

SELECTMEN'S MEETING  
Monday, November 17, 2014  
Selectmen Meeting Room  
7:00 p.m.

**AGENDA**

**7:00 p.m. PUBLIC COMMENTS (10 min.)**

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.

**7:10 p.m. SELECTMEN CONCERNS AND LIAISON REPORTS (5 min.)**

**7:15 p.m. TOWN MANAGER REPORT (5 min.)**

**7:20 p.m. ITEMS FOR INDIVIDUAL CONSIDERATION**

1. Right of First Refusal for Purchase of 430-432 Concord Avenue – 7:00 p.m. (5 min.)
2. Smoking Regulation Presentation (15 min.)
3. Update on the Cary Memorial Building and Community Center Sidewalks (15 min.)
4. Solar Task Force Discussion on Hartwell (15 min.)
5. 2015 Tax Classification, Valuation and Rate Setting Presentation (20 min.)
6. Request for Special Town Meeting (45 min.) – 8:00 p.m.
7. Update on Capital Projects for FY2016 (20 min.)
8. Solar Task Force Discussion on Community Aggregation (10 min.)
9. Selectmen Committee Appointments (5 min.)
  - a. Arts Council
  - b. Retirement Board
  - c. Sustainable Lexington Committee
10. Approve Limousine License – R&M Ride (5 min.)
11. Approve Class II License – Minutementech Automotive LLC (5 min.)

**9:55 p.m. CONSENT AGENDA (5 min.)**

1. Water and Sewer Commitments and Adjustments
2. Approve Tax Bill Insert for Bicycle Advisory Committee
3. Approve Selectmen Minutes
4. Approve Selectmen Executive Session Minutes

**10:00 p.m. EXECUTIVE SESSION (15 min.)**

1. Exemption 3: Coalition Bargaining Update
2. Exemption 6: Fire Station/Public Safety Site Options Update

**10:15 p.m. ADJOURN**

The next regular meeting of the Board of Selectmen is tentatively scheduled for Monday, December 1, 2014 at 7:00 p.m. in the Selectmen's Meeting Room, 1625 Massachusetts Avenue.

The Selectmen will hold FY2016 Department Budget Presentation Meetings on Monday, December 1, 2014, at 8:30 a.m., Wednesday, December 3, 2014, at 9:30 a.m. and Thursday, December 4, 2014, at 9:30 a.m. All meetings will be in the Selectmen's Meeting Room, 1625 Massachusetts Avenue.

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:**

November 17, 2014

**PRESENTER:**

Carl F. Valente  
Alan Wrigley, Attorney for John Sellars

**ITEM NUMBER:**

I.1

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**SUBJECT:**

**Right of First Refusal for Purchase of 430-432 Concord Avenue**

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**EXECUTIVE SUMMARY:**

The property located at 430-432 Concord Avenue, owned by John Sellars, has qualified for favorable property tax status under Massachusetts General Law – Chapter 61A, given that the land has been used for agricultural or horticultural purposes. This tax status is frequently referred to as ‘chapter land’. When a property owner is considering selling chapter land or converting it to another use, the Town has the right of first refusal to purchase the property at the sales price found in the purchase and sale agreement.

Mr. Sellars has a purchase and sale agreement with Artis Senior Living, LLC for this property. Should the Town not exercise its right of first refusal to purchase the property, Artis will construct a 72 unit residential facility to house and maintain dementia, Alzheimer and similarly impaired individuals. Further, Artis has received zoning relief by way of a CD rezoning and Board of Appeals Special Permit to build and operate such a facility.

Chapter 61A requires the Board of Selectmen to hold a public hearing prior to making a decision on this right of first refusal.

Should the Town not exercise the option to purchase this property, the Town is required to send written notice of the nonexercise, signed by the Board of Selectmen, to Mr. Sellars. This notice must contain the name of the owner of record and a description of the premises adequate for identification of the property with said notice recorded with the registry of deeds.

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**FINANCIAL IMPACT:**

NA

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**RECOMMENDATION / SUGGESTED MOTION:**

**Move to not exercise the Town’s right of first refusal for the property located at 430 and 432 Concord Avenue, consisting of approximately 5.39 acres of land commonly known as 430 Concord Avenue, also shown on Assessor’s Maps 10/8/1 and 10/8/2 and Registry of Deeds Book 34174, Page 185 dated 11/29/2001, and owned by John H. Sellars**

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**STAFF FOLLOW-UP:**

TMO and Town Counsel will prepare the necessary letter for the Board’s signature

**430-432 CONCORD AVENUE  
LEGAL NOTICE  
Town of Lexington  
BOARD OF SELECTMEN**

The Board of Selectmen will hold a public hearing on Monday, November 17, 2014, at 7:00 p.m. in the Selectmen Meeting Room, 1625 Massachusetts Avenue, to take public comment on whether the Town should exercise its right of first refusal to purchase the property located at 430-432 Concord Avenue. A copy of the Purchase Agreement between Artis and John Sellers is available for viewing at the Town Clerk's Office, 1625 Massachusetts Avenue or on the Town's website, <http://records.lexingtonma.gov/weblink8/0/doc/222961/Electronic.aspx>.

Joseph N. Pato, Chairman  
Board of Selectmen

AD#13197910  
Lexington Minuteman 11/6/14

ALAN A. WRIGLEY  
ATTORNEY AND COUNSELOR AT LAW  
114 WALTHAM STREET, SUITE 14  
LEXINGTON, MASSACHUSETTS 02421-5409

TELEPHONE: (781) 861-9097  
FAX: (781) 674-9474

October 17, 2014

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

Re: Sale of 430 & 432 Concord Ave  
Sellers to Artis Senior Living (Artis)

Dear Madam/Sir,

This office represents John Sellers who is selling certain real estate known as and numbered 430 & 432 Concord Avenue, Lexington, Middlesex County, Massachusetts.

Said parcel has been accepted and approved as land for valuation, assessment and taxation under M. G. L. Chapter 61 A. A copy the Agricultural or Horticultural Land Tax Lien is marked A attached hereto and made part hereof.

In accordance with said Chapter 61A land taxed under Chapter 61A shall not be sold for, or converted to, residential, industrial or commercial use while so taxed unless the city or town in which the land is located is notified of the intent to sell for a residential, industrial or commercial use.

In order to comply with the provisions of Chapter 61A the following notice to sell is provided.

Mr. Sellers has entered into a purchase and sales agreement to sell the parcel subject to the Land Tax Lien.

The proposed use of the property is a seventy-two (72) unit residential facility to house and maintain dementia, Alzheimer and similarly impaired individuals all as set forth in a Definitive Site and Use Plan on file with the Town of Lexington.

The property is located at 430 Concord Avenue and shown on map 10 lot 8 on the assessor's maps of the Town of Lexington. The property is also shown on the Definitive Site and Use Plan filed with the Board of Appeals, a copy of which is marked B attached hereto and made part hereof.

Board of Selectman  
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The owner of the property is John H. Sellers whose address is 430 Concord Ave, Lexington, MA 02421. Mr. Seller's telephone number is (781) 862-1975.

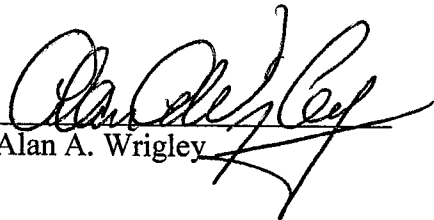
A certified copy of the purchase and sales agreement as amended is marked C attached hereto and made part hereof.

There is no contiguous land to be sold to the purchases.

The contingencies contained in the purchase and sales agreement have all been met and the agreement is now a good faith agreement to the purchase not dependent upon potential changes to current zoning or conditions or contingencies relating to the potential extent of development of the property.

My client respectfully requests a notice of non-exercise of the Town's option to purchase in a form suitable for recording.

John H. Sellers  
by his attorney

  
Alan A. Wrigley

AAW/lt

ENCLOSURES

Cc: Board of Selectmen care of Town Clerk  
Board of Assessors  
Conservation Commission  
Planning Board  
State Forester  
John Sellers  
Holly Sellers  
Lou Vitiello, Esq.

"C"

PURCHASE AGREEMENT

Certified True Copy

Attest: *[Signature]*  
ALAN A. WRIGLEY

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between Artis Senior Living, LLC, a Delaware limited liability company (hereinafter referred to as "Purchaser") and John H. Sellers, a single man (hereinafter referred to as "Seller"). The Effective Date of this Agreement shall be the date Purchaser receives a fully executed original of this Agreement (the "Effective Date"). Purchaser shall confirm the Effective Date to Seller or Seller's legal counsel in writing.

WITNESSETH:

WHEREAS, Seller is the owner of approximately 5.39 acres of land commonly known as 430 Concord Avenue, Lexington, Massachusetts, said real property being more particularly shown on Exhibit "A" attached hereto and incorporated by reference herein (said real property together with all appurtenances and improvements thereto being hereinafter referred to as the "Property"), and

WHEREAS, Purchaser desires to purchase and Seller desires to sell the Property.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. PURCHASE. Seller agrees to sell and convey and Purchaser agrees to purchase the Property subject to the terms and conditions hereinafter set forth.

SECTION 2. PURCHASE PRICE. The purchase price for the Property (the "Purchase Price") shall be Three Million Dollars (\$3,000,000).

SECTION 3. DEPOSIT. Within five (5) business days after the Effective Date, Purchaser shall deposit the sum of Fifty Thousand Dollars (\$50,000) (hereinafter referred to as the "Deposit") with Land Services USA, Inc. (hereinafter referred to as "Title Company") and pay a nonrefundable signing fee of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) (the "Signing Fee") to the Seller. The Deposit shall be held in escrow by Title Company in an interest-bearing account of Purchaser's choice and shall (including all portions thereof previously released to Seller in accordance with the provisions hereof) be credited to the Purchase Price at Closing (as hereinafter defined). Provided this Agreement has not been terminated, commencing on the ninety-first (91st) day after the Effective Date and every thirtieth (30<sup>th</sup>) day thereafter until the date upon which the Final Release (as hereinafter defined) is made, Purchaser shall authorize Title Company to release One Thousand Seven Hundred Fifty Dollars (\$1,750.00) of the Deposit to Seller (each an "Interim Release" and collectively the "Interim Releases"). Within five (5) business days after the date on which Purchaser is notified that its land use approval file for Purchaser's Intended Use (as hereinafter defined) on the Property has been forwarded to the Massachusetts Attorney General for review, Purchaser shall authorize Title Company to release to Seller the portion of the

*[Signature]*

Deposit it continues to hold (the "Final Release"). In the event Seller fails to close or otherwise defaults hereunder, the Deposit including (i) all Interim Releases, (b) the Final Release, and (iii) all accrued interest thereon, shall be refunded to Purchaser. In the event Seller fails to close or otherwise defaults hereunder, the Signing Fee shall also be refunded to Purchaser. In the event any of the conditions precedent set forth in this Agreement are not fully satisfied or waived, or if the Deposit is otherwise refundable in accordance with the terms of this Agreement (other than with respect to a Seller default or failure to close which shall be governed by the other applicable portions of this Section 3), any portion of the Deposit that has not been released to Seller shall (together with interest earned thereon) be refunded to Purchaser, but any portion of the Deposit previously released to Seller including the Interim Releases and the Final Release, shall be nonrefundable. In all events, the entire Deposit including the Interim Releases and the Final Release shall be credited to the Purchase Price at Closing. The Signing Fee shall also be credited to the Purchase Price at Closing. The provisions of this Section 3 with respect to refunding the Deposit shall govern and control in the event of a conflict between such provisions and other provisions contained in this Agreement.

SECTION 4. SURVEY. The Seller has previously caused a survey of the property to be made. Within five (5) business days after the Effective Date, Seller shall deliver a copy of such survey to Purchaser for its use in obtaining an ALTA survey of the Property (such survey to be procured by Purchaser being sometimes hereinafter to as the "Survey"). The legal description of the Property resulting from the Survey shall be used as the description of the Property in the Deed (as hereinafter defined).

SECTION 5. ACCESS TO PROPERTY. As of the Effective Date, the Purchaser and its agents and employees shall have reasonable access to the Property for the purpose of inspecting the Property, taking measurements, soil boring, and for such other purposes as are necessary to fully evaluate the Property. In addition to Purchaser's right of inspection, the parties hereto agree that, prior to Closing (as hereafter defined), Purchaser shall have the right to apply for such licenses, permits or other governmental approvals required for the use of the Property as a 64-bed memory care assisted living facility ("Purchaser's Intended Use") and to arrange for an inspection of the Property by such governmental authorities whose approval is required in order to obtain such licenses or permits. All such expenses and applications shall be at Purchaser's expense. Prior to entry being made on the Property pursuant to this Section, Purchaser shall provide Seller with a certificate of insurance evidencing that Purchaser has general liability coverage in a minimum amount of \$1,000,000 per occurrence and further evidencing that Seller has been named as additional insured with respect to that coverage. Purchaser shall promptly upon completion of any tests restore the Property as nearly as practicable to its condition immediately before the tests were performed.

SECTION 6. REPRESENTATIONS AND WARRANTIES.

(A) As a material inducement to Purchaser to enter into this Agreement and to pay the Purchase Price as set forth herein, Seller hereby warrants and represents to Purchaser as follows:



(i) At the time of the Closing Conference (as herein defined), and at the time of the Closing there shall be no leases, tenancies or other arrangements applicable to the Property and the Property shall be conveyed to Purchaser vacant and free from all such leases, tenancies and other arrangements. Seller shall deliver actual possession of the Property to Purchaser upon Closing.

(ii) All work, if any, required pursuant to any written commitment with respect to the Property has been performed and paid for in full. Seller knows of no other commitments of any kind concerning the Property. There shall be no mechanic's liens, materialmen's liens or other liens on, or threatened upon, the Property.

(iii) From the date hereof to the date of Closing, no lease, tenancy agreement or other arrangement will be entered into applicable to the Property without the prior written consent of the Purchaser which consent shall not be unreasonably withheld.

(iv) All laws, regulations, ordinances, orders, and requirements against or affecting the Property shall be complied with by Seller (or disputes regarding the same fully and finally resolved to Purchaser's satisfaction in the use of its reasonable and good faith judgment) prior to Closing and the Property conveyed free of violations thereof. On the date of the Closing Conference and on the date of the Closing, there shall be no notice of violation of any law, regulation, ordinance, order or requirement pending against the Property nor shall there be any prosecution on account thereof pending before any court, tribunal or agency.

(v) Other than as specifically set forth in this subsection, Seller is not involved in any litigation, and there is no threat of litigation affecting the Property or the Seller's ability to convey clear title thereto, or any threat of condemnation or the taking of any portion of the Property for public use or under power of eminent domain, or any restriction on the use of the Property (other than applicable zoning regulations). Seller is involved in litigation assigned (i) Case No. MICV2011-01424 in the Middlesex Superior Court involving the Town of Lexington's discharges and flooding of the Property, and (ii) Case No. 07-02249-B in the Suffolk Superior Court involving wetlands matters (collectively the "Litigation"). Not later than ten (10) business days prior to the Closing Conference (as hereinafter defined), Seller shall provide Purchaser with written evidence that the Litigation has been dismissed with prejudice. Such written evidence shall be satisfactory to Purchaser in the exercise of its reasonable and good faith judgment.

(vi) If any claim is made against Purchaser following the Closing by any tenant, occupant, employee, contractor or other person with respect to any matter related to the Property which arose prior to the Closing, Seller shall and does hereby agree to indemnify, defend and hold Purchaser harmless from and against all losses, claims, liabilities, damages and expenses in connection therewith including, but not limited to, reasonable attorney's fees.





(vii) No assessments for public improvements have been made against the Property which remain unpaid, including, without limitation, those for construction of sewer and water lines and mains, streets, sidewalks and curbs. In the event work for public improvements, including, without limitation, streets, curbing, sidewalks, sewer, water, electric or gas lines, is instituted before the Effective Date, Seller shall be responsible for the total assessments and charges that will be made against the Property for such work when completed. Other than sewer main improvements made by the Town of Lexington as required by the Massachusetts Department of Environmental Protection (the "Town Improvements"), Seller knows of no public improvements which have been ordered to be made and which have not heretofore been completed, assessed and paid for. If any such improvements, including, but not limited to, the Town Improvements, are commenced or assessed after the Effective Date, then Purchaser shall have the right to terminate this Agreement and have the Deposit promptly returned to it. There are no taxes, including roll-back or recapture taxes, penalties or interest due with respect to real estate taxes on the Property which will not be paid by Seller at or prior to Closing.

(viii) Seller is the legal owner, of record and in fact, of good and marketable fee simple title to the Property, and has full authority and power to enter into and perform this Agreement and to convey good and marketable fee simple title to the Property to Purchaser without consent of any other person, governmental authority or entity whatsoever. This Agreement is legally binding on, and enforceable against, Seller in accordance with its terms and its execution has been approved by all requisite action. The person(s) executing this Agreement on behalf of Seller has full authority to do so and to bind Seller to the terms hereof.

(ix) During the time in which Seller owned or controlled the Property, except as set forth hereinafter, Seller has not used, generated, manufactured, produced, stored or disposed of on, under or about the Property any hazardous materials, including, without limitation flammable materials, explosives, asbestos, radioactive materials, hazardous wastes, toxic substances, or related injurious materials, whether injurious by themselves or in combination with other materials. Seller has no knowledge that any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property or transported to or from the Property any hazardous materials, including, without limitation, flammable materials, explosives, asbestos, radioactive materials, hazardous wastes, toxic substances, or related injurious materials, whether injurious by themselves or in combination with any other materials. There are no underground or above ground storage tanks on the Property, and Seller has no knowledge that any such tanks were formerly located on the Property or were abandoned on the Property. There is no proceeding or inquiry by any governmental authority (including, without limitation, the Environmental Protection Agency or any similar state, county or local agency) with respect to the presence of such hazardous materials on the Property or their migration from or to other property except that certain litigation known as Suffolk Superior Court Case No. 07-02249-B. For the purposes of this Agreement, and in addition to the types of



materials set forth hereinabove, hazardous materials shall include, but not be limited to, substances defined as "hazardous substance", "hazardous materials", "toxic substances" or other similar terms in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (Title 42, United States Code, Section 9601-9675); the Hazardous Material Transportation Act, as amended (Title 49, United States Code, Section 1801-1819); the Resource Conservation and Recovery Act of 1976, as amended (Title 42, United States Code, Section 6901 et. seq.); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq., as amended; any state or local laws pertaining to the environment; and in the regulations adopted and publications promulgated under these laws.

(x) All easements necessary for Purchaser's Intended Use and for the enjoyment and development of the Property exist, are recorded in the applicable land records and are appurtenant to the Property.

(xi) Seller knows of nothing that would adversely impact Purchaser's Intended Use of the Property other than the Property not currently being zoned to permit construction of a memory care assisted living residence.

(B) Notwithstanding anything contained herein to the contrary, all of the foregoing representations and warranties shall be applicable, true, correct and complete as of the date hereof, at all times during the executory period hereof, and as of the Closing and the date of the Closing Conference. Seller's breach of any of its representations or warranties as of or prior to Closing shall entitle Purchaser at its sole option to do one or more of the following either concurrently or successively: (i) grant Seller up to thirty (30) days to correct any item which is contrary to the foregoing representations and warranties; (ii) proceed to Closing regardless of any item contrary to the foregoing representations and warranties; (iii) correct any item which is contrary to the foregoing representations and warranties and deduct any costs, charges or expenses which Purchaser suffers to correct such item from the Purchase Price; or (iv) obtain immediate return of the Deposit (including any and all portions thereof previously released to Seller) and any interest accrued thereon in which event this Agreement shall terminate. In making any of the above elections, Purchaser does not waive any rights it may have to recover actual losses it suffers as a result of Seller's breach of one or more of his representations or warranties.

SECTION 7. CONDITION OF TITLE. The Property shall be conveyed to Purchaser by recordable Massachusetts quitclaim deed with, at a minimum, the following covenants: "The grantor, for himself, his heirs, executors, administrators and successors, covenants with the grantee, its heirs, successors and assigns, that the granted premises are free from all encumbrances made by the grantor, and that he will, and his heirs, executors, administrators and successors shall, warrant and defend the same to the grantee and its heirs, successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under the grantor, but against none other" (the "Deed"), free and clear of all liens and encumbrances except the lien for taxes for the current year provisions of building and zoning laws existing on the Effective Date and easements which do not materially impair the value of the Property



or its suitability for the uses contemplated by Purchaser. Purchaser shall, within thirty (30) days after the Effective Date, order an owner's title insurance commitment ("Title Commitment") covering the Property together with copies of all instruments noted thereon as exceptions. Purchaser shall provide Seller a copy of the Title Commitment promptly after receiving the same. If any of the exceptions noted on the Title Commitment are unacceptable to Purchaser, Purchaser shall so notify Seller in writing within thirty (30) days after Purchaser receives the Title Commitment, copies of all exceptions noted therein and the Survey required by Section 4 hereof, identifying in such notification the exception or exceptions which are not acceptable to Purchaser. Should the Title Commitment disclose exceptions to title or other matters unacceptable to Purchaser, other than liens to be released in connection with Closing, Seller shall have thirty (30) days after receipt of Purchaser's written objections within which to cure same at Seller's expense. If Seller is unable or unwilling to cure any such exception or other unacceptable matter within such time, Purchaser may elect to do one or more of the following either concurrently or successively: (i) grant Seller additional time within which to cure any such exception or other unacceptable matter, (ii) accept title in its existing condition, without any adjustment in the Purchase Price, or (iii) terminate this Agreement, in which event the Deposit (including all amounts previously released to Seller) plus interest earned thereon shall be immediately returned to Purchaser, whereafter no party hereto shall have any rights, obligations or liabilities under or in connection with this Agreement. Seller agrees it will not further encumber the Property.

In the event that any revised title commitment or endorsement to the Title Commitment contains an exception(s) or other matter(s) which were not contained in the original Title Commitment (a "New Exception"), Purchaser shall have the right to object thereto by giving Seller notice of such objection(s) within twenty (20) days after receiving the endorsement or revised Title Commitment containing the New Exception(s), Seller shall have the right to cure said objections within ten (10) days after receiving the same and if Seller is unable or unwilling to so cure an objection to any New Exception, Purchaser shall have the same rights with respect thereto as are afforded to it by this Section 7 with regard to uncured objections to exceptions or other matters reported in the original Title Commitment except that Purchaser may cure any such objection at Seller's expense and may, in addition to any other method of obtaining reimbursement for such expenses, deduct such expense from the Purchase Price at Closing.

Seller shall execute such affidavits and other documents as Title Company may require to remove the standard exceptions (except the exception for real property taxes for years subsequent to the year in which Closing occurs) in the owner's policy of title insurance.

**SECTION 8. ENVIRONMENTAL INDEMNIFICATION.** Seller agrees to indemnify, defend and hold harmless Purchaser, its agents, employees, successors and assigns, from and against any and all damages, claims, expenses and liabilities whatsoever, including, but not limited to, reasonable attorney's fees, arising out of or in any way connected with any environmental condition in, on or of the Property existing as of the date of Closing (i) which was caused or contributed to by the Seller, (ii) which



originated on the Property during the period of Seller's ownership or control of the Property, or (iii) which constitutes a breach by Seller of any environmental representation contained herein. Such duty of indemnification shall include, but not be limited to, claims, losses or liability arising from (a) a state, federal or local environmental law, regulation ordinance; (b) strict liability; or (c) common law.

SECTION 9. CLOSING COSTS. Seller shall be responsible for the cost of preparation of the Deed, the preparation and recording of releases and such instruments as are appropriate to present clear title as required herein, the cost of documentary stamps and transfer and recordation taxes on the Deed and the cost of its own counsel. Should the condition of Seller's title be such as to require any expenses to perfect the same, such expenses shall be paid by Seller. Purchaser shall be responsible for the cost of recording the deed, the cost of its own counsel, and the cost of the title examination, title commitment and title insurance insuring Purchaser's title. Closing costs not specifically referred to herein shall be divided equally between Purchaser and Seller.

SECTION 10. ADJUSTMENTS. Rents, taxes, utilities, front foot benefit charges and all operating fees or charges of any kind are to be adjusted and prorated to the date of the Closing. Taxes, general and special, are to be adjusted and prorated according to the certificate of taxes issued by the Treasurer of the County in which the Property is located or other appropriate authority, except that assessments for improvements, if any, instituted or commenced on or prior to the Effective Date, whether such assessments have been levied or not, shall be paid by Seller or allowance made therefor at the Closing Conference. Seller shall be solely responsible for and shall reimburse Purchaser for any roll-back or similar taxes which are assessed against the Property as a result of or arising out of the transaction contemplated hereby. Each party shall be responsible for their own income and capital gains taxes resulting from the transaction contemplated by this Agreement.

SECTION 11. A. CLOSING, CLOSING CONFERENCE, PAYMENT OF PURCHASE PRICE. Unless the time for the same is extended by mutual agreement of the parties or by other provisions of this Agreement, the recordation of the Deed and the payment of the Purchase Price to Seller (the "Closing") shall occur within thirty (30) days after the satisfaction of all conditions precedent contained in Section 14, but not later than three hundred ninety-five (395) days after the Effective Date (the "Outside Date"). The parties shall meet not more than three (3) business days prior to Closing at the offices of the Title Company (provided that said offices are located not more than thirty (30) miles from the Property) to execute all documents necessary to consummate the transaction contemplated hereby (such meeting being herein referred to as the "Closing Conference"). In lieu of attending the Closing Conference, Purchaser may elect to have the parties deliver to Title Company all funds and documents required to be delivered by them in accordance with the provisions hereof. Such deliveries shall be made not later than three (3) business days prior to the Closing. Such deliveries shall be deemed to be the Closing Conference for all purposes hereunder. A thirty (30) day extension of the Outside Date shall be granted in the event Purchaser is unable to satisfy the conditions set forth in Section 14(B) hereof within the stated time period, along with



a corresponding extension of time to satisfy said the condition precedents by obtaining the necessary approvals. The Outside Date shall also be extended, if necessary, to allow sufficient time to complete the title objection and cure provisions of Section 7 hereof. The Outside Date, or, if applicable, any extension thereof, may also be extended at the Purchaser's option for causes attributable to the Seller.

B. RECORDING AND PAYMENT OF PURCHASE PRICE. Upon the completion of the Closing Conference the parties shall instruct the Title Company to record the Deed in the appropriate land records (provided the title insurance company insuring Purchaser's title has committed to deliver an ALTA Owner's Extended Coverage Policy of Title Insurance containing only the exceptions Purchaser has agreed to accept pursuant to Section 7 hereof and without exception for matters first appearing in the public records or attaching subsequent to the effective date of the Title Commitment, but prior to the date Purchaser acquires the Property for value of record to effect the transfer and conveyance of the Property to Purchaser. Upon such recording and agreement to deliver the Owner's Policy as above: (a) the parties shall cause the Title Company to disburse immediately available funds to Seller in the amount of the Purchase Price (subject to the pro rations provided for herein and less Seller's share of closing costs provided for herein) and (b) the parties shall cause the Title Company to deliver all documents executed in accordance with this Agreement. The parties shall also cause the Title Company to file with the Internal Revenue Service (with copies to Purchaser and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

SECTION 12. RISK OF LOSS. Until Closing, the risk of loss or damage to the Property by fire or other casualty remains with Seller.

SECTION 13. PURCHASER'S DEFAULT. If Seller shall fully perform hereunder and Purchaser shall default and fail to close as required hereunder, then Seller shall receive and retain the Deposit as and for liquidated damages as its sole and exclusive remedy and Purchaser shall be relieved from all further obligations and liability hereunder or otherwise pertaining to this Agreement. Prior to the exercise by Seller of its rights under this Section 13, Seller shall provide written notice specifying the default to the Purchaser and the Purchaser shall have ten (10) days following receipt of such notice to cure such default (or, if such default occurs within ten (10) days of the date selected by the parties for the Closing Conference, then such cure period shall be five (5) days following receipt of the notice).

SECTION 14. CONDITIONS PRECEDENT. This Agreement is made subject to and contingent upon the conditions precedent hereinafter set forth. In the event any condition precedent contained in this Section is not satisfied, Purchaser shall have the option to either waive such condition or conditions and proceed to Closing or terminate this Agreement, in which latter event the Deposit, together with all interest thereon, shall be returned to Purchaser.



(A) Purchaser determining, in its sole discretion, within ninety (90) days after the Effective Date, that the Property constitutes an economically feasible and sound investment.

(B) Purchaser determining within three hundred sixty-five (365) days after the Effective Date ("Permitting period") that all final and non-appealable zoning, site plan, and subdivision approvals necessary for the use of the Property for Purchaser's Intended Use have been granted, run with the Property and will benefit Purchaser after Closing.

(C) Purchaser determining at the time of Closing that (i) the availability and cost of connecting to the utilities necessary or desirable to construct and operate Purchaser's Intended Use on the Property have not, in Purchaser's reasonable and good faith opinion, changed since the Effective Date in a manner that would render Purchaser's Intended Use infeasible or an unsound investment and (ii) the environmental condition of the Property has not adversely changed since the Effective Date.

SECTION 15. RIGHT TO ASSIGN. Purchaser may, prior to the Closing Conference, assign all its right, title and interest in and to this Agreement to any entity which is (whether directly or indirectly) controlled by, controlling or in common control with Purchaser.

SECTION 16. EASEMENTS. In the event an easement or the consent of Seller is required over any other property owned by Seller in order to permit Purchaser to use the Property for Purchaser's Intended Use, Seller shall grant such easement or consent without additional charge to Purchaser. In the event Seller transfers title to such other property, Seller shall assure that the purchaser thereof shall grant such easement or consent without additional charge to Purchaser.

At Closing, Seller shall reserve an easement in the Deed (the "Reserved Easement"). The Reserved Easement shall be for the purpose of providing vehicular and pedestrian access across the Property to Seller's property located to the rear of the Property (such property the "Other Property"). The Reserved Easement shall be appurtenant to the Other Property. Purchaser shall not charge Seller any fees with regard to the reservation of the Reserved Easement, but Seller shall be responsible for all costs and taxes associated with recording the Deed which are in excess of those costs and taxes which would have been applicable had the Deed not contained the reservation of the Reserved Easement. Not later than sixty (60) days after the Effective Date, Purchaser and Seller shall agree on (i) the form and substance of the language to be used in the Deed to reserve the Reserved Easement (the "Language") and (ii) the location of the Reserved Easement. In no event shall the Reserved Easement be located in a location which, in Purchaser's reasonable opinion, would adversely affect Purchaser's Intended Use. The Language shall also specify the use of the Other Property. In the event the parties do not agree on the Language and the location of the Reserved



Easement within the aforesaid 60 day period, Purchaser shall have the right to terminate this Agreement and receive an immediate refund of the Deposit and all interest earned thereon. Once agreed upon, the Language shall be attached hereto as Exhibit C and shall become a part hereof.

**SECTION 17. COMMISSIONS AND FEES.** Seller represents that it has not dealt with any real estate broker, finder or agent with respect to the Property other than DR Properties, LLC. Seller shall pay any fees or commissions claimed by any real estate broker, agent or finder with whom Seller has dealt with respect to the transaction contemplated by this Agreement including, without limitation, DR Properties, LLC. Seller shall indemnify, defend and hold Purchaser harmless from and against any losses, costs, damages or liabilities whatsoever arising from or in any way related to Seller's breach of the forgoing representation and/or its forgoing covenant to pay fees and commissions. Purchaser represents that it has not dealt with any real estate broker, finder or agent with respect to the Property other than Patrick Mallon of Buildable Sites, LLC. Purchaser shall pay any fees or commissions claimed by any real estate broker, agent or finder with whom Purchaser has dealt with respect to the transaction contemplated by this Agreement including, without limitation, Patrick Mallon of Buildable Sites. Purchaser shall indemnify, defend and hold Seller harmless from any losses, costs, damages or liabilities whatsoever arising from or in any way related to Purchaser's breach of the forgoing representation and/or its forgoing covenant to pay fees and commissions.

**SECTION 18. CONDEMNATION.** Seller represents that it has not received any notice of any condemnation or eminent domain proceedings against the whole or any part of the Property. If, prior to the Closing, all or any portion of the Property shall be condemned or taken by eminent domain by any competent authority for any public or quasi-public use or purpose (or such condemnation or taking action is commenced or threatened), then, in such event, Purchaser shall have the option to cancel this Agreement or conclude the transaction herein provided for. If Purchaser elects pursuant to such option to cancel this Agreement, then the Deposit, together with interest earned thereon, shall be refunded to Purchaser and this Agreement shall be null and void. If, however, Purchaser elects to conclude this transaction, then there shall be an abatement in the Purchase Price measured by the proceeds of any condemnation award allowed.

**SECTION 19. NOTICES.** All notices provided for herein shall be deemed to have been properly made three (3) business days after being deposited, postage prepaid, in the U.S. Mail, or one (1) business day after being deposited, all fees paid, with a reputable overnight courier service such as FedEx or UPS for next business day delivery, to the following addresses:

To Purchaser:  
Artis Senior Living, LLC  
1651 Old Meadow Road, Suite 100  
McLean, VA 22102  
Attn: President

To Seller:  
John H. Sellers  
430 Concord Avenue  
Lexington, Massachusetts 02421



With a copy to:

Artis Senior Living, LLC  
3409 Falling Green Road  
Olney, MD 20832  
Attn: General Counsel

Each party may change its address for the giving of notices hereunder by giving notice of such change to the other party in accordance with this Section.

SECTION 20: RESTRICTIVE COVENANT. At the Closing Conference, Seller shall execute and deliver restrictive covenants (the "Restrictions") in recordable form to be recorded against and to encumber certain parcels of land which are presently owned by Seller or any entity controlled by Seller ("Seller Parcels") which are located within certain distances of the Property. The Restrictions shall provide that at no time shall any Seller Parcel located within a five (5) mile radius of boundaries of the Property be used for the construction, operation or maintenance of an assisted living facility, or any facility similar in nature to any of the above. In addition, the Restrictions shall provide that no Seller Parcel located within a one-half (1/2) mile radius of the boundaries of the Property shall be used for any industrial use or for any noxious purpose including, without limitation, rendering plants, kennels, billboards, gasoline stations, fast food/convenience stores, uses with a drive-in window, funeral homes/mortuaries, cemeteries, warehouses (mini or otherwise), junkyards, utility substations, waste recovery facilities, transfer or handling facilities, fuel storage or auto related uses (including, without limitation, sales, service or repair). The Restrictions shall run with and bind the restricted parcels for a period of fifty (50) years after their recordation and thereafter for successive periods of ten (10) years unless terminated by the recordation of a document signed by all of the then owners of the restricted parcels and the then owners of the Property. The Restrictions shall be enforceable both at law and in equity by the owner(s) of all or a portion of the Property. Seller further agrees that the restricted parcels shall be subject to all of the forgoing Restrictions during the executory period of this Agreement. Notwithstanding anything to the contrary contained in this Section, Seller shall have the right to use the property owned by him to the rear of the Property for agricultural purposes or other purposes not prohibited in this paragraph.

SECTION 21. APPROVALS. Purchaser will act in good faith and in a reasonable manner in pursuing satisfaction of the conditions set forth in Section 14(B) hereof. Purchaser will use good faith and reasonable efforts to submit (i) a preliminary plan to the Planning Board of the Town of Lexington showing Purchaser's Intended Use of the Property, and (ii) a notice of intent with the Conservation Commission of the Town of Lexington seeking an order of conditions regarding construction of Purchaser's Intended Use on the Property. Purchaser will make good faith and reasonable efforts to be heard at the Planning Board or Conservation Commission meeting next following the filing of any and all applications by Purchaser. Notwithstanding the foregoing, Purchaser shall have no obligation to make submissions in accordance with this Section 21 if doing so would be contrary to rules, orders or procedures adopted by the authorities having jurisdiction or requests made by them. Purchaser agrees to promptly deliver to Seller





copies of all notices, plans and other communications sent by Purchaser to governmental agencies or received from them by Purchaser in connection with its seeking approvals to construct Purchaser's Intended Use on the Property. Purchaser shall be solely responsible for all costs associated with pursuing the satisfaction of the conditions precedent set forth in Section 14(B) hereof.

SECTION 22. MISCELLANEOUS.

(A) This Agreement sets forth all promises, agreements, conditions, inducements and understandings between and among the parties and there are no promises, agreements, conditions, inducements, warranties, representations, oral or written, express or implied, between them, other than as herein set forth. This Agreement shall not be modified or amended in any manner except by an instrument in writing executed by the parties. All of the Exhibits attached hereto are hereby made a part hereof.

(B) The headings contained in this Agreement are for convenience and reference only, and in no way modify, interpret or construe the meaning of the parties.

(C) Each term, agreement, covenant, condition, representation and warranty herein made shall survive the Closing. All provisions that are to be performed or apply to circumstances subsequent to the Closing shall likewise survive the Closing.

(D) This Agreement shall be construed and enforced in accordance with the laws of the State in which the Property is located. If any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the remaining terms of this Agreement.

(E) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

(F) Each of the parties shall execute such other documents as may be necessary to carry out the intent as well as comply with the provisions of this Agreement.

(G) This Agreement shall be binding upon and inure to the benefit of the respective parties and their heirs, executors, personal representatives, successors and assigns.

(H) A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. If any party is made up of more than one person or entity, then all such persons and entities shall be included jointly and

severally, even though the defined term for such party is used in the singular in this Agreement.

(I) The recitals set forth at the beginning of this Agreement are hereby made an integral part of this Agreement.

(J) At the Closing Conference Seller shall execute and deliver an Affidavit satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended.

(K) If in calculating the date for any event hereunder, the date shall, by reason of the provisions of this Agreement, fall on a Saturday, Sunday, or day on which banks are closed in the State of Maryland, then the date shall be in the next succeeding business day.

(L) The parties agree that they will cooperate with each other to effectuate a like kind exchange under Section 1031 of the Internal Revenue Code provided that the cooperating party does not incur any additional liability in doing so and that the Closing is not delayed. The exchanging party shall indemnify, defend and hold the cooperating party harmless from and against any and all losses, costs, expenses, attorneys' fees and liabilities whatsoever arising from or related to such exchange.

(M) No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. Any waiver by a party of any provision of this Agreement shall be effective only if made in writing and duly executed by the party.

(N) Seller shall not enter into or entertain any negotiations, discussions, or offers to purchase with any person not a party to this Agreement with respect to the sale, leasing, conveyance, or other transfer of the Property, or any portion thereof, as long as this Agreement is in effect.

(O) In the event Purchaser terminates this Agreement for reasons other than Seller's default, it shall, unless contractually prohibited from doing so, promptly deliver to Seller the results of any tests and studies done on the Property by or at the request of Purchaser along with any nonproprietary plans and drawings. Plans and/or drawings depicting or in any way related to the layout or design of Purchaser's building to be constructed on the Property shall for all purposes deemed to be proprietary.

SECTION 23. ACCEPTANCE. Should this Agreement not be accepted by Seller and a fully executed original received by Purchaser on or before April 23, 2013, it shall expire and be of no effect.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement personally or by and through their duly authorized officers and set their seals hereto.

WITNESS:

\_\_\_\_\_

PURCHASER:

ARTIS SENIOR LIVING, LLC

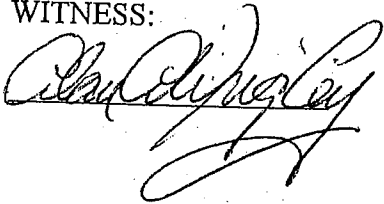
By: \_\_\_\_\_ (Seal)

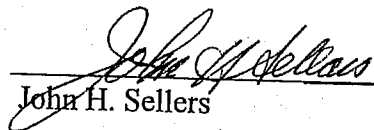
Donald E. Feltman  
President & CEO

Date: \_\_\_\_\_

SELLER:

WITNESS:



 \_\_\_\_\_ (Seal)  
John H. Sellers

Date: 4/17/13

IN WITNESS WHEREOF, the parties hereto have executed this Agreement personally or by and through their duly authorized officers and set their seals hereto.

PURCHASER:

ARTIS SENIOR LIVING, LLC

By: Donald E. Feltman (Seal)  
Donald E. Feltman  
President & CEO

Date: 4/17/13

WITNESS:

[Signature]

SELLER:

John H. Sellers (Seal)

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

**EXHIBIT A**

(The Property)

Approximately 5.39 acres of land located at and commonly known as 430 Concord Avenue in Lexington, MA, also shown on Assessor's Maps 10/8/1 and 10/8/2.

Together with all appurtenances and improvements thereto.

## AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT made as of the 15<sup>th</sup> day of January 2014, is made by and between Artis Senior Living, LLC, a Delaware limited liability company (hereinafter referred to as "Purchaser") and John H. Sellars (hereafter referred to as "Seller").

WHEREAS, Purchaser and Seller entered into a Purchase Agreement (the "Agreement") for the purchase and sale of approximately 5.39 acres of land commonly known as 430 Concord Avenue, Lexington, Massachusetts (the "Property"); and

WHEREAS, the parties now desire to amend the Agreement as hereinafter set forth.

NOW THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Seller's name in the Agreement is incorrectly spelled "John H. Sellars". The parties agree that "John H. Sellars" shall be substituted for each such incorrectly spelled reference in the Agreement to the Seller's name.
2. The reference in the first paragraph of the Agreement to "a single man" is hereby deleted.
3. The parties agree that the Agreement has been binding on them in accordance with its terms since April 18, 2013 (the "Binding Date").
4. The parties have determined that the Town of Lexington (the "Town") may have an option to purchase the Property pursuant to the provisions of Section 61A of the General Laws of Massachusetts (the "Option"). Due to the existence of the Option, the parties agree that the Effective Date shall be that date which is thirty (30) days prior to the date upon which the Seller delivers to Purchaser evidence satisfactory to Purchaser in the exercise of its reasonable discretion that (a) the Town has waived its right to exercise the Option or (b) that the Option is no longer of any force or effect.
5. The term "Effective Date" is hereby deleted and the term "Binding Date" is hereby substituted in its place in Section 3 and in Section 5 of the Agreement.
6. Capitalized terms used but not defined herein shall be deemed to have the meanings given to them in the Agreement.
7. Except as modified hereby, the Agreement shall remain unchanged and in full force and effect and the parties hereby ratify and confirm the same.
8. The Whereas clauses hereof are hereby made an integral part hereof.

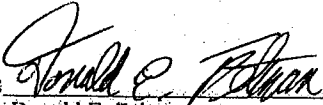
9. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

10. Executed copies hereof bearing the signatures of one or more of the parties hereto and which are delivered by fax, email or other electronic means shall be deemed to be originals for all purposes.

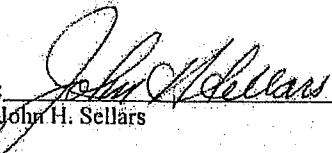
IN WITNESS WHEREOF, the parties hereto have executed this instrument by and through their duly authorized representatives and set their seals hereto.

PURCHASER:

ARTIS SENIOR LIVING, LLC

By:  (Seal)  
Donald E. Feltrian  
President & CEO

SELLER:

By:  (Seal)  
John H. Sellars

"A"

THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form A/H 2



Bk: 37017 Pg: 619

Recorded: 11/13/2002

Document: 00000298 Page: 1 of 1

t. LEXINGTON  
Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS

AGRICULTURAL OR HORTICULTURAL LAND TAX LIEN

The Board of Assessors of the city/town of LEXINGTON hereby state that it has accepted and approved the application of JOHN H. AND DIANE M. SELLARS

owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61A for the fiscal year ending June 30, 19.2004.

DESCRIPTION OF LAND

430 CONCORD AVENUE, LEXINGTON, MA 02421

MAP 10, PARCEL 8

BOOK 34174 PAGE 185 DATE 11/29/2001

Statement made this FOURTH day of OCTOBER, 2002

*[Handwritten signatures]*

BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

ss. OCTOBER 4, 2002  
Then personally appeared WILLIAM JACKSON a member of the Board of Assessors of the city/town of LEXINGTON and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of LEXINGTON before me,

MARGARET S. GENTILE  
Notary Public  
My Commission Expires August 7 2009

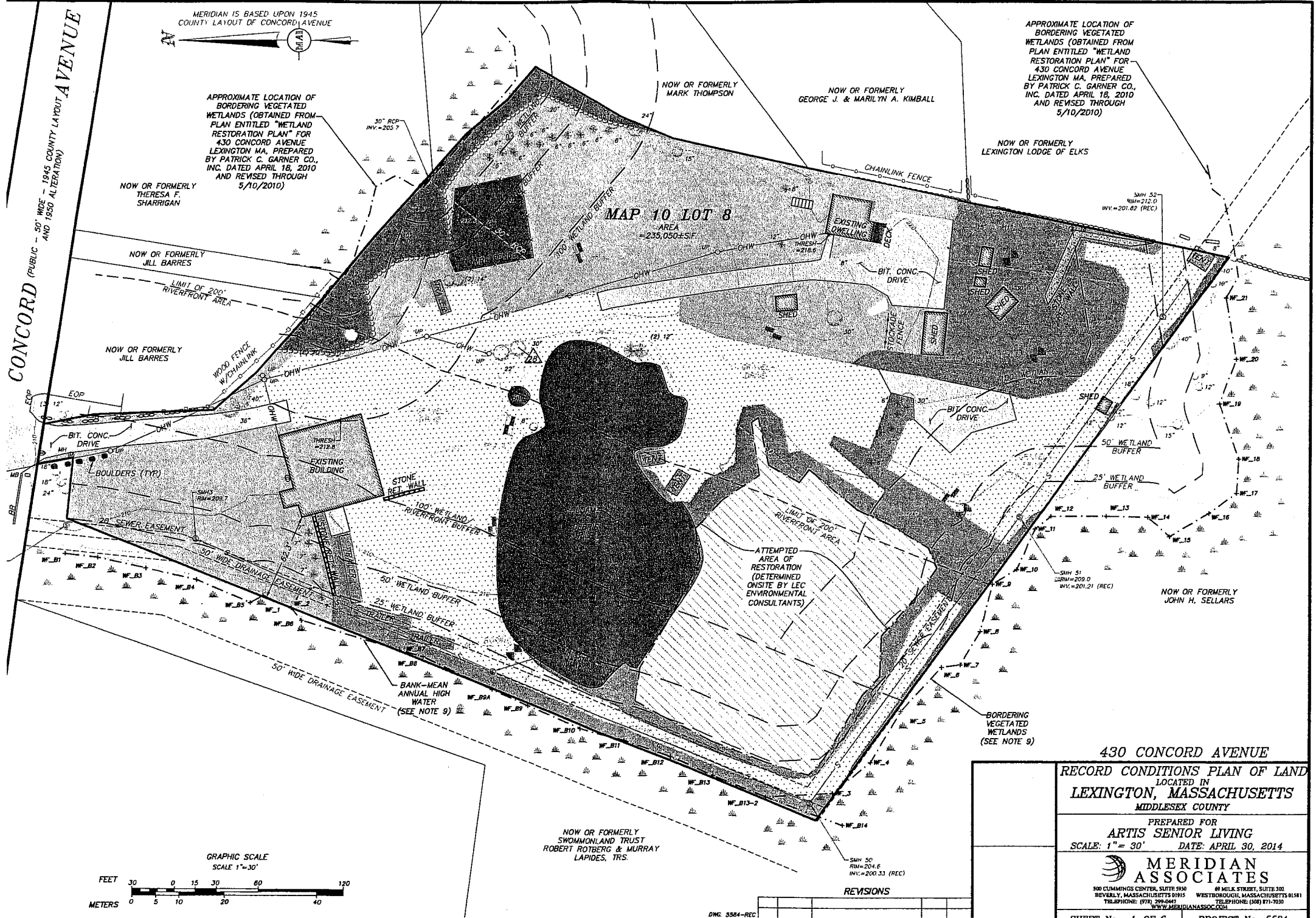
, 19, at o'clock and minutes M.

Received and entered with Registry of Deeds Registry District  
Book, Page, Document No., Certificate of Title No.

Attest: Register

30.00  
298  
MED 11/13/02 09:31:36





APPROXIMATE LOCATION OF BORDERING VEGETATED WETLANDS (OBTAINED FROM PLAN ENTITLED "WETLAND RESTORATION PLAN" FOR 430 CONCORD AVENUE LEXINGTON MA, PREPARED BY PATRICK C. GARNER CO., INC. DATED APRIL 18, 2010 AND REVISED THROUGH 5/10/2010)

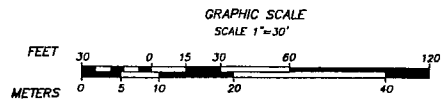
APPROXIMATE LOCATION OF BORDERING VEGETATED WETLANDS (OBTAINED FROM PLAN ENTITLED "WETLAND RESTORATION PLAN" FOR 430 CONCORD AVENUE LEXINGTON MA, PREPARED BY PATRICK C. GARNER CO., INC. DATED APRIL 18, 2010 AND REVISED THROUGH 5/10/2010)

MAP 10 LOT 8  
AREA = 235,050 ESF

430 CONCORD AVENUE  
RECORD CONDITIONS PLAN OF LAND  
LOCATED IN  
LEXINGTON, MASSACHUSETTS  
MIDDLESEX COUNTY

PREPARED FOR  
ARTIS SENIOR LIVING  
SCALE: 1" = 30' DATE: APRIL 30, 2014

**MERIDIAN ASSOCIATES**  
300 CLIMMING CENTER, SUITE 910 #9 MILK STREET, SUITE 302  
BEVERLY, MASSACHUSETTS 01915 WESTBOROUGH, MASSACHUSETTS 01581  
TELEPHONE: (978) 296-0447 TELEPHONE: (508) 871-7030  
WWW.MERIDIANASSOCIATES.COM



REVISIONS

DMG 5584-REC



*Town of Lexington*  
PLANNING DEPARTMENT

Maryann McCall-Taylor, Planning Director  
Aaron Henry, Assistant Planning Director  
David Kucharsky, Planner

Tel: (781) 698-4560  
Fax: (781) 861-2748

**MEMORANDUM**

Date: November 7, 2014  
To: Board of Selectmen; Carl Valente  
From: Maryann McCall-Taylor *MM*  
Re: Sale of 430 and 431 Concord Avenue

At its meeting of November 5, 2014, the Planning Board voted to recommend to the Board of Selectmen that the option to purchase the land by the Town not be pursued. This is a right of the Town under M.G.L. Chapter 61A as the land had received the benefits of taxation as an agriculture or horticultural use. The Board supports the project of Artis Senior Living for the site.

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:**

November 17, 2014

**PRESENTER:**

Gerard Cody, Health Director  
Mina Makarious, Town Counsel's Office

**ITEM NUMBER:**

I.2

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**SUBJECT:**

**Smoking Regulation Presentation**

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**EXECUTIVE SUMMARY:**

Over the last few months, the Board of Health, (BOH) proposed revisions to its *Smoking and Youth Access to Tobacco Products Regulation*, Article III, Chapter 155, Board of Health Regulations of the Town of Lexington Code. The changes include adding e cigarettes, increasing the purchase age of tobacco products to twenty one, (21) years of age and prohibiting the sale of blunt wraps.

The regulations, as revised, differ in certain respects from the Town's bylaws on, *Clean Indoor Air (General Bylaw § 97-5) Restrictions of Smoking in Public Places and Workplaces (General Bylaw § 97-6)* and *Access to Tobacco by Minors (General Bylaw § 97-7)*.

The most noticeable difference between the proposed BOH regulation and the *Access to Tobacco by Minors Bylaw* is the legal sales age for tobacco products. General Bylaw § 97-7 provides a minimum sales age of 18. The proposed revisions to the regulations raises that age to 21. Mina S. Makarious, ANDERSON & KREIGER LLP, recommends that the BOH seek a revision to the existing Bylaw to accommodate such a change before the revised BOH regulation goes into effect. After reviewing the various Bylaws listed above, there were other related smoking issues that need to be revised to reflect the current *Smoke Free Workplace law (MGL. Ch.270 §22)*.

Additional considerations are as follows:

- Conforming changes to Non-Criminal Disposition
- Conforming changes to numbering General Bylaws

Rather than amending the existing bylaws, another option is to repeal the Town's bylaws on, *Clean Indoor Air (General Bylaw § 97-5) Restrictions of Smoking in Public Places and Workplaces (General Bylaw § 97-6)* and *Access to Tobacco by Minors (General Bylaw § 97-7)*. Last May, Concord decided to repeal a similar bylaws known as "*Sale of Tobacco to Minors Bylaw*" to avoid redundant regulation between the bylaw and the BOH's regulations. It is the preference of the Lexington BOH that the existing bylaws as noted above be repealed. Note that State law gives the Board of Health independent authority to regulate such sales in the Town. Repeal of the existing bylaw therefore will eliminate potential conflict between the bylaw and BOH regulations

If a repeal of the Town by laws related to smoking is not a consideration, then you will find useful the attached document that list the proposed changes to General Bylaws § 97-5, § 97-6 and § 97-7 to coincide with the BOH regulation and the current Smoke Free Workplace.

Other attachments include the proposed BOH regulation in draft format and a pdf of the existing bylaws noted above.

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**FINANCIAL IMPACT:**

NA

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**RECOMMENDATION / SUGGESTED MOTION: None necessary at this time. Proposed Bylaw change will be recommended for the 2015 Annual Town Meeting.**

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**STAFF FOLLOW-UP:** Health Department and Town Counsel will draft necessary Town Meeting warrant article.

## Smoking and Youth Access to Tobacco Products

In accordance with the authority granted by the Massachusetts General Laws Chapter 111, Section 31, the Lexington Board of Health hereby adopts the following rules and regulations restricting the use, sale, vending and distribution of tobacco products within the Town of Lexington. This regulation is also promulgated pursuant to Massachusetts General Laws Chapter 270, Section 22(j) which states in part that *“nothing in this section shall permit smoking in an area in which smoking is or may hereafter be prohibited by law including, without limitation: any other law or health regulation. Nothing in this section shall preempt further limitation of smoking by the commonwealth or political subdivision of the commonwealth.”*

### § 155-14. Findings

- (A) There exists conclusive evidence that tobacco smoke causes cancer, respiratory diseases, various cardiac diseases, negative birth outcomes, allergies and irritations to the eyes, nose and throat to both the smoker and nonsmoker exposed to secondhand smoke.
- (B) Ongoing research attests to the health hazards of secondhand smoke. According to the federal government, 83% of worker health complaints related to indoor air quality are currently linked to smoking. Elimination of secondhand smoke will substantially prevent the amount of severe headaches, upper respiratory problems, cancer death and heart-related deaths.
- (C) The use of so-called smokeless tobacco has been shown to cause gum disease, cancer and heart-related disease.
- (D) Evidence further demonstrates that tobacco is extremely addictive. Nearly all-first use of tobacco occurs before high school graduation and more than 3000 young people begin smoking every day in this nation. Massachusetts’s youths are beginning smoking at very young ages. More than ninety percent of all smokers begin smoking before the age of twenty-one, and, nationally, in 2000, sixty-nine percent of middle school age children who smoke at least once a month were not asked to show proof of age when purchasing cigarettes (CDC). Due to the addictiveness of tobacco and the long-range health effects of tobacco use, ready access to cigarettes on the part of minors is a concern. The U.S. Department of Health and Human Services (CDC) has concluded that nicotine is as addictive as cocaine or heroin.
- (E) According to the CDC’s youth risk behavior surveillance system’s 2010 Summary, any non-cigarette tobacco and nicotine delivery product can be sold in a single “dose,” enjoys a relatively low or no tax as compared to cigarettes, is often available in fruit, candy, and alcohol flavors, and is popular among youth.

Therefore it is the purpose and intention of the Board of Health to regulate the sale of tobacco

products in order to protect the health of the youth, general public, and employees in the Town of Lexington.

**§ 155-15. Definitions**

As used in this regulation:

**Blunt Wrap:** Any tobacco product manufactured or packaged as a wrap or as a hollow tube made wholly or in part from tobacco that is designed or intended to be filled by the consumer with loose tobacco or other fillers.

**Business Agent:** Any individual who has been designated by the owner or operator of any establishment to be the manager or otherwise in charge of said establishment.

**Compensation:** Money, gratuity, privilege, or benefit received from an employer in return for work performed or services rendered.

**Electronic Cigarette (e-cigarette):** Any product or device that turns nicotine and chemicals into a vapor, aerosol or mist inhaled by the consumer. Such devices are often composed of a mouthpiece, heating element, and battery or electronic circuits that provide a vapor from liquid or solid nicotine or non-nicotine product to be inhaled by the user. This term shall include such devices manufactured as e-cigarettes, e-cigars, e-hookahs, e-pipes, or under any other product name.

**Educational institution:** Any public or private college, normal school, professional school, scientific or technical institution, university or other institution furnishing a program of higher education.

**Employee:** Any individual who performs a service for an employer.

**Employer:** Any individual, partnership, association, corporation, trust, or other organized group of individuals, including the Town of Lexington or any agency thereof, which regularly uses the services of one (1) or more employees.

**Enclosed:** A space bound by walls with a door and under a roof.

**Food Service Establishment:** A place where food is prepared and intended for individual portion service and includes the sites at which individual portions are provided. The term includes such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes, but is not limited to, delicatessens that offer prepared food in individual service portions, mobile food units, pushcarts and catering operations. The term does not include residential kitchens, retail food outlets, or supply vehicles.

**Health Care Institution:** An individual, partnership, association, corporation, trust, or any person or group of persons that provides health care services and employs health care providers, licensed or subject to licensing, by the Massachusetts Department of Public Health under

M.G.L., c. 112; or a retail establishment that provides pharmaceutical goods and services and is subject to the provisions of 247 CMR 6.00. Health care institutions include, but are not limited to, hospitals, clinics, health centers, pharmacies, drug stores, and medical, doctor, and dental offices.

**Indoor Sports Arena:** Any sports pavilion, gymnasium, health spa, swimming pool, ice rink, or other similar place where members of the general public assemble to engage in physical exercise, participate in athletic competition or witness sports events.

**Minimum Legal Sales Age:** The age an individual must be before that individual can be sold tobacco products as defined herein.

**Mobile Food Unit:** A vehicle-mounted food establishment designed to be readily movable.

**Municipal Vehicles:** Vehicle(s) owned or leased by the town.

**Nonsmoking Area:** Any area that is designated and posted by the proprietor or person in charge as a place where smoking by patrons, employees or others is prohibited.

**Outdoor Space:** An outdoor area, open to the air at all times and not enclosed by a wall or side covering.

**Permit Holder:** Any person engaged in the sale or distribution of tobacco products directly to consumers who applies for and receives a Tobacco Product Sales Permit or any person who is required to apply for a Tobacco Product Sales Permit pursuant to these regulations, or his/her business agent.

**Person:** An individual, employer, employee, retail store manager or owner or the owner or operator of any establishment engaged in the sale or distribution of tobacco products directly to consumers.

**Public Place:** An enclosed, indoor area when open to and used by the general public, including but not limited to the following facilities: atriums; auditoriums; automatic teller machines; automobile repair and maintenance establishments; bar, lounge; common areas of apartment buildings containing four or more dwelling units including stairwells, halls, entranceways, mailrooms, laundry facilities and storage areas; gasoline stations; licensed childcare locations including childcare homes; educational facilities; elevators accessible to the public; clinics, hospitals, rest homes and nursing homes; retirement homes; health care providers; game arcades; hair cutting and cosmetology establishments; inns, hotel and motel lobbies, stairwells, halls, entranceways and public restrooms; free standing kiosks; laundromats; libraries; mobile food units; municipal buildings; museums; polling places; schools; school buses; service lines; retail stores; retail food outlets; indoor sports arenas; theaters; public transit facilities; and any clubs, rooms or halls when used for public meetings.

**Restaurant:** Any establishment serving food for consumption on the premises, which maintains tables for the use of its customers. This includes cafeterias and cafeterias in the workplace.

**Retail Food Outlet:** Any establishment or section of an establishment where food and food products are offered to the consumer and intended for off-premises consumption. The term includes delicatessens that offer prepared food in bulk quantities only. The term does not include roadside markets that offer only fresh fruits and fresh vegetables for sale; food service establishments; bakeries; or food and beverage vending machines.

**Retail Store:** Any establishment selling goods, articles, or personal services to the public.

**Self-Service Display:** Any display from which customers may select a tobacco product without assistance from an employee or store personnel, excluding vending machines.

**Service Line:** Any indoor or outdoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

**Smoking:** The inhalation of the smoke, vapor, aerosol or mist of a pipe, cigar, cigarette, tobacco product, e-cigarette, combustible or non-combustible, by the consumer, regardless of product content.

**Tobacco Product:** Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, or electronic or e-cigarettes, electronic cigars, electronic pipes, or other similar products, regardless of nicotine content, that rely on vaporization or aerosolization. "Tobacco product" includes any component, part, or accessory of a tobacco product. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product and which is being marketed and sold solely for the approved purpose.

**Vending Machine:** Any automated or mechanical self-service device, which upon insertion of money or any other form of payment, dispenses or makes cigarettes or any other tobacco product.

**Workplace:** Any enclosed area of a structure or portion thereof in the Town in which three or more employees perform services for their employer. The workplace shall include any space or room, under the control of a public or private employer, which employees normally frequent during the course of employment including, but not limited to, work areas, offices, employee lounges and restrooms, conference rooms, and hallways and where the employer has the right or authority to exercise control over the space within fifteen (15) feet of any entranceway to an office building in zones CM, CRO and CD 1, 2, and 3 and within fifteen (15) feet of all Municipal buildings.

Terms not defined herein shall be defined as set forth in M.G.L., Ch. 270, Sec. 22 or 105 CMR

166. To the extent that any of the definitions herein conflict with M.G.L., Ch. 270, Sec. 22 and/or 105 CMR 166, the definition contained in this document shall control to the extent permitted by law.

**§ 155-16. Prohibition of Smoking in Public Places**

No person shall smoke in any public place as defined in § 155-15 or the Town's Restriction of Smoking in Public Places and Workplaces Bylaws, 97-6, including, without limitation, the following:

- (A) Restaurants. The prohibition on smoking in public places shall apply to all restaurants including all outdoors seating; take out food establishments, and food service establishments.
- (B) Public Transit Facilities. The prohibition on smoking in public places shall apply to buses, taxis, and other means of public mass transit while operating within the boundaries of the Town of Lexington, and indoor platforms.
- (C) Retail Food Outlets. The prohibition on smoking in public places shall apply to retail food outlets.
- (D) Educational Institutions: It shall be unlawful for any person, including all teaching and non-teaching personnel to smoke in any public or private educational institution, on its grounds or school buses at any time.

The person(s) in charge of the educational institution shall conspicuously post a notice or sign at eye level and in unobstructed view at each entrance and in the gymnasium, auditorium, cafeteria, all restrooms and the principal's office indicating that smoking is prohibited therein, and use any reasonable means to enforce this regulation.

- (E) Hotel/Motel/Inn Rooms Rented to Guests. Hotels, motels and inns shall provide non-smoking rooms as requested by guests. The rooms so designated will be posted as smoking prohibited or smoking permitted. Customers seeking accommodations will be routinely advised of the availability of non-smoking rooms by check-in personnel. Smoking rooms may be designated by the proprietor(s) or other person(s) in charge of a hotel/motel/inn and may not exceed 25% of the total rooms licensed for guests. The non-smoking rooms may not be located between smoking rooms. Non-smoking room locations shall be so situated as to utilize physical barriers and/or ventilation systems to minimize involuntary exposure to tobacco smoke. Common restrooms, entranceways, hallways, stairways and lobbies, as well as places in which smoking is prohibited by the fire marshal, law, or regulation may not be designated as smoking areas.
- (F) Implementation. The proprietor(s) or other person(s) in charge of a place covered by this regulation shall prevent smoking in non-smoking areas by:



- (1) Conspicuously posting a notice or sign at each entrance to the public place indicating smoking is prohibited therein. In addition, conspicuously posting "No Smoking" signs, or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed by a red circle with a red bar across it) throughout public areas of the establishment.
- (2) Using any other means, which may be legal, appropriate and reasonable to enforce these regulations.

(G) The use of tobacco products and electronic cigarettes is prohibited wherever smoking is prohibited per M.G.L., Ch. 270, Section 22, Town bylaws, or this regulation

**§ 155-17. Prohibition of Smoking at Town Recreation Areas**

No person shall smoke in Town owned park and recreation areas, including but not limited to the following locations:

- (A) Swimming Areas including The Old Reservoir and the Town Swimming Pool.
- (B) Recreation Playgrounds and Tot Lots.
- (C) Lexington School Playing Fields.
- (D) Little League Fields, Soccer Fields, Basketball Courts
- (E) Conservation land where there are recreation facilities, including but not limited to Sutherland Park and Garfield Park.

**§ 155-18. Workplace / Smoke Free Buffer Zone**

(A) It shall be unlawful for any person to smoke in any workplace or municipal vehicle or the area within fifteen (15) feet of any municipal building entranceway, owned, operated or leased by the Town of Lexington, accessible to the public, except that this shall not apply to a smoker transiting through such fifteen (15) foot area nor to a smoker approaching an entranceway with the intention of extinguishing a tobacco product. Any town of Lexington employee violating the municipal building or municipal building buffer zone smoking prohibition shall be reported to that employee's supervisor and then to the Human Resources Department who will address the violation in accordance with the Lexington employee's collective bargaining agreement and take the appropriate further action.

(B) Each person having control of premises in which smoking is prohibited by this

regulation, or his/her agent or designee, shall conspicuously display upon the premises an appropriate number of signs reading "Smoking Prohibited by Law."

- (C) It shall be unlawful for any person having control of any premises upon which smoking is prohibited by this regulation to permit, or for his or her agent to permit, a violation of this regulation.

**§ 155-19. Public Places / Workplaces Enforcement of §155-16 through 18**

(A) Any person who smokes in a non-smoking area shall be subject to a fine of one hundred dollars (\$100) for each violation.

(B) Any proprietor(s) or other person(s) in charge of a public place or workplace who fail(s) to comply with these regulations shall be subject to both:

(C) A fine of up to \$200 for each day of noncompliance; and

(D) Suspension of any license issued by the Town of Lexington for any such public place for a period of up to two days for each day of non-compliance.

A fine of one hundred dollars (\$100) for the first violation, two hundred dollars (\$200) for the second violation within three calendar years and three hundred dollars (\$300) for a third or subsequent violation within three calendar years; and

Suspension of any license issued by the Board of Health for that public place for a period of up to two days for each day of non-compliance.

(E) In addition to the remedies provided by (A) and (B) above, the Board of Health or any person aggrieved by the failure of the proprietor or other person in charge of a public place or workplace to comply with any provision of this subsection may apply for injunctive relief to enforce the provisions of this subsection in any court of competent jurisdiction.

(F) Any person aggrieved by the failure or refusal to comply with restrictions in any municipal building may complain in writing to the head of the department or agency occupying the area where the violation takes place. Said agency or department head shall respond in writing within fifteen days to the complainant that he has inspected the area described in the complaint and has enforced the provisions of this section as provided herein.

(G) The Lexington Board of Health shall provide notice of the intent to suspend a permit, which notice shall contain the reasons therefore and establish a time and date for a hearing which date shall be no earlier than seven (7) days after the date of said notice. The proprietor, permit holder or business agent shall have the opportunity to be heard at

such a hearing and shall be notified of the Board of Health's decision, and the reasons therefore in writing. After a hearing, the Lexington Board of Health shall suspend the Tobacco Product Sales Permit if the Board finds that a sale to a person under the Minimum Legal Sales Age occurred and/or any or all Board of Health-issued permits if the Board finds that a violation of this regulation has occurred. For purposes of suspensions, the Board shall make the determination notwithstanding any separate criminal or non-criminal proceedings brought in court hereunder or under the Massachusetts General Laws for the same offense. All tobacco products shall be removed from the retail establishment upon suspension of the Tobacco Product Sales Permit. Failure to remove all tobacco products shall constitute a separate violation of this regulation.

**§ 155-20. Other Applicable Laws**

These regulations shall not be interpreted or construed to permit smoking or the sale of tobacco products where such sale, use of tobacco products or smoking is otherwise restricted by other applicable health, safety or fire codes, laws, Bylaws or regulations, including, without limitation, any Town of Lexington Bylaw.

**§ 155-21. Tobacco Product Sales to Persons Under the Minimum Legal Sales Age Prohibited**

No person shall sell tobacco products or permit tobacco products as defined herein to be sold to a person under the minimum legal sales age or, not being a parent or legal guardian, give, exchange, barter, trade, or otherwise distribute and/or furnish tobacco products as defined herein to a person under the minimum legal sales age. As of July 1, 2014, the minimum legal sales age in Lexington is twenty-one (21).

(A) No person or retailer may sell tobacco products to any person under the age of twenty-one (21). Each retailer shall verify by means of a government issued photographic identification containing bearer's date of birth that no person purchasing the product is a of the minimum legal sales age. No such verification is required for any person under the age of twenty-seven (27). All retail sales of tobacco must be face-to-face between the seller and the buyer and occur at the permitted location. Anyone who sells tobacco products to a minor, the store owner or manager and staff known to be in the immediate area of the sale at the time of the sale, shall attend a training session on tobacco product sales. In conformance with Massachusetts General Laws Chapter 270, Section 6, whoever sells tobacco products to a minor, shall be punished by a fine of one hundred dollars (\$100.00) for the first offense, two hundred dollars (\$200.00) for the second offense, and three hundred (\$300.00) for any third or subsequent offense within three calendar years.

~~(B)~~

B If a tobacco product retailer fails to attend training or fails to pay a fine as required by § 155-21 and (A)Town Bylaw § 97-7. The Board of Health shall hold a hearing, in accordance with § 155-19 (E) to determine if the following penalties will be imposed:

⊕1) \_\_\_\_\_ Prohibit a retail establishment from selling tobacco products by suspending its

Tobacco Product Sales Permit for a period of three (3) business days for the first offense, five (5) business days for the second offense, and ten (10) business days for the third offense;

0)2) If a tobacco product retailer sells tobacco products to minors persons under the minimum legal sales age on more than three occasions within three calendar years, the Board of Health shall hold a hearing, in accordance with § 155-19 (E) to determine if the following penalties will be imposed:

-a) For selling tobacco products to persons under the minimum legal sales age on more than three occasions within three calendar years, prohibit a retail establishment from selling tobacco products for a period of six months by suspending its Tobacco Product Sales Permit and/or denying the renewal or issuance of a Tobacco Product Sales Permit.

-b) For selling tobacco products to persons under the minimum legal sales age on five or more occasions within three calendar years, prohibit a retail establishment from selling tobacco products for a period of twelve months by suspending its Tobacco Product Sales Permit and/or denying the renewal or issuance of a Tobacco Product Sales Permit.

In addition to the posting required pursuant to Massachusetts General Laws, Chapter 270, Section 7 and Town Bylaw § 97-7, the owner or other person in charge of a shop or other place used to sell tobacco products shall conspicuously post a sign stating "The sale of e-cigarettes or tobacco products to persons under the age of 21 is prohibited in the Town of Lexington." The owner or other person in charge of a shop or other place used to sell electronic cigarettes at retail shall conspicuously post a sign stating, "The use of e-cigarettes at indoor establishments may be prohibited by local law." The notices shall be posted conspicuously in the retail establishment or other place in such a manner so that a person standing at or approaching the cash register may see them readily. These notices shall directly face the purchaser and shall not be obstructed from view or placed at a height of less than four (4) feet or greater than nine (9) feet from the floor.

0)3) Board of Health or its enforcement officer(s) shall enforce this regulation.

0)4) Whoever violates this provision shall be punished by a fine of fifty dollars (\$50.00) for the first violation. If the violation is not corrected within seven (7) days of notification, an additional fine of fifty dollars (\$50.00) may be imposed for each day the violation continues. Any person unlawfully removing a copy so posted while said premises are used for the sale of tobacco products shall be punished by a fine of ten dollars (\$10.00).

(A) Self-Service Displays. Self-service displays of tobacco products, from which individual packages may be selected by the customer, are prohibited. Tobacco products must be

located on, over, or behind the checkout counter and must only be obtained by the sales clerk.

(B) Tobacco product sales or distribution from mobile food units or trucks is prohibited.

(F) ~~(F)~~ Sales Personnel. No person or entity selling tobacco products shall allow anyone to sell cigarettes and other tobacco products until such employee reads the Town Bylaws, Board of Health regulations and state laws regarding the sale of tobacco products and signs a sworn statement, a copy of which will be placed on file in the office of the Board of Health, that (s)he has read and will uphold the regulations.

~~(F)~~ (G)

(G) Free Distribution/Sampling.

No person shall distribute, or cause to be distributed, any free samples of tobacco products. No coupons or other means, instruments or devices that allow for the procurement of any tobacco product for free or at a reduced or discounted price or the procurement of cigarettes at a price below the minimum retail price determined by the Massachusetts Department of Revenue shall be accepted by any permit holder.

(G) Vending Machines. No person shall install or maintain a vending machine to distribute or sell tobacco products within the Town of Lexington.

(H) Packaging. Sale or distribution of tobacco products in any form other than an original factory-wrapped package is prohibited. No person or entity may sell or cause to be sold, distribute, or cause to be distributed, any cigarette package that contains fewer than twenty (20) cigarettes. The sale of single cigarettes is prohibited.

(J) Blunt Wraps.

No person or entity shall sell or distribute blunt wraps in Lexington.

(K) Penalties. Any person or entity who fails to comply with any of the following sections: (D), (E), (F), (G), (H), (I) and (K) shall be punished by a fine of one hundred dollars (\$100.00) per day of violation. Enforcement shall be by the Board of Health or its designees.

## § 155-22. Permits

(A) Tobacco Product Sales Permit:

- 1) No person shall sell or otherwise distribute tobacco products at retail within Lexington without first obtaining a Tobacco Product Sales Permit issued annually by the Town of Lexington Board of Health.
- 2) Only owners of establishments with a permanent, non-mobile location in the Town of Lexington are eligible to apply for a permit and sell tobacco products at that location which is specified in the permit application.
- 3) As part of the Tobacco Product Sales Permit application process, the applicant will be provided with the Town of Lexington Board of Health regulation.
- 4) Each applicant is required to sign a statement declaring that the applicant has read said regulation and that the applicant is responsible for instructing any and all employees who will be responsible for tobacco product sales regarding both state laws regarding the sale of tobacco products and this regulation.
- 5) Each applicant is required to provide proof of a current tobacco license issued by the Massachusetts Department of Revenue before a Tobacco Product Sales Permit can be issued.
- ~~5)6)~~ 6) The fee for a Tobacco Product Sales Permit shall be determined annually. All Tobacco Product Sales Permits shall be renewed annually by the last day in January.
- ~~6)7)~~ 7) A separate permit is required for each retail establishment selling tobacco products.
- ~~7)8)~~ 8) Each Tobacco Product Sales Permit shall be displayed at the retail establishment in a conspicuous place.
- ~~8)9)~~ 9) A Tobacco Product Sales Permit is non-transferable. A new owner of an establishment that sells tobacco products must apply for a new Tobacco Product Sales Permit. No new permit will be issued unless and until all outstanding penalties incurred by the previous permit holder are satisfied in full.
- ~~9)10)~~ 10) Issuance of a Tobacco Product Sales Permit shall be conditioned on an applicant's consent to unannounced, periodic inspections of his/her retail establishment to ensure compliance with this regulation.
- ~~10)11)~~ 11) A Tobacco Product Sales Permit will not be renewed if the permit holder has failed to pay all fines issued and the time period to appeal fines has expired and/or has not satisfied any outstanding permit suspensions.

(B) **Penalties.** Any person, firm, corporation, establishment or agency selling tobacco products at retail without a valid Tobacco Product Sales Permit shall be punished by a fine of one hundred dollars (\$100.00). If the violation is not corrected within three (3) days of notification, the fine shall be one hundred dollars (\$100.00) for each day the violation continues.

**§ 155-23. Severability**

If any provision of these regulations is declared invalid or unenforceable, the other provisions shall not be affected thereby but shall continue in full force and effect.

**Effective Date**

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Amendments effective on 6/12/01

Amendments effective on 12/08/08

Amendments effective on date

Town of Lexington, MA  
Wednesday, April 16, 2014

## Chapter 97. PUBLIC CONDUCT

**[HISTORY: Adopted by the Annual Town Meeting of the Town of Lexington 4-3-1967 by Art. 83 as Art. XXV of the 1967 Bylaws. Amendments noted where applicable.]**

### § 97-1. Peeping.

*Editor's Note: Original Sec. 1, Curfew, which immediately preceded this section, was deleted 5-3-1982 ATM by Art. 48.* No person, except an officer of the law duly authorized and in the performance of his duties, shall enter upon the premises of another with the intention of peeping into the windows of a house or spying upon in any manner any persons therein.

### § 97-2. Sports and games.

No person shall, without written permit from the Selectmen, engage in any games, exercise or amusement in any street or public place (except public playgrounds) where the same interferes with the safe and convenient use thereof, or where such act disturbs the safety of persons or property, or the peace and quiet of any person.

### § 97-3. Discharge of firearms; hunting and trapping.

A. No person shall fire or discharge any rifle, shotgun, air-rifle or pistol on or across any land within the confines of the Town, but this section shall not prevent the use of such firearms in the lawful defense and protection of one's person or other human being or property, nor shall it apply to veterinarians in the practice of their profession nor in the performance of any duty required or authorized by law, nor to members of the Police Department in carrying out their duties and for target practice by the Police Department and the general public upon ranges duly approved by the Chief of Police, nor to the discharge of blank ammunition if otherwise lawful.

**[Amended 3-24-1969 ATM by Art. 47; 1-11-1971 STM by Art. 5]**

B. No person shall hunt, trap or shoot on Town owned land without permission of the Board of Selectmen.

**[Added 4-8-1998 ATM by Art. 47]**

### § 97-4. Disorderly behavior.

A. No person shall, with purpose to cause public inconvenience, annoyance or alarm or recklessly creating a risk thereof, engage in fighting or threatening, or in violent or tumultuous behavior, or create a hazardous or physically offensive condition by any



act which serves no legitimate purpose of the actor.

**[Amended 5-3-1982 ATM by Art. 48]**

- B. No person shall loiter or continue to sit, lie or stand in any street, public place or public building so as to obstruct or impede the free passage of any other person after being otherwise directed by a police officer or by posted sign. *Editor's Note: Original Secs. 7 and 8, which immediately followed this subsection, were deleted 5-3-1982 ATM by Art. 48.*

**[Amended 5-3-1982 ATM by Art. 48]**

- C. No person shall drink or possess an unsealed container of any alcoholic beverage as defined in Chapter 138, Section 1 of the Massachusetts General Laws while in or upon any street to which the public has a right of access, whether in or upon a vehicle, motor vehicle or on foot without permit of the Board of Selectmen or while in or upon any public place or public building without permit of the Board of Selectmen or while in or upon private parking lots and private ways to which the public has access unless prior consent has been obtained from the owner or authorized person in control thereof. All alcoholic beverages in possession of a person or persons in violation of this by-law shall be seized and safely held until final adjudication of the charge against the person or persons arrested or summoned before the court, at which time they shall be returned to the person or persons entitled to lawful possession.

**[Added 4-5-1976 ATM by Art. 71]**

## § 97-5. Clean indoor air.

**[Added 4-4-1983 ATM by Art. 18]**

A. Definitions.

- (1) As used in this section, "smoking" means the lighting of or the having in one's possession of any lighted cigar, cigarette, pipe or other tobacco product.
- (2) As used in this section "restaurant" means a restaurant with a seating capacity of 50 or more persons. The term "restaurant" does not include company cafeterias.

- B. No person shall smoke in any restaurant except in specifically designated smoking areas. This prohibition does not apply in cases in which an entire room or hall is used for a private social function and seating arrangements are under the control of the sponsor of the function and not of the proprietor or person in charge of the restaurant.

- C. Smoking areas may be designated by proprietors or other persons in charge of restaurants, except in places in which smoking is prohibited by the Fire Marshal or by other law or regulation. Smoking areas designated by proprietors or other persons in charge of restaurants shall comprise no more than 75% of the seating capacity of the restaurant. Where smoking areas are designated, existing physical barriers and ventilation systems shall be used to minimize the toxic effect of smoke on persons in adjacent no-smoking areas. In the case of restaurants consisting of a single room, the provisions of this by-law shall be considered met if one side of the room is reserved and posted as a no-smoking area, provided that the no-smoking area comprises no less than 25% of the seating capacity of the restaurant.

- D. The proprietor or other person in charge of a restaurant shall make reasonable efforts to prevent smoking in the no-smoking areas of the restaurant by:

- (1) Posting appropriate signs;

- (2) Arranging seating to provide a smoke-free area;
  - (3) Asking smokers to refrain from smoking upon request of a customer or employee suffering discomfort from the smoke; or
  - (4) Any other means which may be appropriate.
- E. The Board of Health shall adopt rules and regulations necessary and reasonable to implement the provisions of this section of the by-law.
- F. Nothing in this section shall make lawful smoking in any area in which smoking is or may hereafter be prohibited by law.

## § 97-6. Restriction of smoking in public places and workplaces.

### [Added 4-6-1988 ATM by Art. 50]

- A. Finding and purpose. There exists substantial evidence that tobacco smoke causes cancer, heart disease and various lung disorders. Increasing evidence further demonstrates that the harmful effects of tobacco smoke are not confined to smokers but also cause severe discomfort and in some cases illnesses to non-smokers. Therefore, the purpose of this by-law is the protection and promotion of public health. The successful implementation of this by-law requires a cooperative effort and mutual respect on the part of smokers and non-smokers and employers and employees.
- B. Definitions. For the purpose of this by-law the following definitions shall apply:
- (1) Smoking means the lighting of or having in one's possession any lighted cigar, cigarette, pipe or other tobacco product.
  - (2) Public place means any enclosed area of a structure or portion thereof in the Town when such an area is open to and used by the general public, including but not limited to the following facilities: restaurants, public elevators, retail food outlets, museums, libraries, health care facilities, cafeterias, nursing homes, classrooms, lecture halls, dormitories, theaters, motion picture theaters, restrooms or lavatories, waiting rooms, public areas of banks, and entire rooms or halls in public buildings when used for public meetings. An entire room or hall when used for a private social function shall not be construed as a public place, nor shall any private residence.
  - (3) Workplace means any enclosed area of a structure or portion thereof in the Town in which three or more employees perform services for their employer. The workplace shall include any space or room, under the control of a public or private employer, which employees normally frequent during the course of employment including, but not limited to, work areas, offices, employee lounges and restrooms, conference rooms, and hallways.
  - (4) Designated smoking area means the area of a public place or workplace designated by persons having control of the premises in which smoking is permitted. Such areas shall be designated so as to minimize exposure of nonsmoking employees and the general public to smoking by-products.
- C. Restriction of smoking in public places and workplaces.
- (1) It shall be unlawful for any person to smoke in any public place except in restaurants, to the extent permitted under § 97-5 of this chapter and under regulations adopted by the Board of Health. *Editor's Note: See Ch. 155, Art. III, Smoking*

and Tobacco Products.

- (2) It shall be unlawful for any person to smoke in any workplace except in specifically designated smoking areas as described in Subsection C(4).
  - (3) Each person having control of a public place may designate enclosed areas in which smoking is permitted provided that smoking in such designated areas will allow the non-smoking public to remain relatively free from exposure to smoke.
  - (4) Each employer may specifically designate enclosed areas in which employees may smoke provided that smoking in such designated areas will allow non-smoking employees and the public to remain relatively free from exposure to smoke.
  - (5) Each person having control of premises upon which smoking is prohibited by this by-law, or his or her agent or designee, shall conspicuously display upon the premises an appropriate number of signs reading "Smoking Prohibited by Law."
  - (6) It shall be unlawful for any person having control of any premises upon which smoking is prohibited by this by-law to knowingly permit, or for his or her agent to knowingly permit, a violation of this by-law.
- D. Enforcement. Any person having control of premises upon which smoking is prohibited by this by-law shall be held to have knowingly permitted a violation if on at least three separate occasions one or more people are observed smoking upon said premises, other than in designated smoking areas.
- E. Restaurants. Restriction of smoking in Lexington restaurants is covered by § 97-5 of this chapter and by health regulations:
- F. Penalties.
- (1) Any person having control of a public place or workplace who fails to comply with these by-laws shall be subject to:
    - (a) A fine of up to \$200 for each day of noncompliance; and
    - (b) Suspension of any license issued by the Town of Lexington for any such public place for a period of up to two days for each day of non-compliance.
  - (2) Any person who smokes in violation of this by-law shall be subject to a fine of not less than \$25 nor more than \$50 for each offense.
- G. Posting. Posting of the international symbol for "No Smoking" shall be deemed as compliance with Subsection C(5) of this by-law.
- H. Severability. If any provision of this by-law is declared invalid, the other provisions thereof shall not be affected.
- I. Other applicable laws. This by-law shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable health, safety or fire codes, regulations or statutes.

## § 97-7. Access to tobacco by minors.

### [Added 5-3-1993 ATM by Art. 34]

- A. Sales to minors. In conformance with Massachusetts General Laws Chapter 270, Section 6, whoever sells a cigarette, chewing tobacco, snuff, or any tobacco in any of its forms to any person under the age of 18 or, not being his parent or guardian, gives a cigarette, chewing tobacco, snuff, or tobacco in any of its forms to any person under the age of 18, shall be punished by a fine of not less than \$100 for the first offense, not less than \$200 for the second offense and not less than \$300 for any third or

21.

subsequent offense.

- B. Posting state law. In conformance with Massachusetts General Laws, Chapter 270, Section 7, a copy of Massachusetts General Laws Chapter 270, Section 6 shall be posted conspicuously by the owner or other person in charge thereof in the shop or other place used to sell cigarettes at retail. The notice to be posted shall be that notice provided by the Massachusetts Department of Public Health. Such notice shall be at least 48 square inches and shall be posted at the cash register which receives the greatest volume of single cigarette package sales in such a manner so that it may be readily seen by a person standing at or approaching the cash register. Such notice shall directly face the purchaser and shall not be obstructed from view or placed at a height of less than four feet or greater than nine feet from the floor. For all other cash registers that sell cigarettes, a notice shall be attached which is no smaller than nine square inches, which is the size of the sign provided by the Massachusetts Department of Public Health. Such notice must be posted in a manner so that it may be readily seen by a person standing at or approaching the cash register. Such notice shall directly face the purchaser and shall not be obstructed from view or placed at a height of less than four feet or more than nine feet from the floor. The Board of Health or its enforcement officers shall enforce this provision of the by-law. Whoever violates this provision shall be punished by a fine of not more than \$50. Any person unlawfully removing such copy as posted while said premises are used for the sale of cigarettes shall be punished by a fine of \$10.

**[Amended 4-9-2001 ATM by Art. 29]**

- C. Freestanding displays prohibited. Freestanding displays of tobacco products, from which individual packages may be selected by the customer, must be located on or over the check-out counter in full view of a person designated to supervise the purchase of tobacco products from the display.
- D. Sales personnel. No person or entity selling tobacco products shall allow anyone to sell cigarettes or other tobacco products until such employee reads the Town by-law and state laws regarding sale of tobacco and signs a sworn statement, a copy of which will be placed on file in the office of the Board of Health, that (s)he understands and will uphold the regulations.
- E. Free distribution/sampling. No person or entity shall, except at full retail price, in or upon any part of the streets, parks, public grounds, public buildings, or other public places within the Town of Lexington distribute any products containing tobacco for any promotional or other commercial purpose.
- F. Reduced pricing. No free or nominal cost tobacco products shall be distributed or sold within the Town of Lexington. No person shall distribute any coupons or vouchers redeemable for tobacco or tobacco products for free or at a nominal cost within the Town of Lexington. Such restrictions shall not apply to coupons in magazines, newspapers, other periodicals, or affixed to packaging.
- G. Vending machines. No person shall install or maintain a vending machine to distribute or sell tobacco products unless the vending machine is located within 10 feet and in plain view of the regular location of a person designated to supervise the purchase of tobacco products at the vending machine. No sales of tobacco products are permitted from a vending machine which also offers for sale any nontobacco product.

- H. Packaging. Sale or distribution of tobacco products in any form other than an original factory-wrapped package is prohibited.
- I. Penalties. Any person or entity who fails to comply with Subsections C, D, E, F, G and H of this section shall be punished by a fine or not less than \$100 nor more than \$200.
- J. Severability. If any provision of this by-law is declared invalid, the other provisions shall not be affected thereby but shall continue in full force and effect.

## **"Clean Indoor Air" (97-5).**

The current smoke-free workplace law (MGL Ch. 270 §22) addresses many of the concerns of this bylaw. Here are the recommendations per section:

**A:** Replace the existing "smoking" definition with "*Smoking: The inhalation of the smoke, vapor, aerosol or mist of a pipe, cigar, cigarette, tobacco product, e-cigarette, combustible or non-combustible, by the consumer, regardless of product content*".

Remove A(2), the definition for "restaurant" as it is defined in state law.

**B:** Delete. Now addressed by the current smoke-free workplace law (MGL Ch.270 §22).

**C:** Delete. Now addressed by the current smoke-free workplace law (MGL Ch.270 §22).

**D:** Delete as Section E. currently permits Board of Health to implement.

**E:** Add as first sentence before existing one: "*Smoking is hereby prohibited in accordance with M.G.L. Ch. 270, §22 (commonly known as the "Smoke-free Workplace Law) and under regulations adopted by the Board of Health*".

**F:** No change.

## **"Restriction of smoking in public places and workplaces" (97-6).**

Recommendations per section:

A. No change.

B. Replace (1) with the "smoking". *"Smoking: The inhalation of the smoke, vapor, aerosol or mist of a pipe, cigar, cigarette, tobacco product, e-cigarette, combustible or non-combustible, by the consumer, regardless of product content"*.

B. Replace (2) with "public place". *Public Place: An enclosed, indoor area when open to and used by the general public, including but not limited to the following facilities: atriums; auditoriums; automatic teller machines; automobile repair and maintenance establishments; bar, lounge; common areas of apartment buildings containing four or more dwelling units including stairwells, halls, entranceways, mailrooms, laundry facilities and storage areas; gasoline stations; licensed childcare locations including childcare homes; educational facilities; elevators accessible to the public; clinics, hospitals, rest homes and nursing homes; retirement homes; health care providers; game arcades; hair cutting and cosmetology establishments; inns, hotel and motel lobbies, stairwells, halls, entranceways and public restrooms; free standing kiosks; laundromats; libraries; mobile food units; municipal buildings; museums; polling places; schools; school buses; service lines; retail stores; retail food outlets; indoor sports arenas; theaters; public transit facilities; and any clubs, rooms or halls when used for public meetings.*

B. Replace (3), the "workplace" definition. *"Workplace: Workplace means an indoor area, structure or facility or a portion thereof, at which 1 or more employees perform a service for compensation for the employer, other enclosed spaces rented to or otherwise used by the public; and where the employer has the right or authority to exercise control over the space.*

B. Delete subsection (4) as it is now addressed by the current smoke-free workplace law (MGL Ch.270 §22).

C. Replace subsection (1) with: *"Smoking is hereby prohibited in accordance with M.G.L. Ch. 270, §22 (commonly known as the "Smoke-free Workplace Law) and under regulations adopted by the Board of Health"*.

C. Delete subsections (2), (3) and (4). Now addressed by the current smoke-free workplace law (MGL Ch.270 §22).

C. Subsections (5) - No Change

C. Subsections (6) - Remove the term "knowingly twice" as it is not a condition in the state law and it is now addressed by the current smoke-free workplace law (MGL Ch.270 §22).

**D.** Change this section to repeat the recommended wording in 97-5(E). : 97-6 (D) should state that *“The Board of Health shall adopt rules and regulations necessary and reasonable to implement the provisions of this section of the by-law”*.

**E.** Delete. Now addressed by the current smoke-free workplace law (MGL Ch.270 §22).

**F.** Replace existing language with the following;

Penalties.

*An owner, manager, or other person in control of a building, vehicle or vessel who violates this section, in a manner other than by smoking in a place where smoking is prohibited, shall be punished by a fine of:*

*a. \$100 for the first violation;*

*b. \$200 for a second violation occurring within two (2) years of the date of the first offense; and c. \$300 for a third or subsequent violation occurring within two (2) years of the second violation.*

*d. Each calendar day on which a violation occurs shall be considered a separate offense.*

*e. An individual or person who violates this section by smoking in a place where smoking is prohibited shall be subject to a civil penalty of \$100 for each violation.*

**G:** Delete. Now addressed by the current smoke-free workplace law (MGL Ch.270 §22).

**H:** No Change.

**I:** No Change.



**“Access to Tobacco by Minors”, (97-7).**

Recommend changing title to “*Youth Access to Tobacco*”

Recommendations per section:

A. Replace with 97-7(A) with “*No person shall sell tobacco products or permit tobacco products as defined herein to be sold to a person under the minimum legal sales age or, not being a parent or legal guardian, give, exchange, barter, trade, or otherwise distribute and/or furnish tobacco products as defined herein to a person under the minimum legal sales age. The board of health shall adopt rules, regulations and definitions regarding tobacco sales and the Minimum Legal Sales Age.*”

(A)*No person or retailer may sell tobacco products to any person under the age of twenty-one (21). Each retailer shall verify by means of a government issued photographic identification containing bearer's date of birth that no person purchasing the product is a of the minimum legal sales age. No such verification is required for any person under the age of twenty-seven (27). All retail sales of tobacco must be face-to-face between the seller and the buyer and occur at the permitted location. Anyone who sells tobacco products to a minor, the store owner or manager and staff known to be in the immediate area of the sale at the time of the sale, shall attend a training session on tobacco product sales. In conformance with Massachusetts General Laws Chapter 270, Section 6, whoever sells tobacco products to a minor, shall be punished by a fine of one hundred dollars (\$100.00) for the first offense, two hundred dollars (\$200.00) for the second offense, and three hundred (\$300.00) for any third or subsequent offense within three calendar years”.*

B. Delete

C. Replace language with "Self-Service Display" as follows: “*Self-Service Displays.* *Self-service displays of tobacco products, from which individual packages may be selected by the customer, are prohibited. Tobacco products must be located on, over, or behind the checkout counter and must only be obtained by the sales clerk”.*

D. Replace language with "Sales Personnel" as follows: “*Sales Personnel.* *No person or entity selling tobacco products shall allow anyone to sell cigarettes and other tobacco products until such employee reads the Town Bylaws, Board of Health regulations and state laws regarding the sale of tobacco products and signs a sworn statement, a copy of which will be placed on file in the office of the Board of Health, that (s)he has read and will uphold the regulations”.*

E. Replace language with "Free Distribution/Sampling" as follows: “*No person shall distribute, or cause to be distributed, any free samples of tobacco products as defined herein. No means, instruments or devices that allow for the redemption of all tobacco*

*products or nicotine delivery products for free or cigarettes at a price below the minimum retail price determined by the Massachusetts Department of Revenue shall be accepted by any permit holder”.*

**F.** Delete.

(G) **G.** Replace "Vending machine" as follows: *“Vending Machines. No person shall install or maintain a vending machine to distribute or sell tobacco products within the Town of Lexington.*

**H.** No Change.

**I.** Replace the penalty section to use what is widely used statewide for both fining and permit suspensions, *“Penalties shall be determined by the Board of Health. It shall be the responsibility of the establishment, permit holder and/or his or her business agent to ensure compliance with all sections with all sections of this bylaw. The violator shall receive:*

- a. In the case of a first violation, a fine of one hundred dollars (\$100.00).*
- b. In the case of a second violation within a twenty-four (24) months of the date of the current violation, a fine of two hundred dollars (\$200.00) and the Tobacco Product Sales Permit shall be suspended for seven (7) consecutive business days.*
- c. In the case of three or more violations within a twenty-four (24) month period, a fine of three hundred dollars (\$300.00) and the Tobacco Product Sales Permit shall be suspended for thirty (30) consecutive business days.*
- d. In the case of further violations or repeated, egregious violations within a twenty-four (24) month period, the Board of Health may revoke a Tobacco Product Sales Permit”*

**J.** No Change.

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:**

November 17, 2014

**STAFF:**

William Hadley, Public Works Director  
John Livsey, Town Engineer

**ITEM NUMBER:**

I.3

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**SUBJECT:**

Update on the Cary Memorial Building and Community Center Sidewalks

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**EXECUTIVE SUMMARY:**

Community Center sidewalk - Two options for the ADA compliant sidewalks will be presented by Bill and John. Cost estimates are not available at this time.

Town office building complex - Two sidewalk estimates will be presented by Bill and John. One will demonstrate the sidewalk being constructed as all wire-cut brick. The other option will be presented as a concrete sidewalk with brick edging.

---

**FINANCIAL IMPACT:**

Community Center sidewalk – These concepts are preliminary and detailed cost estimates have not yet been developed.

Town office building complex – Pricing will be discussed during the presentation. Preliminary estimates range from \$131,000 to \$215,000.

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**RECOMMENDATION / SUGGESTED MOTION:**

Motion to approve using (all wire cut bricks) (concrete with brick edging) to construct the Cary Memorial Building complex sidewalks.

---

**STAFF FOLLOW-UP:**

Department of Public Works



Proposed  
18" Brick Band (TYP.)

ISAAC HARRIS CARY  
MEMORIAL BUILDING

N.P. 104M OF 1/4 AC. ...  
#1375-1075 MASSACHUSETTS AVENUE  
MAP/PARCELS 48/183

LEXINGTON  
DEPART

COST ESTIMATE  
EXCLUDE THIS  
AREA.

Proposed  
light Pole

Proposed  
light Pole

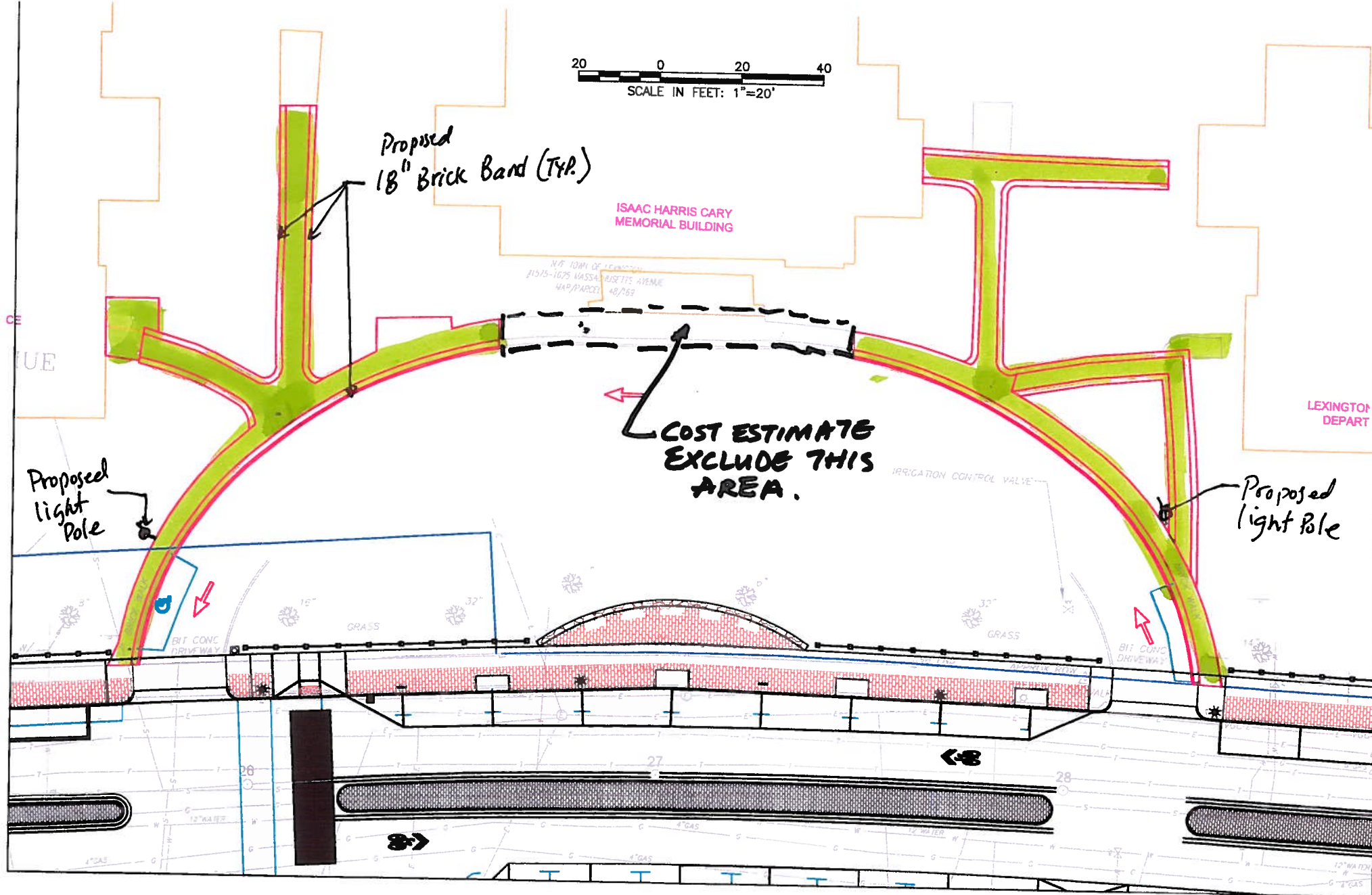
IRRIGATION CONTROL VALVE

BIT CONC  
DRIVEWAY

BIT CONC  
DRIVEWAY

GRASS

GRASS





November 13, 2014

Mr. John Livsey  
Town Engineer  
Town of Lexington  
201 Bedford Street  
Lexington, MA 02420

Re: **Construction Cost Estimate: Cary Hall Sidewalk/Walkway**

Dear Mr. Livsey:

As requested, BETA Group, Inc. (BETA) has developed a construction cost estimate for the Cary Hall sidewalk and walkway area based on the Nov 5, 2014 site meeting. The cost estimate includes the sidewalk and walkway highlighted in green as show on the attached schematic plan. For planning purposes, we have developed two construction cost estimates. Option 1 assumes a cement concrete sidewalk with brick band and Option 2 assumes an all brick sidewalk and walkway.

Option 1 : Cement Concrete Sidewalk/Walkway with brick band

18" Brick band in sidewalk (1300 sf) = \$32,500  
4" Concrete base for brick (1300 sf) = \$11,000  
4'-6' wide Cement Concrete Sidewalk (2900 sf) = \$29,000  
Assume new granite curbs are required =\$12,000  
Subtotal cost = \$84,500k

Lighting Cost  
2 lights & Conduit            =\$20,000

Total Cost =\$104,500

Option 1 total cost with 25% contingency =\$104,500 + 26,125 =\$130,625 **say \$131,000**



**Cary Hall Sidewalk/Walkway Construction Cost Estimate**

November 13, 2014

Page 2 of 2

Option 2: All Brick Sidewalk and Walkway

Sidewalk and walkway (4200 sf) = \$105,000

4" Concrete Base (4200sf) = \$35,000

Assume new granite curbs are required = \$12,000

Subtotal cost = \$152,000

Lighting Cost

2 lights & Conduit = \$20,000

Total Cost = \$172,000

Option 2 total cost with 25% contingency = \$172,000 + 43,000 = \$215,000 **say \$215,000**

If we can be of any further assistance regarding this matter, please contact us at our office.

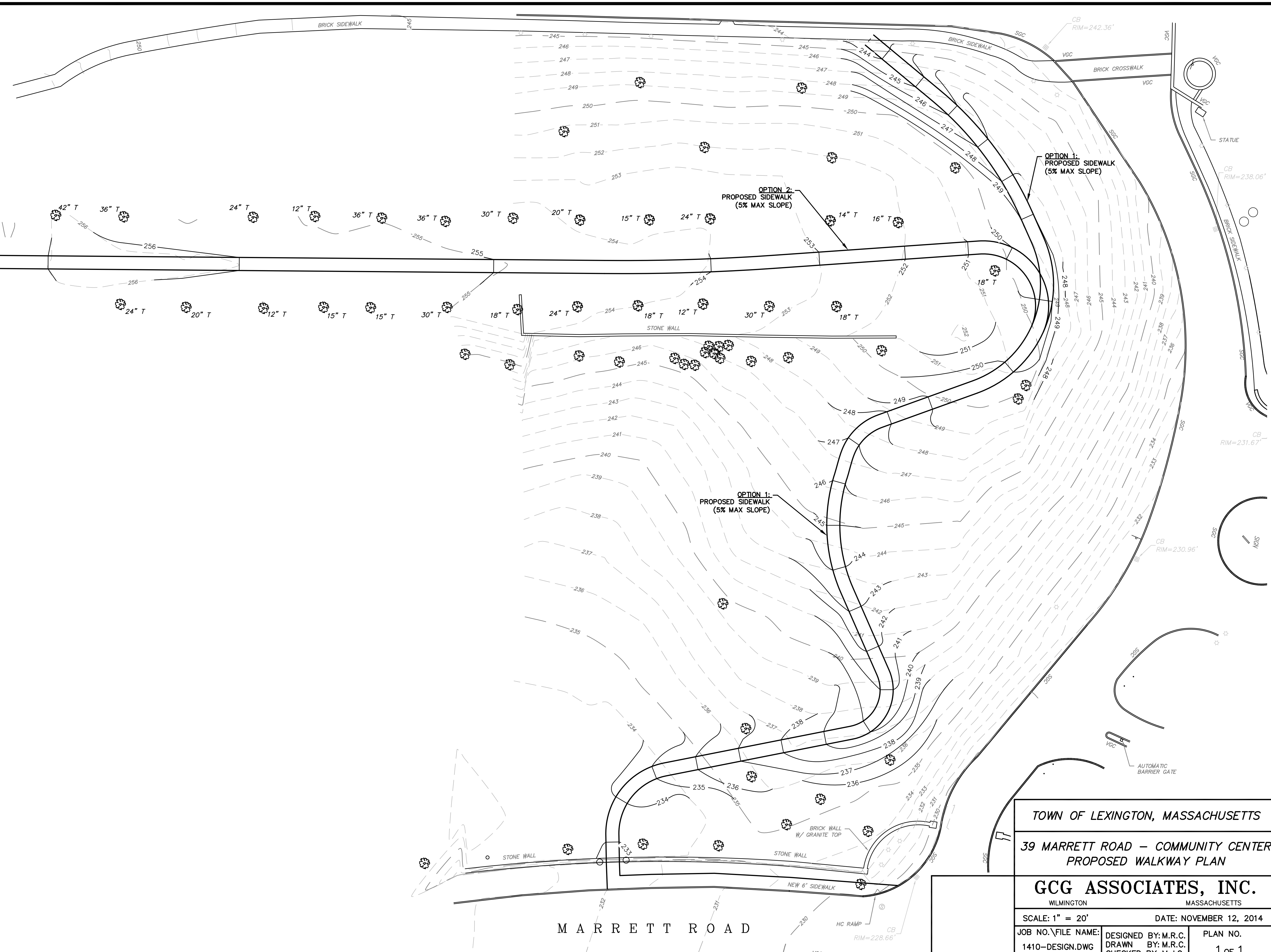
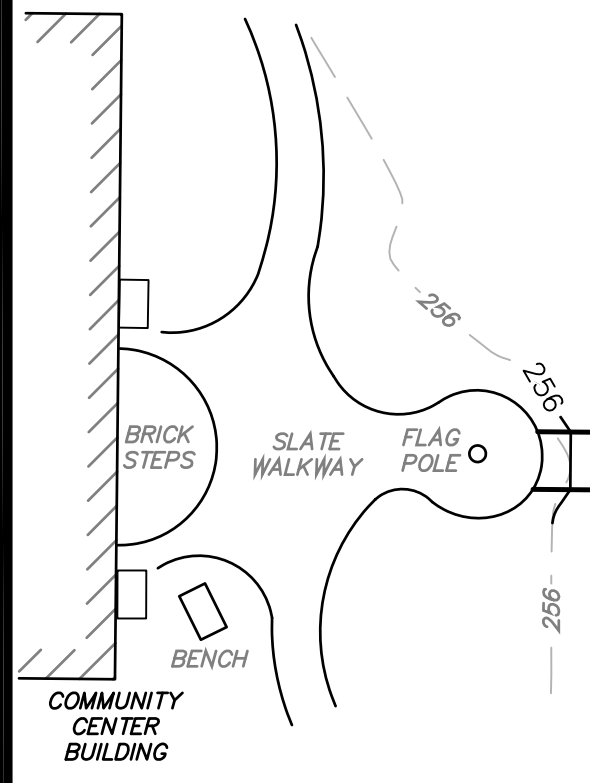
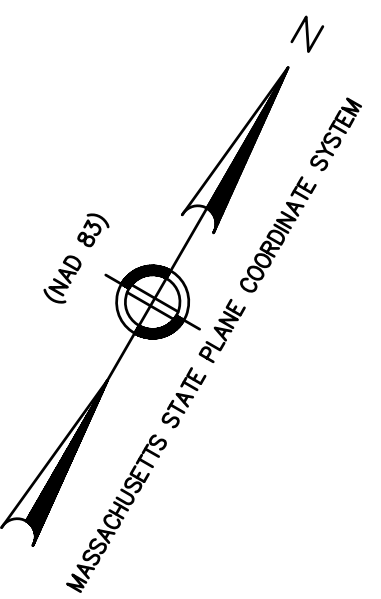
Very truly yours,  
BETA Group, Inc.



Kien Y. Ho, PE, PTOE  
Vice President

Cc: Bill Hadley, Director Lexington Public Works





MARRETT ROAD

TOWN OF LEXINGTON, MASSACHUSETTS  
 39 MARRETT ROAD - COMMUNITY CENTER  
 PROPOSED WALKWAY PLAN

**GCG ASSOCIATES, INC.**  
 WILMINGTON MASSACHUSETTS

SCALE: 1" = 20' DATE: NOVEMBER 12, 2014

JOB NO. \ FILE NAME: 1410-DESIGN.DWG	DESIGNED BY: M.R.C. DRAWN BY: M.R.C. CHECKED BY: M.J.C.	PLAN NO. 1 OF 1
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# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:** 11/17/14

**STAFF:** Lynne Pease

**ITEM NUMBER:** I.4

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**SUBJECT:**

Solar Task Force Discussion on Hartwell

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**EXECUTIVE SUMMARY:**

Dan Voss and Mark Sandeen will provide background information on preferred site areas. They will return to you at your December 1 meeting to ask for a vote to select the proposed solar site and issue a letter of intent to allow interconnection application submission. Letter of intent does not bind the Town to proceeding with this project.

**FINANCIAL IMPACT:**

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**RECOMMENDATION / SUGGESTED MOTION:**

**STAFF FOLLOW-UP:**

Selectmen's Office





***Solar Task Force Update  
Board of Selectmen Review***

November 17, 2014

# ***Brief Rooftop Solar Update***



- Lexington High School is the final building to be completed – construction is progressing.
- On track to “flick the switch” on 1.1 MW of rooftop Solar in Dec – DPF is working on a ribbon cutting.
- Expected net benefit for 2015 has increased by \$70K, or 45% because of the effect of recent NSTAR rate increases.



# *The Hartwell Project – Solid Progress*

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- ✓ Sep 2013 – Selectmen approve Vendor selection.
  
- ✓ Oct 2013 – Working group established
  - DPW; LPD; Taskforce; Finance; Legal; Vendor
  - Kick off meeting held with key stakeholders
  - MOU comments received and with counsel
  - Key Site uses (present and future) defined
  - “Base Case” design developed and priced
  - Site operations consultant engaged by BF/SC
  
- **Today – Provide an update to the Board of Selectmen on taskforce analysis, and request approval to bring forth a proposal on Dec 1 for a specific site at the Hartwell facility to enable continued project assessment.**



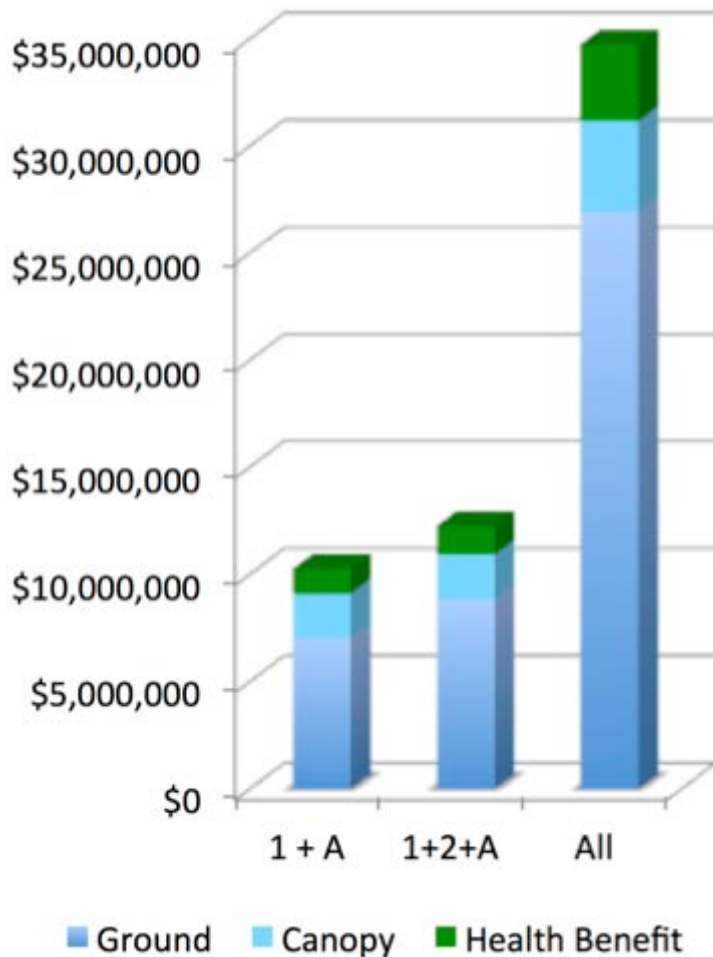
# *Hartwell Solar Summary*

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- System Description
  - Minimum Size 1.0 MW Ground with 0.5 MW Canopy
  - Maximum Size 3.7 MW Ground with 1.0 MW Canopies
- Economics
  - Solar Gross Revenue ranges from \$5.7 million to \$37 million
  - Net Revenue impact under analysis
- Development Status
  - MOU execution
  - Firm Pricing and Site Assignment (LOI)
  - Engineering studies
  - Final Scope / Price and PPA negotiation
  - Finance / Legal / DPW Review and Sign off



# Solar – Gross Benefit



# Site Availability Assessment

## Current Users:

- DPW
- LPD
- MMHP/NERAC

## Proposed Additional Use:

- + Ground/Canopy Solar
- + Regional Firing Range

## Assessment:

- Maintain essential town services
- Assess both Solar and New Firing Range footprint
- Value any impacts on non-essential operations

### Legend:

Class 1 Operation (red): Essential - Maintain in place

Class 2 Operation (pink): Essential - relocation or optimization possible. All roads are Class 2 operation.

Class 3 Operation (green): Optional - relocation, scaling, or

### Legend:

Class 1 Operation (red): Essential – Maintain in Place (2 Acres)

Class 2 Operation (pink): Essential – relocation or optimization possible – incl. all roads. (7 Acres)

Class 3 Operation (green): Optional – relocation, scaling or elimination on economic basis (11.5 Acres)



# Site Analysis



# ***Tight Schedule – December Decision is Critical***

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- **Nov - Assess operational impact of Solar + Range.**
  - **Assess contractual obligations.**
  - **Calculate net value to the town.**
- **Key Decision: Dec 1 – Request Board of Selectmen consider proposed solar site and issue LOI to allow Interconnection Application submission.**
- **Key Action: Dec 15 - Interconnection Application Submitted.**
- **Dec – Feb: EMSA Negotiated.**
- **Dec – April: Engineering studies and permitting.**
- **Key Milestone: April 2015 – NSTAR permit received.**
- **Dec 2015: - Construction & Commissioning complete.**





# Conclusion

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- Hartwell project is moving forward strongly.
- Critical path rests with Development Site Selection / Letter of Intent.
  - Allows vendor to move forward with critical permit application.
  - Does not financially commit the town.
- Taskforce requests permission to present proposed site assignment to Board of Selectmen on 1 Dec and at that time confirm the Town Managers authority to enter a Letter of Intent with vendor.

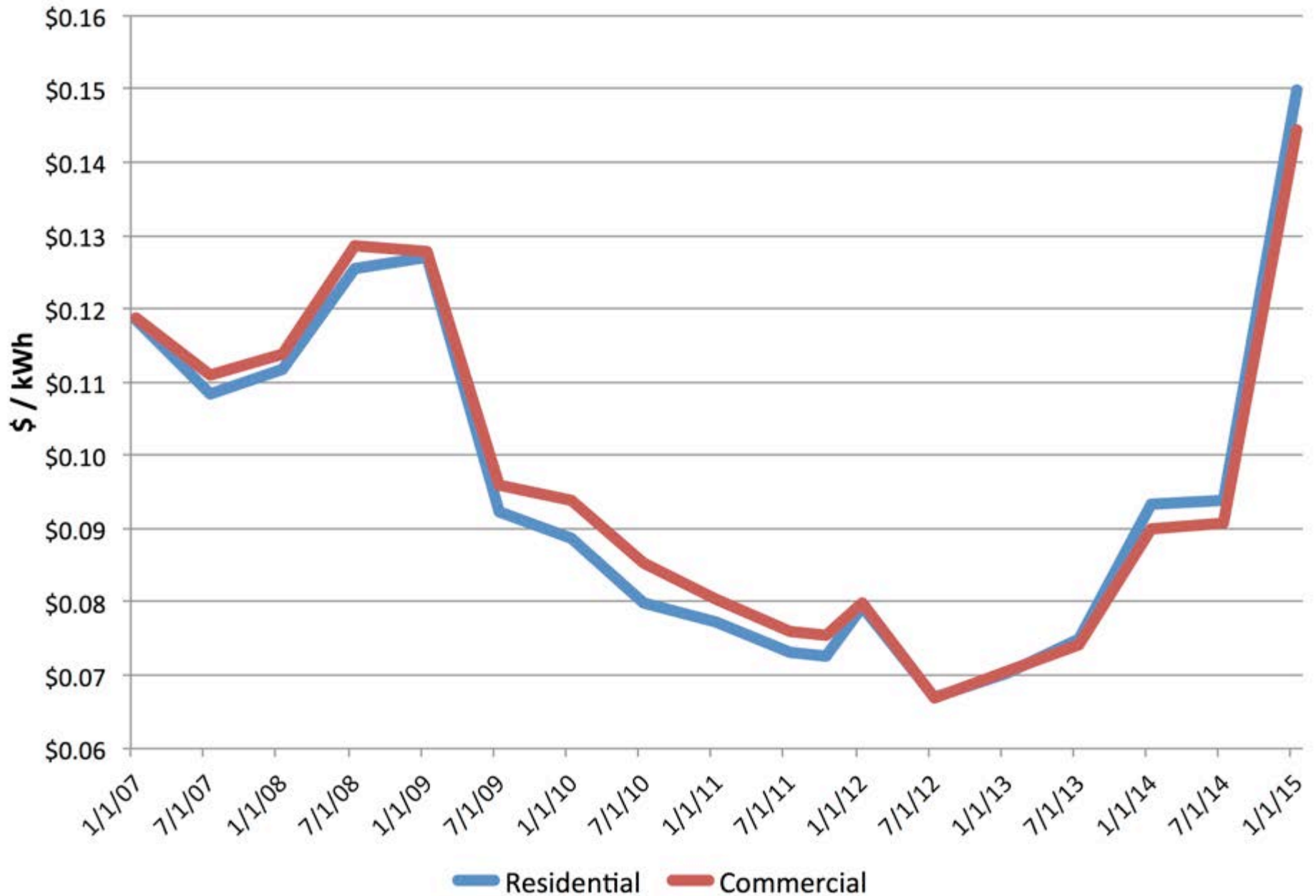


# ***Backup Slides***

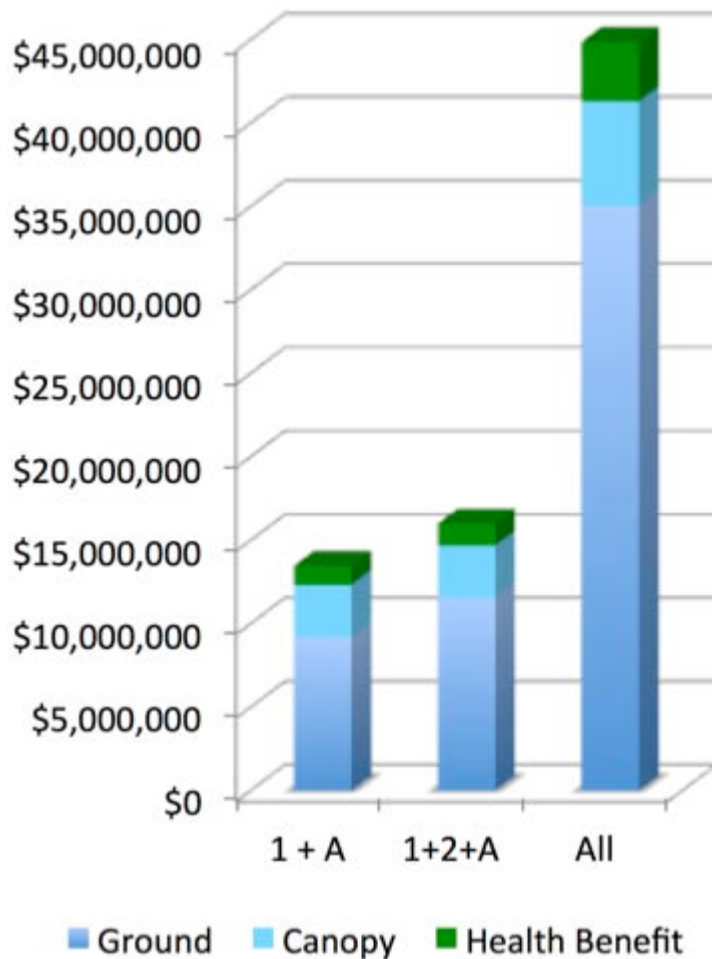
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# NSTAR Electricity Generation Rates

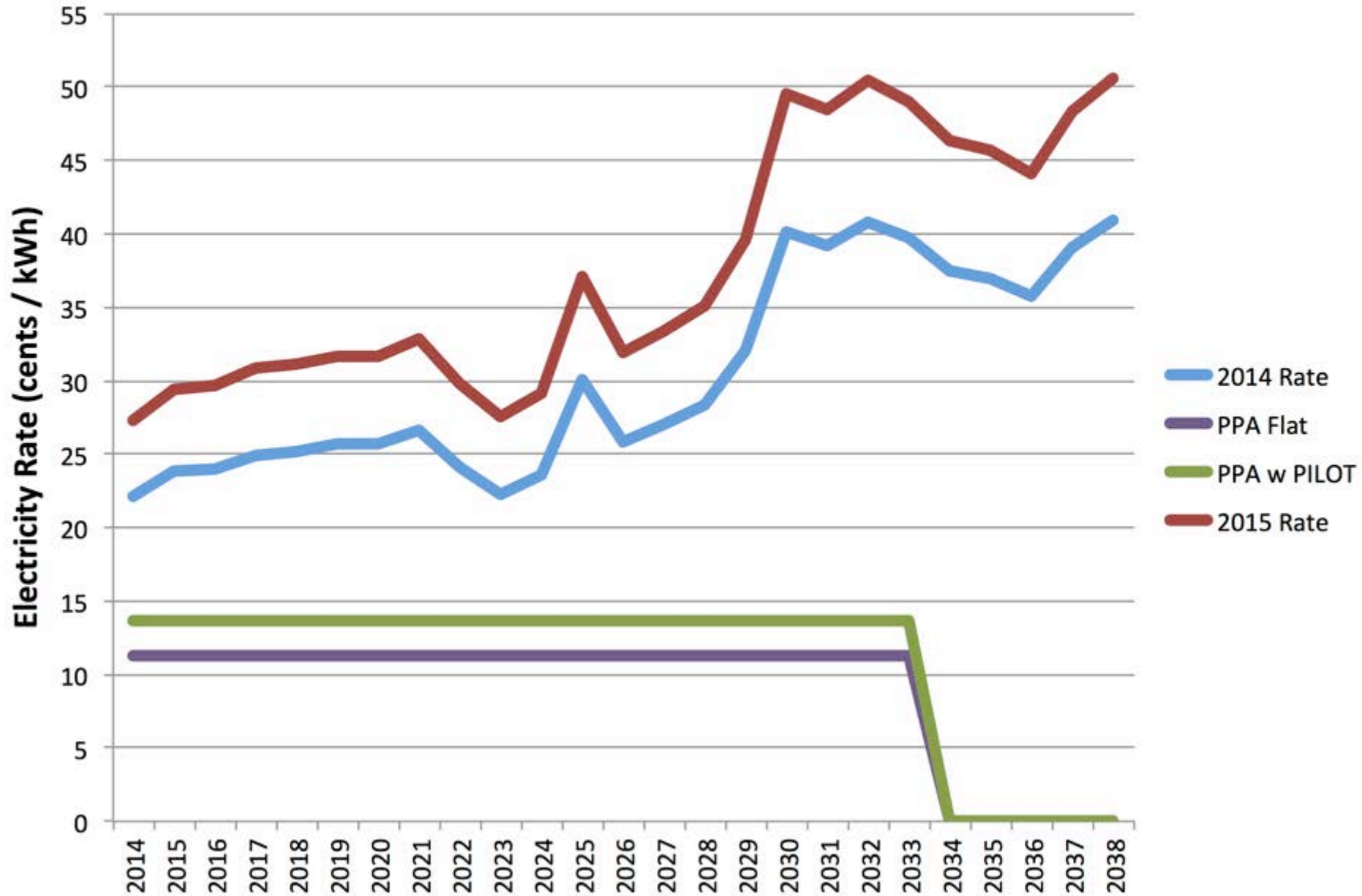


# Solar – Gross Benefit (2015 Rates)



# Solar Rate vs Net Meter Projection

(based on historical trends)



# ***Net Meter Credits***

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- Electricity (kWh) x Rate (\$/kWh) = NMC (\$)
  - Retail rate based host's rate class
  - 100,000 kWh x \$0.27 / kWh = \$27,000 credit
- Host can allocate credits to different accounts
- Generation in one location can offset electricity costs in other locations
- No limit to number of accounts that can receive credits



# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:**

November 17, 2014

**STAFF:**

Bd. of Assessors: Greg Johnson, Ed Grant and Cas Groblewski

**ITEM NUMBER:**

I.5

Rob Lent, Assessor, Rob Addelson, Asst. TM for Finance

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**SUBJECT:** FY15 Tax Rate Classification Hearing

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**EXECUTIVE SUMMARY:** The purpose of this agenda item is to present information to the Selectmen on factors that will affect the determination of the Fiscal Year 2015 tax rate. A tax classification hearing is scheduled for the Selectmen's meeting of December 1, 2014 in anticipation of setting a tax rate at its meeting of December 4, 2014. At the meeting of December 4th, the Board must take four votes:

- 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 20 percent);
- Determine whether to adopt the Small Commercial Exemption

Please note that the tax rates in Exhibit A are based on a tax levy equal to the FY15 maximum allowable levy under Proposition 2 ½, which includes an estimated \$2,870,000 in new growth that will be submitted to the Department of Revenue for certification and debt service on exempt debt net of \$950,000 voted at the 2014 annual town meeting to mitigate the debt service impacts of the Bridge/Bowman and Estabrook school projects.

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**FINANCIAL IMPACT:**

NA

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**RECOMMENDATION / SUGGESTED MOTION:**

No motion required.

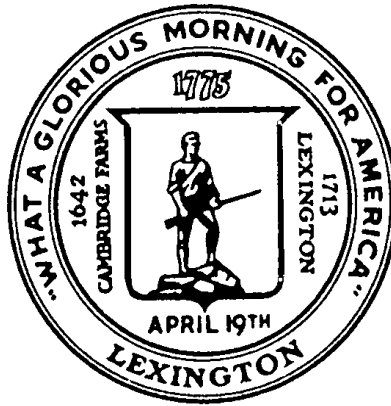
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**STAFF FOLLOW-UP:**

Finance.

# Town of Lexington Fiscal Year 2015

## Tax Classification Packet



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

Chairman, Gregory A. Johnson  
Member, Edmund C. Grant  
Member, Cas Groblewski

Robert F. Lent, Director of Assessing

Classification Presentation  
November 17, 2014



# MEMO

**To: Lexington Board of Selectmen**  
**From: Lexington Board of Assessors**  
**Subject: FY2015 Tax Classification Process**  
**Date: November 17, 2014**

On December 1, 2014, the Board of Selectmen will conduct a public hearing on the tax classification options available under Massachusetts General Laws. Massachusetts General Laws requires the Board of Selectmen to consider four selections with respect to the setting the FY2015 tax rate. The decision of the Board for each alternative must be submitted to the DOR on form LA5. The four (4) selections are:

1. Selection of a residential factor
2. Selection of a discount for Open Space
3. A residential exemption
4. A small commercial exemption

These selections are discussed below.

## **1. Selection of a residential factor.**

The Board of Selectmen may adopt a residential factor, thus increasing the commercial, industrial, and personal property (C-I-P) tax rate by a maximum factor of 1.750. The attached Exhibits A & B demonstrate the shift that the various C-I-P factors have on the percentage of the tax levy borne by each class and the resulting tax rates. 110 of the 351 communities in Massachusetts adopted this component of classification in fiscal year 2014.

## **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."

A maximum exemption of 25% may be adopted for all property that is classified as Open Space. The Assessors have not identified any property that meets the definition of Open Space according to the statute. As of FY2013, Bedford was the only community in the Commonwealth of MA to adopt this exemption.

## **3. Residential exemption.**

The Board of Selectmen may adopt a maximum residential exemption of 20%. This exemption applies only to owner-occupied properties. Those below the break-even point realize a reduction in taxes and those above pay additional taxes. Non owner-occupied properties would have a substantial increase in taxes including apartments and vacant land. Refer to the example in Exhibit H in this classification packet.

**Board of Selectmen  
Tax Classification Process  
November 17, 2014**

Thirteen (13) communities in the Commonwealth of MA, typically those with a substantial base of rental units, adopted this exemption in FY2014 including Barnstable, Boston, Brookline, Cambridge, Chelsea, Everett, Malden, Nantucket, Somerset, Somerville, Tisbury, Waltham and Watertown.

In Lexington in FY2015, Single Family Dwellings have an average assessed value of about \$821,000 (rounded); however, the average assessed value for all “residential parcels” in Lexington (including the following categories: single family dwellings, two & three family buildings, vacant land, condominiums, and apartment buildings is (rounded):

**\$762,000**

**4. Small commercial exemption**

An exemption of up to 10% of the property valuation can 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 1, must have had no more than ten (10) employees during the previous calendar year and the building must have a valuation of less than \$1,000,000. While the eligible business owners do not have to own the building, all occupants of the commercial portion of the building must qualify.

Ten (10) Commonwealth of MA communities adopted the small commercial exemption in FY2014 including Auburn, Avon, Bellingham, Braintree, Dartmouth, New Ashford, Seekonk, Somerset, Westford, and Wrentham.

**EXHIBIT A: ALTERNATIVE TAX RATE SCENARIOS FOR FY2015**

FY2014-FY2015 Change in Levy Limit and Values				Factors Affecting Determination of FY2015 Levy Limit		
	FY2014	FY2015	% CHANGE			
Maximum Allowable Levy Limit	\$148,771,313	\$155,683,082	4.65%	FY2014 Maximum Allowable Levy Limit	\$148,771,313	N/A
Tax Levy (FY13 actual, and FY14 levy limit)	\$148,770,138	\$155,683,082	4.65%	Amended FY13 New Growth	\$0	0.00%
Residential Valuation	\$7,411,620,000	\$8,201,523,230	10.66%	Proposition 2 1/2 increment	\$3,546,091	2.38%
Comm + Indl + PP Valuation	\$1,143,975,350	\$1,161,973,860	1.57%	New Growth Increment	\$2,870,000	1.93%
Total Valuation	\$8,555,595,350	\$9,363,497,090	9.44%	Override	\$0	0.00%
Residential Tax Rate	\$15.51	T.B.D.	T.B.D.	Debt Exclusion Increment	495,678	0.33%
Comm/Indl/PP Tax Rate	\$29.56	T.B.D.	T.B.D.	FY2014 Maximum Allowable Levy Limit	\$155,683,082	4.65%

FACTOR		% SHARE OF LEVY		TAX LEVY		TAX RATE		% LEVY CHNG: FY13 TO FY14		COMMENTS
C-I-P	RESID	C-I-P	RES	C-I-P	RESID	C-I-P	RESID	C-I-P	RESID	
1.000	1.000	12.41%	87.59%	\$ 19,319,670	\$ 136,363,412	\$16.63	\$16.63	-42.87%	18.62%	SINGLE TAX RATE
1.050	0.993	13.03%	86.97%	\$ 20,285,653	\$ 135,397,429	\$17.46	\$16.51	-40.01%	17.78%	
1.100	0.986	13.65%	86.35%	\$ 21,251,637	\$ 134,431,445	\$18.29	\$16.39	-37.15%	16.94%	
1.150	0.979	14.27%	85.73%	\$ 22,217,620	\$ 133,465,462	\$19.12	\$16.27	-34.30%	16.10%	
1.200	0.972	14.89%	85.11%	\$ 23,183,604	\$ 132,499,478	\$19.95	\$16.16	-31.44%	15.26%	
1.250	0.965	15.51%	84.49%	\$ 24,149,587	\$ 131,533,495	\$20.78	\$16.04	-28.59%	14.42%	
1.300	0.957	16.13%	83.87%	\$ 25,115,571	\$ 130,567,511	\$21.61	\$15.92	-25.73%	13.58%	
1.350	0.950	16.75%	83.25%	\$ 26,081,554	\$ 129,601,528	\$22.45	\$15.80	-22.87%	12.74%	
1.400	0.943	17.37%	82.63%	\$ 27,047,538	\$ 128,635,544	\$23.28	\$15.68	-20.02%	11.90%	
1.450	0.936	17.99%	82.01%	\$ 28,013,521	\$ 127,669,561	\$24.11	\$15.57	-17.16%	11.06%	
1.500	0.929	18.61%	81.39%	\$ 28,979,505	\$ 126,703,577	\$24.94	\$15.45	-14.30%	10.22%	
1.550	0.922	19.23%	80.77%	\$ 29,945,488	\$ 125,737,594	\$25.77	\$15.33	-11.45%	9.38%	
1.560	0.921	19.36%	80.64%	\$ 30,138,685	\$ 125,544,397	\$25.94	\$15.31	-10.87%	9.21%	
1.570	0.919	19.48%	80.52%	\$ 30,331,882	\$ 125,351,200	\$26.10	\$15.28	-10.30%	9.04%	
1.580	0.918	19.61%	80.39%	\$ 30,525,078	\$ 125,158,004	\$26.27	\$15.26	-9.73%	8.88%	
1.590	0.916	19.73%	80.27%	\$ 30,718,275	\$ 124,964,807	\$26.44	\$15.24	-9.16%	8.71%	
1.600	0.915	19.86%	80.14%	\$ 30,911,472	\$ 124,771,610	\$26.60	\$15.21	-8.59%	8.54%	
1.610	0.914	19.98%	80.02%	\$ 31,104,668	\$ 124,578,414	\$26.77	\$15.19	-8.02%	8.37%	
1.620	0.912	20.10%	79.90%	\$ 31,297,865	\$ 124,385,217	\$26.94	\$15.17	-7.45%	8.20%	
1.630	0.911	20.23%	79.77%	\$ 31,491,062	\$ 124,192,020	\$27.10	\$15.14	-6.88%	8.04%	
1.640	0.909	20.35%	79.65%	\$ 31,684,258	\$ 123,998,824	\$27.27	\$15.12	-6.30%	7.87%	
1.650	0.908	20.48%	79.52%	\$ 31,877,455	\$ 123,805,627	\$27.43	\$15.10	-5.73%	7.70%	
1.660	0.906	20.60%	79.40%	\$ 32,070,652	\$ 123,612,430	\$27.60	\$15.07	-5.16%	7.53%	
1.670	0.905	20.72%	79.28%	\$ 32,263,849	\$ 123,419,233	\$27.77	\$15.05	-4.59%	7.36%	
1.680	0.904	20.85%	79.15%	\$ 32,457,045	\$ 123,226,037	\$27.93	\$15.02	-4.02%	7.20%	
1.690	0.902	20.97%	79.03%	\$ 32,650,242	\$ 123,032,840	\$28.10	\$15.00	-3.45%	7.03%	
1.700	0.901	21.10%	78.90%	\$ 32,843,439	\$ 122,839,643	\$28.27	\$14.98	-2.88%	6.86%	
1.710	0.899	21.22%	78.78%	\$ 33,036,635	\$ 122,646,447	\$28.43	\$14.95	-2.30%	6.69%	
1.720	0.898	21.34%	78.66%	\$ 33,229,832	\$ 122,453,250	\$28.60	\$14.93	-1.73%	6.52%	
1.730	0.897	21.47%	78.53%	\$ 33,423,029	\$ 122,260,053	\$28.76	\$14.91	-1.16%	6.36%	
1.740	0.895	21.59%	78.41%	\$ 33,616,225	\$ 122,066,857	\$28.93	\$14.88	-0.59%	6.19%	
1.750	0.894	21.72%	78.28%	\$ 33,809,422	\$ 121,873,660	\$29.10	\$14.86	-0.02%	6.02%	FY15 MAX SHIFT

## EXHIBIT B: HISTORICAL LEVY SUMMARY

FY	MAXIMUM LEVY	RES VALUE	CIP VALUE	TOTAL VALUE	RESIDENTIAL		CIP		CIP 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	\$116,338,164	\$6,991,353,500	\$1,042,254,630	\$8,033,608,130	87.03%	77.95%	12.97%	22.05%	1.70
2010	\$121,725,000	\$6,896,447,750	\$995,142,860	\$7,891,590,610	87.39%	77.72%	12.61%	22.28%	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	\$148,761,313	\$7,411,620,000	\$1,143,975,350	\$8,555,595,350	86.63%	77.27%	13.37%	22.73%	1.7
2015	155,683,082	8,201,523,230	1,161,973,860	9,363,497,090	87.59%	TBD	12.41%	TBD	TBD

Note: CIP value is net of portion of value that is not taxable due to TIF agreements.

## EXHIBIT C: HISTORY OF AVERAGE SINGLE FAMILY DWELLING AND TAX BURDEN - FY1992 TO PRESENT

Fiscal Year (*)	SINGLE FAMILY DWELLING VALUATION	NUMBER OF SINGLE FAMILY DWELLINGS	AVERAGE SFD A / V	PERCENT INCREASE A / V	TAX RATE	AVERAGE TAXES	PERCENT INCREASE TAXES	CIP FACTOR	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	#REF!
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	\$7,388,986,000	9,004	\$820,634	10.87%	TBD	TBD	TBD	TBD	\$10,250,808,550

\* All values are inclusive of new growth

## EXHIBIT D: PRELIMINARY/UNAPPROVED VALUES BY CLASS: FY2014 TO FY2015

	Residential ( R )	Commercial ( C )	Industrial (I)	<i>Commercial + Industrial Combined</i>	Personal Property (P)	C-I-P Subtotal	Total Assessed
FY 14 Assessed Value	\$7,411,620,000	\$659,735,600	\$344,486,000	\$1,004,221,600	\$187,553,750	\$1,191,775,350	\$8,603,395,350
<b>FY 15 Assessed Value</b>	<b>\$8,201,523,230</b>	<b>\$661,677,370</b>	<b>\$363,393,000</b>	<b>\$1,025,070,370</b>	<b>\$180,027,950</b>	<b>\$1,205,098,320</b>	<b>\$9,406,621,550</b>
\$ increase	\$789,903,230	\$1,941,770	\$18,907,000	\$20,848,770	(\$7,525,800)	\$13,322,970	\$803,226,200
% increase	10.66%	0.29%	5.49%	2.08%	-4.01%	1.12%	9.34%
<b>FY 15 New Growth</b>	<b>\$108,862,200</b>	<b>\$5,458,000</b>	<b>\$5,455,000</b>	<b>\$10,913,000</b>	<b>\$27,151,910</b>	<b>\$38,064,910</b>	<b>\$146,927,110</b>
<b>FY15 Assessed Value w/o New Growth</b>	<b>\$8,092,661,030</b>	<b>\$656,219,370</b>	<b>\$357,938,000</b>	<b>\$1,014,157,370</b>	<b>\$152,876,040</b>	<b>\$1,167,033,410</b>	<b>\$9,259,694,440</b>
\$ inc./decr. over FY 14	\$681,041,030	-\$3,516,230	\$13,452,000	\$9,935,770	(\$34,677,710)	(\$24,741,940)	\$656,299,090
% inc./decr. over FY 14	9.19%	-0.53%	3.90%	0.99%	-18.49%	-2.08%	7.63%
FY 14 share of total value	86.15%	7.67%	4.00%	11.67%	2.18%	13.85%	
FY 15 share of total value w/o growth	87.40%	7.09%	3.87%	10.95%	1.65%	12.60%	
Change	<b>1.25%</b>	<b>-0.58%</b>	<b>-0.14%</b>	<b>-0.72%</b>	<b>-0.53%</b>	<b>-1.25%</b>	

Note: Industrial value is gross assessed value and includes that portion of value that is not taxable due to TIF agreements.

**EXHIBIT D-1: TOWN OF LEXINGTON - Tax Rate Shift Options & Property Comparisons**  
(FY2015 Values are derived net of new growth)

<b>RESIDENTIAL</b>		<b>RESIDENTIAL</b>											
<b>SINGLE FAMILY DWELLING (# props = 9,004)</b>	<i>Single</i>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>
<i>(Does not include condos, apts, 2-3 family, etc)</i>													
Avg. SFD Assmt.(FY15 pend'g DOR approval)	\$740,204	\$808,717	\$808,717	\$808,717	\$808,717	\$808,717	\$808,717	\$808,717	\$808,717	\$808,717	\$808,717	\$808,717	\$808,717
Tax Burden Shift Factor	1.70	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.75
Tax Rate (per \$1K of Ass'd value)	\$15.51	\$15.10	\$15.07	\$15.05	\$15.02	\$15.00	\$14.98	\$14.95	\$14.93	\$14.91	\$14.88	\$14.86	\$14.86
Avg. Tax Bill (based on Avg. Ass'd Value)	\$11,481	\$12,208	\$12,189	\$12,170	\$12,151	\$12,132	\$12,113	\$12,094	\$12,075	\$12,056	\$12,036	\$12,017	\$12,017
\$ Tax differential between FY14-FY15	Not applicable	\$727	\$708	\$689	\$670	\$651	\$632	\$613	\$594	\$575	\$555	\$536	\$536
% Tax differential between FY14-FY15	Not applicable	6.33%	6.17%	6.00%	5.83%	5.67%	5.50%	5.34%	5.17%	5.00%	4.84%	4.67%	4.67%
<b>COMMERCIAL</b>		<b>COMMERCIAL</b>											
<b>LARGE OFFICE BLDG (# props = 20)</b>	<i>Large</i>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>
<i>(Office (non-Lab/Med) &gt; 30,000 sqft GBA)</i>													
FY 15 Assmt. @ ~ \$141/sf for Avg. Prop.	\$12,380,263	\$12,267,850	\$12,267,850	\$12,267,850	\$12,267,850	\$12,267,850	\$12,267,850	\$12,267,850	\$12,267,850	\$12,267,850	\$12,267,850	\$12,267,850	\$12,267,850
Tax Burden Shift Factor	1.70	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.75
Tax Rate (per \$1K of Ass'd value)	\$29.56	\$27.43	\$27.60	\$27.77	\$27.93	\$28.10	\$28.27	\$28.43	\$28.60	\$28.76	\$28.93	\$29.10	\$29.10
Avg. Tax Bill (based on Avg. Ass'd Value)	\$365,961	\$336,555	\$338,594	\$340,634	\$342,674	\$344,714	\$346,753	\$348,793	\$350,833	\$352,873	\$354,912	\$356,952	\$356,952
\$ Tax differential between FY14-FY15	Not applicable	-\$29,406	-\$27,366	-\$25,326	-\$23,287	-\$21,247	-\$19,207	-\$17,167	-\$15,128	-\$13,088	-\$11,048	-\$9,009	-\$9,009
% Tax differential between FY14-FY15	Not applicable	-8.04%	-7.48%	-6.92%	-6.36%	-5.81%	-5.25%	-4.69%	-4.13%	-3.58%	-3.02%	-2.46%	-2.46%
<b>MEDIUM OFFICE BLDG (# props = 7)</b>	<i>Medium</i>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>
<i>(Office (non-Lab/Med) 10,000-&gt;&lt;30,000 sqft GBA)</i>													
FY 15 Assmt. @ ~ \$167/sf for Avg. Prop.	\$2,256,571	\$2,389,857	\$2,389,857	\$2,389,857	\$2,389,857	\$2,389,857	\$2,389,857	\$2,389,857	\$2,389,857	\$2,389,857	\$2,389,857	\$2,389,857	\$2,389,857
Tax Burden Shift Factor	1.70	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.75
Tax Rate (per \$1K of Ass'd value)	\$29.56	\$27.43	\$27.60	\$27.77	\$27.93	\$28.10	\$28.27	\$28.43	\$28.60	\$28.76	\$28.93	\$29.10	\$29.10
Avg. Tax Bill (based on Avg. Ass'd Value)	\$66,704	\$65,563	\$65,960	\$66,358	\$66,755	\$67,152	\$67,550	\$67,947	\$68,345	\$68,742	\$69,139	\$69,537	\$69,537
\$ Tax differential between FY14-FY15	Not applicable	-\$1,141	-\$744	-\$346	\$51	\$448	\$846	\$1,243	\$1,640	\$2,038	\$2,435	\$2,832	\$2,832
% Tax differential between FY14-FY15	Not applicable	-1.71%	-1.12%	-0.52%	0.08%	0.67%	1.27%	1.86%	2.46%	3.05%	3.65%	4.25%	4.25%
<b>TOWN-WIDE RETAIL (# props = 59)</b>	<i>Town-Wide</i>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>
<i>(Retail, Restaurants, &amp; Banks, w/offices up/down stairs)</i>													
FY 15 Assmt. @ ~ \$193/sf for Avg. Prop.	\$1,443,932	\$1,476,779	\$1,476,779	\$1,476,779	\$1,476,779	\$1,476,779	\$1,476,779	\$1,476,779	\$1,476,779	\$1,476,779	\$1,476,779	\$1,476,779	\$1,476,779
Tax Burden Shift Factor	1.70	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.75
Tax Rate (per \$1K of Ass'd value)	\$29.56	\$27.43	\$27.60	\$27.77	\$27.93	\$28.10	\$28.27	\$28.43	\$28.60	\$28.76	\$28.93	\$29.10	\$29.10
Avg. Tax Bill (based on Avg. Ass'd Value)	\$42,683	\$40,514	\$40,759	\$41,005	\$41,250	\$41,496	\$41,741	\$41,987	\$42,233	\$42,478	\$42,724	\$42,969	\$42,969
\$ Tax differential between FY14-FY15	Not applicable	-\$2,169	-\$1,923	-\$1,678	-\$1,432	-\$1,187	-\$941	-\$696	-\$450	-\$205	\$41	\$287	\$287
% Tax differential between FY14-FY15	Not applicable	-5.08%	-4.51%	-3.93%	-3.36%	-2.78%	-2.21%	-1.63%	-1.05%	-0.48%	0.10%	0.67%	0.67%
<b>OFFICE CONDOMINIUM (# props = 195)</b>	<i>Office</i>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>
<i>(Retail Condominiums are not included)</i>													
FY 15 Assmt. @ ~ \$208/sf for Avg. Prop.	\$152,415	\$155,661	\$155,661	\$155,661	\$155,661	\$155,661	\$155,661	\$155,661	\$155,661	\$155,661	\$155,661	\$155,661	\$155,661
Tax Burden Shift Factor	1.70	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.75
Tax Rate (per \$1K of Ass'd value)	\$29.56	\$27.43	\$27.60	\$27.77	\$27.93	\$28.10	\$28.27	\$28.43	\$28.60	\$28.76	\$28.93	\$29.10	\$29.10
Avg. Tax Bill (based on Avg. Ass'd Value)	\$4,505	\$4,270	\$4,296	\$4,322	\$4,348	\$4,374	\$4,400	\$4,426	\$4,452	\$4,477	\$4,503	\$4,529	\$4,529
\$ Tax differential between FY14-FY15	Not applicable	-\$235	-\$209	-\$183	-\$157	-\$131	-\$106	-\$80	-\$54	-\$28	-\$2	\$24	\$24
% Tax differential between FY14-FY15	Not applicable	-5.22%	-4.64%	-4.07%	-3.49%	-2.92%	-2.34%	-1.77%	-1.19%	-0.62%	-0.05%	0.53%	0.53%
<b>INDUSTRIAL</b>		<b>INDUSTRIAL</b>											
<b>LAB/OFFICE COMBINATION (# props = 13)</b>	<i>Lab/Office</i>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>	<b>FY 2015</b>
<i>(Bio/Chem Laboratory or Medical Use is Primary)</i>													
FY 15 Assmt. @ ~ \$253/sf for Avg. Prop.	\$25,801,750	\$24,729,000	\$24,729,000	\$24,729,000	\$24,729,000	\$24,729,000	\$24,729,000	\$24,729,000	\$24,729,000	\$24,729,000	\$24,729,000	\$24,729,000	\$24,729,000
Tax Burden Shift Factor	1.70	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.75
Tax Rate (per \$1K of Ass'd value)	\$28.97	\$27.43	\$27.60	\$27.77	\$27.93	\$28.10	\$28.27	\$28.43	\$28.60	\$28.76	\$28.93	\$29.10	\$29.10
Avg. Tax Bill (based on Avg. Ass'd Value)	\$747,477	\$678,412	\$682,524	\$686,636	\$690,747	\$694,859	\$698,970	\$703,082	\$707,194	\$711,305	\$715,417	\$719,528	\$719,528
\$ Tax differential between FY14-FY15	Not applicable	-\$69,064	-\$64,953	-\$60,841	-\$56,729	-\$52,618	-\$48,506	-\$44,395	-\$40,283	-\$36,171	-\$32,060	-\$27,948	-\$27,948
% Tax differential between FY14-FY15	Not applicable	-9.24%	-8.69%	-8.14%	-7.59%	-7.04%	-6.49%	-5.94%	-5.39%	-4.84%	-4.29%	-3.74%	-3.74%

Note: Shire TIF Properties (200/300/400 Shire Way) & King St Property (portion of 113 Hartwell Ave) are included above in INDUSTRIAL Lab/Office Combo category as "Gross Avg. Assessment less Gross Avg. Growth"

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

<u>COMPARABLE COMMERCIAL COMMUNITIES</u>							
		<u>FY2013</u>			<u>FY2014</u>		
<u>MUNICIPALITY</u>	<u>FY 2014 C / I / P</u>	<u>RESID RATE</u>	<u>C-I-P RATE</u>	<u>C-I-P SHIFT</u>	<u>RESID RATE</u>	<u>C-I-P RATE</u>	<u>C-I-P SHIFT</u>
Cambridge	\$10,519,300,746	\$8.66	\$21.50	1.710	\$8.38	\$20.44	1.690
Waltham	\$2,925,865,713	\$13.49	\$31.77	1.750	\$13.43	\$31.97	1.750
Newton	\$2,275,093,565	\$11.49	\$21.93	1.740	\$12.12	\$23.18	1.740
Woburn	\$1,790,777,112	\$10.40	\$27.01	1.750	\$10.44	\$27.41	1.750
Burlington	\$1,726,622,683	\$11.85	\$31.70	1.668	\$12.00	\$32.24	1.668
Wellesley	\$1,204,329,300	\$11.70	\$11.70	1.000	\$11.54	\$11.54	1.000
<b>Lexington</b>	<b>\$1,143,975,350</b>	<b>\$15.20</b>	<b>\$28.97</b>	<b>1.700</b>	<b>\$15.51</b>	<b>\$29.56</b>	<b>1.700</b>
Needham	\$1,065,027,418	\$11.30	\$22.18	1.750	\$11.64	\$22.99	1.750
Watertown	\$996,441,245	\$14.68	\$27.15	1.750	\$14.96	\$27.96	1.750

<u>COMMUNITIES CONTIGUOUS TO LEXINGTON</u>							
		<u>FY2013</u>			<u>FY2014</u>		
<u>MUNICIPALITY</u>		<u>RESID RATE</u>	<u>C-I-P RATE</u>	<u>C-I-P SHIFT</u>	<u>RESID RATE</u>	<u>C-I-P RATE</u>	<u>C-I-P SHIFT</u>
Arlington		\$ 13.61	\$ 13.61	1.000	\$ 13.79	\$ 13.79	1.000
Bedford		\$ 15.37	\$ 33.80	1.750	\$ 15.71	\$ 34.04	1.750
Belmont		\$ 13.33	\$ 13.33	1.000	\$ 13.50	\$ 13.50	1.000
Burlington		\$ 11.85	\$ 31.70	1.668	\$ 12.00	\$ 32.24	1.668
Concord		\$ 14.07	\$ 14.07	1.000	\$ 14.45	\$ 14.45	1.000
Lincoln		\$ 14.23	\$ 18.72	1.300	\$ 14.41	\$ 18.95	1.300
Waltham		\$ 13.49	\$ 31.77	1.750	\$ 13.43	\$ 31.97	1.750
Winchester		\$ 12.77	\$ 12.01	N/A	\$ 12.66	\$ 11.91	N/A

N/A = not applicable



## EXHIBIT F: TOP 25 COMMUNITIES BY TOTAL ASSESSED VALUE

Division of Local Services

Municipal Databank/Local Aid Section

### Fiscal Year 2014 Assessed Values by Class

	Municipality	Fiscal Year	Residential Value	Open Space Value	Commercial Value	Industrial Value	Personal Property Value	Comm/Indl/Pers (C/I/P)	Total Assessed Value	R & O as % of Total Value	CIP as % of Total Value
1	Boston	2014	\$64,541,402,530	\$0	\$29,631,862,869	\$707,563,713	\$4,951,983,447	\$35,291,410,029	\$99,832,812,559	64.6	35.4
2	Cambridge	2014	\$16,642,348,024	\$0	\$5,936,084,416	\$3,503,030,118	\$1,080,186,230	\$10,519,300,764	\$27,161,648,788	61.3	38.7
3	Newton	2014	\$18,687,096,235	\$0	\$1,756,659,465	\$150,126,600	\$368,307,500	\$2,275,093,565	\$20,962,189,800	89.1	10.9
4	Nantucket	2014	\$15,734,218,626	\$11,460,900	\$939,061,724	\$48,571,000	\$206,415,205	\$1,194,047,929	\$16,939,727,455	93	7
5	Brookline	2014	\$14,744,840,400	\$0	\$1,392,313,500	\$13,929,900	\$191,578,140	\$1,597,821,540	\$16,342,661,940	90.2	9.8
6	Barnstable	2014	\$11,114,256,735	\$0	\$1,206,529,030	\$79,328,500	\$193,985,740	\$1,479,843,270	\$12,594,100,005	88.2	11.8
7	Worcester	2014	\$7,902,179,543	\$0	\$2,006,883,465	\$528,430,575	\$592,517,400	\$3,127,831,440	\$11,030,010,983	71.6	28.4
8	Falmouth	2014	\$9,926,397,342	\$3,248,800	\$578,777,042	\$73,842,400	\$178,513,638	\$831,133,080	\$10,760,779,222	92.3	7.7
9	Quincy	2014	\$8,732,643,225	\$0	\$1,588,953,675	\$83,081,900	\$275,010,130	\$1,947,045,705	\$10,679,688,930	81.8	18.2
10	Wellesley	2014	\$8,550,806,000	\$0	\$1,087,234,000	\$7,814,000	\$109,281,300	\$1,204,329,300	\$9,755,135,300	87.7	12.3
11	Somerville	2014	\$7,894,327,349	\$0	\$1,020,307,151	\$331,988,000	\$199,049,900	\$1,551,345,051	\$9,445,672,400	83.6	16.4
12	Waltham	2014	\$5,772,320,361	\$0	\$2,127,776,189	\$461,112,274	\$336,977,250	\$2,925,865,713	\$8,698,186,074	66.4	33.6
13	Plymouth	2014	\$6,739,080,284	\$0	\$796,421,860	\$841,559,633	\$225,709,450	\$1,863,690,943	\$8,602,771,227	78.3	21.7
<b>14</b>	<b>Lexington</b>	<b>2014</b>	<b>\$7,411,620,000</b>	<b>\$0</b>	<b>\$659,735,600</b>	<b>\$296,686,000</b>	<b>\$187,553,750</b>	<b>\$1,143,975,350</b>	<b>\$8,555,595,350</b>	<b>86.6</b>	<b>13.4</b>
15	Needham	2014	\$7,003,705,577	\$0	\$741,516,228	\$141,475,100	\$182,036,090	\$1,065,027,418	\$8,068,732,995	86.8	13.2
16	Arlington	2014	\$6,924,743,377	\$0	\$331,293,424	\$16,149,400	\$105,443,220	\$452,886,044	\$7,377,629,421	93.9	6.1
17	Framingham	2014	\$5,569,402,378	\$0	\$1,200,300,512	\$244,817,100	\$227,073,797	\$1,672,191,409	\$7,241,593,787	76.9	23.1
18	Springfield	2014	\$5,025,199,000	\$0	\$1,064,979,700	\$162,566,500	\$665,647,970	\$1,893,194,170	\$6,918,393,170	72.6	27.4
19	Andover	2014	\$5,474,892,385	\$8,409,800	\$541,616,314	\$578,490,500	\$237,117,137	\$1,357,223,951	\$6,840,526,136	80.2	19.8
20	Medford	2014	\$5,930,338,991	\$0	\$632,697,209	\$92,874,000	\$122,328,860	\$847,900,069	\$6,778,239,060	87.5	12.5
21	Edgartown	2014	\$6,120,742,215	\$0	\$383,182,445	\$3,749,800	\$106,161,978	\$493,094,223	\$6,613,836,438	92.5	7.5
22	Natick	2014	\$5,071,958,730	\$0	\$1,359,882,270	\$36,485,100	\$121,001,510	\$1,517,368,880	\$6,589,327,610	77	23
23	Peabody	2014	\$4,668,178,302	\$0	\$1,092,889,615	\$236,371,100	\$114,305,840	\$1,443,566,555	\$6,111,744,857	76.4	23.6
24	Lowell	2014	\$4,984,640,552	\$0	\$547,112,179	\$350,200,113	\$203,732,904	\$1,101,045,196	\$6,085,685,748	81.9	18.1
25	Dennis	2014	\$5,430,544,151	\$671,578	\$358,198,771	\$25,236,700	\$75,750,260	\$459,185,731	\$5,890,401,460	92.2	7.8

**EXHIBIT G: TAX FACTORS and TAX RATES for Aaa RATED COMMUNITIES**

Massachusetts Municipality	Bond Rating	FY14 TAX RATE RESID	FY14 TAX RATE C-I-P	FY14 SHIFT FACTOR	RESID % OF TOTAL VALUE	C-I-P % OF TOTAL VALUE	RESID EXEMPT'N ADOPTED	2012 Population	AREA SQ MILES	DENSITY PER SQ MILE	2011 PER CAPITA INCOME
Lexington	Aaa	15.51	29.56	1.700	86.6	13.4	No	32,272	16.4	1,968	\$88,987
Acton	Aaa	19.45	19.45	1.000	87.4	12.6	No	22,599	20.0	1,132	\$55,932
Andover	AAA	15.18	25.25	1.470	80.2	19.8	No	34,142	31.0	1,101	\$66,653
Arlington	AAA	13.79	13.79	1.000	93.9	6.1	No	43,711	5.2	8,438	\$45,654
Barnstable	AAA	9.12	8.22	n/a	88.2	11.8	Yes	44,824	60.0	747	\$31,096
Bedford	Aaa	15.71	34.04	1.750	79.6	20.4	No	13,765	13.7	1,002	\$53,790
Belmont	Aaa	13.50	13.50	1.000	94.4	5.6	No	25,204	4.7	5,409	\$69,079
Boston	Aaa	12.58	31.18	1.750	64.6	35.4	Yes	636,479	48.4	13,142	\$35,786
Boxborough	AAA	17.69	17.69	1.000	75.0	25.0	No	5,105	10.4	493	\$59,751
Brewster	AAA	8.18	8.18	1.000	94.1	5.9	No	9,806	23.0	427	\$30,164
Brookline	Aaa	11.39	18.50	1.720	90.2	9.8	Yes	59,115	6.8	8,706	\$65,085
Cambridge	Aaa	8.38	20.44	1.690	61.3	38.7	Yes	106,471	6.4	16,558	\$51,439
Canton	AAA	12.87	26.53	1.650	76.5	23.5	No	21,932	18.9	1,159	\$48,593
Chatham	AAA	5.08	5.08	1.000	93.0	7.0	No	6,141	16.2	379	\$42,083
Chilmark	AAA	2.48	2.48	1.000	97.9	2.1	No	900	19.1	47	\$48,479
Dartmouth	AAA	9.86	15.03	1.400	83.1	16.9	No	34,448	61.6	559	\$28,245
Dedham	AAA	16.08	34.72	1.750	79.8	20.2	No	24,974	10.5	2,390	\$43,117
Dennis	AAA	6.35	6.35	1.000	92.2	7.8	No	14,153	20.6	687	\$26,949
Dover	Aaa	13.08	13.08	1.000	97.4	2.6	No	5,722	15.3	373	\$188,206
Duxbury	AAA	16.15	16.15	1.000	95.6	4.4	No	15,172	23.8	639	\$70,008
Eastham	AAA	7.02	7.02	1.000	96.0	4.0	No	4,946	14.0	354	\$26,633
Hamilton	AAA	17.40	17.40	1.000	94.7	5.3	No	8,072	14.6	553	\$59,462
Harvard	AAA	17.09	17.09	1.000	95.1	4.9	No	6,530	26.4	248	\$56,549
Hingham	Aaa	12.56	12.56	1.000	87.2	12.8	No	22,520	22.5	1,002	\$81,511
Hopkinton	AAA	17.63	17.63	1.000	82.6	17.4	No	15,478	26.6	583	\$73,764
Lincoln	AAA	14.41	18.95	1.300	96.3	3.7	No	6,503	14.4	453	\$126,821
Littleton	AAA	17.41	29.22	1.470	79.1	20.9	No	9,132	16.6	549	\$42,066
Manchester By The Sea	AAA	10.45	10.45	1.000	93.1	6.9	No	5,216	9.3	561	\$99,243
Marblehead	AAA	11.09	11.09	1.000	94.6	5.4	No	20,076	4.5	4,432	\$78,969
Marion	AAA	10.59	10.59	1.000	92.3	7.7	No	4,909	14.6	336	\$47,145
Mashpee	AAA	9.20	9.20	1.000	91.7	8.3	No	14,005	23.5	596	\$28,845
Mattapoisett	AAA	12.72	12.72	1.000	93.0	7.0	No	6,113	16.5	371	\$46,296
Milton	AAA	14.99	22.97	1.500	95.9	4.1	No	27,158	13.0	2,083	\$57,880
Natick	AAA	14.18	14.18	1.000	77.0	23.0	No	33,760	15.1	2,239	\$47,566
Needham	AAA	11.64	22.99	1.750	86.8	13.2	No	29,366	12.6	2,329	\$87,232
Norwell	AAA	16.37	16.37	1.000	84.6	15.4	No	10,574	20.9	507	\$71,404
Orleans	AAA	6.20	6.20	1.000	92.1	7.9	No	5,881	14.2	415	\$38,139
Reading	AAA	14.74	14.74	1.000	90.9	9.1	No	25,192	9.9	2,537	\$44,656
Sherborn	AAA	20.34	20.34	1.000	95.1	4.9	No	4,199	16.0	263	\$182,248
Sudbury	AAA	18.03	24.94	1.354	93.3	6.7	No	18,119	24.4	743	\$93,407
Watertown	AAA	14.96	27.96	1.750	80.7	19.3	Yes	32,863	4.1	7,996	\$36,765
Wayland	Aaa	18.33	18.33	1.000	94.5	5.5	No	13,285	15.2	872	\$133,867
Wellesley	Aaa	11.54	11.54	1.000	87.7	12.3	No	28,748	10.2	2,824	\$138,036
Wellfleet	AAA	6.70	6.70	1.000	95.4	4.6	No	2,742	19.8	138	\$40,255
Wenham	AAA	18.88	18.88	1.000	95.9	4.1	No	4,993	7.7	647	\$81,173
Westborough	AAA	19.29	19.29	1.000	63.5	36.5	No	18,455	20.5	899	\$53,248
Westford	AAA	16.60	16.60	1.000	84.8	15.2	No	22,851	30.6	747	\$51,230
Weston	Aaa	12.73	12.73	1.000	95.2	4.8	No	11,737	17.0	690	\$267,636
Westwood	AAA	15.40	28.18	1.650	86.9	13.1	No	14,768	11.0	1,346	\$89,407
Winchester	Aaa	12.66	11.91	n/a	94.6	5.4	No	21,869	6.0	3,621	\$90,091

Note: AAA denotes Standard & Poor rating and Aaa denotes Moody's Rating  
Source of Data: DOR Division of Local Services/Municipal Data Bank

**EXHIBIT H: RESIDENTIAL EXEMPTION: FY2015 PROPERTY IMPACT ANALYSIS**

**IN PROCESS**

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:**

November 17, 2014

**PRESENTER:**

Margaret Coppe

**ITEM NUMBER:**

I.6

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**SUBJECT:**

**Request for Special Town Meeting**

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**EXECUTIVE SUMMARY:**

Consider School Committee's request for a special town meeting to address space needs in the elementary schools.

The School Committee will email their presentation to you over the weekend.

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**FINANCIAL IMPACT:**

NA

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**RECOMMENDATION / SUGGESTED MOTION:**

Motion to schedule a Special Town Meeting on Wednesday, January 21, 2015.

Motion to schedule a Special Town Meeting at the beginning of the Annual Town Meeting in March.

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**STAFF FOLLOW-UP:**

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:**

November 17, 2014

**STAFF:**

Rob Addelson, Asst. Town Mgr. for Finance

**ITEM NUMBER:**

I.7

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**SUBJECT:** FY2016 Preliminary Capital Projects

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**EXECUTIVE SUMMARY:**

Staff has begun the process of developing the FY2016-FY2020 capital plan. The purpose of this agenda item is to give the Selectmen the opportunity – at this relatively early stage in the process – to highlight projects members deem significant, for staff to hear any initial comments from the Board regarding these projects, and for staff to respond to any questions the Board may have.

All requested capital projects are shown on the attached spreadsheet. The inclusion of a project on this list does not indicate the project will be recommended by the Town Manager. The list of school projects is preliminary as they have yet to be voted by the School Committee.

All project requests have been forwarded to the Capital Expenditure Committee and, where applicable, the Community Preservation Committee, for review. As has been the case in prior years, transmittal of these requests to the Committees is with the understanding that the Town Manager has yet to make a recommendation on any project, and they have yet to be reviewed and/or endorsed by the Board of Selectmen. Town departments will make presentations of their requests to the Selectmen in December when the Board conducts its review of requested FY16 operating budgets.

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**FINANCIAL IMPACT:** NA

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**RECOMMENDATION / SUGGESTED MOTION:** NA

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**STAFF FOLLOW-UP:**

Finance Department

## FY2016 to FY2020 Capital Project Requests

Project ID Number	Project Name	Department	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
882	Parker Meadow Accessible Trail Construction	Community Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
928	Conservation Meadows Preservation Program	Community Development	\$ 26,400	\$ -	\$ -	\$ -	\$ -	\$ 26,400
931	Lower Vine Brook Paved Recreation Path Reconstruction	Community Development	\$ 221,092	\$ 148,721	\$ -	\$ -	\$ -	\$ 369,813
932	Land Acquisition	Community Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Community Development</b>			<b>\$ 247,492</b>	<b>\$ 148,721</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 396,213</b>
962	Parking Meter Replacement	Economic Dev	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
963	Grain Mill Alley	Economic Dev	\$ 455,600	\$ -	\$ -	\$ -	\$ -	\$ 455,600
<b>Total Economic Development</b>			<b>\$ 955,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 955,600</b>
735	Ambulance Replacement	Fire	\$ -	\$ -	\$ 280,000	\$ -	\$ -	\$ 280,000
738	Headquarters Fire Station Replacement	Fire	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
741	Portable Radio Replacement	Fire	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
849	Ladder Truck Replacement	Fire	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
926	Public Safety Radio Stabilization	Fire	\$ 90,000	\$ 90,000	\$ -	\$ -	\$ -	\$ 180,000
964	Fire Pumper	Fire	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
<b>Total Fire</b>			<b>\$ 590,000</b>	<b>\$ 1,090,000</b>	<b>\$ 280,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,960,000</b>
927	Cary Library Internal Reconfiguration	Library	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ 375,000
553	Replace Town Wide Phone Systems-Phase IV	MIS	\$ 52,000	\$ 204,000	\$ -	\$ -	\$ -	\$ 256,000
556	Head End Equipment Replacement - unfunded year	MIS	\$ -	\$ 125,000	\$ 250,000	\$ -	\$ -	\$ 375,000
708	Municipal Technology Improvement Program- Phase III	MIS	\$ 140,000	\$ -	\$ 100,000	\$ 55,000	\$ 80,000	\$ 375,000
855	Network Redundancy & Improvement Plan - Phase III	MIS	\$ 57,000	\$ -	\$ -	\$ -	\$ -	\$ 57,000
<b>TOTAL MIS</b>			<b>\$ 249,000</b>	<b>\$ 329,000</b>	<b>\$ 350,000</b>	<b>\$ 55,000</b>	<b>\$ 80,000</b>	<b>\$ 1,063,000</b>
477	Software (Police & Fire/EMS)	Police	\$ 646,406	\$ -	\$ -	\$ -	\$ -	\$ 646,406
692	Police Station; Renovation and Add-on Design and Engineering	Police	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Police</b>			<b>\$ 646,406</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 646,406</b>
561	Townwide Roofing Program	Public Facilities	\$ -	\$ 416,408	\$ 285,443	\$ 704,834	\$ 1,950,384	\$ 3,357,069
562	School Building Envelope and Systems Program	Public Facilities	\$ 210,000	\$ 215,000	\$ 221,000	\$ 226,000	\$ 231,600	\$ 1,103,600
564	LHS Heating Systems Upgrade Phases 2 & 3	Public Facilities	\$ 518,000	\$ -	\$ -	\$ -	\$ -	\$ 518,000
647	Municipal Building Envelope and Systems	Public Facilities	\$ 182,760	\$ 187,329	\$ 192,012	\$ 196,812	\$ 201,732	\$ 960,645
653	School Building Flooring Program	Public Facilities	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 625,000
698	School Paving Program	Public Facilities	\$ 150,000	\$ 153,750	\$ 157,593	\$ 161,901	\$ 166,000	\$ 789,244
699	Interior Painting Program	Public Facilities	\$ 157,594	\$ 161,534	\$ -	\$ -	\$ -	\$ 319,128
749	Public Facilities Bid Documents	Public Facilities	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
754	Diamond Energy Improvements	Public Facilities	\$ -	\$ 250,000	\$ 3,500,000	\$ -	\$ -	\$ 3,750,000
835	Visitors Center	Public Facilities	\$ -	\$ 2,080,298	\$ -	\$ -	\$ -	\$ 2,080,298
838	Middle School Science and Performing Arts	Public Facilities	\$ -	\$ 250,000	\$ 3,100,000	\$ -	\$ -	\$ 3,350,000
870	Hastings School Renovation/Replacement	Public Facilities	\$ 1,100,000	\$ 40,000,000	\$ -	\$ -	\$ -	\$ 41,100,000
900	Renovation & Update of Diamond Kitchen and Cafeteria	Public Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
905	Clarke Gymnasium Lockers	Public Facilities	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
930	Department of Public Facilities Vehicle with Aerial Lift	Public Facilities	\$ 96,000	\$ -	\$ -	\$ -	\$ -	\$ 96,000
934	Clarke Middles School Circulation and Parking Improvements	Public Facilities	\$ 363,000	\$ -	\$ -	\$ -	\$ -	\$ 363,000
935	Diamond Middle School Lighting to Rear Parking Lot	Public Facilities	\$ 77,000	\$ -	\$ -	\$ -	\$ -	\$ 77,000
936	Diamond Gym Motors for Backboards	Public Facilities	\$ 25,300	\$ -	\$ -	\$ -	\$ -	\$ 25,300

## FY2016 to FY2020 Capital Project Requests

Project ID Number	Project Name	Department	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
937	Security Camera Upgrade to Digital from Analog	Public Facilities	\$ 38,500	\$ 77,000	\$ 82,500	\$ 49,500	\$ -	\$ 247,500
938	LHS Phase 2 Overcrowding Completion	Public Facilities	\$ 90,200	\$ -	\$ -	\$ -	\$ -	\$ 90,200
939	Public Facilities Mechanical/Electrical System Replacements	Public Facilities	\$ 363,000	\$ 423,500	\$ 484,000	\$ 544,500	\$ 605,000	\$ 2,420,000
953	Food Service LHS Dishwasher and Installation	Public Facilities	\$ 61,000	\$ -	\$ -	\$ -	\$ -	\$ 61,000
955	LHS Bike Racks and Installation	Public Facilities	\$ 31,531	\$ -	\$ -	\$ -	\$ -	\$ 31,531
959	Elementary School Short Term Capacity Increase	Public Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
960	Pre-K Short Term Capacity Increase	Public Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
961	Lexington Public School Educational Capacity Increase	Public Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
xxx	Cary Memorial Building Sidewalk	Public Facilities	TBD	\$ -	\$ -	\$ -	\$ -	TBD
xxx	Community Center Sidewalk	Public Facilities	TBD	\$ -	\$ -	\$ -	\$ -	TBD
<b>Total Public Facilities</b>			<b>\$ 3,693,885</b>	<b>\$ 44,414,819</b>	<b>\$ 8,222,548</b>	<b>\$ 2,083,547</b>	<b>\$ 3,354,716</b>	<b>\$ 61,769,515</b>
321	Center Streetscape Improvements	Public Works	\$ 4,000,000	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ 8,000,000
327	Automatic Meter Reading System	Public Works	\$ -	\$ 657,250	\$ 496,000	\$ 496,000	\$ -	\$ 1,649,250
520	Equipment Replacement	Public Works	\$ 770,000	\$ 840,000	\$ 790,000	\$ 790,000	\$ 770,000	\$ 3,960,000
522	Street Improvements	Public Works	\$ 2,532,959	\$ 2,548,560	\$ 2,564,552	\$ 2,580,943	\$ 2,597,744	\$ 12,824,758
523	Storm Drainage Improvements and NPDES compliance	Public Works	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 1,700,000
524	Sanitary Sewer System Investigation and Improvements	Public Works	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 6,000,000
528	Hydrant Replacement Program	Public Works	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
529	Pump Station Upgrades	Public Works	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 3,000,000
554	Street Acceptance	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
557	Comprehensive Watershed Storm Water Management Study and Implementation	Public Works	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 1,950,000
560	Water Distribution System Improvements	Public Works	\$ 900,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 4,900,000
587	Mass Ave - Three Intersections Improvement	Public Works	\$ -	\$ 50,000	\$ -	\$ 6,550,000	\$ -	\$ 6,600,000
644	Sidewalk Improvement	Public Works	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
645	Dam Repair	Public Works	\$ -	\$ 530,000	\$ -	\$ -	\$ -	\$ 530,000
672	Battle Green Master Plan - Phase 3	Public Works	\$ -	\$ 570,438	\$ -	\$ -	\$ -	\$ 570,438
683	Town Wide Culvert Replacement	Public Works	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 1,950,000
688	Town-wide Signalization Improvements	Public Works	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 625,000
850	Hartwell Avenue Infrastructure Improvements	Public Works	\$ 4,750,000	\$ -	\$ -	\$ -	\$ -	\$ 4,750,000
881	Municipal Parking lot improvements	Public Works	\$ -	\$ 40,000	\$ 400,000	\$ -	\$ -	\$ 440,000
883	Bikeway Bridge Renovations	Public Works	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
915	Hartwell Avenue Compost Site Improvements	Public Works	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000
921	Hastings Park Underground Wires	Public Works	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
922	Battle Green Streetscape Improvements	Public Works	\$ 60,000	\$ 270,000	\$ -	\$ -	\$ -	\$ 330,000
940	Westview Cemetery Building Assessment	Public Works	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000
941	Public Parking lot Improvement Program	Public Works	\$ -	\$ 100,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,600,000
<b>Total Public Works</b>			<b>\$ 17,022,959</b>	<b>\$ 12,551,248</b>	<b>\$ 11,345,552</b>	<b>\$ 15,511,943</b>	<b>\$ 8,462,744</b>	<b>\$ 64,894,446</b>
278	Athletic Facility Lighting	Recreation	\$ -	\$ 287,552	\$ -	\$ 483,150	\$ -	\$ 770,702
280	Pine Meadows Improvements	Recreation	\$ -	\$ -	\$ 50,000	\$ -	\$ 75,000	\$ 125,000
282	Park and Playground Improvements	Recreation	\$ 68,000	\$ 68,000	\$ 68,000	\$ 60,000	\$ 75,000	\$ 339,000
283	Town Pool Renovation	Recreation	\$ -	\$ 1,188,308	\$ -	\$ -	\$ -	\$ 1,188,308
518	Park Improvements - Athletic Fields	Recreation	\$ 85,000	\$ 120,000	\$ 150,000	\$ 210,000	\$ 400,000	\$ 965,000
519	Pine Meadows Equipment	Recreation	\$ 68,000	\$ 50,000	\$ -	\$ 52,000	\$ 45,000	\$ 215,000
530	ADA Accessibility Study	Recreation	\$ 78,000	\$ -	\$ -	\$ -	\$ -	\$ 78,000
532	Park Improvements- Hard Court Resurfacing	Recreation	\$ 55,000	\$ 55,000	\$ -	\$ 60,000	\$ 40,000	\$ 210,000
732	Center Track and Field Reconstruction	Recreation	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
848	Lincoln Park Field Improvements	Recreation	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ 650,000

## FY2016 to FY2020 Capital Project Requests

Project ID Number	Project Name	Department	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
880	Parker Meadow Accessible Trail Construction	Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
893	Recreation Site Assessment of Potential Land Acquisition	Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Recreation</b>		<b>\$ 1,004,000</b>	<b>\$ 1,768,860</b>	<b>\$ 3,268,000</b>	<b>\$ 865,150</b>	<b>\$ 635,000</b>	<b>\$ 7,541,010</b>
896	School Furniture, Equipment & Systems Program	Schools	\$ 200,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
945	LPS Technology Capital Request	Schools	\$ 1,378,000	\$ 1,320,000	\$ 1,320,000	\$ 1,320,000	\$ 1,320,000	\$ 6,658,000
950	Additional Time Clock System Funds	Schools	\$ 208,000	\$ -	\$ -	\$ -	\$ -	\$ 208,000
	<b>Total Schools</b>		<b>\$ 1,786,000</b>	<b>\$ 1,420,000</b>	<b>\$ 1,420,000</b>	<b>\$ 1,420,000</b>	<b>\$ 1,420,000</b>	<b>\$ 7,466,000</b>
307	Archives & Records Management/Records Conservation & Preservation	Town Clerk		\$ 20,000	\$ 20,000	\$ -	\$ -	
851	Election System Upgrade	Town Clerk	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000
933	Cary Memorial Bldg Records Center Shelving	Town Clerk	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
	<b>Total Town Clerk</b>		<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 105,000</b>
	<b>Grand Total</b>		<b>\$ 26,225,342</b>	<b>\$ 61,722,648</b>	<b>\$ 24,961,100</b>	<b>\$ 19,935,640</b>	<b>\$ 13,952,460</b>	<b>\$ 146,797,190</b>



# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:** 11/17/14

**STAFF:** Lynne Pease

**ITEM NUMBER:** 1.8

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**SUBJECT:**

Solar Task Force Discussion on Community Choice Aggregation

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**EXECUTIVE SUMMARY:**

Mark Sandeen and Dan Voss will present information and ask the Selectmen to submit a warrant article seeking Town Meeting authorization for the Board to enter into a Community Choice Aggregation (CCA) Program.

CCA allows local governments the option of consolidating residential and commercial retail electricity demand to seek proposals for cheaper and cleaner sources of power on behalf of their residents and businesses.

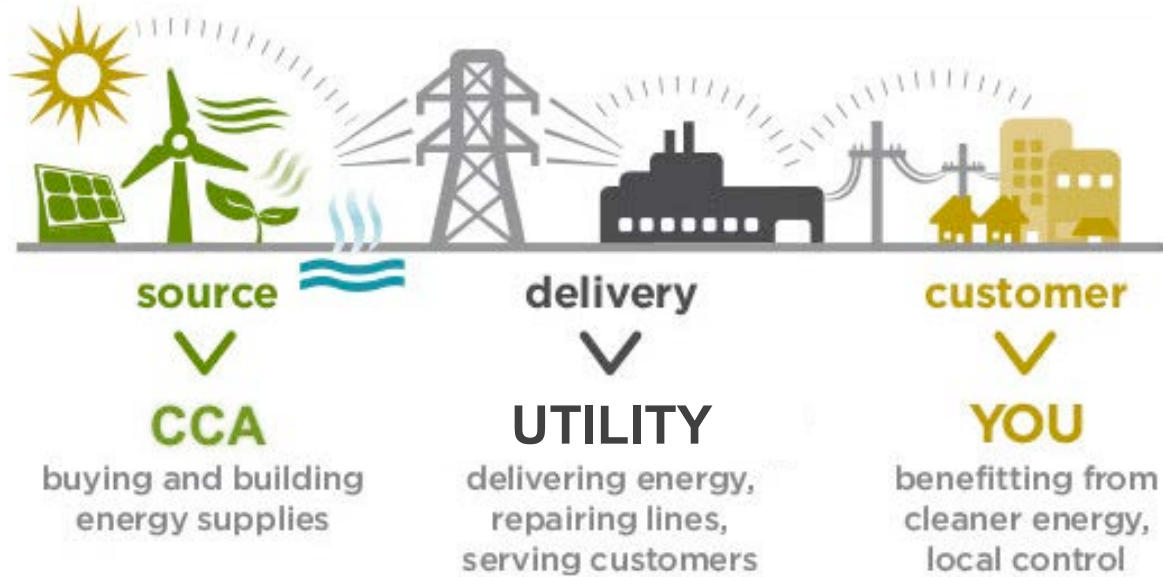
**FINANCIAL IMPACT:**

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**RECOMMENDATION / SUGGESTED MOTION:**

**STAFF FOLLOW-UP:**

Selectmen's Office



# ***Community Choice***

Lexington Board of Selectmen

November 17, 2014

# ***Community Choice***

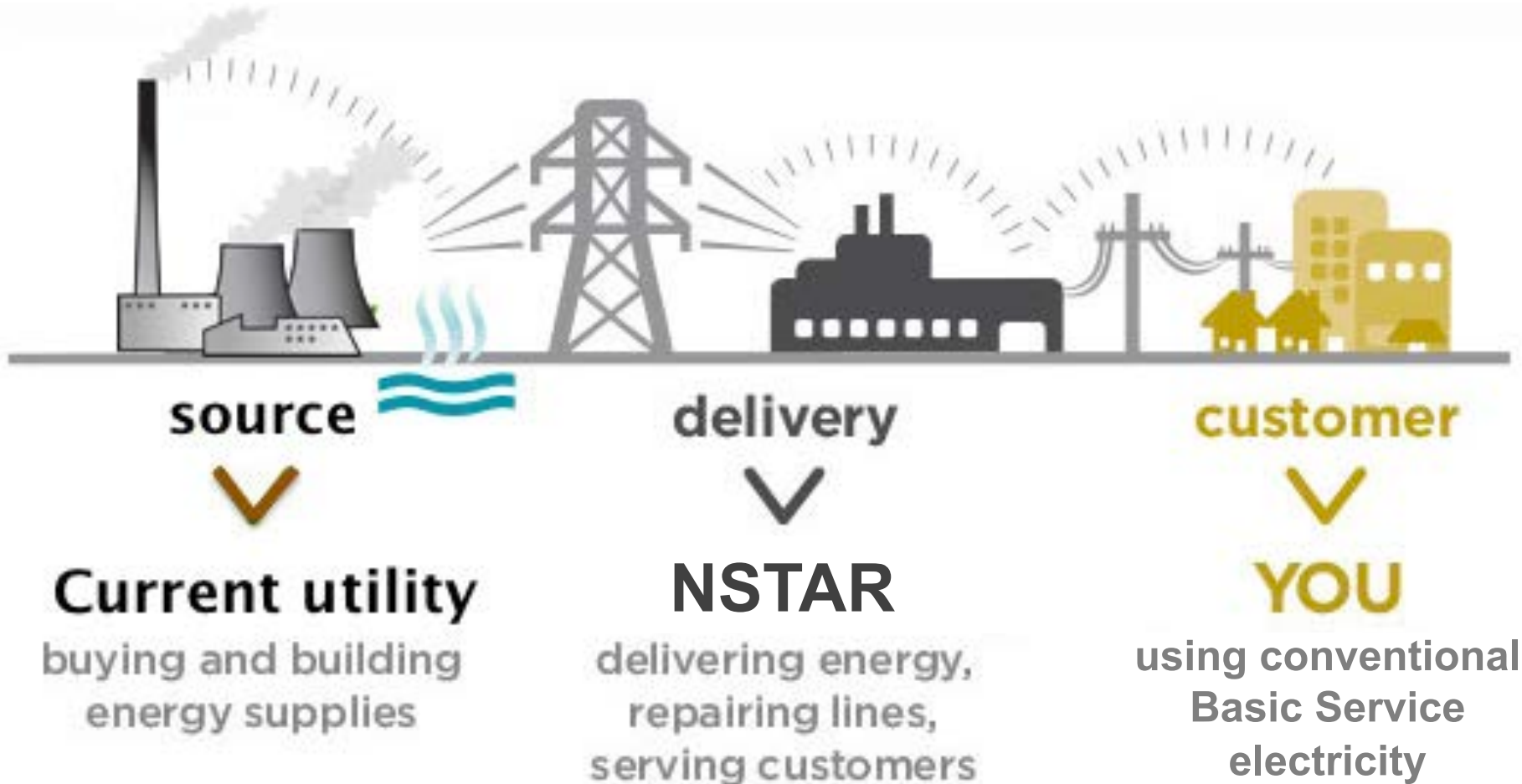
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- Community Choice Task Force recommends that the Board of Selectmen submit a warrant article seeking Town Meeting authorization for the Board of Selectmen to enter into a Community Choice Aggregation program.
- Sustainable Lexington Committee unanimously supports this recommendation.



# Current Electricity Generation

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# ***Competitive Supplier Status***

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- All electricity consumers in Massachusetts have the option to select an alternate retail electricity supplier.
- But only 10% of Lexington's residential customers have switched to competitive suppliers (1,200 out of 11,650 - Source: NSTAR)
- Vendor selection process can be complicated and time consuming, creating concern about making the right choice.



# Commercial Accounts

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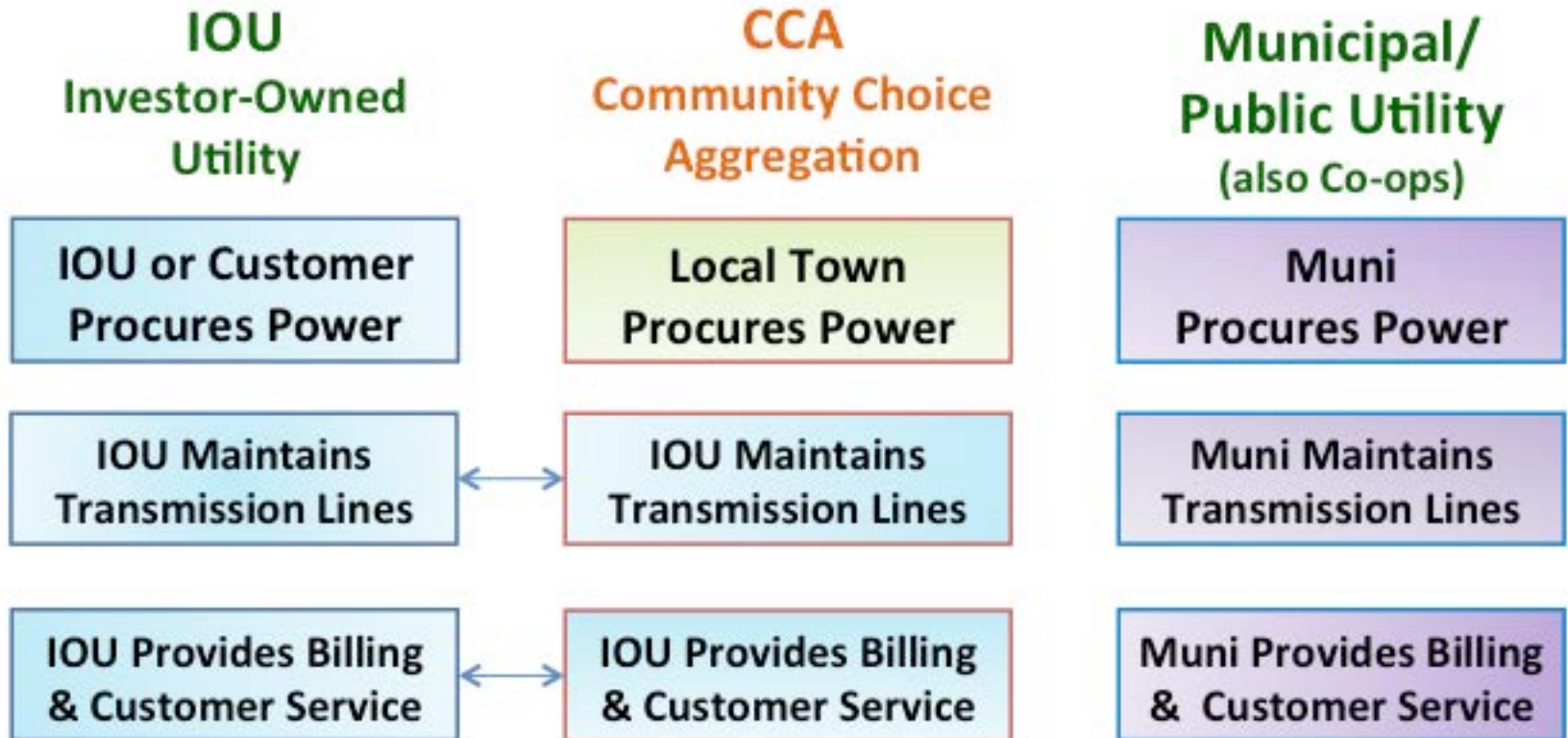
- In contrast, 86% of the electricity consumed by Lexington's commercial customers comes from competitive electricity suppliers.
- Large commercial customers have proven that they can obtain lower rates by switching to competitive suppliers.
- The Town of Lexington is purchasing electricity from a competitive supplier for 22% less than the NSTAR Basic Service rate.  
( $\$0.07$  / kWh vs.  $\$0.09$  / kWh)



# Community Choice

## A Public - Private Option

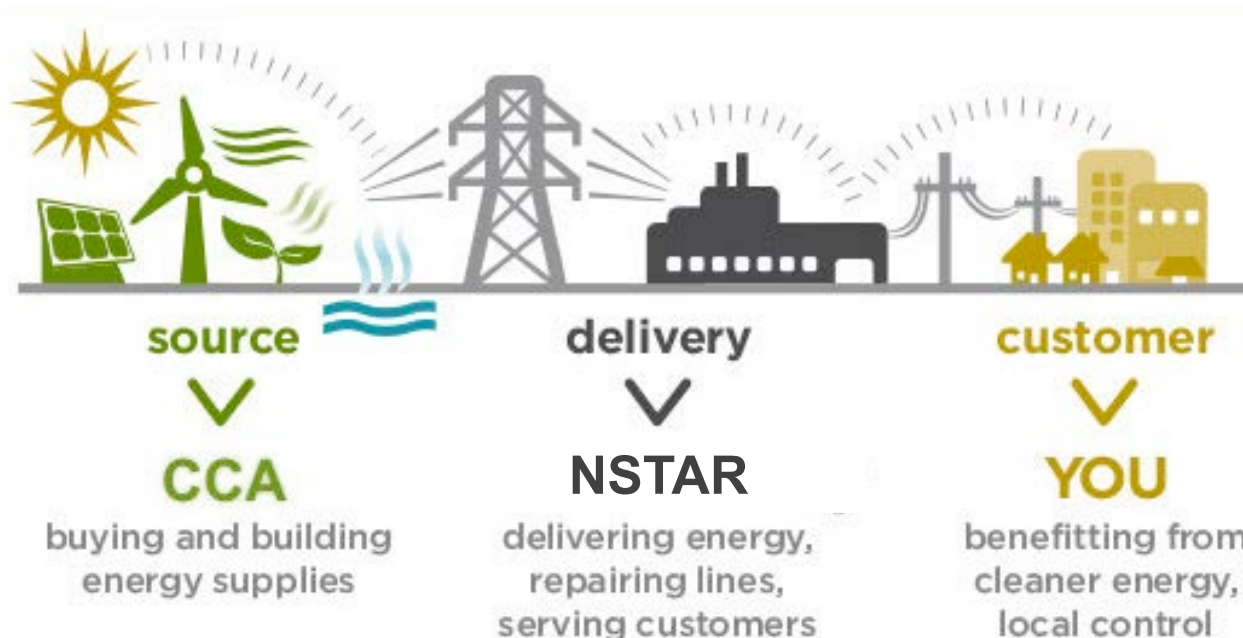
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# What is Community Choice?

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- Community Choice Aggregation (CCA) allows local governments the option of consolidating residential and commercial retail electricity demand to seek proposals for cheaper and cleaner sources of power on behalf of their residents and businesses.

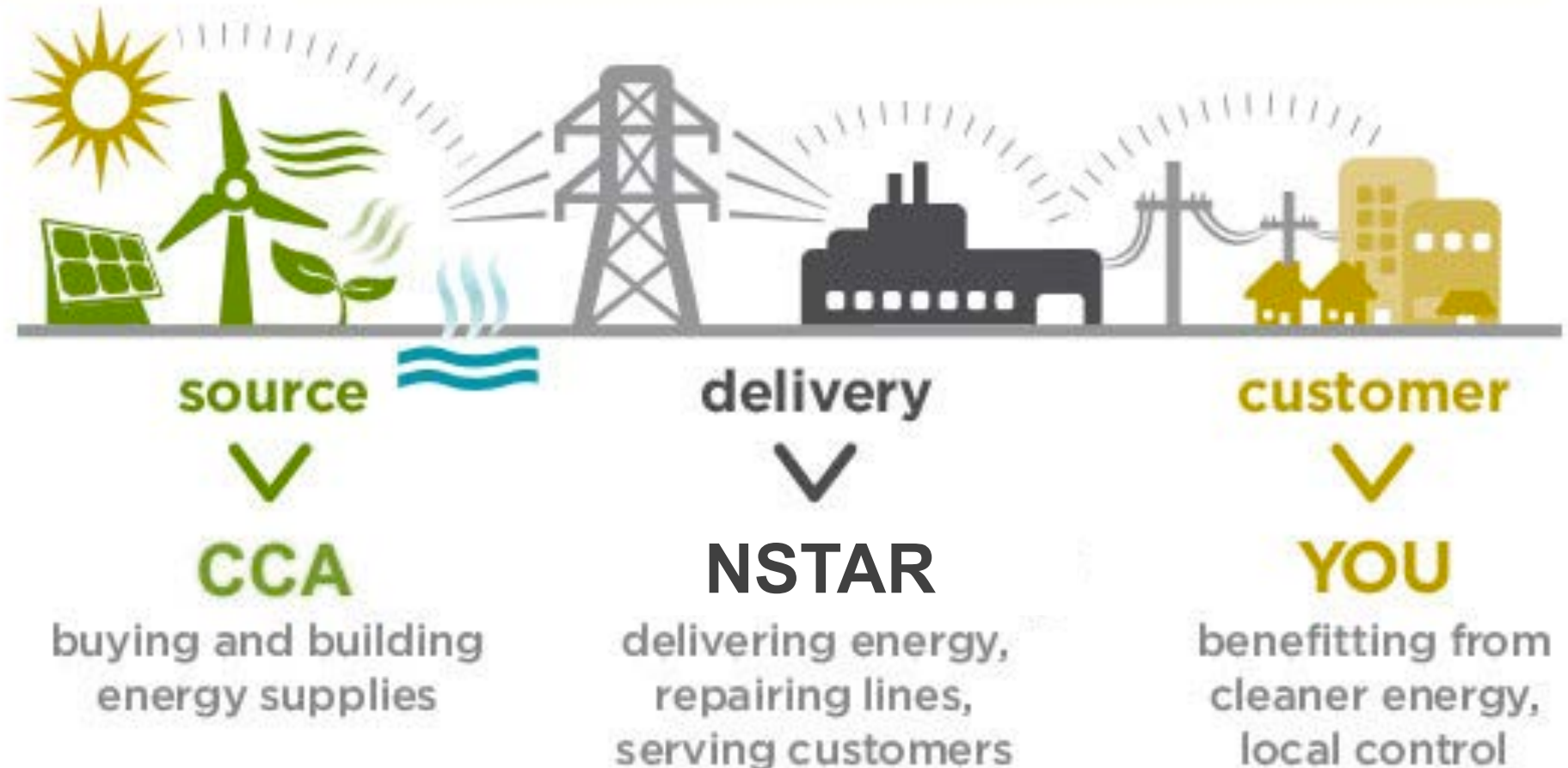




# What is Community Choice?

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## How CCA Works



Account Number

H

LEXINGTON MA 02420-1824

NSTAR Electric

Please Pay By

Jul. 19, 2014

Please Pay Amount

\$117.17

Amount Enclosed

MOVING? PLEASE LET US KNOW, OTHERWISE YOU MAY BE RESPONSIBLE FOR ENERGY USE AFTER YOU MOVE.

Service Provided To:

### Electric Bill Summary

Account Number

Please Pay By

July 19, 2014

Please Pay Amount

\$117.17

Current Bill Date

July 1, 2014

Next Meter Read Date

July 30, 2014

#### Highlights From This Month's Billing Period

May 29, 2014 to June 27, 2014

Amount of Your Last Bill	\$52.04
Payment - Thank You	-\$52.04
Previous Balance	\$0.00
Adjustments	\$0.00
Delivery Charges Total	\$61.00
Generation - Supply Total	\$56.17
Total Charges for Electricity	\$117.17
Please Pay Amount	\$117.17

Register today and join the hundreds of NSTAR employees and thousands of other walkers who will be lacing up their sneakers for NSTAR's Walk for Boston Children's Hospital.

The annual walk will be held on Sunday, June 8 with funds raised supporting Children's Hospital Boston's patient care, pediatric research and community health programs.

For more information, to register, or to make a donation, visit [bostonchildrenshospital.org/walk/](http://bostonchildrenshospital.org/walk/)

[www.nstar.com](http://www.nstar.com)

800-592-2000

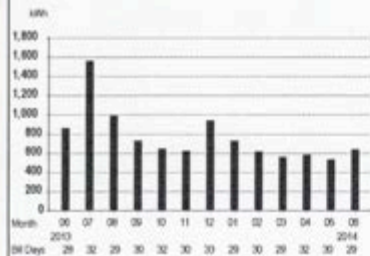
#### Electric Bill Comparison

	Current Month	Last Month	Last Year
<b>Electric Charges</b>	<b>\$117.17</b>	<b>\$98.98</b>	<b>\$145.54</b>
Total Electricity Use (kWh)	639	534	859
Delivery Charges (per kWh) <i>Cost to deliver electricity to your home.</i>	9.5¢	9.7¢	9.3¢
<b>Delivery Charges Total</b>	<b>\$61.00</b>	<b>\$52.04</b>	<b>\$80.00</b>
Generation Charges (per kWh) <i>Cost to purchase electricity from VIRIDIAN</i>	8.7¢	8.7¢	7.6¢
<b>Generation Total</b>	<b>\$56.17</b>	<b>\$46.94</b>	<b>\$65.54</b>

#### Bill Analysis

Billing Days	29	30	28
Avg. Daily Electric Use (kWh)	22.0	17.8	30.6
Avg. Daily Temp (degrees)	59	60	72

#### Your Electricity Use By Month At A Glance



Customers continue to receive one bill

### Electric Bill Comparison

	Current Month	Last Month	Last Year
<b>Electric Charges</b>	<b>\$117.17</b>	<b>\$98.98</b>	<b>\$145.54</b>
Total Electricity Use (kWh)	639	534	859
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Generation Charges (per kWh) <i>Cost to purchase electricity from VIRIDIAN</i>	8.7¢	8.7¢	7.6¢
<b>Generation Total</b>	<b>\$56.17</b>	<b>\$46.94</b>	<b>\$65.54</b>

Community Choice supplier's name listed here

# ***Community Choice Approval Process***



- Town Meeting approval
- Issue RFP to hire an energy broker (at no cost to Town)
- Broker develops aggregation plan with DOER  
(At no cost to Town)
- Selectmen approve aggregation plan  
(with no obligation to choose a competitive supplier)
- DPU approval of plan (at no cost to Town)
- Broker issues RFP for competitive supplier
- Town chooses competitive supplier
  - No obligation to proceed and no cost to Town if none of the proposals are acceptable



# *Community Choice*

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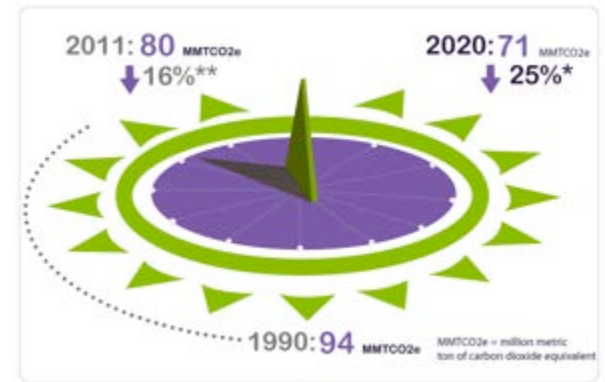
- Residents and businesses can opt out at any time without penalty, choose their own competitive supplier, return to NSTAR Basic Service or opt back into the program at any time.



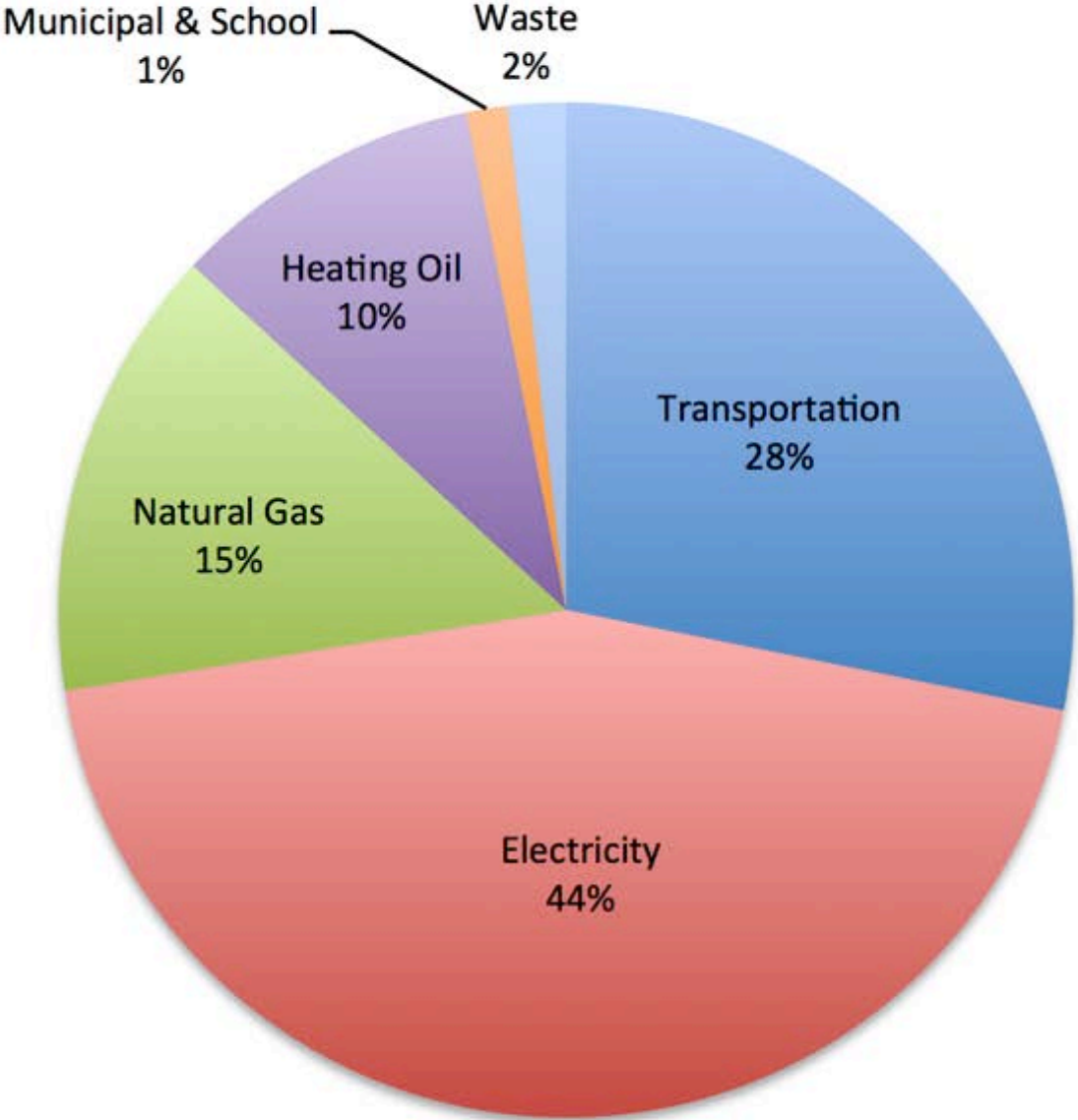
# Global Warming Solutions Act

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- Emission Reduction Goals
  - 25% reduction by 2020
  - 80% reduction by 2050
- Primary Methods
  - Energy Efficiency / Demand Reduction
  - Greening the Grid
    - Community Choice accelerates our progress



# 2012 GHG Emissions in Lexington



# ***Lexington's Electricity Usage***

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- Town of Lexington, residents, and businesses use about 450 million kWh of electricity per year.
- About 150 million kWh is supplied by NSTAR at Basic Service Rates.
- Currently Town of Lexington is buying 9 million kWh per year of cleaner and cheaper electricity from a competitive supplier.



# ***Why Community Choice?***

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- Local governments are achieving a powerful range of objectives for their constituents
- Competitive, often significantly lower, electricity rates
- Transition to a cleaner, more efficient energy supply
- Consumer choice, consumer protection, local control





# ***Draft Warrant Article***

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- To see if the Town will vote to authorize the Board of Selectmen to enter into a Community Choice Aggregation Program and contract for electric supply for Lexington residents and businesses as per MGL 164, Section 134, or otherwise act thereon.



# ***Community Choice Next Steps***

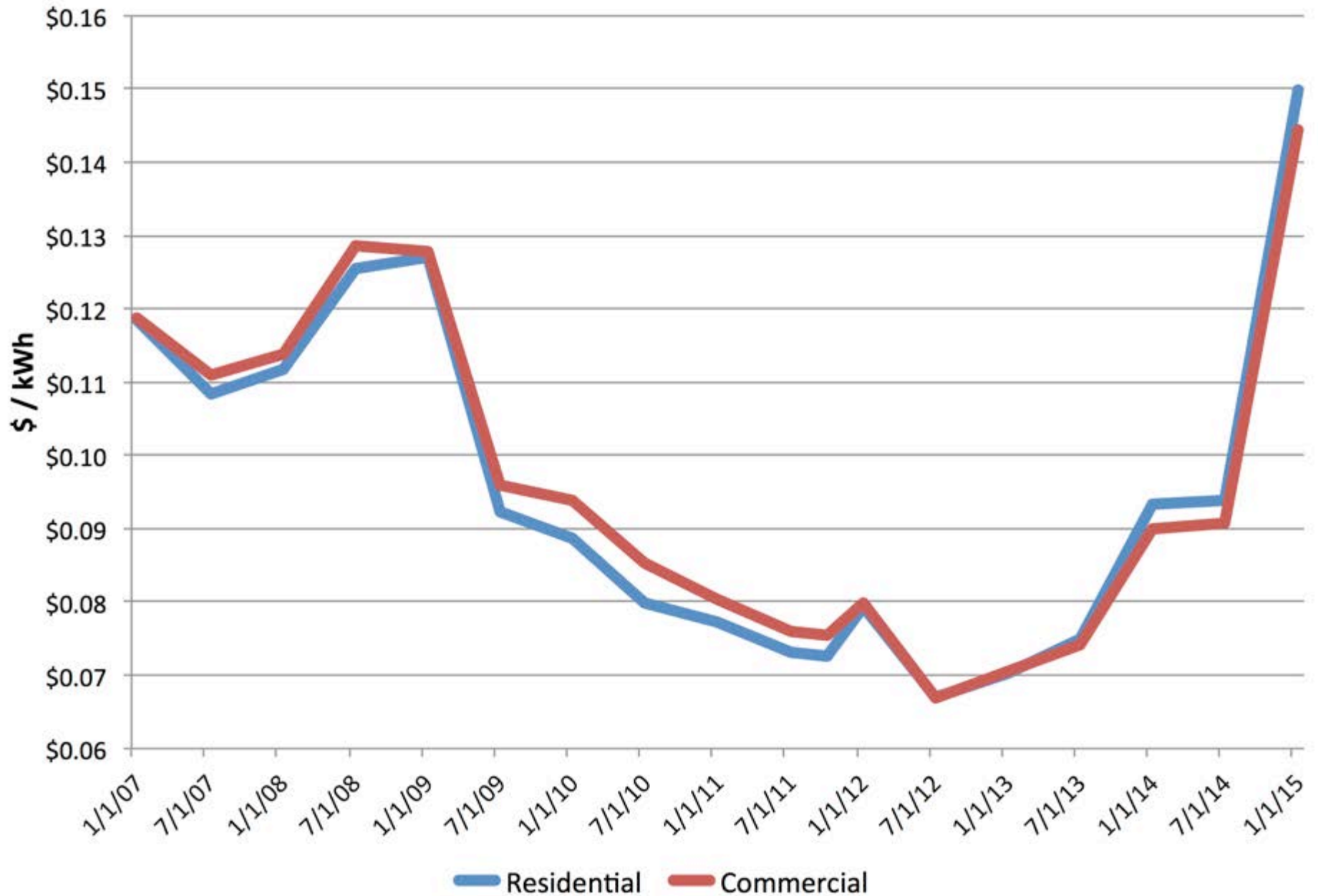
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- Community Choice Task Force recommends that the Board of Selectmen submit a warrant article seeking Town Meeting authorization for the Board of Selectmen to enter into a Community Choice Aggregation program.
- Sustainable Lexington Committee unanimously supports this recommendation.





# NSTAR Electricity Generation Rates



# *Competitive Suppliers*

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- The Massachusetts DPU must approve all competitive electric suppliers that are allowed to supply electricity in the Commonwealth.

[http://www.nstar.com/ss3/residential/competitive\\_supply/suppliers.asp](http://www.nstar.com/ss3/residential/competitive_supply/suppliers.asp)

<http://web1.env.state.ma.us/DPU/FileRoom/Licenses>





# Start a Community Choice Aggregation Program

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Community choice aggregation (CCA), also known as municipal electric aggregation, is a way for one or a group of cities and towns currently served by investor-owned utilities to use bulk purchasing power to negotiate electric supply on behalf of their residents and small businesses currently on basic service. Typically in Massachusetts, residents and businesses receive their utility's basic service supply by default. Communities with CCA can contract for rates and renewable energy content with competitive suppliers and obtain funds to provide energy efficiency services to residents. This strategy outlines how to initiate a community choice aggregation program.

## Advantages and Disadvantages of CCA

Note: Some of the following benefits of CCA may not be able to be realized at the same time, such as lower rates and higher renewable energy content.

### Possible advantages of CCA include:

- **Lower rates** – CCA rates can be lower than basic service rates depending on when rates are locked in and the bids are received. When deregulation occurred in Massachusetts in 1997, initial contracted rates were required to be lower than the investor-owned utility's standard offer. Since the standard offer expired in 2005, this restriction no longer applies.
- **Consumer education** – Public meetings, posted notices, press releases, newspaper articles and notifications enclosed in electric bills can lead to greater consumer awareness of where their electricity comes from and what other suppliers exist, in addition to informing consumers of their ability to opt out of the aggregation by choosing basic service or a competitive supplier.
- **Consumer protection** – As more energy brokers enter the deregulated market, consumers are increasingly approached by brokers attempting to sell them energy contracts. CCAs offer municipalities a way to vet brokers and suppliers for residents through government procurement procedures.

- **Increased renewable portfolio** – CCAs give communities the opportunity to purchase energy with a higher renewable content than the Massachusetts [Renewable Portfolio Standard](#), which requires electric suppliers to obtain a designated percentage of their energy content from renewable sources each year. Through 2013, the state RPS requires that eight percent of electricity sales to end-users come from new (built after December 31, 1997) renewable energy sources, increasing by one percent each year with no mandated expiration date.
- **Reserve fund** – A municipality can choose to receive a fee from the supplier that can be dedicated to funding energy efficiency or renewable projects, such as the purchase and installation of high-efficiency streetlights or solar photovoltaic panels.
- **Energy efficiency funds** – If a municipality chooses to collect the systems benefit charge for energy efficiency (0.25 cents/kWh), it will gain control of the funds to run its own energy efficiency programs. To date, only the Cape Light Compact has done so in Massachusetts – likely due to the economies of scale available to a large regional aggregation.
- **Electric consumption information** – By forming a CCA, communities are able to more easily obtain data on their residents’ aggregate energy use. This data, which is extremely useful for energy reduction and climate change planning purposes, can otherwise be difficult to acquire from investor-owned utilities (IOUs).
- **Rate stability** – CCAs can choose longer-term contracts (a year or more) in order to buffer customers from the volatility of the electricity market.

**Possible disadvantages of CCA include:**

- **Higher rates** – After the contract has been executed, the utility’s basic service rates could drop below the CCA rates. Note that as of November 27, 2013, the DPU has decided that aggregations cannot be temporarily suspended. If an aggregation puts its customers back on the utility’s basic service, it will need to go through the plan approval process again in order to return them to competitive supply.
- **Political fallout** – Some residents and small businesses may be upset that the program is opt-out rather than opt-in. Additionally, there could be backlash if basic service rates drop below the CCA rates or the program is disbanded.
- **Administrative costs** – While brokers who are paid by the supplier rather than the municipality do much of the research and paperwork for the CCA, municipal employees must monitor the brokers and deal with public response.

## Program Overview

Implementation Steps	Objectives	Key Implementers	Estimated Time Frame
<b>Initial research</b>	Learn about CCA and the potential role it could play in your community.	Town Administrator or Relevant Municipal Staff	
<b>Authorize CCA</b>	Authorize development of an aggregation plan by majority vote in city council or town meeting.	City Council or Town Meeting	1 month
<b>Issue RFP for energy broker (optional)</b>	Hire a broker for assistance in the design, implementation, and ongoing monitoring of the aggregation plan.	Town Administrator or Energy Planner	2 months
<b>Develop aggregation plan with DOER</b>	Draft a plan with the input of DOER that meets the goals of the community and the requirements of the DPU.	Broker, Town Administrator or Energy Planner	2 months
<b>Approve aggregation plan</b>	Authorize plan to be filed with the DPU.	City Council or Board of Selectmen	1 month
<b>Submit aggregation plan to DPU</b>	Petition the DPU to authorize the CCA.	Broker	6 months
<b>Issue RFP for competitive supplier</b>	Solicit competitive bids for the CCA contract.	Broker	1 month
<b>Execute contract with supplier</b>	Choose supplier for the CCA.	Town Administrator or Energy Planner	
<b>Notify customers</b>	Inform customers about the CCA and the opt-out period.	Broker	2 months
<b>Begin automatic enrollment</b>	Enroll basic service customers who have not opted out.	Utility	1 month

## Program Implementation Steps

### 1. Initial Research.

- Conduct feasibility study** – Consider conducting independent research, as well as meeting with multiple energy brokers for expertise and guidance. Although the Department of Energy Resources (DOER) aggregation guide recommends feasibility studies, which outline potential savings, analyze power supply information and provide engineering evaluations of the distribution network, they are not required. However, brokers often include this information in their formal bid to the municipality or in informational sessions prior to release of the broker RFP. Therefore, paying for a formal feasibility study may be an unnecessary expense.



- **Contact DOER** – Municipalities should reach out to the DOER as early in the process as possible through the Green Communities Regional Coordinator for their region, even if the community has not received a Green Community designation.

## 2. Authorize CCA

- **Vote in city council or town meeting** – Before a municipality can design an aggregation plan, there must be an affirmative vote at city council or town meeting. If two or more municipalities decide to pursue a joint CCA, they must individually authorize it by majority vote.

## 3. Issue RFP for Energy Broker (Optional)

- **Hire a broker** – Massachusetts General Law does not require municipalities to contract with an energy broker to facilitate the CCA process; however, due to the significant time investment and technical knowledge brokers provide, the five individual municipalities that have implemented CCA in Massachusetts as of August 2013, hired a broker for assistance in the design, implementation, and ongoing monitoring of their aggregation. Brokers also assume the majority of the upfront risk for the process, including legal and Department of Public Utilities (DPU) filing fees. They do not receive compensation until after the competitive supplier has been chosen. Brokers are paid by the supplier, and in Massachusetts have historically received \$0.001 (a mil adder) per kWh consumed by the CCA. The broker helps develop the aggregation plan, assists in the DPU approval process, and issues the RFP for a competitive supplier once the aggregation plan has been approved. The broker can also facilitate the customer opt-out notification process (typically paid for by the supplier) and provides ongoing customer support. Additionally, the broker monitors competitive supply and utility rates on an ongoing basis.
- **Bid out contract** – Broker contracts are exempt from standard procurement procedure ([M.G.L. ch. 30B](#)), but procurement may provide transparency and defend the validity of the municipality's ultimate choice if those consulting services are obtained through a competitive Request for Proposals (RFP). Using the competitive process outlined in M.G.L. ch. 30B, even for exempt contracts, is considered a best practice by the Massachusetts Office of the Inspector General.

## 4. Develop Aggregation Plan with DOER

- **Draft plan** – The plan must demonstrate how the CCA will provide universal access, reliability, and equitable treatment of all classes of customers. The broker typically designs the plan based upon the specific needs of the municipality. Each municipality is required to consult with DOER prior to submitting the plan to the DPU. This consultation is intended to help streamline the DPU approval process by identifying areas in the plan that are unclear, that have previously caused delays for other CCAs, or that may otherwise be flagged by the DPU or the Attorney General.

## 5. Approve Aggregation Plan

- **Review and approve** – A municipality must make the plan available for review by its citizens through a public posting or hearing, and the plan must be approved by the board of selectmen or city council.

## 6. Submit Plan to DPU

- **File for DPU review and approval** – The municipality, with the help of the energy broker, must petition the DPU to officially authorize the CCA. This is typically the longest part of the process. It includes an initial filing with DPU, comment periods where other parties may intervene with questions or concerns (such as the Attorney General or the IOU in the service area), information request and discovery periods, and a public hearing. Electronic copies of DPU filings, comments and follow-ups are available on the [DPU website](#), and municipalities should review the proceedings of previous CCA plans to avoid delays caused by questions that have been addressed in prior filings. If a plan is found to be in compliance with regulation, it will be approved by a formal order.

## 7. Issue RFP for Competitive Supplier

- **Set parameter for supply bids** – The RFP for competitive supply should articulate the specific energy needs of the municipality identified in the CCA plan. Suppliers may be asked to bid on multiple supply and term options. For example, if the municipality wants to offer residents an option to buy power that exceeds the Massachusetts RPS, it may request that the supplier provide pricing for both a basic rate and “green” rates with certain percentages of renewable content. Many RFPs ask for 3-, 6-, 9-, 12-, and 24-month options. While longer-term contracts (6-plus months) may offer a certain amount of price stability, several of the approved aggregation plans have chosen to pursue six-month contracts that mirror the six-month timetable that the IOUs are required to follow. The energy broker is typically responsible for issuing the RFP for competitive supply on behalf of the town, evaluating bids according to the specific goals of the municipality, and recommending a supplier.

## 8. Execute Contract with Supplier

- **Choose competitive supplier** – The municipality ultimately chooses the supplier and executes the contract.

## 9. Notify Customers of Opt-Out Period

- **Detail opt-out choices** – The CCA must inform basic service customers by mail at least 30 days prior to automatic enrollment that their electric supply will be switched to the chosen competitive supplier and the new rate. They must also notify affected customers that they have the right to opt out of the CCA within 180 days without an exit charge and anytime thereafter (historically, also without an exit charge). The notification must also disclose the utility’s basic service rate and detail how customers can opt out or choose

another competitive supplier. The customer may also opt out or in at any point by contacting the broker or supplier. For the five individual municipalities that have authorized CCA, the opt-out process was funded by the supplier and administered by the energy broker. Customers could opt out by returning the initial opt-out postcard, by phone, or online by visiting the broker's website.

## **10. Begin Automatic Enrollment**

- **Enroll basic service customers** – All ratepayers on the utility's basic service who do not opt out of the CCA will be automatically enrolled in the plan. They will continue to receive an electricity bill from their utility, which displays separate delivery and supply charges. Delivery charges (distribution, transmission) will remain with the utility, but the supply section (generation charge) will list the new competitive supplier. Customers will pay one bill directly to the utility, and supply charges will be passed through the utility to the supplier.

## **11. Monitor Market (Ongoing)**

- **Watch rates** – The broker continues to monitor the electricity market, secures rates when they are favorable, and notifies the municipality if utility basic service rates have dropped below competitive rates.

## **12. Submit Aggregation Status Report (Annually)**

- **Compile CCA performance data** – Within 30 days of the end of the first year of operation, a CCA must submit an annual aggregation status report to the Director of the Green Communities Division of DOER. The status report should include the number of participants by customer type (residential, commercial, industrial), the number of customers opting out by type, load served, contractor costs, and savings data.

## **13. Pursue Energy Efficiency Systems Benefit Funds (Optional)**

- **Administer energy efficiency programs** – [Massachusetts CCA legislation](#) (M.G.L. Ch. 164 S. 134b) allows a municipality to administer the energy efficiency systems benefit charge currently paid by all ratepayers of IOUs. IOUs administer energy conservation and efficiency programs through MassSave, but municipalities pursuing CCA may choose to take this funding to run their own localized efficiency programming that conforms to MassSave guidelines. Currently, only the regional Cape Light Compact has pursued this option. The burden of administering efficiency programming might be cost-prohibitive for single-municipality CCAs due to economies of scale.
- **Adopt energy plan** – If a municipality decides to seek control of these funds, it must adopt an energy plan through an affirmative vote in city council or town meeting that articulates how the CCA will administer demand-side management programs. The plan must be approved by the DPU. Municipalities interested in administering the energy efficiency systems benefit charge should review the Cape Light Compact DPU filings and consult with the DOER.

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## References

- “Community Choice Aggregation: Municipal Bulk Buying of Electricity in Massachusetts.” Tufts University (2013)  
[http://ase.tufts.edu/uep/degrees/field\\_project\\_reports/2013/Team\\_7\\_Final\\_Report\\_2013.pdf](http://ase.tufts.edu/uep/degrees/field_project_reports/2013/Team_7_Final_Report_2013.pdf)
- “Guide to Municipal Electric Aggregation in Massachusetts.” Department of Energy Resources. (2004)  
<http://www.mass.gov/eea/docs/doer/electric-deregulation/agg-guid.pdf>
- “Load Aggregation Programs.” M.G.L. Chapter 164 Section 134.  
<http://www.malegislature.gov/Laws/GeneralLaws/PartI/TitleXXII/Chapter164/Section134>
- “Choosing a Competitive Supplier.” Massachusetts Executive Office of Energy and Environmental Affairs.  
<http://www.mass.gov/eea/energy-utilities-clean-tech/electric-power/electric-market-info/competitive-supplier.html>
- “Petition of City of Lowell for approval by the Department of Public Utilities of its municipal aggregation plan pursuant to G.L. c. 164, § 134.” Massachusetts Department of Public Utilities.  
<http://www.env.state.ma.us/dpu/docs/electric/12-124/12-124-Order-6700.pdf>

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:** 11/17/14

**PRESENTER:** Joe Pato

**ITEM NUMBER:** I.9

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**SUBJECT:**

Selectmen Committee Appointments

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**EXECUTIVE SUMMARY:**

The Council for the Arts requested that Seetha Ramnath be appointed.

The Greenways Corridor Committee requested that Kevin Breunig be appointed.

Frederick Weiss is interested in becoming a member of the Retirement Board.

See attached information.

**FINANCIAL IMPACT:**

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**RECOMMENDATION / SUGGESTED MOTION:**

Motion to appoint Seetha Ramnath to the Council for the Arts to for a term to expire September 30, 2017.

Motion to appoint Kevin Breunig to the Greenways Corridor Committee to fill the unexpired term of Richard Abrams until September 30, 2015.

Motion to appoint Frederick Weiss to the Retirement Board for a 3-year term to expire November 16, 2017.

**STAFF FOLLOW-UP:**

Selectmen's Office

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:** 11/17/14

**STAFF:** Lynne Pease

**ITEM NUMBER:** I.10

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**SUBJECT:**

Limousine License –R&M Ride, 24 Deering Avenue

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**EXECUTIVE SUMMARY:**

Attached is an application for a Limousine License. This is a request to get a license for a new vehicle to replace the one he currently has licensed.

**FINANCIAL IMPACT:**

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**RECOMMENDATION / SUGGESTED MOTION:**

Motion to approve the application and issue one (1) Limousine License to R&M Ride , 24 Deering Avenue.

**STAFF FOLLOW-UP:**

Selectmen's Office

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:** 11/17/14

**STAFF:** Lynne Pease

**ITEM NUMBER:** I.11

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**SUBJECT:**

Approve Class II License – Minutementech Automotive, LLC

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**EXECUTIVE SUMMARY:**

Minutementech Automotive, LLC is requesting your approval for a Class II license. Since this is a residential location the license will state that no vehicles are to be stored at 6 Fulton Road at any time.

They have provided all the necessary information and a CORI check showed no information.

See attached information.

**FINANCIAL IMPACT:**

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**RECOMMENDATION / SUGGESTED MOTION:**

Motion to approve the application and issue a Class II license to Minutementech Automotive, LLC, 6 Fulton Road, provided no vehicles are stored at the property at any time.

**STAFF FOLLOW-UP:**

Selectmen's Office

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:**

November 10, 2014

**STAFF:**

William P. Hadley, Director



**ITEM NUMBER:**

Consent

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**SUBJECT:**

Commitments of Water and Sewer Charges

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**EXECUTIVE SUMMARY:**

Commitment of Water and Sewer Charges October 2014 Finals	\$17,002.87
Commitment of Water and Sewer Charges October Cycle 9	\$343,728.14
Commitment of Water and Sewer Charges Section 1 Bill Run	\$1,283,146.95
Total	\$ 2,643,877.96

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**FINANCIAL IMPACT:**

Allows the reconciliation with the General Ledger.

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**RECOMMENDATION / SUGGESTED MOTION:**

Motion to approve the Water and Sewer commitments as noted above.

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**STAFF FOLLOW-UP:**

Revenue Officer





Department of Public Works  
Town of Lexington  
Water and Sewer Enterprise Funds  
FISCAL YEAR 2015

COMMITMENT FA0115	SECTION 1	GRAND TOTALS
	SEPTEMBER 2014	
WATER	\$998,524.76	\$998,524.76
SEWER	\$1,284,622.19	\$1,284,622.19
TOTAL:	<u>\$2,283,146.95</u>	<u>\$2,283,146.95</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 eighty-three thousand, one hundred forty-six dollars and 95/100*

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

  
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DIRECTOR OF PUBLIC WORKS

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BOARD OF SELECTMEN

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



Department of Public Works  
Town of Lexington  
Water and Sewer Enterprise Funds  
FISCAL YEAR 2015  
OCTOBER Cycle 9 Billing

	CYCLE 9 DATE	GRAND TOTALS
WATER	\$335,609.90	\$335,609.90
SEWER	\$3,123.10	\$3,123.10
FEE FOR BEDFORD	\$4,995.14	\$4,995.14
TOTAL:	<u>\$343,728.14</u>	<u>\$343,728.14</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 hundred seventy-two thousand, nine hundred ninety-four dollars and 57/00*

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

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\_\_\_\_\_  
BOARD OF SELECTMEN

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



Department of Public Works  
Town of Lexington  
Water and Sewer Enterprise Funds  
FISCAL YEAR 2015  
OCTOBER 2014 Final Water Bills

	FINALS	GRAND TOTALS
WATER	\$9,155.67	\$9,155.67
SEWER	\$7,847.20	\$7,847.20
TOTAL:	<u>\$17,002.87</u>	<u>\$17,002.87</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:

*Fourteen thousand, three hundred eighty-five dollars and 47/100*

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

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*William J. Hadley*  
\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN

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

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:** 11/17/14

**PRESENTER:** Joe Pato

**ITEM NUMBER:** C.2-4

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**SUBJECT:**

Consent

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**EXECUTIVE SUMMARY:**

2. Approve Tax Bill Insert for Bicycle Safety Flyer at request of the Bicycle Advisory Committee.
3. Approve the minutes of October 6, 2014.
4. Approve executive session minutes of October 20, 2014 and November 3, 2014.

See attached information.

**FINANCIAL IMPACT:**

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**RECOMMENDATION / SUGGESTED MOTION:**

Motion to approve the Consent Agenda.

**STAFF FOLLOW-UP:**

Selectmen's Office

## Taking the Lane

### Why is that bicyclist out in the lane?

To avoid car doors.



To avoid potholes, debris, or other obstructions, or because the lane is too narrow to share safely.



To prepare for a left turn.



## Massachusetts Law

### summarized from Massachusetts General Law, Chapters 85, 89, 90

- Cyclists may ride on any road where not prohibited by posted signs
- Cyclists must use a white headlight and red taillight or rear reflector from 1/2 hour after sunset until 1/2 hour before sunrise
- Cyclists may pass traffic on the left or right
- Motorists must check for bicyclists before opening their car doors.
- Motorists must yield to oncoming bicyclists when making left turns
- Motorists must not make an abrupt right turn immediately after passing a bicyclist

For more information, see

<http://massbike.org/resourcesnew/bike-law>

## Lexington Bike Resources

### General Opinions and Questions

Bike Lexington Discussion List:

[bike\\_lexington@yahogroups.com](mailto:bike_lexington@yahogroups.com)

### Bicycle Advisory Committee Meetings

Held monthly on second Thursday at 7 PM in the Parker Room in the Town Office Building.

## Draft: Bike Lexington!

### Road Markings

These markings show where cyclists should stop to activate a loop-controlled traffic signal.



Sharrows ("share-the-road arrows") help cyclists position themselves in the lane to avoid obstructions.



Only cyclists may use bike lanes, but cyclists may ride outside of bike lanes.



## Hazard Avoidance

Beware of turning vehicles and large trucks or busses traveling at high speed.



At red lights, stop where motorists can see you. When the light turns green, remember that motorists may suddenly make a right turn in front of you without signaling.



Keep away from the sides of parked or stopped cars to avoid being hit by an opening door.



For more tips, visit:

<http://bicyclesafe.com/>

## Riding at Night

### Reflectors

Reflectors and reflective tape increase visibility of shoes, helmets, and leashes.



### “Be-seen” lights (20-100 lumen)

These lights do not allow you to see the road well, but help make you visible to motorists and satisfy the legal minimum at night.



### “See” lights (150-750 lumen)

These lights provide excellent visibility and allow you to see the road. If possible, cover the top portion of the beam when approaching others on the bikeway.



## Courtesy on Bikeways



### Keep to the right

Stay to the right of the center line, and be attentive to those wishing to pass. If you need more space, try using the area beside the path.

### Be responsible with animals

Keep animals on a short leash and keep both animal and leash where they won't trip cyclists and runners. Pick up animal waste.

When approaching an animal, make an audible signal and proceed with caution.

### Be responsible with children

Teach your children to stay to the right, and to respond to warnings from oncoming traffic. Do not allow them to wander dangerously over the path.

When approaching a child, make an audible signal and be on the lookout for sudden movements.

### Pass cautiously; be aware of your surroundings

Do not squeeze through narrow gaps in bike path traffic at high speeds or obstruct traffic. Pay attention to your surroundings.

**Signal that you are about to pass: ring a bell or say “on your left”.**

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

**DATE:**

November 17, 2014

**PRESENTER:**

Carl F. Valente, Denise Casey  
Brian Higgins

**ITEM NUMBER:**

Executive Session

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**SUBJECT:** Exemptions 3 and 6 – Coalition Bargaining and Fire Station/Public Safety Site Options.

*Suggested Motion by Chair for Executive Session: I move that the Board of Selectmen go into Executive Session to discuss strategy with respect to Coalition Bargaining and to consider the purchase, exchange, lease or value of real property for a Fire Station or Public Safety facility site, and to reconvene in Open Session only to adjourn. Further, as Chairman I declare that an open meeting discussion may have a detrimental effect on the bargaining position and negotiating position of the Town.*

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**EXECUTIVE SUMMARY:**

1. Update on status of Coalition Bargaining negotiations.
2. Update on potential Fire station/public safety facility site.

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**FINANCIAL IMPACT:**

NA

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**RECOMMENDATION / SUGGESTED MOTION:**

NA

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**STAFF FOLLOW-UP:**

NA