he will look into this.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve and sign the Traffic Rules and Orders rescinding the existing parking regulations on Watertown and Pleasant Streets and instituting a new regulation regarding a bike lane and parking restrictions.

Selectmen Committee Appointments

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve Joseph Pato as a liaison and Michelle Ciccolo as an alternate to the Comprehensive Plan Advisory Committee and to approve Doug Lucente as a liaison to the Community Center Program Advisory Committee.

Future BOS Meeting Dates - Jan-June 2018

Ms. Barry presented a list of upcoming meeting dates and asked members to alert her and the Selectmen's Office by email to any conflicts.

Consent Agenda

Water & Sewer Commitments & Adjustments

The Water & Sewer Commitments and adjustments are as follows:

Water & Sewer commitment June 2017 Final Water Bills	\$ 13,516.18
Water & Sewer adjustment as recommended by WSAB 6-29-17	\$ (213,072.80)
Water & Sewer adjustment as recommended by WSAB 6-29-17	\$ (31,770.32)
Water & Sewer adjustments as recommended by WSAB 7-27-17	\$ (592.81)

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Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the Water & Sewer Commitments and adjustments as presented.

Approve Lowering the Battle Green Flag on September 11, 2017

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to lower the Battle Green Flag on Monday, September 11, 2017, the anniversary of 9/11 in memory of all those who lost their lives.

Adjourn

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to adjourn at 9:06 p.m.

A true record; Attest:

Kim Siebert
Recording Secretary

Selectmen's Meeting
August 28, 2017

A meeting of the Lexington Board of Selectmen was called to order at 6:30 p.m. on Monday, August 28, 2017 in the Selectmen's Meeting Room of the Town Office Building. Ms. Barry, Chair; Mr. Kelley; Mr. Pato; Ms. Ciccolo; and Mr. Lucente were present as well as Mr. Valente, Town Manager; and Ms. Siebert, Recording Secretary.

Selectman Concerns and Liaison Reports

Ms. Barry reported that Ms. Linehan of the School Committee, one of the co-chairs of the debt exclusion campaign, is requesting help from the Board of Selectmen to fill key roles in the debt exclusion effort. Mr. Pato has already volunteered and other Board members are encouraged to contact Ms. Linehan if they are able to contribute in some capacity.

Mr. Pato reported that the Residential Tax Exemption Committee is making progress toward a presentation to the Board of Selectmen this fall.

Town Manager Report

Mr. Valente reported on four items:

- The Massachusetts Municipal Association (MMA) has kicked off an 8th grade essay and 3rd grade poster contest in which Lexington students may optionally participate. The theme for 8th graders is community issues that affect young people and what you would do as a Selectmen to bring about positive change. The 3rd grade poster contest theme is a public service or program that safe, clean, fun, helpful, and smart. Cash prizes will be awarded in both categories.
- The Massachusetts School Building Authority (MSBA) has approved a grant for the Hastings School project of \$16.5M. The amount could go somewhat higher depending on contingencies. As of the MSBA decision, the Town has 120 days to approve the remaining funding. This appropriation can happen either through a Town Meeting vote alone or through a Town Meeting vote contingent on passage of a town-wide debt exclusion vote.
- Mr. Valente and Superintendent of Schools Dr. Czajkowski have appointed Michael Cronin as Director of Public Facilities. His starting date is September 25, 2017. Mr. Cronin is currently the School Facilities Director for the City of Newton.
- Mr. Valente and Dr. Czajkowski have created a Diversity Advisory Task Force. This action sprang from the Vision 20/20 Subcommittee on Asian Communities. One of the recommendations was for the Town to create a "body of experts" to advise on diversity issues. A task force charge has been posted on the Town website along with a brief application for interested individuals. Applications will be accepted until the end of September. Nine to fifteen members are anticipated.

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Results of Water System Modeling Analysis

David Pavlik, Lexington Senior Civil Engineer and Chris Berg and Rob Williamson of Wright Pierce Engineering reported findings from the Water System Modeling Analysis that evaluated the adequacy of Lexington's water system. The intent of the study was to develop a strategic plan to meet the Town's water needs for the next 20 years.

Findings included: Replace the smaller of the two small tanks within 20 years; improve water pressure in higher elevation neighborhoods; improve meter vault data collection to react quickly to pressure changes from large volume users, particularly the Town of Bedford; create a valve and hydrant maintenance program to improve "fire flows"; continue to replace at-risk, aging water lines; continue leak detection surveillance; improve water conservation efforts and education. Capital costs associated with these recommendations over the projected period of 25 years total \$21.350M.

Ms. Ciccolo asked which problem area captured by the study should be addressed first. She also asked if a third storage tank would be needed due to growth in commercial/industrial or residential sectors. Mr. Pavlik said the worst of the low-pressure issues were experienced in the summer of 2016; since then, some of the problems have been addressed such as installation of a pressure actuated valve to monitor Bedford's demand. Mr. Wright said a third tank would not be necessary because there is more volume available than the two storage tanks meaning that, effectively, Lexington has access to the equivalent of four storage tanks.

Mr. Kelley asked at what point water age begins to be calculated and what the concerns are for water age. He also asked why certain places in town are prone to water breaks, such as Eldred Street, and whether water tank life span could be extended. Mr. Wright said the age of the water is calculated from when it enters the Lexington system. Water quality, specifically bacteria growth and water additive degradation, can occur in older water. Lexington manages water age well and there have been no water quality complaints. Mr. Wright said pipe material, age, and terrain play roles in water main breakage. Water tank life extension techniques include the regular maintenance strategies the Town employs but metal fatigue and issues associated with tank age cannot be avoided entirely. A new tank will have better maintenance access and a higher volume to better address fire flow and other demands.

Ms. Barry asked what the optimum water pressure is. Mr. Wright said 60-80 pounds per square inch is best. Elevation of water destination is a key reason why water pressure is low or high.

Mr. Pato said water pressure and the ability to read meters in a more timely manner are his main concerns.

Mr. Lucente said, despite there being fewer recent complaints, he continues hear from Grove Street area residents about low pressure. Also, he asked how Lexington can do a better job with water conservation. Mr. Wright said the Environmental Protection Agency has good resources for conservation but getting the information to the residents, particularly about irrigation, is key. Smart systems have been shown to conclusively reduce usage.

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David Kanter, Capital Expenditures Committee member, asked that the recommendations for maintenance and for capital projects be clearly differentiated. He asked if the analysis addressed how the town's water demands would be served when a water tank is taken out of service for maintenance or replacement. Finally, he asked if the Town would consider providing funding for a low-flow toilet replacement initiative to help residents make the switch and if the Town can require residents to install smart irrigation systems.

Exemption 1: Discussion of Complaint Against Planning Board Member Charles Hornig

Upon motion duly made and by roll call vote, the Board of Selectmen went into Executive Session at 7:20 p.m. to consider the discipline or dismissal of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual and to reconvene in Open Session. The matter to be discussed is a citizen's complaint regarding the criteria Planning Board Member Mr. Hornig considers when evaluating special permit applications. Open Session was reconvened at 7:35 p.m.

Public Hearing: Flammable Fuel Licenses

Ms. Barry opened the Public Hearing at 7:38 p.m. Ms. Ciccolo recused herself because she is a direct abutter to the Shire campus.

- 141 Spring Street
- 125 Spring Street (parcel 18-15E) New
- 200 Shire Way (parcel 18-15F) New
- 300 Shire Way (parcel 18-D) New
- 400 Shire Way (parcel 18-15G) Amendment

Fire Chief Wilson and Mr. Fulliero, Environmental Engineer from Shire Corp asked the Board of Selectmen to 1) revoke the flammable license issued to the parcel of land formerly known as 141 Spring Street as a matter of housekeeping; 2) issue new licenses to 125 Spring Street, 200 Shire Way and 300 Shire Way; and 3) amend the existing license issued to 400 Patriot Way to reflect the new street name of 400 Shire Way and flammable quantities for this location. Applications were reviewed by relevant department staff.

Upon motion duly made and seconded, the Board of Selectmen voted 4-0 to revoke the flammable fuel license for the parcel formerly known as 141 Spring Street; and further to issue new flammable fuel licenses for the storage, operation and maintenance of flammable and combustible storage at 125 Spring Street (parcel 18-15E), 200 Shire Way (parcel 18-15F) and 300 Shire Way (parcel 18-D) in accordance with M.G.L Chapter 148 Section 13, as presented; and further to amend the flammable fuel license issued to Parcel 18-15G to change the street name to 400 Shire Way and flammable storage as presented.

Ms. Barry closed the Public Hearing at 7:41 p.m.

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Public Hearing—All-Alcohol Package Store License—Wine Gallery

The Public Hearing was opened at 7:42 p.m.

Marina Feldman, owner, and Phillip Daniel Graves requested approval for an application for an all-alcohol fine wine shop to be located at 1684/1686 Massachusetts Ave. The required documents were provided by the applicant. The application was submitted to the relevant staff for review, including building, zoning and health. A legal notice ran in the August 17, 2017 Lexington Minuteman and the applicant provided with a certified abutters list in accordance with M.G. L Chapter 138. The proposed Store Hours are Monday - Saturday 10 a.m. - 9 p.m. and Sunday 10 a.m. - 6 p.m. A Spark Coffee tasting and purchasing counter is also planned for the site.

Mr. Lucente asked if the store would operate a delivery service. He is also concerned that underage coffee customers might frequent the store and therefore be in close proximity to alcohol. Ms. Feldman said there is no plan to deliver alcohol orders to homes and that the coffee would be very expensive and unlikely to attract young customers.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the application for a new package store liquor license and to issue an all alcoholic Package Store Liquor License to 1684 Mass Ave LLC d/b/a Wine Gallery-Spark Coffee for the proposed store hours of Monday - Saturday 10 a.m. - 9 p.m. and Sunday from 10 a.m. - 6 p.m.

The Public Hearing was closed at 7:48 p.m.

Reconsider—Change of Beneficial Interest—Mario's Restaurant

On June 26, 2017, the Board approved an application submitted by Mario's Restaurant for a Change of Beneficial Interest/Transfer of Stock. Upon receipt and review of this application, the Alcoholic Beverages Control Commission (ABCC) instructed the applicant to resubmit an amendment to the Board of Selectmen in two separate applications, citing clerical change for administrative action without the need for a new hearing. All the necessary paperwork has been submitted for a Change of Beneficial Interest/Transfer of Stock on Mario's Wine and Malt Beverages Restaurant Liquor License. The substance and effect of the overall transaction is the same as previously approved by the Board.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve two applications, as requested by the ABCC, for reconsideration of the Change of Beneficial Interest and Transfer of Stock for Old Lexington Restaurant Inc. d/b/a Mario's Italian Restaurant Wine and Malt Beverage Restaurant Liquor License.

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Liquor License—Change of Manager—Bertucci's

All the necessary paperwork to request approval for a change of manager on the All-Alcoholic Common Victualer Liquor License for Bertucci's has been submitted. The proposed manager, Bobby Kazis, has submitted an Alcohol Awareness Training Certificate and completed the required CORI check.

Upon motion duly made and seconded, the Board of Selectmen vote 5-0 to approve the application reflecting a change of manager and issue an All Alcoholic Common Victualler Liquor License to Bertucci's Restaurant Corporation, d/b/a Bertucci's Brick Oven Ristorante, 1777 Massachusetts Avenue.

Theater License Renewal—Lexington Venue

The Lexington Theatre Project, Inc. d/b/a Lexington Venue, has submitted an application to renew its two theatre licenses for weekdays and Sundays. Fire inspection was completed on August 16, 2017. The current license expires August 31, 2017.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the application and issue two theatre licenses to Lexington Theatre Project, Inc. d/b/a Lexington Venue, located at 1794 Mass. Avenue, for Cinema 1 and Cinema 2 to show movies weekdays and Sundays from September 1, 2017 through August 31, 2018.

Joint Meeting with the Board of Selectmen and Planning Board: Discussion of Economic Development Priorities

Planning Board Chair Mr. Canale called the Planning Board to order at 7:52 p.m. Present were members Mr. Hornig, Ms. Johnson, Mr. Creech, Ms. Ronchetti, Planning Director Mr. Henry, Assistant Town Manager for Development Ms. Kowalski, and Economic Development Director Ms. Tintocalis. This joint meeting dealt with much of the same subject matter as the Economic Development Summit of June 22, 2017.

Ms. Tintocalis said that two commercial areas have been targeted for enhancement/redevelopment: Hartwell Avenue and the Forbes Road area. At issue are considerations of Floor-to-Area ratios (FARs) and setbacks to encourage redevelopment investment and potential creation of a new overlay district. Ms. Tintocalis asked the boards to consider bringing zoning changes before Town Meeting so that redevelopment opportunities might be expedited.

Mr. Canale said the 2008 Cecil Report did an analysis of denser FARs and it would be good at this point to get citizen input via the Comprehensive Plan process, as well as input on traffic impacts.

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Mr. Hornig said putting zoning changes in place will enable desired redevelopment. Residents want tax relief through economic development but economic development that includes housing will take a while for the community to process, although he noted that the community desperately needs less expensive, alternative residential formats. These considerations should move forward in parallel, but not waiting for the Comprehensive Plan. Ms. Ronchetti concurred with Mr. Hornig's assessment.

Ms. Johnson said she believes these issues are best studied holistically, within the context of the Comprehensive Plan. Available staff time will be in short supply because of the workload associated with Comprehensive Plan. It would be worth waiting on the economic development questions so that they can be considered part of the larger effort; however, if the workload is manageable, she is in favor of acting as quickly as possible.

Mr. Creech said he is in favor of economic development but is concerned about the impact of additional traffic, particularly in the Hartwell Avenue area.

Ms. Ciccolo said she, too, is concerned about how much work the Planning staff can take on at the same time as the Comprehensive Plan. She asked the Economic Development staff and Planning staff to discuss the timeline. She is concerned about delaying action, however, because the commercial market is robust now; waiting risks missing opportunities to attract preferred corporate interests.

Mr. Kelley asked what the height limits are in the Hanscom area. He also asked about development of a Town-owned parcel on Hartwell Road. Ms. Tintocalis said height limits range through the area but 3 floors are an approximate guideline. Mr. Canale said the Town could put out an RFP for the property, rather than sell it, so it can retain control of how it is developed.

Ms. Barry is in favor of acting quickly to expand the development options available to potential applicants, although she agreed that staff bandwidth is of concern. Mr. Pato agreed that now is the time to act, although it would be preferable to have community input. He added that the Forbes Road area which, while constrained, has perhaps better potential than Hartwell Avenue.

Mr. Lucente noted there are not many opportunities remaining and the taxpayers are eager for tax relief.

Mr. Creech reiterated his concerns about traffic. Ms. Barry and Ms. Ciccolo noted traffic mitigation and demand management would be part of any commercial development overlay plan. Mr. Canale said a regional transportation group could be revived with the assistance of technical support staff from the Metropolitan Area Planning Council. He asked if a subcommittee should be formed to move these redevelopment initiatives along for proposals, perhaps for Annual Town Meeting 2018. Ms. Ciccolo and Mr. Lucente agreed to represent the Board of Selectmen. Two Planning Board members will be chosen as well.

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Mr. Canale asked if 25% design funds will be proposed for Hartwell Avenue intersection work. Ms. Barry said staff is preparing the budget now to be presented to the Board of Selectmen for the first time in early December.

The Planning Board adjourned at 8:32 p.m.

Call for Special Town Meeting and Review Potential Warrant Articles

Ms. Barry said the anticipation is that the Special Town Meeting would take two nights, although this was ambitious considering that there are currently 17 articles to be presented.

Mr. Kelley asked if Article 14—Amend General Bylaws—Distribution of the Town Election/Town Meeting Warrant could be postponed until spring Annual Town Meeting and if the law allowed the warrant to be delivered electronically. Mr. Valente said that currently, the Annual Town Meeting warrant is tied to the Town Election, putting pressure on the warrant process. The Town is considering moving toward sending out Town Election and Town Warrant post card notifications to buy more time for the warrant review. If such a move is made, the warrant would be available on the Town website; a small number of hard copies would continue to be printed and made available.

Mr. Lucente stated his concern that Special Town Meeting could go longer than two nights and cause problems for time-sensitive articles such as the Hastings School and Hayden Avenue. Mr. Kelley suggested that all of the articles connected with a possible debt exclusion vote (Hastings School, Lexington Children's Place, the temporary Fire Station, the permanent Fire Station, the Visitors Center) be organized under the umbrella of one Special Town Meeting; and the remaining articles be organized under a second Special Town Meeting, simultaneously called and held on consecutive nights.

Ms. Barry asked the Board to indicate which articles required more information before positions could be determined. Mr. Valente made note of these articles and, if known, when these presentations will take place.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to call for two Special Town Meetings—STM 2017-2 and STM2017-3— to begin Monday, October 16, 2017 at 7:30 p.m. in Battin Hall of the Cary Memorial Building.

Upon motion duly made and seconded, the Board voted 5-0 to open the Special Town Meeting Warrant for citizen petitions through Thursday September 7, 2017 at 4:30 p.m.

Selectmen's Goal Setting—Ranking of Proposed Goals

Ms. Barry noted 21 items that the Selectmen have individually ranked in terms of priority goals. Selectmen have been assigned as leads for each of the items. Some items are assigned to two

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Selectmen; two have been assigned to “all”. Ms. Ciccolo will lead on #7 “New Revenue Sources” goal and Mr. Pato will lead on #2 “Affordability for Residents”.

Selectmen—Board of Selectmen Liaison Appointment

Mr. Kelley was named Selectmen's liaison for the Munroe Center for the Arts but the seat will no longer include voting privileges.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to appoint Peter Kelley at Board of Selectmen liaison to the Munroe Center for the Arts.

Consent Agenda

- Use of Battle Green—LexFUN Halloween Parade

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the application for the annual LexFUN Halloween Parade is to be held on/around the Battle Green on Saturday, October 28, 2017 from 10:00 a.m. to 12:30 p.m. The event has been reviewed and approved by Police, Fire and DPW staff.

- Approve One-Day Alcohol Licenses (5)

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve five One-Day Alcohol Licenses as follows:

Greater Boston Food Bank Event – Sunday, September 10, 2017 from 6:00 p.m. to 9:00 p.m.; (2) for Spectacle Management; Jimmy Tingle, Saturday, September 16, 2017 from 7:00 p.m. to 11:00 p.m. and Jesse Cook, Sunday September 24, 2017 from 6:00 p.m. to 10:00 p.m.; Lexington Elks Club Third Annual Pig Roast at 959 Waltham Street on September 17, 2017 from 12:00 p.m. to 6:00 p.m. and in accordance with ABCC regulations regarding approval for a one-day license to an entity in possession of an existing alcohol license; Czech Slovak Association Harvest Fest to be held at Sacred Heart Parish, 21 Follen Road on Saturday September 28, 2017 from 6:00 p.m. to 11:00 p.m.

- Approve Minutes and Executive Session Minutes

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve and release the minutes of:

- June 5, 2017 Joint Meeting with BOS/PB; June 5, 2017 Board of Selectmen; June 8, 2017 Joint Meeting with BOS/SC; June 8, 2017 Summit BOS, AC, CEC, SC; June 19, 2017 Board of Selectmen; June 22, 2017 Summit - BOS, PB, EDAC; June 22, 2017 Board of

Selectmen's Meeting – August 28, 2017

Selectmen; June 26, 2017 Board of Selectmen; June 29, 2017 Annual BOS Goal Setting; July 17, 2017 Board of Selectmen; July 31, 2017 Board of Selectmen

And to approve, with minor non-substantive changes, but not release the Executive Session Minutes of: June 5, 2017; June 19, 2017; June 26, 2017; July 31, 2017.

- Water & Sewer Commitments

Ms. Barry recused herself from this vote because she is a direct abutter to one of the accounts involved. Ms. Ciccolo assumed the Chair.

Upon motion duly made and seconded, the Board of Selectmen voted 4-0-1 to approve the Water and Sewer Commitment July 2017 Cycle 9 for \$ 321,531.31 and the Water and Sewer Adjustments per WSAB 7/27/17 for \$ (165,282.44).

A five-minute recess was called to wait for all committee representatives for the next presentation to arrive. Order resumed at 9:02 p.m.

Discuss Value Engineering for the Hastings School Project

Mr. Alessandrini and Ms. Colburn, School Committee; Mr. Himmel, Permanent Building Committee; Mr. Bartenstein, Appropriation Committee; Mr. Lamb, Capital Expenditures Committee; Mr. Newell, Assistant Director of Public Facilities were present.

Mr. Lucente opened the discussion saying the discussion of value engineering was a component of the due diligence to be done before the debt exclusion vote is called for the Hastings School Project.

Mr. Himmel explained that the cost of the geo-thermal system increased the total project cost from \$61.75M to \$64.03M. The Board of Selectmen has voted to support the geo-thermal system. When the Schools applied to the State for MSBA funding, the working project total was reported as \$65.28M. Mr. Alessandrini reported the MSBA is enthusiastic about geo-thermal. Some Value Engineering, specifically in site costs (reductions in the number of geo-thermal wells from 100 to 80, floor plan changes, and elimination of retaining walls), resulted in a \$1.14M cost reduction to \$64.28.

The Selectmen and assembled representatives additionally discussed whether a second permanent access road would be advisable in the location designated for a temporary construction "haul road". Ms. Ciccolo said that rather than put the haul road into the project and assume the cost to the Town, the contractor should determine how to manage the flow of work vehicles in the site. Mr. Himmel said he does not know how much making the road permanent would add to the final cost and noted that the site logistics are complex. He added that "means and methods" of any public building construction contract take time to negotiate. The project

Selectmen's Meeting – August 28, 2017

qualifies as a 149A in which a construction manager must be involved. Add alternatives or changes can be made along the way, if necessary.

Solar canopies over the parking area would be co-incidental to building instruction and not included in the project scope or costs. Drainage considerations could be an obstacle for the canopy foundations. It was noted that the canopies would erode the barely adequate parking count of 120. Ms. Ciccolo said that hybrid/electric car charging stations should be included.

Mr. Alessandrini said the subjects raised tonight require input from the School Committee and Hastings School principal. Ms. Colburn said it is not possible now to increase the amount MSBA approves. Before any changes are implemented, the School Committee should review and approve.

Adjourn

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to adjourn at approximately 9:35 p.m.

A true record; Attest:

Kim Siebert
Recording Secretary

Selectmen's Meeting
September 11, 2017

A meeting of the Lexington Board of Selectmen was reconvened at 7:01 p.m. on Monday, September 11, 2017 in the Selectmen's Meeting Room of the Town Office Building. Ms. Barry, Chair; Mr. Kelley; Mr. Pato; Ms. Ciccolo; and Mr. Lucente were present as well as Mr. Valente, Town Manager; and Ms. Siebert, Recording Secretary.

Ms. Barry asked for a moment of silence in remembrance of the events of September 11, 2001.

Selectman Concerns and Liaison Reports

Mr. Kelley presented two photographs of the former Chiesa Farm on Adams Street. Much of the land is in conservation but the adjacent parcel is the hands of a private developer who is willing to entertain an offer from the Town to buy the property. Mr. Kelley asked that a discussion about Chiesa Farm be added to a future agenda.

Ms. Barry reported that the well-attended ribbon cutting for the Lincoln Field lights took place on Sunday, September 10. She thanked all involved for a successful public/private partnership.

Town Manager Report

Mr. Valente reported one item:

- The new 25 mph speed limit on Town roads was implemented on September 1. The law applies to all Lexington roads unless otherwise posted. Staff has started a public education campaign. All police officers have received a pad of cards to be given to drivers at any traffic stop, as a soft introduction meant to explain the new law. An article, authored by Police Captain McLean, appeared in last week's Lexington Minuteman.

Approve Contract—Vote Tabulators

Nadie Rice, Town Clerk, reported that the Evaluation Team has unanimously agreed to recommend the purchase of the Imagecast Precinct Tabulator, an LHS Associates product and one of two machines certified in Massachusetts. This machine has a paper-based system and no internet interface. It ranked higher in portability, access to the tabulator, font on the results tape, handling of write-ins, number of compartments, security, and ballot format.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to discontinue use of the Accuvote voting tabulation equipment and to authorize the Town Clerk to purchase Imagecast Precinct tabulation equipment to use in Lexington's elections beginning in December of 2017 and all elections and primaries (both federal and state) and all local elections from that date forward. Ms. Rice will notify the State within five days of the Selectmen's decision.

Report on Fire Station Schematic Design

Present were Pat Goddard, Consultant; Fire Chief John Wilson; Jeff McElravy, Tecton Architects; and Derek Bride, project manager CES Consulting Services.

Selectmen's Meeting – September 11, 2017

Mr. McElravy reviewed both the new and temporary headquarters projects, including several add-alternates not yet included in the base price, such as a new traffic signal at Bedford Street and Camelia Place and the purchase, rather than lease, of the temporary exterior structure at 173 Bedford St. The total project cost for the permanent HQ at 45 Bedford Street is estimated at \$19.307M, including soft costs and contingencies, demolition of the existing station; and \$100,000 for hazmat abatement. The total project cost for the temporary swing space at 173 Bedford Street is estimated at \$2.191M.

The Historic District Commission has reacted favorably to the exterior rendering of the new headquarters at 45 Bedford St. It was reported that the Permanent Building Committee approves of a solar hot water/natural gas combination system for the new HQ and this cost has been included in the base price. Mr. McElravy assured the Selectmen the project will attain LEED Silver certification, at least, but Gold is perhaps achievable. Camelia Place will be realigned while respecting the wetland buffers.

Ms. Ciccolo asked how the public would access the administrative offices to obtain permits and that changes to Camelia Place improve safety for the access driveway to adjacent businesses. Chief Wilson said the department clerk's office will be located immediately inside the entryway. Camelia Place will not be used as an egress for emergency response.

Mr. Kelley asked if the new headquarters will be big enough to house all current and anticipated equipment. He asked if the proposed folding bay doors are durable and why they were preferred to overhead doors. Mr. Kelley asked if there would be scuppers or internal drains for the roofs. He asked if the Fire Department memorial adjacent to the current HQ could be saved and if the public will be able to use the training room as meeting space. He asked if the temporary apparatus structure at 173 Bedford Street will have value when the Fire Department is finished with it and if 10 bunks provide adequate dormitory capacity. He asked what considerations the Board should make regarding energy choices for the permanent building.

Chief Wilson said there is enough room inside to house all equipment. The folding door design requires less maintenance, decreases response time, and allows less heat loss. Mr. McElravy said where there are parapets in the roof, there will be scuppers. The little park will be relocated, although the site is tight. Chief Wilson said allowing public access to the training room would hinder operations. Mr. Goddard said if 173 Bedford Street becomes the site of the new Police Station, the 5,000 SF temporary structure could be relocated to the rear of the property and used for vehicle and bike storage. Chief Wilson said there are nine firefighters on duty per shift but cot space is planned for emergency situations. Mr. Goddard said the energy design is an all-electric VRF system which is included in the base price. A reliable hot water supply is critical so the solar hot water system will be backed up by natural gas.

Ms. Barry noted two benches and a bus stop in front of the current HQ that will need to be moved. Noting the position of the temporary structure at 173 Bedford Street, Ms. Barry asked if parking would be prohibited to allow for apparatus drive-thru and whether the site would be paved all the way to the rear of the property. Mr. McElravy said the apparatus would be backed in, not driven through, and paving will not be extended to the rear of the property.

Selectmen's Meeting – September 11, 2017

Mr. Pato asked if Sustainable Lexington has been part of the integrated building design process. He asked if building resilience has been considered and whether there is battery storage capacity. He noted that an early December bid timing for the temporary location is somewhat premature. He requested feedback from Sustainable Lexington from this point forward.

Mr. Goddard said Mr. Sandeen of the Sustainable Lexington Committee has fielded questions as they have arisen. Mr. McElravy said the only area of the permanent building he has concerns about exceeding 600 parts per million CO₂ is the training room. There is enough room for solar on the roof for both power generation and hot water. Rain gardens are planned along the west side of the building as part of the stormwater management system. Because the Fire Station is a public safety building, higher standards of resiliency will be met, such as power back-up. Battery storage is being considered and space has been allocated, although the team is not yet sure what its recommendation will be. Energy cost assumptions are .15 cents per kWh for electricity and 1.50 with CCS for natural gas.

Mr. Lucente asked why the permanent building is not positioned closer to Bedford Street. He asked what the thinking is behind having four vehicle bays and how the square footage cost of \$742 compares to project costs for other regional fire stations. Mr. Lucente is worried that the hazmat abatement estimate is not sufficient.

Mr. McElravy said the practice is to design to accommodate the full length of the fire apparatus within the front apron of the building. A drive-thru design would need the same apron space behind as in front. Chief Wilson said the response standard to send four emergency vehicles simultaneously, leading to the four-bay design. Mr. McElravy admitted the square footage cost is “on the high side” but some differentiating factors are: better sustainability; hazardous material and environmental abatement costs; demolition; traffic work. Additionally, the region is in a construction escalation period. Based on environmental testing done at 45 Bedford Street, the environmental engineer calculated the cost of removing all the soil from the site, providing a cushion to cover a worst-case hazmat scenario.

Dick Friedson, Design Advisory Committee, asked what materials the building would be constructed with. He asked if the cost has been benchmarked because the hard cost of \$650/SF seems extremely high for an institutional/public project. Mr. Friedson asked if the roof will cast a shadow on the photovoltaic panels for part of the day. He highly recommended the project be identified as a 149A so a construction manager is hired to control costs. He asked the Board of Selectmen to consider allowing the Design Advisory Committee to review the project.

Mr. McElravy said the building will have a steel-frame and the apparatus bays and support facilities will have a masonry back-up to the brick; the living quarters and administrative offices will have metal stud back-up to the brick. Mr. Bride said the solar study has not yet been done but with new inverter technologies, panels that receive shade can be isolated. If necessary, the panels can be placed on the upper roof but the team is worried about aesthetics. Mr. McElravy said the cost estimates are more generous now than they will be in later phases. He agreed to conduct a benchmark exercise against other recent fire station projects, adjusted for location and date, although he knows of recent projects that have come in at \$450/SF.

Selectmen's Meeting – September 11, 2017

Report on Visitors Center Schematic Design

Pat Goddard, Consultant; Melisa Tintocalis, Economic Development Director; Don Mills, Architect, presented a revised design for the Visitors Center. Without making program adjustments, the project cost estimate is \$4.315M, using some lower priced material substitutes, down from \$4.5M.

Mr. Lucente said he likes the design of the building but the project cost is still too high. He recommended the scope be reconsidered.

Mr. Pato is worried about cost and the timing, although the design meets the program goals. He is concerned that the only restrooms are located on the lower level.

Ms. Barry also had cost, timing, and bathroom accessibility concerns. No funding for the Visitors Center has been included in any capital model to date. Ms. Barry asked whether temporary facilities for the construction period have been determined. She asked how the building design interacts with the Battle Green Master Plan, about a turnaround suggested for the Depot parking lot, and whether the bathrooms would be available after hours.

Mr. Mills said several ideas were floated for temporary space but none have been chosen. Estimated costs for swing space have been carried over from the original estimate. The Battle Green Master Plan is silent on the Visitors Center, beyond acknowledging its existence. Mr. Goddard said the Master Plan speaks mainly to the landscape architecture, a portion of which is eligible for Community Preservation funds. Mr. Mills said the turnaround is not within the scope of the project although he believes 4-6 spaces would be affected. There are ways in which bathrooms could be made accessible after hours but this was not a design driver. Police were not comfortable with the concept when it was originally presented to them.

Mr. Kelley asked if there could be an all-access bathroom on the rear porch area of the building. Some value engineering may be available in the envelope design and public/private partnerships might decrease overall costs to the Town. Mr. Kelley stated that the price, as presented, is higher than he wishes to endorse.

Mr. Mills said one of the advantages of having the bathrooms accessible from the inside and downstairs is that people must come through the building. The rear vestibule area can be open after hours for access to the bathrooms downstairs.

Ms. Ciccolo believes the revised design is an improved fit for the program but there seems to be wasted space in the basement. She wondered how the second-floor offices would be accessed when a meeting is taking place. Ms. Ciccolo struggles with the cost but agreed the Town needs to address the inadequacies of the current building.

Mr. Mills said the proportions of the upstairs offices and meeting rooms have merely been sketched in. The meeting space is envisioned for staff and volunteers only, not for the public. There is room on the basement level for an exhibit.

Selectmen's Meeting – September 11, 2017

David Kanter, Capital Expenditures Committee, suggested that the second-floor build-out be postponed to stagger costs.

A short recess was called at 9:09 p.m. The meeting resumed at 9:15 p.m.

Approve—Hartwell Avenue Compost Operations Fee Schedule

Robert Beaudoin, Environmental Services Superintendent, and David Pinsonneault, DPW Director gave a follow-up presentation about the operation fees and the Compost Revolving Account that has been reviewed for long-term viability. On August 14, they proposed fee increases and new revenue sources to the Selectmen that would cover facility operating costs. The proposed fees are comparable to or less than rates charged at similar facilities in the region.

Mr. Kelley asked if the goal is for the Hartwell Avenue facility be self-sustaining. Mr. Beaudoin said adjusting costs as presented is one step toward that goal.

David Kanter, Capital Expenditures Committee, asked how a load's capacity is calculated. Mr. Beaudoin said the size of the vehicle and load is evaluated by staff and sticker and punch card systems are used.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to adopt the proposed fee schedule for the Hartwell Avenue Compost operation as presented, effective March 1, 2018.

FY18—Water/Sewer Rate Discussion (1 of 3 presentations to be given)

Carolyn Kosnoff, Assistant Town Manager for Finance presented preliminary FY18 Water & Sewer rates for consideration. Covered at this meeting were:

- Results of FY2017 water and sewer operations, billed consumption and retained earnings history.
- FY2018 water and sewer budgets as adopted at the 2017 annual town meeting (direct and indirect costs) and proposed revisions to these budgets, which will serve as the basis for calculating FY2018 water and sewer rates.
- Preliminary water and sewer rates for FY2018

The proposed Water rates represent a decrease of .4% from FY17, largely due to a lower MWRA assessment. The proposed Sewer rates represent an increase of 3.0% over FY17. On a combined basis, the Water & Sewer rates will increase 1.2% over FY17.

Public Comments on the proposed rates will be heard at the Board of Selectmen's meeting on September 25, 2017.

Preparation for Special Town Meeting 2017—2 & Special Town Meeting 2017 3—Review Warrant, Presentations, and Assignments

Selectmen's Meeting – September 11, 2017

For Special Town Meeting 2017-2, there are five articles: Reports of Town Boards; The Hastings School construction; design funds for Lexington Children's Place; design funds for new Fire HQ; construction funds temporary Fire HQ.

Presenters: Mr. Pato will present Article 2; Hastings School construction; Mr. Lucente will present Article 3, Lexington Children's Place; Mr. Kelley will present Articles 4 and 5, both Fire Station articles.

For Special Town Meeting 2017-3, there are thirteen articles. Presenters are: Article 1—no one needed; Article 2—Mr. Lucente; Article 3 and Article 4—Ms. Ciccolo; Article 5—Ms. Barry; Article 6—Mr. Pato; Article 7—Ms. Barry; Article 8—Mr. Kelley; Article 9—Mr. Pato; Article 10—Ms. Barry; Article 11—Mr. Lucente; Article 12—Ms. Barry; Article 13—may be indefinitely postponed.

Mr. Valente said the Article 13 is a placeholder for the Center Streetscape design which may not go forward at this time. Appropriated funds remain that enable the project to reach 25% design, but not 100%. With the DPW's work load, progress would not be possible until after Annual Town Meeting 2018 so the vote can be postponed. Board members agreed to defer streetscape funding but Article 13 remains a placeholder for other Capital articles that might come up. If not needed, the article can be indefinitely postponed.

Town Counsel has not yet given feedback on the marijuana moratorium. Counsel is also sorting out the mechanics of revising the Community Preservation's Affordable Housing Reserve which has been depleted due to lower than expected matching State funds.

The order of the articles was determined to be logical. Mr. Lucente asked if additional nights should be scheduled in case business extends past two nights. Mr. Valente is waiting to hear back from the Town Moderator about additional dates. The Town Meeting Member information night agenda was thought to be ambitious but there is no room in the calendar for a second night.

Procedure for Responding to Citizen Complaints Regarding Elected Officials or Independent Boards

Following two previous Executive Session Board discussions regarding citizen complaints against an elected official, the Board expressed interest in developing a procedure for responding to future complaints of this nature, particularly when it has no legal authority to act in the matter.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to delegate to the Board Chairman the authority to respond to complaints received by the Selectmen concerning Town officials elected or appointed to other independent committees or boards, and, at the Chair's discretion, to schedule Board consideration of any complaint that the Chair determines warrants further action or deliberation by the Board.

Selectmen's Meeting – September 11, 2017

Approve Lincoln Park Lights Hours of Operation

Now that the lights at Lincoln Park field #2 are installed, the Board is asked to vote to allow the lights to operate until 8:45 p.m. The Town has also received a request from Temple Isaiah to allow two lights in the parking lot area to remain on up to 11 p.m. on those evenings when the Temple has events (typically Fridays). The Temple will reimburse the Town for the cost. The lights would be programmed accordingly.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the hours of operation of the lights at Lincoln Park Field #2, with a turnoff time of 8:30 p.m. with one light pole and the parking lot light remaining on until 8:45 p.m.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the parking lot light remaining on until 11 p.m. when requested by Temple Isaiah, with the cost to be paid by the Temple.

Accept Selectmen Committee Resignations

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to accept three resignations: Elaine Ashton from the Town Report Committee; Elizabeth Rozan from the Noise Advisory Committee; and Robert Warshawer from the Historic District Commission.

Approve Metropolitan Planning Organization Nomination Papers and Statement of Candidacy Submission

The Town currently holds an at-large seat on the Boston Metropolitan Planning Organization (MPO). The three-year term, which is held by Board Chairman Ms. Barry, but delegated to Planning Board Chairman Richard Canale, expires this fall. If the Town wishes to continue to hold a seat on the MPO it must submit the necessary Nomination Papers and Statement of Candidacy.

Ms. Ciccolo noted how fortunate it is for the Town that Mr. Canale is willing and able to devote considerable time to attending the numerous, yet valuable, MPO meetings.

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to submit the necessary Nomination Papers and Statement of Candidacy for an at-large town seat for the upcoming Metropolitan Planning Organization (MPO) Municipal Election.

Consent Agenda

- Approve and Sign Proclamation—Constitution Week

Upon motion duly made and seconded, the Board of Selectmen vote 5-0 to approve the request of the Daughters of the American Revolution (DAR) to sign a Proclamation for the 230th Constitution Week, celebrated September 17 through September 23, 2017.

Selectmen's Meeting – September 11, 2017

- Approve Town Celebrations Committee Request for Veterans Day Events

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve the request of the Town Celebrations Committee for the Veterans Day Parade and Ceremonies as presented in their letter dated August 17, 2017.

- Approve Lowering of Battle Green Flag

Upon motion duly made and seconded, the Board of Selectmen voted 5-0 to approve a request to lower the Battle Green flag on October 9, 2017 in recognition of the passing of Lexington resident and Korean War Veteran Carroll E. Dolan on August 24, 2017.

- Water & Sewer Adjustment

Ms. Ciccolo recused herself since she is a direct abutter to the address.

Upon motion duly made and seconded, the Board of Selectmen voted 4-0-1 to approve Water & Sewer adjustments as recommended by WSAB 8/31/17 \$ (129,174.28)

Executive Session—Exemption 3: Collective Bargaining Update—Lexington Police Association

Ms. Barry recused herself since her husband is a policeman and therefore affected by the contract.

Upon motion duly made and by roll call vote, the Board of Selectmen voted 4-0 to enter Executive Session at 10:06 under Exemption 3 to discuss strategy with respect to collective bargaining related to the Lexington Police Association and to reconvene in Open Session only to adjourn. It was declared that an open meeting discussion may have a detrimental effect on the bargaining position of the Town.

Adjourn

Upon motion duly made and seconded, the Board of Selectmen voted 4-0 to adjourn Open Session at approximately 10:33 p.m.

A true record; Attest:

Kim Siebert
Recording Secretary

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve and Sign Letters to Comcast Requesting Single Quarterly Direct Deposit Payment

PRESENTER:

ITEM NUMBER:

C.6

SUMMARY:

The Communications Advisory Committee is asking the Board to approve and sign two letters to Comcast formally requesting changes in the way Comcast remits its quarterly payments to the Town. One is to switch to direct deposit / electronic transfer instead of paper checks. The second is to combine two separate payments into one, to make the process easier for both parties.

SUGGESTED MOTION:

Move to approve and authorize the Chairman to sign two letters to Comcast formally requesting Comcast to remit its quarterly payments to the Town as a direct deposit of a single check.

FOLLOW-UP:

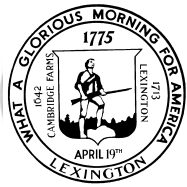
Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

ATTACHMENTS:

Description	Type
❑ Letter 1 - Comcast single quarterly payment	Backup Material
❑ Letter 2 - Comcast Direct Deposit	Backup Material
❑ Comcast Dual Quarterly Payment	Backup Material
❑ History of Comcast Direct Deposit	Backup Material



Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

SUZANNE E. BARRY, CHAIRMAN
PETER C.J. KELLEY
JOSEPH N. PATO
MICHELLE L. CICCULO
DOUGLAS M. LUCENTE

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

November 27, 2017

Jane Lyman
Senior Manager of Government and Regulatory Affairs
Comcast Cable Communications Inc.
12 Tozer Road
Beverly, MA 01915

Reference: Cable Television Renewal License ("Renewal License"), Dated August 25, 2014, Granted to Comcast of Massachusetts III, Inc, ("Comcast")

Dear Ms. Lyman:

Comcast is required by the Renewal License, granted by the Town of Lexington ("Town") and effective September 1, 2014, to make quarterly Franchise Fee payments to the Town, as follows:

"Section 6.4 PEG Access Funding"

(a) The Licensee shall provide funding for PEG Access purposes to the Issuing Authority, or if the Issuing Authority shall so designate, to the Access Corporation, equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) supra, payable on a quarterly basis, less applicable fees but including the .35% to be paid to the Town in accordance with Section 7.2 infra."

"Section 7.2 Technology Initiatives Funding"

The Licensee shall provide funding to the Issuing Authority for technology initiatives equal to thirty-five hundredths of one percent (0.35%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) supra, payable on the same quarterly basis as that required in Section 6.4(b) supra. Said 0.35% funding shall be included in the 5% funding provided pursuant to Section 6.4(a) supra and shall not be in addition to said 5%."

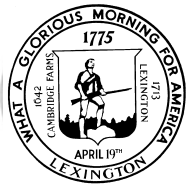
It has been the practice of Comcast, at the request of the Town, to send two checks every calendar quarter (on dates specified in Section 6.4 (b) of the Renewal License) to separately satisfy the two parts of the Franchise Fee requirement. However, it is not required by the Renewal License that the Franchise Fee be paid in two separate payments.

The Board of Selectmen, as Issuing Authority for cable licensing for the Town and therefore signatory to the above Renewal License, requests that Comcast combine the payments due for the two parts of the Franchise Fee into a single quarterly payment, equal to five percent (5%) of Comcast's Gross Annual Revenues, on each of the dates specified in Section 6.4 (b) of the Renewal License.

This will simplify accounting for Comcast Franchise Fee payments by Town staff, and should also reduce the work by Comcast, requiring only a single calculation for each quarter.

Regards,

Suzanne E. Barry, Chair



Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

SUZANNE E. BARRY, CHAIRMAN
PETER C.J. KELLEY
JOSEPH N. PATO
MICHELLE L. CICCULO
DOUGLAS M. LUCENTE

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

November 27, 2017

Jane Lyman
Senior Manager of Government and Regulatory Affairs
Comcast Cable Communications Inc.
12 Tozer Road
Beverly, MA 01915

Reference: Cable Television Renewal License ("Renewal License"), Dated August 25, 2014, Granted to Comcast of Massachusetts III, Inc., ("Comcast")

Dear Ms. Lyman:

Comcast is required by the Renewal License, granted by the Town of Lexington ("Town") and effective September 1, 2014, to make periodic payments to the Town.

Recently, you informed the Town that Comcast would be willing to use Electronic Funds Transfer (EFT) to directly deposit these payments to the Town's bank account. Based on that possibility, the Town Treasurer submitted to Comcast the form entitled "Automated Franchise Fee Payments." (see Enclosure).

The Board of Selectmen, as Issuing Authority for the referenced License, hereby requests that Comcast directly deposit all future payments due under this Renewal License as specified on the submitted direct deposit request form.

Regards,

Suzanne E. Barry, Chair
Board of Selectmen

Enclosure: Copy of Comcast form entitled "Automated Franchise Fee Payments." Submitted by Lexington Town Treasurer Arnold Lovering to Comcast on 9/1/17 to request direct deposit of required Comcast payments to Town bank account.

AUTOMATED FRANCHISE FEE PAYMENTS

Comcast has introduced an automated franchise fee payment system to allow you to receive your franchise fee payment via Electronic Funds Transfer (EFT). Receiving funds via EFT allows monies to be more readily available than the traditional method of paper check payment. At the time of the EFT payment Comcast will provide you notification, via email, the franchise fee payment has been made and the funds are available from your account. In addition, you will also be provided with your revenue statement via email.

Should you wish to take advantage of EFT process for Access Corp. and/or Municipality Franchise Fee payments, please complete the attached form(s):

- **ELECTRONIC FUNDS TRANSFER AGREEMENT**
- **EFT PAYMENT FORM (Vendor Information & Vendor Bank Information)**

Once completed, please scan and email these documents to:

Or mail a hard copy to:

Comcast Corporation
Attn: Government Relations
181 Ballardvale St.
Wilmington, MA 01887

ELECTRONIC FUNDS TRANSFER AGREEMENT – TOWN of LEXINGTON, MA (Form 1 of 2)

The undersigned Town of Lexington, MA (hereinafter referred to as "Town") hereby authorizes Comcast Cable Communications, LLC and its operating subsidiaries or affiliates (hereinafter referred to as "Comcast") to make payment for franchise fees covered by an agreement between the Town of Lexington, MA and Comcast by utilizing, at Comcast's option, Electronic Funds Transfer (EFT). Any information which the Town has heretofore provided for such purpose to Comcast concerning the method and timing of payment for franchise fees shall be amended to the extent provided herein.

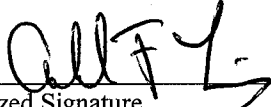
The Town certifies and agrees that in the event the Town currently receives EFT payments from Comcast, the same depository institution will be used for the purposes of this Agreement, and all other details and information with respect to such EFT payments will be available to Comcast. The Town also agrees to provide Comcast with written notification of any change in the Town's depository institution, payment instructions, or remittance data instructions at least fifteen (15) days in advance of such change. Such notification shall be delivered to Comcast, Attn: Accounts Payable Department, 1701 JFK Blvd., Philadelphia, PA 19103.

The EFT payment shall be deemed completed when the Town's depository institution receives or has control of the payment. Comcast shall be responsible for any loss of payment prior to the point at which the Town's depository institution shall receive or have control of the payment. The Town shall be responsible for any loss, which may arise by reason of any error, mistake or fraud regarding the information provided herein, or any subsequent change by the Town. Any other loss shall be borne by the Town, except to the extent that such loss arises by reason of the negligence or willful misconduct of Comcast. The Town shall notify Comcast promptly in writing and Comcast shall have ten (10) days from the date of receipt of such notice in which to make said payment. Until the expiration of that period, the Town agrees that the Town will not pursue any rights or remedies against Comcast for any failure to make payment including, without limitation, actual, incidental or consequential damages.

In the event of duplicate payment, overpayment, fraudulent payment or any payment made in error, the Town agrees to return any such payment to Comcast.

Acknowledged and Agreed to by the Town of Lexington:

Date: 2/1/17


Authorized Signature

Treasurer
Name & Title (please print)

Arnold Levering
Town of Lexington Contact Name

Area Code & Phone Number

Town Contact E-mail Address (to provide notice of deposit)

Comcast Use Only

Submitting Comcast Division/Department

Contact Name



Comcast Cable Communications
Accounts Payable - Vendor Maintenance
EFT Payment Form - Town of Lexington, MA (Form 2 of 2)

Vendor Information

Name Town of Lexington
Address 1625 Massachusetts Ave
City/State/Zip Lexington, MA 02420
Tax ID Number: _____
Contact Name: Arnold Lovenberg
Contact Title: Treasurer
Contact Phone: _____
Contact Email: _____

Vendor Bank Information

Name Eastern Bank
Address 195 Market St.
City/State/Zip Lyons MA 01901
Contact Name: Heather Titman
Contact Phone: _____
Account Name: Town of Lexington
ABA Number: _____
Account Number: _____

Comcast Information

Date Received: _____
Date of EFT Test: _____
Date of Email Test: _____
Production Date: _____
Vendor Number: _____
Confirmed By: _____



195 Market Street, EP3-06
Lynn, MA 01901

January 21, 2016

Mr. Arnold Lovering
Treasurer/Collector
Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420

Dear Arnold:

RE: Account Confirmation

This letter is to confirm that the Town of Lexington has an account at Eastern Bank.
Please use this letter as verification for all wires and/or EFT deposits.

Account Name: Town of Lexington
Account Number:
Account Type: Checking
Bank Routing Number:

If you have any questions, please do not hesitate to call me at

Sincerely,

A handwritten signature in cursive script, appearing to read "Heather L. Tittmann".

Heather L. Tittmann, CTP
Senior Vice President

Request to Simplify Comcast's Quarterly Payment to the Town

Summary

Some years ago, in negotiations for the transition of Comcast's Public, Educational and Governmental responsibilities from the cable provider to a Town-contracted Access Corporation (LexMedia), the Communications Advisory Committee (CAC) asked Comcast to make their required quarterly payments to support cable-related costs in the form of two separate checks. It is now understood by all parties (Comcast, the CAC, and the Town's Finance Department), that this was unnecessary, and Comcast has agreed to begin making only a single quarterly payment, upon receipt of a letter from the Board of Selectmen, as the Town's cable license Issuing Authority. The CAC requests that the Board issue such a letter to simplify Town processing of Comcast's payments.

History of Comcast's Cable-Related Payments to Lexington

Lexington's first cable TV provider was Adams-Russell, starting in 1981. The company was ultimately acquired by Cablevision, which operated the local cable studio to produce Public, Educational and Governmental (PEG) video programming for the Town. Cablevision also paid the Town \$20,000 per year for support of cable-related initiatives, such as cameras for the high school audio-visual program and subscription fees and antenna equipment for foreign language programming for the schools and subscribers.

In 1998, Lexington gave a second cable license to RCN, and they agreed to make annual payments to fund a potential future access corporation (AC). An AC is an independent organization that contracts with a municipality to produce PEG video programming. The Town was facing a problem, and thought an AC might be part of a solution: How to fairly share the PEG programming produced by one operator (Cablevision) with a competing operator (RCN) so that all Lexington subscribers get the benefit of that programming. If an AC took over PEG production, and both operators contributed to its funding, fairness could be achieved.

By 2001, Comcast acquired what had been the Cablevision and Comcast notified the Town that the company no longer wanted to operate a studio for Lexington.

The Town then initiated a process to contract with an independent AC and to transfer PEG responsibilities from Comcast to the new AC.

The CAC was aware that some municipalities direct their cable operators to make the full amount of their payments directly to their AC. At the time of the Comcast negotiations, it was uncertain what payment arrangement the Town might make in the final AC contract. To maintain the Town's flexibility in handling cable-related needs other than for the Access Corporation, the CAC requested that Comcast

segregate a small percentage of the money due the Town in a separate check for “Technical Initiatives.”

We now know that the Town is able to fund and track both the AC (LexMedia) and other cable-related needs without the need for two separate checks from Comcast. It would benefit all parties—Comcast, the CAC, and the Town’s financial managers—to simplify the Town’s receipt processing by having Comcast send a single, combined payment. This single payment would not change any terms of the license, and Comcast has agreed to combine payments if the Board of Selectmen requests that they do so.

DSB, KTP
11/21/17

History of Comcast's Offer of Direct Payment Deposit

In early 2016, Comcast notified the Town that the company would be willing to deposit its payments due the Town using electronic funds transfer (EFT) directly to the Town's bank account.

Then Assistant Town Manager for Finance, Rob Addleson, referred the EFT paperwork to the Town Treasurer, Arnold Lovering, for his decision and possible action. Mr. Lovering decided that direct deposits would simplify operations and so submitted the forms to Comcast. Unfortunately, Comcast later notified us that it would be necessary for the Board of Selectmen, as Issuing Authority, to request this change. Therefore, with the support of the Town Treasurer, the Communications Advisory Committee requests that the Board approve and send the letter advising Comcast of the Board's approval of this change.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Exemption 3: Collective Bargaining Update - LMEA (15 min.)

PRESENTER:

Carl F. Valente, Town Manager

ITEM NUMBER:

ES.1

SUMMARY:

Move to go into Executive Session to discuss strategy with respect to collective bargaining and to reconvene in Open Session only to adjourn. Further, as Vice Chairman, I declare that an open meeting discussion may have a detrimental effect on the bargaining position of the Town.

Update on LMEA contract negotiations.

SUGGESTED MOTION:

NA

FOLLOW-UP:

TMO

DATE AND APPROXIMATE TIME ON AGENDA:

11/27/2017

8:45 p.m.