

SELECTMEN'S MEETING
Monday, June 1, 2015
Selectmen Meeting Room
7:00 PM

AGENDA

PUBLIC COMMENTS

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

SELECTMAN CONCERNS AND LIAISON REPORTS

TOWN MANAGER REPORT

ITEMS FOR INDIVIDUAL CONSIDERATION

- | | | |
|-----|---------------------------------------------------------------------------|---------|
| 1. | Review of Fife & Drum Tattoo on Battle Green (5 min.) | 7:00 PM |
| 2. | Grant of Location - Eversource Energy (5 min.) | 7:05 PM |
| | a. Eldred Street | |
| | b. Cary Avenue | |
| 3. | Discussion of School District Building Projects Plan (10 min.) | 7:10 PM |
| 4. | Approve Temporary Signage for Bikeway (5 min.) | 7:20 PM |
| 5. | Parking Regulation for Follen Road by Sacred Heart Church (5 min.) | 7:25 PM |
| 6. | Public Works Projects Update (30 min.) | 7:30 PM |
| 7. | Goal Setting Discussion (10 min.) | 8:00 PM |
| 8. | Notice of Exercise for Wright Farm Parcel 2 | 8:10 PM |
| 9. | Approve Farmers' Market Winery License (5 min.) | 8:15 PM |
| 10. | Approve Sunday Entertainment License for Fiesta Shows/Lions Club (5 min.) | 8:20 PM |
| 11. | Approve Limousine License Renewals (5 min.) | 8:25 PM |
| | a. Back Bay Sedan Services, 37 Woburn Street | |
| | b. Boyadjian Limousine Service, 447 Lowell Street | |
| 12. | Selectmen Committee Reappointments - LexHAB (5 min.) | 8:30 PM |
| 13. | New Selectmen Emails and Technical Support (10 min.) | 8:35 PM |

CONSENT AGENDA

- | | | |
|----|------------------------------------------------------------------|---------|
| 1. | Commitment of Water and Sewer Charges | 8:45 PM |
| 2. | Authorize the Chairman to Approve Lowering the Battle Green Flag | 8:45 PM |

EXECUTIVE SESSION

1. Exemption 3 and 6: School Department Collective Bargaining Update; Consider Purchase, Exchange, Lease or Value of Real Property (30 min.)

8:50 PM

ADJOURN

*Hearing Assistance Devices Available on Request
All agenda time and the order of items are approximate
and subject to change.*



AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato/Suzie Barry

ITEM NUMBER:

I.1

AGENDA ITEM TITLE:

Review of Fife & Drum Tattoo on Battle Green (5 min.)

SUMMARY:

Tanya Morrisett will be at your meeting to discuss how the Fife and Drum Tattoo went holding it on the Battle Green.

RECOMMENDATION / SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

7:00 PM

ATTACHMENTS:

Description	Type
☐ Fife & Drum Letter	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

I.2

AGENDA ITEM TITLE:

Grant of Location - Eversource Energy (5 min.)

SUMMARY:

See attached request for approval of two Grant of Locations from Eversource for Eldred Street and Cary Avenue.

Sheila Gillis will be at your meeting representing Eversource Energy.

RECOMMENDATION / SUGGESTED MOTION:

See attached Agenda Item Summaries.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

7:05 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Eversource - Eldred Street - Install Conduit	Cover Memo
<input type="checkbox"/> Eversource - Cary Avenue - Install Conduit	Cover Memo

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

May 11, 2015

STAFF:

William Hadley, Director

ITEM NUMBER:

SUBJECT:

Eversource Energy
Eldred St – Install Conduit

EXECUTIVE SUMMARY:

The Department of Public Works/Engineering Division has reviewed the petition, plan and order for Eversource Energy, formally NSTAR Electric Company, to install approximately 27 ± feet of conduit from pole 282/1 on Eldred St. This work is necessary to increase capacity to the Town of Lexington. A public hearing is required and abutters have been notified. The contractor who performs the excavation will be required to obtain a Street Opening Permit. Since this petition appears to be in order, we recommend that approval be granted.

FINANCIAL IMPACT:

None

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the petition of Eversource, formally NSTAR Electric to construct, and a location for, a line of conduits and manholes with the necessary wires and cables therein to be located in **Eldred St:**

Westerly @Pole 282/1 install 27'± of conduit.

STAFF FOLLOW-UP:

Engineering Division

**PETITION OF NSTAR ELECTRIC COMPANY FOR LOCATION FOR
CONDUITS
AND MANHOLES**

To the **Board of Selectmen** of the Town of **LEXINGTON** Massachusetts:

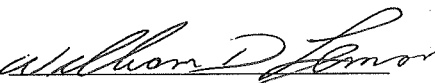
Respectfully represents **NSTAR Electric Company d/b/a Eversource Energy** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **A. Debenedictis Dated April 15, 2015**, and filed herewith, under the following public way or ways of said Town:

Eldred Street – At and westerly from pole 282/1 a distance of about 27 feet – conduit.

WO: (2018364)

NSTAR ELECTRIC COMPANY

BY 
William D. Lemos
Rights & Permits, Supervisor

Dated this 8th day of April 2015

Town of **LEXINGTON** Massachusetts

Received and filed _____ 2015

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of LEXINGTON

WHEREAS, **NSTAR ELECTRIC COMPANY d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY d/b/a Eversource Energy** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Eldred Street – At and westerly from pole 282/1 a distance of about 27 feet – conduit.

WO: (2018364)

All construction work under this Order shall be in accordance with the following conditions:

1. Conduits and manholes shall be located as shown on the plan made by **A.Debenedictis, Dated April 15, 2015**, on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

1	_____	
2	_____	Board of Selectmen
3	_____	the Town of
4	_____	LEXINGTON
5	_____	

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2015 at _____ in said Town.

1	_____	
2	_____	Board of Selectmen
3	_____	the Town of
4	_____	LEXINGTON
5	_____	

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Board of Selectmen** of the Town of **LEXINGTON**, Massachusetts, duly adopted on the _____ day of _____, 2015 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of **LEXINGTON**, Massachusetts

April 23, 2015

Board of Selectmen
Town Hall
1625 Massachusetts Ave
Lexington, MA 02420

RE: **Eldred Street**
Lexington, MA
W.O. #2018364

Dear Members of the Board:

The enclosed petition and plan is being presented by the NSTAR Electric d.b.a Eversource for the purpose of obtaining a Grant of Location to install 27± feet of conduit from pole 282/1 Eldred Street, Lexington. This work is an extension of conduit work being done in Bedford Street continuing into Eldred Street.

This work is being done to increase capacity in this area of Lexington.

If you have any further questions, contact Maureen Carroll @ (781) 314-6421. Your prompt attention to this matter would be greatly appreciated.

Very truly yours



William D. Lemos, Supervisor
Rights and permits

WDL/cf
Attachments

INSTALL 2 - 6" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1

BEDFORD (MDOT) ST

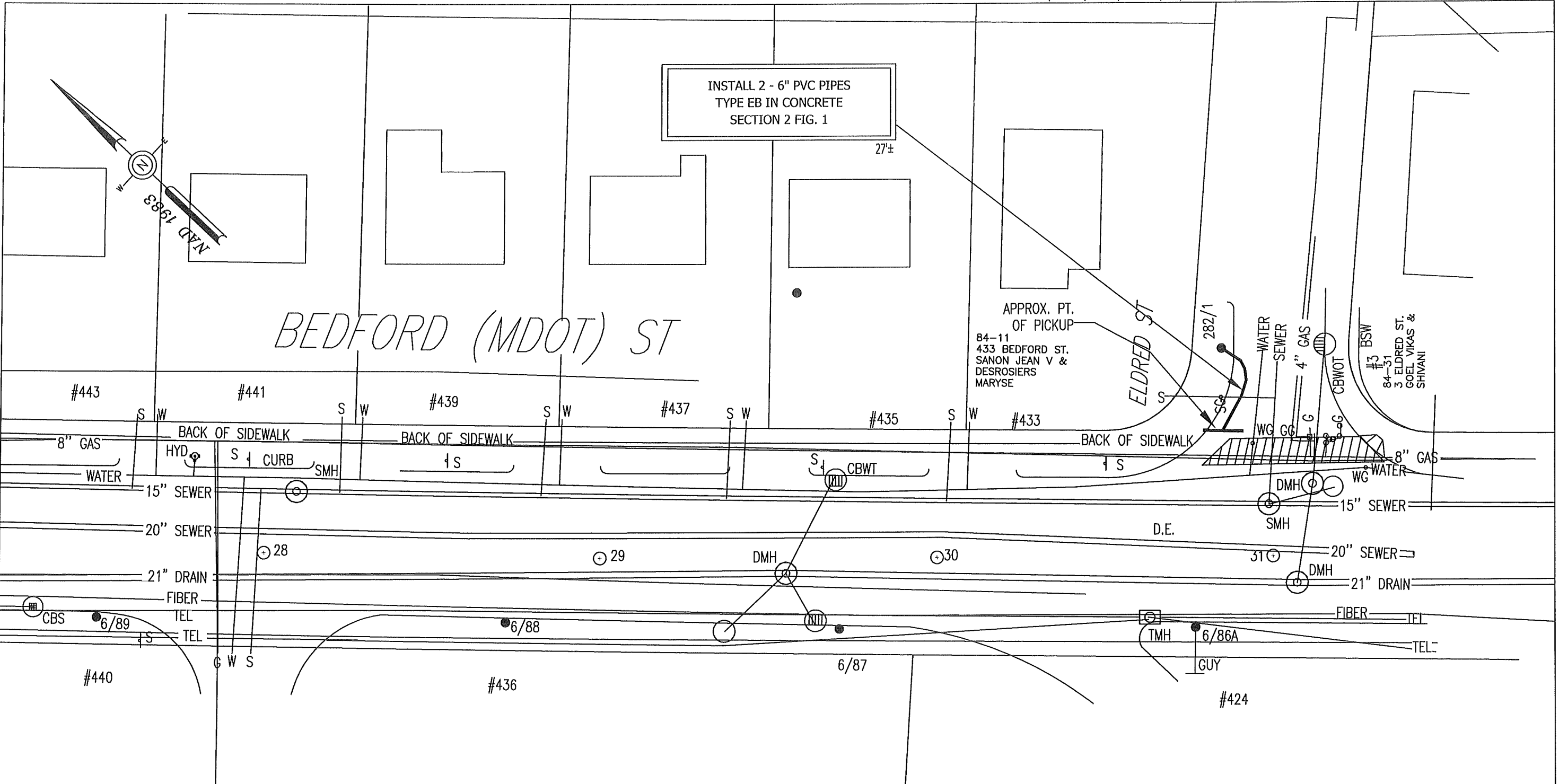
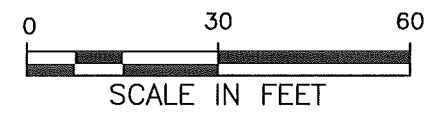
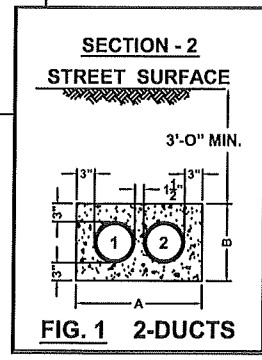


FIG	4" Ducts		5" Ducts		6" Ducts	
	A Inches	B Inches	A Inches	B Inches	A Inches	B Inches
1	16 1/2	10 1/2	18 1/2	11 1/2	21	12 1/2
2	22 1/2	10 1/2	25 1/2	11 1/2	29	12 1/2
3	28 1/2	10 1/2	32 1/2	11 1/2	37	12 1/2
4	16 1/2	18 1/2	18 1/2	18 1/2	21	21
5	22 1/2	16 1/2	25 1/2	18 1/2	29	21
6	16 1/2	22 1/2	18 1/2	25 1/2	21	29
7	16 1/2	28 1/2	18 1/2	32 1/2	21	37
8	28 1/2	16 1/2	32 1/2	18 1/2	37	21
9	22 1/2	22 1/2	25 1/2	25 1/2	29	29
10	34 1/2	16 1/2	39 1/2	18 1/2	45	21
11	16 1/2	34 1/2	18 1/2	39 1/2	21	45
12	22 1/2	26 1/2	25 1/2	32 1/2	29	37
13	28 1/2	22 1/2	32 1/2	25 1/2	37	29
14	40 1/2	16 1/2	46 1/2	18 1/2	53 1/2	21
15	16 1/2	40 1/2	18 1/2	46 1/2	21	53 1/2
16	16 1/2	46 1/2	18 1/2	53 1/2	21	61



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MASS. LAW
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

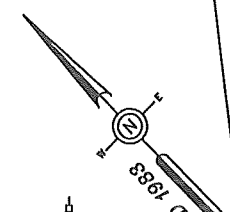
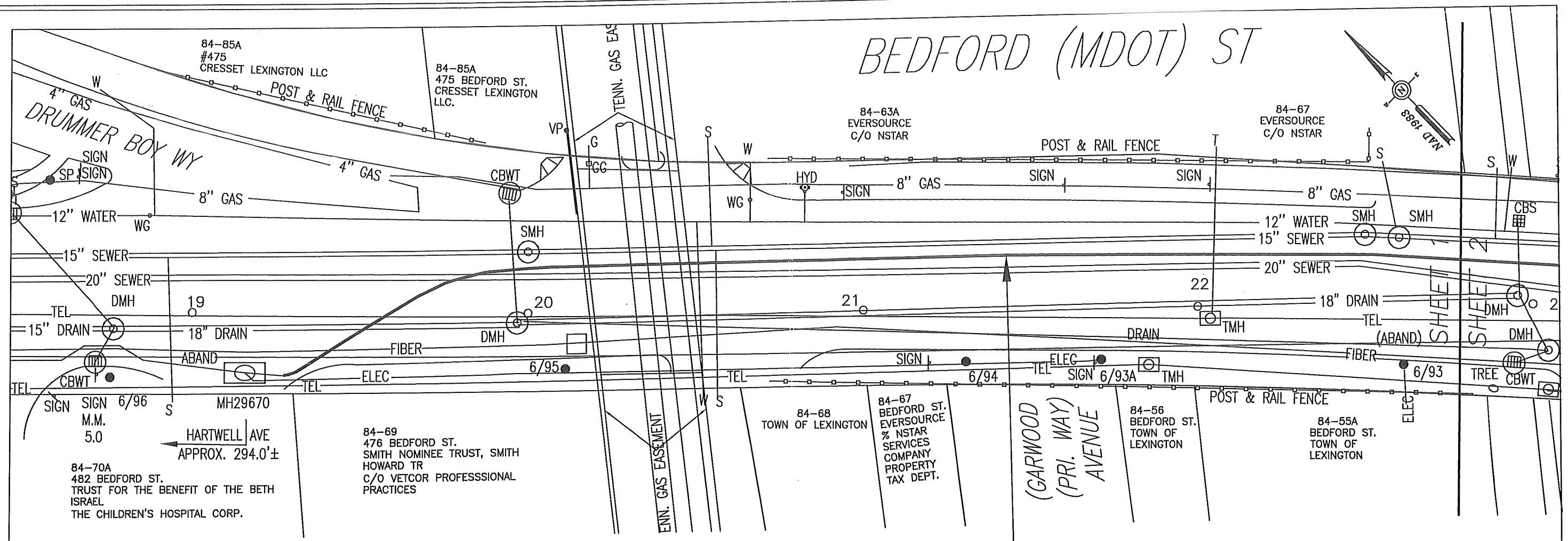
C# 54-15
Ward #
Work Order # 2018364
Surveyed by: LM/BS
Research by: LM
Plotted by: MR
Proposed Structures: MR
Approved: A DEBENEDICTIS
P# 3

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of ELDRED ST
LEXINGTON
Showing PROPOSED CONDUIT LOCATION

Scale 1"=30'
Date APRIL 15, 2015
SHEET 1 OF 1

BEDFORD (MDOT) ST



359.0'±
**INSTALL 6 - 6" PVC PIPES
 TYPE EB IN CONCRETE
 SECTION 2 FIG. 5**

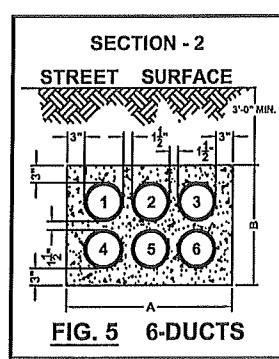
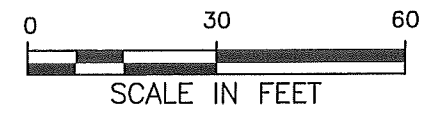


FIG	DIMENSIONS					
	4" Ducts		5" Ducts		6" Ducts	
	A Inches	B Inches	A Inches	B Inches	A Inches	B Inches
1	16 1/2	10 1/2	18 1/2	11 1/2	21	12 1/2
2	22 1/2	10 1/2	25 1/2	11 1/2	29	12 1/2
3	28 1/2	10 1/2	32 1/2	11 1/2	37	12 1/2
4	16 1/2	16 1/2	18 1/2	16 1/2	21	21
5	22 1/2	16 1/2	25 1/2	16 1/2	29	21
6	16 1/2	22 1/2	18 1/2	25 1/2	21	29
7	16 1/2	28 1/2	18 1/2	32 1/2	21	37
8	28 1/2	16 1/2	32 1/2	18 1/2	37	21
9	22 1/2	22 1/2	25 1/2	25 1/2	29	29
10	34 1/2	16 1/2	39 1/2	18 1/2	45	21
11	16 1/2	34 1/2	18 1/2	39 1/2	21	49
12	22 1/2	26 1/2	25 1/2	32 1/2	29	37
13	28 1/2	22 1/2	32 1/2	25 1/2	37	29
14	40 1/2	16 1/2	46 1/2	18 1/2	53 1/2	21
15	16 1/2	40 1/2	18 1/2	46 1/2	21	53 1/2
16	16 1/2	46 1/2	18 1/2	53 1/2	21	61



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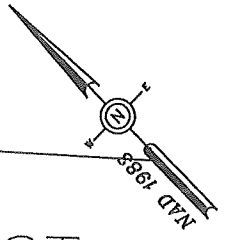
MASS. LAW
 REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 54-15	NSTAR EVERSOURCE ELECTRIC d/b/a 1185 MASSACHUSETTS AVE, DORCHESTER, MASS. 02125
Ward #	
Work Order # 2018364	Plan of BEDFORD STREET, LEXINGTON
Surveyed by: LM/BS	MDOT
Research by: LM	Showing PROPOSED CONDUIT LOCATION
Plotted by: BS	
Proposed Structures: PDM	
Approved: A DEBENEDICTIS	Scale 1"=30' Date 3/26/2015
P# J-1	SHEET 1 of 3

INSTALL CONCRETE MANHOLE
6.0' x 10.0' x 8.0' DEEP
SECTION 3 FIGURE 3

MH30002

BEDFORD (MDOT) ST



84-1C
459 BEDFORD ST.
COMMONWEALTH OF
MASSACHUSETTS
ARMORY

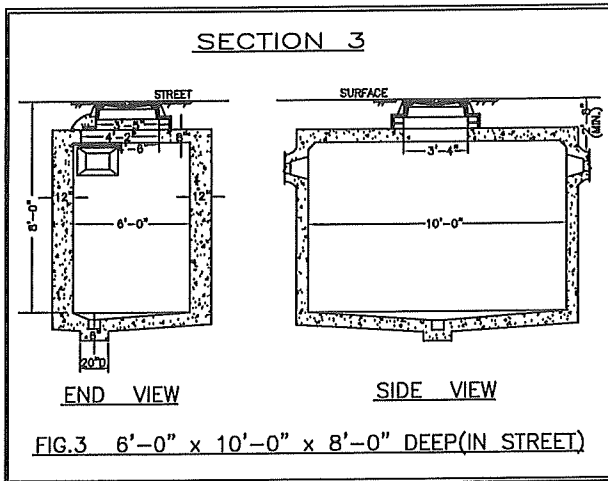
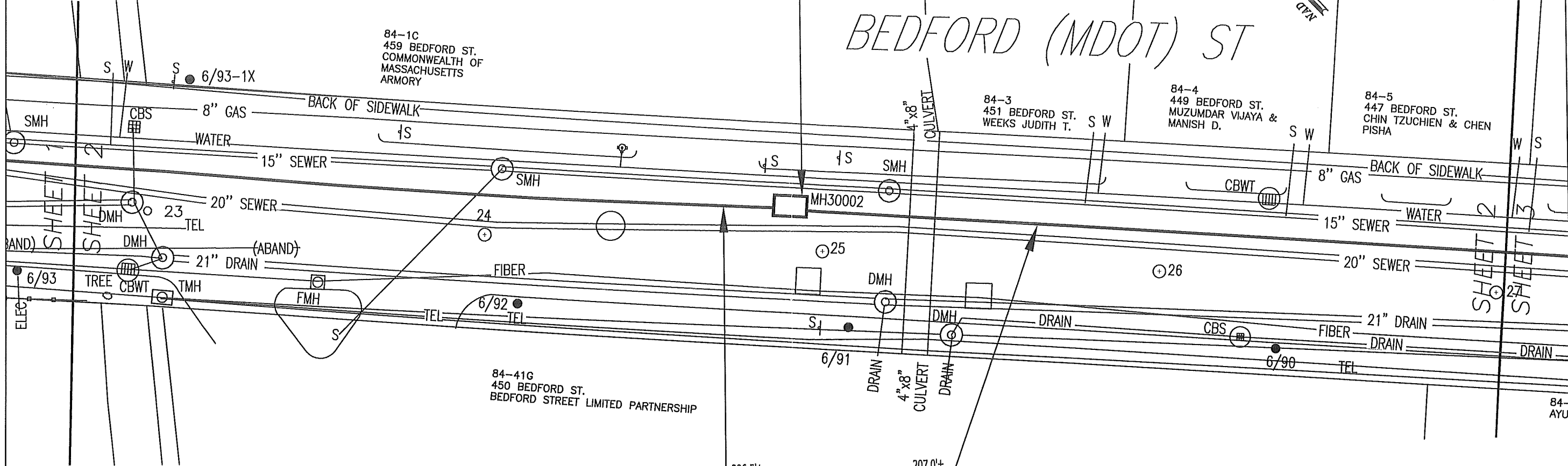
84-3
451 BEDFORD ST.
WEEKS JUDITH T.

84-4
449 BEDFORD ST.
MUZUMDAR VIJAYA &
MANISH D.

84-5
447 BEDFORD ST.
CHIN TZUCHIEN & CHEN
PISHA

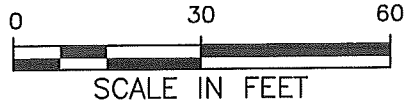
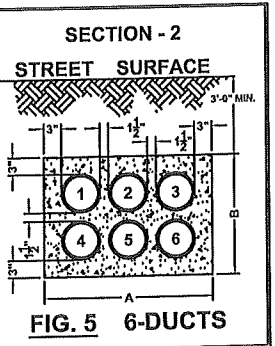
84-41G
450 BEDFORD ST.
BEDFORD STREET LIMITED PARTNERSHIP

INSTALL 6 - 6" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 5



DIMENSIONS

FIG	4" Ducts		6" Ducts		6" Ducts	
	A Inches	B Inches	A Inches	B Inches	A Inches	B Inches
1	16 1/2	10 1/2	18 1/2	11 1/2	21	12 1/2
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13	28 1/2	22 1/2	32 1/2	25 1/2	37	29
14	40 1/2	16 1/2	48 1/2	18 1/2	63 1/2	21
15	16 1/2	40 1/2	18 1/2	48 1/2	21	63 1/2
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Approved: A DEBENEDICTIS
P# J-1

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of BEDFORD STREET, LEXINGTON
MDOT
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS

Scale 1"=30' Date 3/26/2015
SHEET 2 of 3

BEDFORD (MDOT) ST

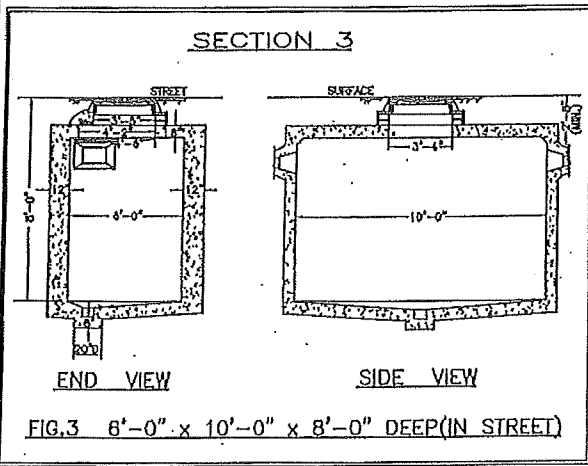
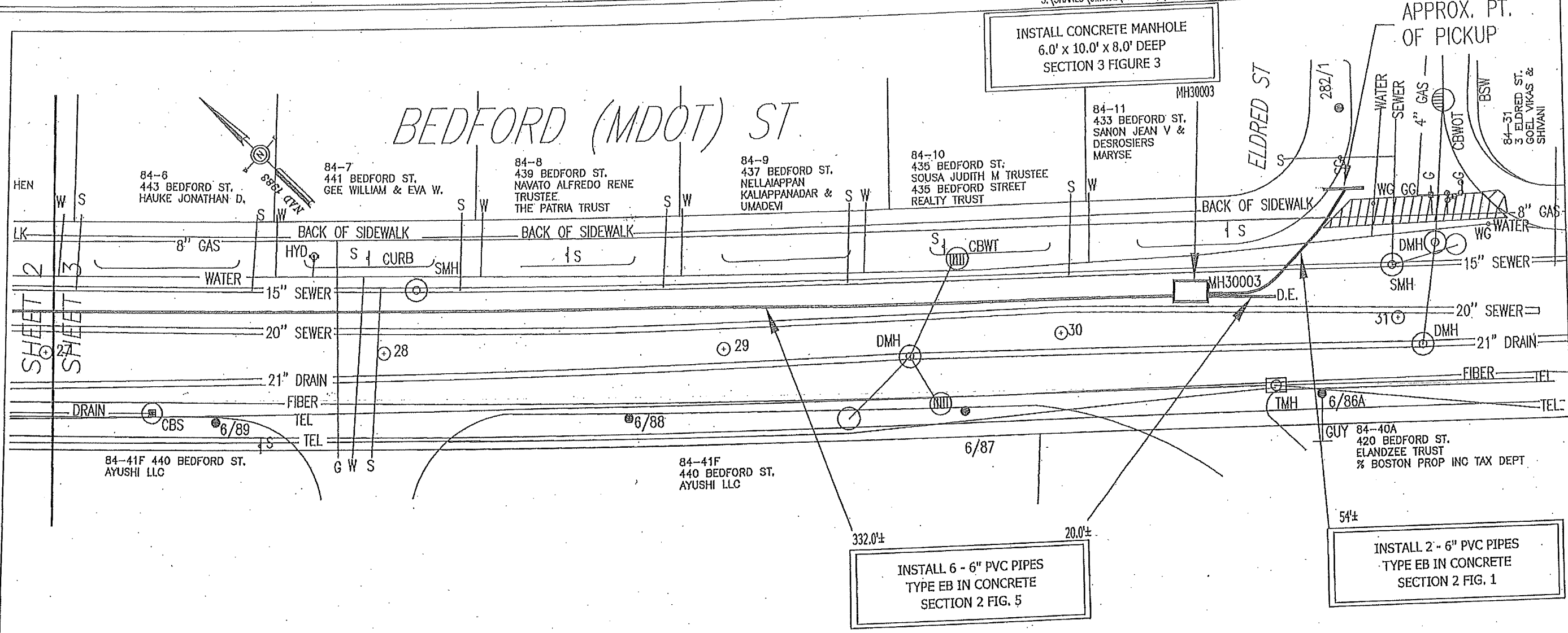
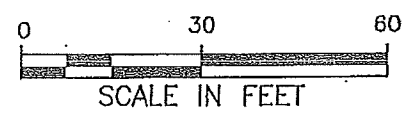
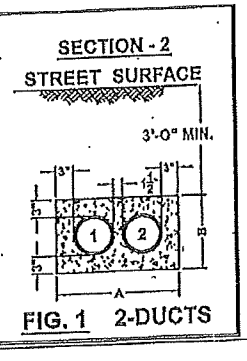
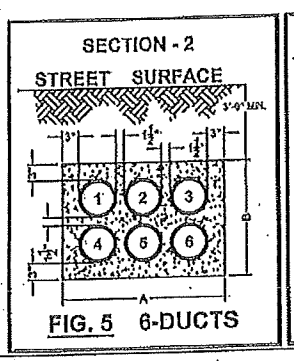


FIG	DIMENSIONS					
	4' Ducts		6' Ducts		6' Ducts	
	A	B	A	B	A	B
	Inches	Inches	Inches	Inches	Inches	Inches
1	16 1/2	10 1/2	18 1/2	11 1/2	21"	12 1/2
2	22 1/2	10 1/2	25 1/2	11 1/2	29"	12 1/2
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6	18 1/2	22 1/2	18 1/2	25 1/2	21"	29"
7	18 1/2	28 1/2	18 1/2	22 1/2	21"	37"
8	23 1/2	18 1/2	32 1/2	18 1/2	37"	21"
9	22 1/2	22 1/2	25 1/2	25 1/2	29"	29"
10	34 1/2	16 1/2	33 1/2	18 1/2	45"	21"
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15	18 1/2	42 1/2	18 1/2	48 1/2	21"	53 1/2
16	18 1/2	48 1/2	18 1/2	53 1/2	21"	61"



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MASS. LAW
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 54-15	NSTAR EVERSOURCE ELECTRIC d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02126
Ward #	Plan of BEDFORD STREET, LEXINGTON
Work Order # 2018364	MDOT
Surveyed by: LM/BS	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS
Research by: LM	
Plotted by: BS	
Proposed Structures: PDM	
Approved: A DEBENEDICTIS	Scale 1"=30' Date 3/26/2015
P# J-1	SHEET 3 OF 3

NOTICE TO ABUTTERS

April 23, 2015

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.), you are hereby notified that a public hearing will be held in the Selectmen's Meeting Room, 2nd Floor, Town Office Building, of the Town of Lexington, Massachusetts, on **Monday, May 11th, 2015 at 7:00 p.m.**, upon the following petition of Eversource Energy, formally NSTAR Electric, for permission to construct and locations for a line of conduits and manholes with the necessary wires and cables therein under the following public way of said Town:

Eldred St:

Approximately 27 ± feet – conduit at pole 282/1

By: *Tricia Malatesta*

Engineering Aide

Department of Public Works/Engineering

Please direct inquiries to the Eversource Representative:

Maureen Carroll (617) 369-6421

Copies to:

Eversource Energy
Maureen Carroll
Rights & Permits
200 Calvary Street
Waltham, MA 02453

Jean Sanon & Maryse Desrosiers
433 Bedford St
Lexington, MA 02420

Resident
3 Eldred St
Lexington, MA 02420

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

June 1, 2015

STAFF:

William Hadley, Director

ITEM NUMBER:

SUBJECT:

Eversource Energy
Cary Ave – Install Conduit

EXECUTIVE SUMMARY:

The Department of Public Works/Engineering Division has reviewed the petition, plan and order for Eversource Energy, formally NSTAR Electric Company, to install approximately 15 ± feet of conduit from pole 30/8 on Cary Ave. This work is necessary to bring underground electric service to a new subdivision. A public hearing is required and abutters have been notified. The contractor who performs the excavation will be required to obtain a Street Opening Permit. Since this petition appears to be in order, we recommend that approval be granted.

FINANCIAL IMPACT:

None

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the petition of Eversource, formally NSTAR Electric to construct, and a location for, a line of conduits and manholes with the necessary wires and cables therein to be located in **Cary Ave:**

Easterly @Pole 30/8 at Willard Circle install 15'± of conduit.

STAFF FOLLOW-UP:

Engineering Division



200 Calvary Street
Waltham, Massachusetts 02453

May 13, 2015

Board of Selectmen
Town Hall
1625 Massachusetts Ave
Lexington, MA 02420

RE: **Cary Avenue/Willard Circle**
Lexington, MA
W.O. #2056163

Dear Members of the Board:

The enclosed petition and plan is being presented by the NSTAR Electric Company for the purpose of obtaining a Grant of Location to install 15± feet of conduit from pole 30/8 Cary Avenue, Lexington.

This work is necessary to provide electric service to new residential development.

If you have any further questions, contact Maureen Carroll @ (617) 369-6421.
Your prompt attention to this matter would be greatly appreciated.

A handwritten signature in cursive script that reads "William D. Lemos".

William D. Lemos, Supervisor
Rights and permits

WDL/cf
Attachments

**PETITION OF NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY FOR LOCATION FOR CONDUITS
AND MANHOLES**

To the **Board of Selectmen** of the Town of **LEXINGTON** Massachusetts:


Respectfully represents **NSTAR Electric Company d/b/a Eversource Energy** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **A. Debenedictis Dated April 29, 2015, Revised date May 08, 2015** and filed herewith, under the following public way or ways of said Town:

Cary Avenue – Easterly from pole 30/8 at Willard Circle, a distance of about 15± feet - conduit

WO: (2056163)

NSTAR ELECTRIC COMPANY

BY 
WILLIAM D. BARROS
Rights & Permits, Supervisor

Dated this 13th day of May 2015

Town of **LEXINGTON** Massachusetts

Received and filed _____ 2015

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of LEXINGTON

WHEREAS, **NSTAR ELECTRIC COMPANY d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY d/b/a Eversource Energy** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Cary Avenue – Easterly from pole 30/8 at Willard Circle, a distance of about 15± feet - conduit

WO: (2056163)

All construction work under this Order shall be in accordance with the following conditions:

1. Conduits and manholes shall be located as shown on the plan made by **A. DeBenedictis, Dated April 29, 2015, Revised on May 08, 2015** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

1 _____
2 _____ Board of Selectmen
3 _____ the Town of
4 _____ **LEXINGTON**
5 _____

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2014 at _____ in said Town.

1 _____
2 _____ Board of Selectmen
3 _____ the Town of
4 _____ **LEXINGTON**
5 _____

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Board of Selectmen** of the Town of **LEXINGTON**, Massachusetts, duly adopted on the _____ day of _____, 2015 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.) and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of **LEXINGTON**, Massachusetts

34 33
 34 CARY AVE
 BARTEE THOMAS C. &
 BARTEE MILDRED H. & BARTEE
 FLORENCE C. QUENTIN
 31 CARY AVE
 LEXINGTON, MA 02421

34 34ARS
 34 CARY AVE
 CALLAGHER ROBERT S. &
 CALLAGHER DEBORAH M.
 36 CARY AVE
 LEXINGTON, MA 02421

CUST TO INSTALL 1 - 4" PVC PIPES
 TYPE EB IN CONCRETE
 SECTION 1 15.0±

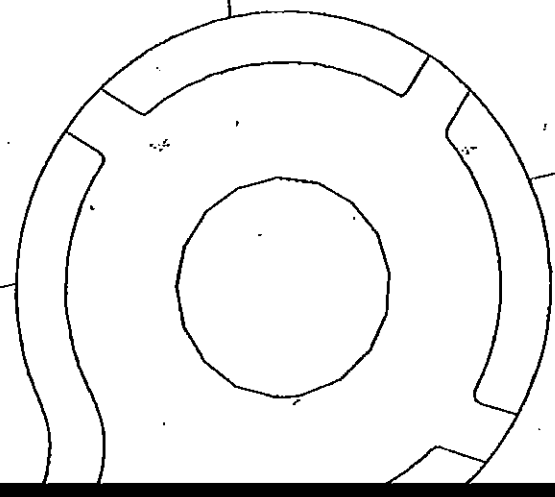
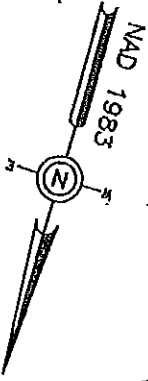
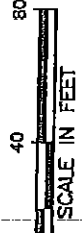
WILLARD CIR

34 35
 42 CARY AVE
 SMITH ROBERT E
 C/O SMITH ROBERT E JR
 52-B WALTHAM ST
 LEXINGTON, MA 02421

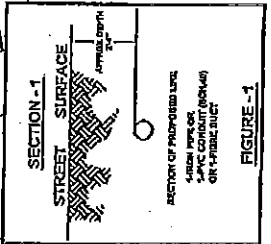
APPROX. PT.
 OF PICKUP

CARY AVE

34 47F
 37 CARY AVE
 DULITZ DANIEL TRUSTEE
 37 CARY AVENUE VESALTY TRUST
 3005 WILSON MILLS ROAD
 LOS ALTOS, CA 94022



NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	04/29/15	LM	LM
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100	REVISED FOR PERMITS	05/08/15	LM	LM



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MASS. LAW
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INSTAR EVERSOURCE
 ELECTRIC
 d/b/a
 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02126

Plan of 34 WILLARD CIR
 LEXINGTON

Showing PROPOSED CUSTOMER CONDUIT LOCATION

Scale 1"=40'
 SHEET 1 of 1 REVISED: MAY 8, 2015

Date APRIL 29, 2015

C#
 Ward #
 Work Order # 2056163
 Surveyed by: N/A
 Research by: LM
 Plotted by: LMERGURY
 Proposed Structures: MA
 Approved: A DEBBEDICTIS
 P#

WO#2056163
34 WILLARD CIR
LEXINGTON, MA 02421

34 35
42 CARY AVE
SMITH ROBERT E
C/O SMITH ROBERT E JR
52-B WALTHAM ST
LEXINGTON, MA. 02421

34 46
39 CARY AVE
MOORE REBECCA R.
39 CARY AVE
LEXINGTON, MA 02421

34 47F
37 CARY AVE
DULITZ DANIEL TRUSTEE
37 CARY AVENUE REALTY TRUST
3995 PAGE MILL ROAD
LOS ALTOS, CA 94022

34 34A&B
36 CARY AVE
GALLAGHER ROBERT S &
GALLAGHER DEBORA M
36 CARY AVE
LEXINGTON, MA 02421

34 33
34 CARY AVE
BARTEE THOMAS C. &
MARTEE MILDRED H. & BARTEE
THOMAS QUENTIN
34 CARY AVE
LEXINGTON, MA 02421

NOTICE TO ABUTTERS

May 19, 2015

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.), you are hereby notified that a public hearing will be held in the Selectmen's Meeting Room, 2nd Floor, Town Office Building, of the Town of Lexington, Massachusetts, on Monday, June 1st, 2015 at 7:00 p.m., upon the following petition of Eversource Energy, formally NSTAR Electric, for permission to construct and locations for a line of conduits and manholes with the necessary wires and cables therein under the following public way of said Town:

Cary Ave:

Approximately 15 ± feet – conduit at pole 30/8

By: *Tricia Malatesta*

Engineering Aide

Department of Public Works/Engineering

Please direct inquiries to the Eversource Representative:

Maureen Carroll (617) 369-6421

Copies to:

Eversource Energy
Maureen Carroll
Rights & Permits
200 Calvary Street
Waltham, MA 02453

Robert Smith c/o Robert Smith Jr.
52-B Waltham St
Lexington, MA 02421

Rebecca Moore
39 Cary Ave.
Lexington, MA 02421

37 Cary Ave Realty Trust
Daniel Dulitz, Trustee
3995 Page Mill Rd
Los Altos, CA 94022

Resident
36 Cary Ave.
Lexington, MA 02421

Thomas and Mildred Bartee
34 Cary Ave.
Lexington, MA 02421

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

I.3

AGENDA ITEM TITLE:

Discussion of School District Building Projects Plan (10 min.)

SUMMARY:

This agenda item will appear on every regular meeting of the Board to allow us to hear and discuss status updates on the progress on the building and administrative responses to overcrowding in the school system.

Project web site accessible from quick links on the LPS web site or at:
<http://www.lexingtonmultipleprojects.com>

This week's updates:

1. Potential relocation of Pre-K in the fall of 2016 to leased space
 - Lease negotiations for Pre-K have been authorized by the School Committee
 - School Committee has requested the Selectmen investigate long-term options for Pre-K lease
 - Investigation of effects of early relocation of Pre-K from Harrington on the need for short-term (pre-fab) space has been initiated
2. Other status TBD

RECOMMENDATION / SUGGESTED MOTION:

N/A

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

7:10 PM

ATTACHMENTS:

Description	Type
☐ School Projects Summit Preparation Task List	Backup Material
☐ Memo Regarding Athletic Field Layouts at Schools	Backup Material

ID	Item for discussion at the two Summit Discussions in July	Responsible Party	Comment / Status
1	Design Team Summit Presentation <ul style="list-style-type: none"> • refinement and completion of what was presented at the 8 May Pre-Summit 	Design Team	
2	What's the strategy? <ul style="list-style-type: none"> • How will these projects be presented, packaged, and funded for the votes <ul style="list-style-type: none"> ○ Fall Special Town Meeting, ○ Annual Town Meeting(s) ○ debt exclusion vote 	BoS w staff	
	<ul style="list-style-type: none"> • Integrated consideration of all of the other contemplated major capital projects. 	BoS, CEC, AC & Staff	Working Group forming (J. Hai)
	<ul style="list-style-type: none"> • Update on bonding/property tax profile related to strategy. 	Staff	
3	School Committee presentation of redistricting study <ul style="list-style-type: none"> • pros and cons of major options • SC recommendation of which to use going forward. 	SC	
4	School Department update on school enrollment projections <ul style="list-style-type: none"> • EWG projection updates • Projections overlaid with the availability of new capacity according to the recommended approaches. 	School Department	
5	Investigate improved utilization of existing spaces: <ul style="list-style-type: none"> • Each school principal has their own strategy for use of the spaces within their schools. While one school may have two or three lunch sessions, Fiske is reported to have six. • Because Clark has a teachers' resource space, the Clark classrooms are used as instructional space for more periods on a given day than Diamond. 	SC, School Department	
6	Explanation of how Master Plan study was used going forward [aka did we get value out of the master plan process?].	DPF, PBC	
7	Presentation [a slide or 2]: Have we proceeded from Spring Special Town Meeting consistent with Matrix presented for the \$4,080,000 appropriation?	DPF, PBC	
8	Indication that the School District and School Committee endorse the Design Team's Summit presentation recommended approaches.	SC	

ID	Item for discussion at the two Summit Discussions in July	Responsible Party	Comment / Status
9	Existing property PreK lease opportunities	SC, School Department, & Municipal	In discussion
10	Viability of change of use of current Conservation Land with or without "land swap" or "wetland replication."	BoS & Staff	In investigation

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

I.4

AGENDA ITEM TITLE:

Approve Temporary Signage for Bikeway (5 min.)

SUMMARY:

The Bicycle Advisory Committee is requesting permission to post safety messages on the Lexington section of the Bikeway for the 2015 summer/fall season. Peggy Enders, Chair, will be at your meeting to answer any questions.

Safety warnings on the Bikeway don't exist except in the form of very small signs that are difficult for users to read. They will need to wait at least another year or two for permanent signs that result from the work of the Toole Group.

It has been suggested that in the meantime the BAC should experiment with catchy phrases and, perhaps in the future, with cute graphics, to inform users about some of the important safety behaviors. These behaviors include giving an audible warning when passing, wearing lights at night, ensuring that children ride safely, that cyclists behave themselves when in crowded conditions, and that dogs are kept on a short leash.

Attached is a short list of some sample messages that they propose to post on "lawn signs" of the sort they used during the winter to raise plowing funds. Some messages might take the form of "Burma Shave" signs, some messages might fit all on one board. They are proposing to post about 5 different messages and to have the signs made within the next several weeks.

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the request of the Bicycle Advisory Committee to post safety messages on the Lexington section of the Bikeway for the 2015 summer/fall season.

FOLLOW-UP:

Bicycle Advisory Committee

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

7:20 PM

ATTACHMENTS:

Description	Type
☐ Proposed Safety Signs for Bikeway	Backup Material

**Lexington Bicycle Advisory Committee
Bikeway Safety Signage for Summer 2015
Sample Signs**

One if by land
Two if by sea
Say something please
When you're passing me!

Kids are great
Help them ride straight

Wear Lights at Night
Back Red and
Front White

One in a row
is the way to go
Two is OK
But don't block the way!

Dogs on Short Leash
Do you capiche?

Dogs are OK
But keep them at bay

Don't squeeze through a space
At too fast a pace!

**Board of Selectmen Meeting
June 1, 2015**

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Bill Hadley, DPW Director; John
Livsey, Town Engineer

ITEM NUMBER:

I.5

AGENDA ITEM TITLE:

Parking Regulation for Follen Road by Sacred Heart Church (5 min.)

SUMMARY:

The Transportation Safety Group (TSG) received a request from Sacred Heart Church for certain parking regulations on Follen Road, in the vicinity of the Church. The request and TSG's recommendations are:

- Request: 2 Hr parking limit on Sacred Heart Church side of Follen Road.
- Recommendation: The Transportation Safety Group (TSG) reviewed this request on 3/17/15 and determined that this request is not related to vehicle or pedestrian safety. TSG, however, did make the following recommendations, which require Board of Selectmen approval:
 - 1) No Parking from corner of Follen Rd @ Pleasant St to approx. 83' west;
 - 2) 2 Hr Parking M-F from westside of an existing ramp to the church's property line.

RECOMMENDATION / SUGGESTED MOTION:

Move to amend the Traffic Regulations as follows:

- 1) No Parking from corner of Follen Rd @ Pleasant St to approx. 83' west;**
- 2) 2 Hr Parking M-F from westside of an existing ramp to the church's property line.**

FOLLOW-UP:

Staff will amend the Traffic Regulations.

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

7:25 PM

ATTACHMENTS:

Description

Type

Search Properties

Abutters

Town of Lexington

Help

Maps ? X

Base: Base Map

Thematic Overlay: none

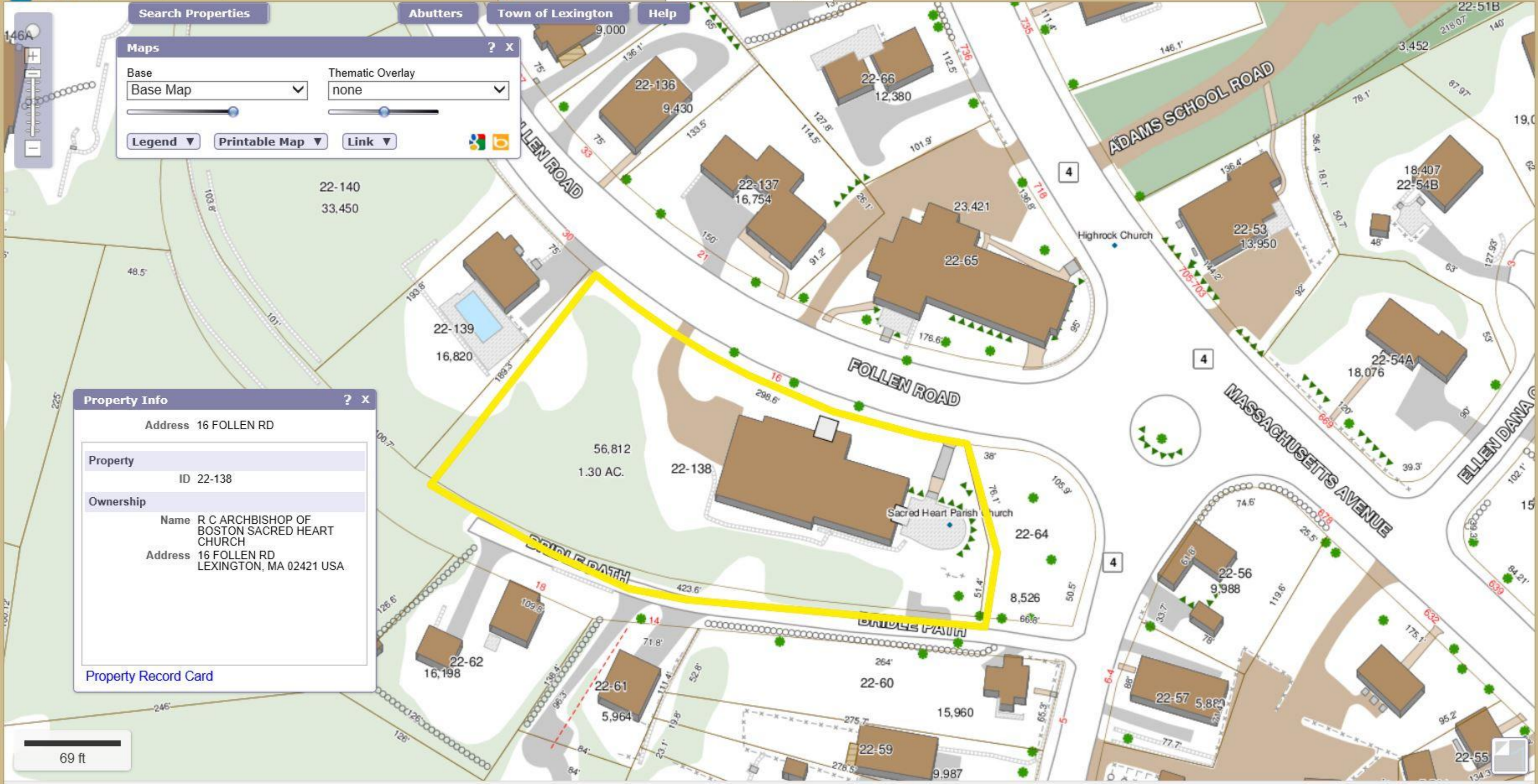
Legend Printable Map Link

Property Info ? X

Address 16 FOLLEN RD

Property
ID 22-138
Ownership
Name R C ARCHBISHOP OF BOSTON SACRED HEART CHURCH
Address 16 FOLLEN RD LEXINGTON, MA 02421 USA

Property Record Card



69 ft

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Bill Hadley

ITEM NUMBER:

I. 6

AGENDA ITEM TITLE:

Public Works Projects Update (30 min.)

SUMMARY:

Bill Hadley, John Livsey and Dave Pinsonneault will review the DPW construction projects for the upcoming season.

RECOMMENDATION / SUGGESTED MOTION:

No recommendation or motion needed.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

7:30 PM

ATTACHMENTS:

Description	Type
☐ Public Works Project Update	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

June 1, 2015

STAFF:

William P. Hadley, Public Works Director

ITEM NUMBER:

BWS

SUBJECT:

Public Works Projects Update

EXECUTIVE SUMMARY:

Bill Hadley, John Livsey, and Dave Pinsonneault will review the DPW construction projects for the upcoming season

FINANCIAL IMPACT:

None

RECOMMENDATION / SUGGESTED MOTION:

No recommendation or motion needed

STAFF FOLLOW-UP:

PROJECT UPDATE – June 2015

TAX LEVY

Comprehensive Stream Management Plan **\$ 390,000**

- *Charles River Stream Management Plan:* This plan has been completed and the report can be found on line.
- *Shawsheen River Stream Management Plan:* The plan is completed and the report can be found on line.
- *Mystic River Watershed Management Plan:* The plan is completed and the report can be found on line

Implementation of the plans are underway and include the Willards Woods daylighting project and Vine Brook Stabilization which have been designed and permitted and are anticipated to be bid for construction to commence in the Fall of 2015.

NPDES Phase II – Stormwater general permit **\$ 140,000**

The annual report has been submitted to MassDEP and the EPA. We continue to work on permit compliance and have had great assistance from the Conservation staff and the Stewards. Additionally, the Illicit Discharge Detection and Elimination (IDDE) program has been enhanced to include approximately 24 UMass Lowell Engineering students to sample and analyze test results. This was the second year that these students assisted the town. Lexington was the recipient of a ‘Stormy’ award for the Best Stormwater idea in New England for 2014. Two areas of high bacteria counts have been found including the Vine Brook and Mill Brook. Repairs have been made to both areas and significant reduction has been found in each location.

Storm Drain Improvements **\$ 340,000**

Drainage improvement has continued throughout town with a focus on the areas that are undergoing paving or reconstruction work. Drainage improvements have been completed on Woburn Street near the bikeway to add capacity to the system and reduce flooding. Additional drainage work is anticipated in numerous locations throughout town including Spring Street and Paul Revere Road.

Concord Ave sidewalk design and construction **\$ 3,340,000**

Final design plans have been completed and the project is fully permitted and bid documents are being finalized. Construction is scheduled to commence this summer and it is anticipated to take two years to complete. Implementation of this plan will also include upgrades to the Waltham Street/ Concord Avenue traffic signal.

Center Streetscape design **\$ 600,000**

The 25% design phase has been completed. Discussion is underway as to the most appropriate design for the intersection, upon this decision design will continue toward 100%. Town

Meeting did not support funding phase 1 of this project. The main concern was the proposed traffic signal at the intersection of Massachusetts Avenue and Woburn Street. The BOS was updated on May 11th and have scheduled a public meeting on June 10th. Additionally the conceptual plan stage of the Battle Green traffic improvements plan are complete and will move into the 25% design phase shortly.

Three intersection project **\$ 125,000**

Two Public meetings have been held to present the project and a 25% design public hearing was held on May 7th, 2015. The MPO and MassDOT are recommending moving this project ahead for funding in the FY16 TIP. If approved, this will result in a fast-tracked schedule to get this to construction beginning calendar year 2017. In advance of this construction there is a necessity for the replacement of the 12 inch water main that runs through this corridor.

Street Improvements **\$ 2,600,000**

This year's street improvement includes approximately 6 miles of roadway paving and reconstruction as well as sidewalk replacement and installation of accessible pedestrian ramps throughout the project as well as about 2 miles of bikeway paving from Bedford Street to the Bedford Town line. (The list of streets to be paved is the last page of this document. The funding is from a previously designated bikeway resurfacing Town Meeting article. Shade Street speed humps have been installed and the proposed short segment of sidewalk on the Spring Street end is scheduled for spring construction. The Engineering Division has determined that there is premature failure along the Bedford Street paving in 2014. The contractor has been put on notice and has agreed to make appropriate repairs at the cost (warranty work). This includes: milling of the top coat, resurfacing and repainting. This work is scheduled on July 6th.

Town wide Signalization Improvements **\$125,000**

The Worthen Road / Waltham Street intersection and the Bikeway at Bedford Street have been completed and evaluation is underway for upgrades at East at Lowell.

Town wide Sidewalk Improvements **\$480,000**

In FY16 we plan on rebuilding the following sidewalk sections: Segment of Turning Mill Road beginning at Robinson Road, Worthen Road from Lincoln Street to Waltham Street; Waltham Street from Brookside Ave. to Allen Street; Massachusetts Ave. from Pelham Road to Marrett Road; and localized repairs on Massachusetts Ave from Bloomfield Street to Percy Road.

Robinson Road sidewalk **\$1,000,000**

Construction has progressed well and the work is anticipated to reach substantial completion by June 2015.

Pleasant Street Sidewalk **\$20,000**

Funding for the preliminary study / survey for sidewalk feasibility has been approved and available in July.

Prospect Hill Road Sidewalk **\$100,000**
Construction funding has been approved and construction is planned for 2016. This construction season includes water utility work at this location. All abutters have been met with since the Town Meeting approval to discuss the sidewalk proposal and the impacts in front of their property.

Culvert Replacement **\$390,000**
The Revere Street culvert replacement has received environmental permits. We anticipate construction commencing in the fall of 2015.

Hartwell Ave Improvements **\$4,700,000**
Improvements to Hartwell Ave are currently in the design phase and include work at the Kiln Brook Bridge, Maguire intersection improvements, and an improved pedestrian crossing on Bedford Street in the vicinity of the jug handle.

Traffic Island Renovation (Jug Handle at Hartwell Ave) **\$83,000**
A contract has been awarded to perform landscape improvements to the large island and the three smaller islands at the Bedford Street/Hartwell Avenue intersection. Construction has begun on the larger island. We have a target of fall 2015 for completion.

ENTERPRISE FUNDS

Water System Improvements **\$ 900,000**
A detailed evaluation of the water main along Mass Ave from Woburn Street to the Arlington Town Line has been completed and will be used in the prioritization, funding requests, and improvement replacement decisions for the main in this corridor. The first priority is the replacement of the 12" main in the footprint of the East Mass Ave intersection job. The timing of this is critical to go to construction in construction season 2016.

Construction for 2015 will begin this spring and includes work on Prospect Hill Road, Wachusett Drive, and Downing Road.

Sanitary Sewer Improvements **\$ 1,200,000**

Wastewater collection system rehabilitation work is scheduled for summer 2015. Trenchless technology will be used on pipes and manholes town wide including trunk sewers in the East Lexington area. This year the program will line 9,000 linear feet of sewer with cured-in-place polyester lining. It will seal approximately 75 manholes and it will clean, inspect and seal defective joints in 12,000 linear feet of sewer. This work is, for the most part, in northeast Lexington areas near Lowell Street.

Currently, our consulting engineer is performing light cleaning, television inspection and flow isolation studies to survey 200,000 linear feet of sewer in collection basins throughout parts of town, including the vicinity of Bedford Street in the Ledge lawn area, central Massachusetts Avenue, Marrett Road and Pleasant Street. This work focuses efforts for future rehabilitation.

Pump Station Upgrades - \$600,000

Brigham Road pump station replacement has been awarded and construction will commence soon. This is a full replacement including a generator. Constitution Road is likely to be the next replacement.

Gleason Road Force Main - \$750,000 at pump station; additional existing funding for force main work

A Variable Frequency Drive (VFD) has been installed on one of the pumps to allow for a slow start-up and shut-down which significantly reduces the hammering in the force main. Lone term- design for this station is underway and includes VFDs on all the pumps as well as a surge tank as the major components to prevent hammering.

Additionally, a ‘Smart Ball’ will be launched through the force main in an effort to evaluate the condition of the main and joints. This will help to determine if the condition of the force main is compromised.

COMMUNITY PRESERVATION FUNDS

Monument Conservation/Repair at the Historic Cemeteries \$365,000

The final phase of this project will target the remaining stones and markers at Ye Olde Burying Ground and Munroe Cemetery. Ivan Myjer has been hired to develop the plans and specifications for this project. Summer 2015 is the target bid date.

Hastings Park Gazebo \$15,000

Contractors have been hired and construction has begun for both the gazebo improvements and the earth berm work. Anticipated project completion is June 2015.

Center Playfields Drainage Improvements \$875,173 – Phase 1

\$911,863 – Phase 2
Phase 1 construction is complete.

\$605,781 – Phase 3

Phase 2 construction is complete.

Phase 3 contractor has been hired and construction has begun on the little league field and the practice field area. Anticipated project completion is fall 2015.

Battlegreen Area Master Plan Implementation \$50,000 – Phase 1

\$143,845 – Phase 2

The project will address monument restoration, treatment around the monument areas, pathways and fencing. Plans and specifications are being developed for review with various committees and boards. Projected bid date is summer 2015.

Lincoln Park Field Improvements

\$565,000 – Phase 1

\$911,863 – Phase 2

\$650,000 – Phase 3

Phase 1 (Field #1) replacement of the field has begun with a target completion date of May 2015.

Phase 2 (Field #2) contract has been awarded with construction to begin in July 2015.

Phase 3 (Field #3) project to be bid in the winter of 2015.

Park and Playground Improvements

\$147,000 – FY 15

\$68,000 – FY 16

FY 15 – The rubberized safety surface at the Lincoln Park Playground and the new equipment at the skate park have been installed.

FY 16 – This project is to replace the play equipment at Marvin Park, which is outdated and does not meet current safety standards. Bid specs will be developed in the summer of 2015 with target construction for fall of 2015. The new playground and play equipment will comply with the Consumer Product Safety Commission (CPSC) guidelines, American Society for Testing and Materials (ASTM) standards and the American with Disabilities Act (ADA).

Park Improvements – Athletic Fields

\$65,000 – FY 14

\$100,000 – FY 15

\$85,000 – FY 16

FY 14 – renovate the ballfield at Sutherland Park which includes grading the turf and infield areas and new backstop and bench areas. The project is substantially complete with a target final completion of spring 2015.

FY 15 – renovate the soccer field at the Clarke Middle School. The project will be bid in the spring of 2015 with construction to begin in the summer of 2015. This project was put on hold due to the Lincoln field project.

FY 16 – renovate the natural grass softball field at Lincoln Park. The renovation will include laser grading the skinned infield, adding a new irrigation system, grading the outfield for proper drainage, replacing the existing backstop, and adding two permanent player benches. Bid specs will be developed in the summer of 2015 with a target construction for fall of 2015.

Park Improvements, Hard Court Resurfacing

\$55,000

This project will include reconstruction of the basketball courts and installation of new backboards and poles at Sutherland Park and Marvin Park. Plans and specs will be developed in the fall of 2015.

Minuteman Bikeway Wayfinding Signs

\$39,000

An architect will be hired in the fall of 2015 to design wayfinding and etiquette signage related to the Minuteman Bikeway in Lexington as per recommendations in the report entitled 'Navigating the Minutemen Bikeway'. The signage will provide information to users which includes direction on accessing the bikeway, nearby points of interest (e.g. businesses, shops, tourist attractions) and signs clearly describing the rules of etiquette for users. Upon completion of the design full bidding documents will be developed that include detailed cost estimates, specifications and stamped plan sets.

Minuteman Bikeway Culvert

\$200,000

The North Lexington Brook culvert crossing under the bikeway near Camellia Place has received environmental permits. This culvert construction will result in temporary closure of the bikeway at this location and we anticipate construction commencing in the fall of 2015.

Community Center Sidewalk

\$50,000

Design funded was allocated at Spring Town Meeting and design will commence in the summer. There are numerous alternatives including one directly adjacent to the access road. Although this seems to be preferred to date, permission to use the privately owned property at the entrance has not been granted.

REVOLVING FUND

Hartwell Avenue Security

\$82,000

The security cameras have been installed and are operational. The new front gate will be designed and installed after the solar project is completed.

GRANT FUNDS

Miscellaneous (funding source varies)

- *Center Playfields Bathroom (revolving fund):* Connected.
- *Hydrant replacement (enterprise fund - \$100,000):* The hydrant replacement program is developed from a list provided by the Fire Department and from known defective hydrants. A total of 90 hydrants were replaced this past year.
- *DPW Equipment (tax levy - \$425,000, enterprise fund - \$275,000):* All equipment from the FY2015 budget has been ordered. Bids will be developed in July for the FY2016 approved vehicles.
- *Environmental Monitoring (tax levy):* Hartwell Ave landfill and Lincoln Fields. The police station monitoring is complete and the site has been closed out.
- *Antony Park:* Grading and site work have begun for this project which is located at the east end of Tower Park. The park will include a sitting wall,

pathways, landscaping and benches. Construction will continue through the fall of 2015.

- *Solar Ground Mount and Canopies at the Compost Facility* --- We have had weekly conference calls every Wednesday, have multiple site visits with vendor. Have initial layout of both canopies – 1 at the lower level residential drop off and 1 at the Minuteman Household Hazardous waste area. Working with Town Counsel on the lease agreement as well as the PPA. Work could begin at the lower level before the end of the year. There are many pieces of this puzzle that have to come together for this to be successful. Robert, Kerry and I have been discussing solutions to address the concerns. The winrow turner was approved to purchase. We are scheduling multiple demos with different vendors and machines. We believe it will all work out that the Town will be able to maintain current services for residents and contractors as well as having a possible 2.25MW solar system. Storage for large municipal constructions projects may be limited.

STATE AND FEDERAL FUNDS

State Projects

- Grove Street / 128 Bridge repairs are completed.
- Rte 2 / 128 Bridge is under construction.

Operating Budget –

Street Lights - The installation of the new induction type street lights were completed in December 2010. Some of the new lights failed; and we had difficulty getting a response from the manufacturer. The replacement of the new lights are under warranty. We are working with Town Counsel on the warranty language to insure the Town recoups money spent that is covered under the warranty. Since the new induction lights have been installed our electricity costs have been reduced by \$110,000. We installed LED streetlights in the Center as a pilot program. As of May 7, 2015 we have 16 induction lights out and 396 induction lights that are on but dimming.

OTHER

- The Town of Bedford will be relining additional sections of the sanitary sewer force main along Bedford Street. The areas include the section in front of the Westview Cemetery as well as the area from the Northerly most ramps of Route 128 through to approximately North Hancock Street. This work is expected to commence in late July and run through the end of October.

Street	From	To	TREATMENT	Length	Width
Ballard Ave	North Hancock St	End	Mill and Overlay	800	24
Bike Trail	Bedford St	Bedford Town Line	isolated Rebuild and Overlay		
Bloomfield St	Highland Ave	Mass Ave	Mill and Overlay	1300	34
Castle Rd	Somerset Rd	Franklin Rd	Reclaim	550	24
Dexter St	Fuller Ave	Williams St	Mill and Overlay	1345	28
Eustis Ave	Bloomfield St	Percy St	Mill and Overlay		
Franklin St	Beginning	End	Mill and Overlay	650	22
Henderson Ave	Blake St	Burlington St	Reclaim	587	24
Highland Ave	Winthrop Rd	Washington St	Mill and Overlay	1750	24
Hill St	Bedford St	Paul Revere Rd	Mill and Overlay	4300	30
Larchmont St	Revere St	300' West	Reclaim	300	22
Lois Ln	Bedford St	End	Mill and Overlay	1150	23
Mass Ave	Route 128	Hotel Drive	Mill and Overlay	1500	33
Milk St	Carley St	Hill St	Reclaim	750	23
Nowers Ave	Blake St	Henderson Ave	Mill and Overlay	650	25
Percy St	Highland Ave	Mass. Ave	Mill and Overlay	1790	24
Revere St	Bedford St	Larchmont Ln	Mill and Overlay	630	25
Slocum Rd	Highland Ave	Mass Ave	Mill and Overlay	1150	26
Somerset Rd	Franklin Rd	Hayes Ln	Mill and Overlay	800	30
Somerset Rd	Franklin Rd	Franklin Rd	Mill and Overlay	1100	30
Sunny Knoll	Bedford St	Reed St	Reclaim	610	24
Valley Rd	Bedford St	House #30	Mill and Overlay	2300	24
Warren St	Elliot Rd	Percy St	Reclaim		
Washington St	Highland Ave	Warren St	Mill and Overlay	1140	22
Webb St	Woburn St	END	Reclaim	1500	26
Westminster Ave	at	Lowell St	Rebuild		
Young St	Webb St	Third St	Reclaim	900	23

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Suzie Barry

ITEM NUMBER:

I.7

AGENDA ITEM TITLE:

Goal Setting Discussion (10 min.)

SUMMARY:

This is a continuation of the brief discussion from the last Selectmen meeting about if the Board wants to adopt a set of values important to the Town from which we would base our Goals.

Attached is a memo from Carl that was drafted in 2008 with what he saw at the time were the recurring values. Does it need updating? Should we adopt it?

No decision is needed tonight and we can continue the discussion but having a set of values that we can clearly build upon, communicate to the public and refer back to will help guide our work.

Goal Setting is scheduled for Wednesday, July 1, 2015. The deadline for Boards/Committees to send information for Goal Setting has been extended to June 12th. Information should be sent to Linda Vine.

RECOMMENDATION / SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

8:00 PM

ATTACHMENTS:

Description

Type

- ▣ Proposed Board of Selectmen Statement of Values - Backup Material
June 2008
- ▣ Memo to Boards/Committees Regarding Goal Backup Material
Setting

Proposed Board of Selectmen Statement of Values

In reviewing the items suggested for the Selectmen's Goal-Setting meeting, we found a combination of suggested policies and goals. In the sections that follow, we have tried to create one document for policies matters and another document for those items that reflect suggested goals.

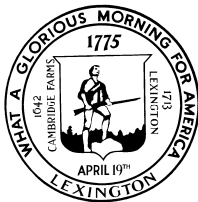
Any Board policy or goal, however, is typically based on the Board's values. While in the past these values may have been more inferred than articulated, the Community and staff should understand them.

As a general framework for moving forward on Board policies and goals, we have drafted a list of proposed Board values based on the Town Manager's observations over the past three years. As the Board goes forward with its policies and goals, it should also add to, delete and refine these proposed Board values.

Proposed Board Values:

- 1. Protect the environmental quality of the Town by fostering sustainability.*
- 2. Maintain, protect and enhance the unique sense of place of Lexington, maintaining the historic character of the community.*
- 3. Maintain, protect and enhance the educational excellence of the School system.*
- 4. Maintain, protect and enhance the long-term financial condition of the Town.*
- 5. Maintain, protect and enhance the professional management and customer service offered by Town staff, boards and committees.*
- 6. Emphasize long-term planning in regards to all Town services, facilities, infrastructure and open space.*
- 7. Maintain citizen involvement in Town affairs.*
- 8. Maintain services for Lexington's older residents.*
- 9. Encourage diversity in employment and housing efforts.*
- 10. Provide a level of compensation and benefits that is fair to Town employees.*
- 11. Provide quality municipal services and programs while not losing sight that these services are provided with taxpayer funds. The Town, therefore, should be prudent and economical in expending funds.*

c.f. valente 6/2008



MEMORANDUM

TO: Chairperson of the following:

School Committee	Appropriation Committee
Capital Expenditures Committee	Planning Board
Recreation Committee	Board of Health
Council on Aging Board	Conservation Commission
Center Committee	Energy Conservation Committee
20/20 Vision Committee	Economic Development Adv. Comm.
LexHab	Community Preservation Committee
Human Rights Committee	Sidewalk Committee
Bicycle Advisory Committee	Transportation Advisory Committee
Tree Committee	Human Services Committee
Housing Partnership Committee	Tourism Committee
Sustainable Lexington Committee	Community Farming Committee
Commission on Disabilities	Greenways Corridor Committee
Town Celebrations Committee	Communications Advisory Comm.
Permanent Building Committee	

CC: Senior Management Team

FROM: Joe Pato, Chairman, Board of Selectmen
Carl F. Valente, Town Manager

DATE: April 24, 2015

RE: Selectmen's Annual Goal Setting

The Board of Selectmen will be meeting in June 2015 to begin discussing its goals for fiscal years 2016 and 2017. We are asking you to provide your input and suggestions to this process.

As in past years, we are asking Town boards and committees to identify key areas of concern, need and opportunity that the Town should consider addressing over the next two years. We would like to know what you see ahead, particularly as it impacts the Town's finances and services. Perhaps your committee is already developing its own plans to address a concern, need or opportunity, and we would like to know about that, as well.

While the Selectmen cannot address every committee goal and suggestion identified, with your input this process will help the Board prioritize its work plan for the year.

If possible, we request that you send your comments to us *via email*. The staff will be collating and assembling responses into a single document and it is much easier if we can work from email or attached letters sent via email. Please respond no later than Friday, June 12 to lvine@lexingtonma.gov . If you have any questions concerning this matter please feel free to contact us.

Thank you for your time and thoughtful responses.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Carl F. Valente, Town
Manager

ITEM NUMBER:

I.8

AGENDA ITEM TITLE:

Notice of Exercise for Wright Farm Parcel 2

SUMMARY:

When the Town purchased the Wright Farm parcel in 2012, it also received the right to purchase the remaining house, then owned and occupied by Kathleen Wright, and the adjacent one acre parcel of land (Parcel 2). The Board of Selectmen recommended, and Town Meeting approved, the use of CPA funds to purchase this remaining parcel and house. It is the Board's intent to turn the house over to LexHab for community housing and the remaining land to the Conservation Commission.

RECOMMENDATION / SUGGESTED MOTION:

1. See first attachment for motion.
2. Move to approve and sign the Notice of Exercise regarding the a certain property containing approximately 43,446 square feet located at 241 Grove Street, Lexington, Middlesex County, Massachusetts shown as Parcel 2 on a Plan entitled "Plan of Land in Lexington, Massachusetts prepared for Kathleen Wright" dated October 22, 2012 and recorded with the Registry as Plan 808 of 2012.

FOLLOW-UP:

Town Manager, the Conservation Administrator and Town Counsel will proceed with the necessary requirements for the purchase. The tentative closing date is November 2015.

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015 8:10 PM

ATTACHMENTS:

Description

Type

- ▣ Proposed Vote of the Board of Selectmen Exhibit
- ▣ Notice of Exercise Exhibit
- ▣ Proposed Purchase and Sale Agreement Exhibit

RECORD OF VOTE OF THE LEXINGTON BOARD OF SELECTMEN
June 1, 2015

At a duly called public meeting of the Lexington Board of Selectmen on June 1, 2015, the Board voted as follows with respect to that certain land and improvements containing approximately 43,446 square feet identified as “Parcel 2” (the “Property”) on that certain plan entitled “Plan of Land in Lexington, Massachusetts prepared for Kathleen Wright” dated October 22, 2012 and recorded with the Middlesex Southern District Registry of Deeds (the “Registry”) as Plan 808 of 2012, which is a portion of the land described in a deed to Thomas C. Wright and Sara M. Wright dated May 3, 1998 and recorded with the Registry in Book 19065, Page 52:

(a) To exercise its right of option to purchase the Property under that certain Grant of Option Agreement dated as of December 20, 2012 between Kathleen Wright, as Trustee of the Thomas C. Wright Revocable Trust u/d/t dated January 5, 1988 and recorded in the Registry in Book 25247, Page 406, as amended by First Amendment dated February 27, 1991 and recorded in the Registry in Book 25247, Page 431; Kathleen Wright, as Trustee of the Sara M. Wright Revocable Trust u/d/t dated January 5, 1988 and recorded with the Registry in Book 25247, Page 435, as amended by First Amendment dated February 27, 1991 and recorded in the Registry in Book 25247, Page 460; Kathleen Wright, as Trustee of the Grove Street Trust created pursuant to the terms of the Articles 7 and 8 of the aforesaid Trusts; and Kathleen Wright, individually, and the Town of Lexington, acting by and through its Conservation Commission, recorded with the Registry in Book 60784, Page 401, as affected by the Assignment and Assumption of Grant of Option Agreement between the Town of Lexington, acting by and through its Conservation Commission, and the Town of Lexington, acting by and through its Board of Selectmen, dated as of March 23, 2015 and recorded with the Registry in Book 65160, Page 85;

(b) To approve the Purchase and Sale Agreement concerning the Town’s proposed purchase of the Property substantially in the form presented to the Board at its June 1, 2015 meeting, with final changes to be made by the Town Manager in his reasonable discretion in consultation with town counsel (the “Purchase and Sale Agreement”); and

(c) To authorize the Town Manager to execute the finalized Purchase and Sale Agreement.

TOWN OF LEXINGTON
BOARD OF SELECTMEN

Joseph N. Pato, Chairman

Michelle L. Ciccolo

Peter C. J. Kelley

Suzanne E. Barry

Norman P. Cohen

NOTICE OF EXERCISE

The **TOWN OF LEXINGTON, acting by and through its Board of Selectmen**, a municipal corporation, having a mailing address of 1625 Massachusetts Avenue, Lexington, MA 02420 hereby gives notice of its election to exercise its right of option under that certain Grant of Option Agreement dated as of December 20, 2012 between Kathleen Wright, as Trustee of the Thomas C. Wright Revocable Trust u/d/t dated January 5, 1988 and recorded in the Middlesex Southern District Registry of Deeds (the “Registry”) in Book 25247, Page 406, as amended by First Amendment dated February 27, 1991 and recorded in the Registry in Book 25247, Page 431; Kathleen Wright, as Trustee of the Sara M. Wright Revocable Trust u/d/t dated January 5, 1988 and recorded with the Registry in Book 25247, Page 435, as amended by First Amendment dated February 27, 1991 and recorded in the Registry in Book 25247, Page 460; Kathleen Wright, as Trustee of the Grove Street Trust created pursuant to the terms of the Articles 7 and 8 of the aforesaid Trusts; and Kathleen Wright, individually, and the Town of Lexington, acting by and through its Conservation Commission, recorded with the Registry in Book 60784, Page 401 to purchase that certain property containing approximately 43,446 square feet located at 241 Grove Street, Lexington, Middlesex County, Massachusetts shown as Parcel 2 on a Plan entitled “Plan of Land in Lexington, Massachusetts prepared for Kathleen Wright” dated October 22, 2012 and recorded with the Registry as Plan 808 of 2012. See also that certain Assignment and Assumption of Grant of Option Agreement between the Town of Lexington, acting by and through its Conservation Commission, and the Town of Lexington, acting by and through its Board of Selectmen, dated as of March 23, 2015 and recorded with the Registry in Book 65160, Page 85.

[Signatures to appear on next page.]

IN WITNESS WHEREOF, this Notice of Exercise is signed as of the ____ day of ____ 2015.

**TOWN OF LEXINGTON
BOARD OF SELECTMEN**

Joseph N. Pato, Chairman

Peter C. J. Kelley

Norman P. Cohen

Michelle L. Ciccolo

Suzanne E. Barry

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this __ day of ____, 2015, before me, the undersigned notary public, personally appeared _____, members of the Town of Lexington Board of Selectmen and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose name are signed on the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose.

Official signature and seal of notary
Notary Public:

PURCHASE AND SALE AGREEMENT

As of this ___ day of _____, 2015 (the “Effective Date”):

1. Parties and Mailing Addresses:

[Katherine Cormier, the Personal Representative of the estate of Kathleen Wright] and as Successor Trustee of the Thomas C. Wright Revocable Trust and as Successor Trustee of the Sara M. Wright Revocable Trust, having full authority under the respective Trusts to enter into this Agreement and having an address of [_____] (the “SELLER”), agrees to SELL and]

The Town of Lexington, acting by and through its Board of Selectmen, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the “BUYER”), agrees to BUY, upon the terms set forth herein, the following described premises:

2. Description:

Land containing approximately 43,446 square feet identified as “Parcel 2” (the “Property”) on that certain Plan entitled “Plan of Land in Lexington, Massachusetts prepared for Kathleen Wright” dated October 22, 2012 and recorded with the Middlesex Southern District Registry of Deeds as Plan 808 of 2012.

For SELLER’s title to the Property, see deed to Thomas C. Wright and Sara M. Wright dated May 3, 1998 and recorded with the Middlesex South Registry of Deeds in Book 19065, Page 52, and Probates of the Estates of Thomas C. Wright, Middlesex Probate Docket No. 91P4747E, and Sara M. Wright, Middlesex Probate Docket No. 91P4746E (Frances M. Wright, Co-Trustee, Middlesex Probate 12P0350).

3. Title Deed:

The Property is to be conveyed by a good and sufficient quitclaim deed running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except such taxes for the then current year as are not due and payable on the delivery of such deed.

4. Purchase Price:

The agreed purchase price for the Property is [Five Hundred Twenty-One Thousand Seven Hundred Dollars] (the “Purchase Price”), of which

\$ 1,000.00 has been paid as a deposit this day (the “Deposit”);

\$ [520,700.00] is to be paid at the time of delivery, acceptance and recording of the deed by certified, cashier’s, treasurer’s or bank check(s), conveyancing attorney’s IOLTA check or wire.

P&S] [\$ 521,700.00] TOTAL [To be adjusted based on CPI at time of execution of

5. Time for Performance; Delivery of Deed:

Such deed is to be delivered at 10:00 A.M. on the [] day of November, 2015 at the office of the Lexington Town Manager at 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, (the “Closing Date”), provided the BUYER at its sole discretion upon written notice delivered to the SELLER not less than seven (7) days before the Closing Date may reschedule the date for the delivery of the deed but such date shall be in or within ninety (90) days from the Closing Date. It is agreed that time is of the essence of this Agreement.

6. Possession and Condition of Property:

Full possession of the Property free of all tenants and occupants is to be delivered at the time of the delivery of the deed, the Property to be then (a) in the same condition as they now are, reasonable use and wear and tear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 3 hereof.

7. Extension to Perfect Title or Make Property Conform:

If at the time for performance of this Agreement the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, as the case may be, (a) SELLER shall give written notice thereof to the BUYER at least three (3) days before the time for the delivery of the deed, (b) SELLER shall use diligent, good faith efforts to remove any defects in title or to deliver possession as provided herein or to make the Property conform to the provisions hereof, and (c) upon the delivery of the notice mentioned above, the Closing Date shall be extended for a period of up to thirty (30) days, provided, however, that such extension period shall be for as short a period as is required by the SELLER to effect such necessary cure to the title or condition of the Property. SELLER’s diligent, good faith efforts hereunder shall not require the SELLER to expend more than \$10,000, exclusive of sums paid to discharge mortgages, voluntary monetary liens and/or municipal charges.

8. Failure to Perfect Title or Make The Property Conform:

If at the expiration of the extended time provided in Paragraph 7 above the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER's Election to Accept Title:

The BUYER shall have the election, at either the original Closing Date or any extended Closing Date, to accept such title as the SELLER can deliver to the Property in its then condition and to pay therefor the Purchase Price without deduction, in which case the SELLER shall convey such title to Buyer.

10. Acceptance of Deed:

The acceptance and recording of a deed by the BUYER shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. Use of Purchase Money to Clear Title:

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to institutional mortgages only, as soon as possible thereafter in accordance with applicable laws and conveyancing practices.

12. Insurance:

Until recording of the deed, SELLER shall maintain property and liability coverage on the Property as presently insured.

13. Adjustments:

Water and sewer use charges, and taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the BUYER at the time of delivery of the deed.

14. Adjustment of Un-assessed and Abated Taxes:

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

15. Deposit:

The Deposit made hereunder shall be held in escrow by the law firm of Anderson & Kreiger LLP (the "Escrow Agent") in accordance with the terms and conditions of this Paragraph 15 and the agreement affixed hereto as Exhibit 1 (the "Escrow Agreement").

16. BUYER's Default; Damages:

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be paid to the SELLER as liquidated damages and this shall be the SELLER's sole and exclusive remedy at law or in equity for any breach of this Agreement by the BUYER.

17. Maintenance of Improvements:

SELLER agrees to maintain the house and the barn located on the Property in the same condition as they presently exist as of the date hereof reasonable wear and tear excepted until the Closing. The parties hereby acknowledge that in the event that the SELLER fails to maintain the house and barn as set forth herein, the BUYER may pursue all remedies available in law and in equity, including without limitation specific performance.

18. SELLER Delivery of Property Documents:

SELLER has delivered to BUYER all environmental reports and assessments relating to the Property, if any, all geotechnical information and updates of such information relating to the Property, if any. During the term hereof, SELLER shall deliver such other documents and information in SELLER's control as BUYER may reasonably request.

19. Due Diligence Period:

The BUYER shall have a due diligence period of sixty (60) days commencing on the Effective Date (the "Due Diligence Period"), during which the BUYER shall have full opportunity to inspect, take measurements, conduct surveys, perform tests, show the Property to contractors, architects, surveyors, engineers and insurers, and make legal, engineering and other reviews or investigations of the Property, including, without limitation, title analysis, environmental site assessments, soil and groundwater tests, well drilling, percolation tests, property surveys, and evaluations of utilities.

Within thirty (30) days of the commencement of the Due Diligence Period (the "Title Review Period"), the BUYER shall deliver written notice (the "Title Objection Notice") to the SELLER specifying any objections that BUYER may have to any title matters relating to the Property. Promptly after the receipt of the Title Objection Notice, SELLER shall use diligent, good faith efforts to address any objections raised by BUYER to BUYER's reasonable satisfaction prior to the Closing Date. In the event that, despite SELLER's diligent and good faith efforts, SELLER cannot substantially address any objections as provided above prior to the Closing Date, SELLER's right to extend the closing as set forth in Paragraph 7 hereof shall automatically be waived for the matters identified in the Title Objection Notice.

If BUYER fails to deliver the Title Objection Notice prior to the expiration of the Title Review Period, BUYER shall be deemed to have waived its rights to object to the status of the title to the Property, subject however to BUYER's right to provide a

supplementary Title Objection Notice at any time up to the Closing Date respecting those defects in title arising after the expiration of the Title Review Period.

The SELLER shall cooperate with the BUYER to give the BUYER access to the Property during the Due Diligence Period.

Prior to engaging in any test or investigation that could damage any portion of the premises, BUYER shall give SELLER three (3) business days' notice and the opportunity to have a representative or employee of SELLER present during such activity. BUYER shall use reasonable efforts promptly to repair, at its sole cost and expense, any damage to the premises caused by such tests or investigations.

If the BUYER is not satisfied in its sole judgment with any of the information obtained by the BUYER while conducting the due diligence identified above (other than title objection issues that are controlled by the second and third paragraphs of this section), then the BUYER shall have the right to terminate this Agreement by written notice to the SELLER at any time or prior to 5:00 p.m. on the last day of the Due Diligence Period.

20. Title:

It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless:

- A. All buildings, structures and improvements, including, but not limited to, any driveways, garages, fences, septic systems and all means of access to the Property, are located completely within the boundary lines of said Property and shall not encroach upon or under the property of any other person or entity;
- B. No building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said Property;
- C. Title to the Property is insurable at normal title insurance premium rates, for the benefit of BUYER by a nationally-recognized title insurance company upon delivery from SELLER to BUYER of the deed contemplated by this Agreement and upon recordation of such deed, by an owner's title insurance policy (on the current ALTA form) insuring fee title in the BUYER free from all exceptions other than those exceptions set forth in Paragraph 3 or elsewhere in this Agreement;
- D. Certificates of Compliance for any outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

21. Access:

In addition to the BUYER's rights set forth in Paragraph 19, the BUYER and its agents shall have the right of access to the Property prior to the Closing Date for the purpose of inspecting the condition of the Property.

22. Notices:

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or sent by Federal Express or other recognized overnight delivery service or by facsimile (with proof of transmission):

in case of notice to SELLER, to:

Katherine Cormier
[]

with a copy to:

Alan A. Wrigley
Suite 14
114 Waltham Street
Lexington, MA
Fax: 781.674.9474

in case of notice to BUYER, to:

Carl Valente
Town Manager
Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420
Fax: 781.861.2921

with copies to:

Ryan D. Pace and Stephanie B. Dubanowitz
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Tel: 617.621.6551
Fax: 617.621.6651

Any such notice shall be deemed given when so delivered by hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or if by facsimile (with proof of transmission), on the same business day.

23. REBA Standards:

Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be

governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement.

24. Underground Fuel Storage Tanks:

The SELLER warrants and represents that, to the best of the SELLER's knowledge and belief, there are no underground fuel storage tanks on the Property. The provisions of this Section 24 shall survive delivery of the deed.

25. SELLER Delivery of Closing Documents:

The SELLER shall cooperate with the BUYER by executing, acknowledging, swearing to the truth to the best of their knowledge and belief of the contents and delivering such instruments as may reasonably and customarily be required by the BUYER's title insurance company and/or the BUYER's attorney in conjunction with the closing.

26. Extensions:

By executing this Agreement, the BUYER and SELLER hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions hereunder, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

27. Efforts to Cure Title or Condition of the Property:

The SELLER shall use best efforts to deliver the Property and the title thereto as provided herein by the Closing Date.

28. Suits or Judgments:

The SELLER represents and warrants to the BUYER that the SELLER has no notice or knowledge of any suits or judgments in relation to the Property. The provisions of this paragraph shall survive the delivery of the deed for the Property or the early termination hereof.

29. Brokers:

The SELLER and BUYER each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This paragraph shall survive delivery of the deed for the Property or the early termination hereof.

30. Disclosure of Beneficial Interest Form:

The SELLER will complete the disclosure of beneficial interest form that is attached hereto as Exhibit 2 as required under G.L. c. 7C, section 38.

31. Municipal Purpose and Approvals:

The BUYER is acquiring the Property for municipal purposes which may include open space and passive outdoor recreation. The BUYER may elect to acquire the Property through one or more deeds for portions of the Property running to one or more municipal entities, boards or commissions, including, without limitation, the Lexington Conservation Commission, upon notification to the SELLER at least seven (7) days before the deed or deeds are to be delivered as herein provided. Notwithstanding anything set forth herein to the contrary, the BUYER's obligations hereunder are expressly subject to the approval of the Lexington Board of Selectmen and all other municipal approvals that are required for the purchase of the Property, including a Town Meeting Vote.

32. SELLER represents that the Property is connected to and served by municipal water and sewer.

33. Smoke Detectors:

SELLER shall, at the time of the delivery of the deed, deliver a certificate from the Town of Lexington fire department stating that the Property has been equipped with approved smoke detectors in conformity with applicable law.

34. Carbon Monoxide Detectors:

SELLER shall provide a certificate from the fire department of the Town of Lexington, either in addition to or incorporated into the certificate described above, stating that the Property has been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 sec. 26F1/2 or that the Property is otherwise exempted by the statute.

35. SELLER warrants and represents to BUYER that, to the best of SELLER's knowledge, SELLER has not installed and has no knowledge of the existence or use of urea formaldehyde foam insulation (UFFI) in or on the Property.

36. Assignment:

SELLER shall not be entitled to assign any of the rights hereunder, except to entities controlled by the SELLER, and the BUYER shall be entitled to terminate this Agreement by written notice to the SELLER in the event of a breach of this Paragraph 37.

37. Buyer Termination:

In the event of any termination of this Agreement by the BUYER as permitted hereunder or any default by SELLER, then the Deposit made under this Agreement shall be forthwith refunded in accordance with the Escrow Agreement and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

38. Liability of Trustee, Shareholder, Beneficiary, etc.:

SELLER and BUYER are executing this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound; neither the SELLER nor BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

39. Warranties and Representations:

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or otherwise made in writing.

40. Construction of Agreement:

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and BUYER. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

In witness whereof, the parties hereto affix their hands and seals as of the date first set forth above.

BUYER:

TOWN OF LEXINGTON

By: _____
Carl Valente, Town Manager
Duly authorized

SELLER:

Thomas C. Wright Revocable Trust

Katherine Cormier
Trustee

Sara M. Wright Revocable Trust

Katherine Cormier
Trustee

Exhibit 1

ESCROW AGREEMENT

WHEREAS, Katherine Cormier, Personal Representative of the estate of Kathleen Wright, and as Successor Trustee of the Thomas C. Wright Revocable Trust and as Successor Trustee of the Sara M. Wright Revocable Trust, having full authority under the respective Trusts to enter into this Agreement and having an address of 241 Grove Street, Lexington, Massachusetts 02420 (the “Seller”), as seller, and The Town of Lexington, by and through its Board of Selectmen, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (“Buyer”), as buyer, entered into that certain Purchase and Sale Agreement dated as of _____ (the “Agreement”) for the real property known and numbered as 241 Grove Street, Lexington, Massachusetts (the “Property”);

WHEREAS, the Agreement calls for the deposit of \$1,000 of the purchase price (the “Escrow Sum”) to be placed in escrow;

NOW THEREFORE, in exchange for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to escrow the Escrow Sum as follows:

1. Buyer, Seller and the Escrow Agent agree to comply with the terms of the Agreement and this Escrow Agreement related to the Escrow Sum for the purposes hereof.
2. The Escrow Sum shall be retained by the Escrow Agent in a non-interest bearing escrow account, and it shall be held in accordance with the terms set forth below:
 - a) In the event of a dispute relating to the Escrow Sum, the Escrow Agent shall retain all or any portion of the Escrow Sum pending the receipt of written instructions agreed to and signed by Seller and Buyer or receipt of a court order directing the distribution of the Escrow Sum after all appeals therefrom have been taken or appeals periods relating thereto have expired. In the alternative, the Escrow Agent may resign at any time by transferring the Escrow Sum to a successor escrow agent reasonably acceptable to Seller and Buyer, which successor agrees in writing to act as escrow agent.
 - b) Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless for any and all costs and expenses, including reasonable attorney’s fees, incurred in connection with any dispute concerning the Escrow Sum.
 - c) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and in the Agreement, and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instructions of, any or all of the parties hereto.
 - d) The Escrow Agent, in its sole discretion, may institute legal proceedings of any kind, including, but not limited to, a legal proceeding in any court of competent jurisdiction, to determine the obligations of the parties hereunder and to deposit the Escrow Sum in such

court; and upon such deposit and institution of legal proceedings, the duties of the Escrow Agent shall be fully terminated and the Escrow Agent shall be fully discharged from all such duties. The Escrow Agent shall not be required to institute or defend any administrative, arbitral, judicial or other action or legal process involving any matter referred to herein which in any manner affects it or its duties or liabilities hereunder unless and until it has received full indemnity as it shall in its sole discretion require against any and all claims, liabilities, judgments, attorneys' fees and other costs and expenses of any and every kind in relation thereto.

- e) In taking any action hereunder, the Escrow Agent shall be protected and may rely upon any notice, paper or document or signature believed by it to be genuine or upon any evidence deemed by it to be sufficient. In no event shall the Escrow Agent be liable for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or willful misconduct, and in no event shall it be liable or responsible for any failure of any banking institution in which the Escrow Sum is deposited to pay such Escrow Sum at the Escrow Agent's direction.
 - f) The Escrow Agent shall not be under a duty to give the property held hereunder a greater degree of care than the Escrow Agent gives its own similar property.
 - g) The rights and immunities of the Escrow Agent hereunder shall apply equally to its partners, of counsel, associates, employees, affiliates and agents.
 - h) Seller and Buyer agree that Anderson & Kreiger LLP's status as Escrow Agent shall not affect its ability to act as Buyer's counsel in the event a dispute arises regarding the Escrow Sum, or any other dispute under this Escrow Agreement or with respect to the sale of the Property, and Seller and Buyer hereby waive any current or future conflict of interest which may result from the same.
 - i) This Agreement sets forth exclusively the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.
3. The Escrow Sum will be deposited in Escrow Agent's non-interest-bearing IOLTA account.
4. Any capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Agreement.

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

This document is executed under seal as of this __ day of ____, 2015.

BUYER:

SELLER:

TOWN OF LEXINGTON

Thomas C. Wright Revocable Trust

By: _____
Carl Valente, Town Manager

Katherine Cormier
Trustee

Sara M. Wright Revocable Trust

Katherine Cormier
Trustee

ANDERSON & KREIGER LLP, as Escrow Agent

By:

Exhibit 2

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY: 241 Grove Street, Lexington, MA

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Sale of property

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Town of Lexington, acting on behalf of its Board of Selectmen

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): None

DISCLOSURE STATEMENT FOR

**TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**

M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

I.9

AGENDA ITEM TITLE:

Approve Farmers' Market Winery License (5 min.)

SUMMARY:

Charlton Orchards has applied for a special license to sell and serve samples of wine at the Lexington Farmers' Market for the 2015 season.

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve and sign a special license for Charlton Orchards to sell/serve wine at the Lexington Farmers' Market from May 26, 2015 through October 27, 2015 only on Tuesdays from 2:00 p.m. to 6:30 p.m.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

8:15 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Charlton Orchards Application	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

I.10

AGENDA ITEM TITLE:

Approve Sunday Entertainment License for Fiesta Shows/Lions Club (5 min.)

SUMMARY:

Since the Carnival will be in operation on a Sunday this year, they need a "Public Entertainment on Sunday" License. Attached is the application/license for your approval.

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve and sign the Request for Public Entertainment on Sunday for the July 4th Carnival to be held on Sunday, July 5, 2015.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

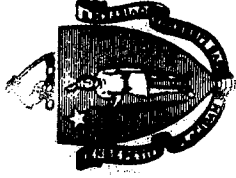
6/1/2015

8:20 PM

ATTACHMENTS:

Description	Type
☐ Carnival Application/License for Sunday Entertainment	Backup Material

THE COMMONWEALTH OF MASSACHUSETTS



State Fee, \$ 5
Municipal Fee, \$ 170.00

Town of Lexington
LICENSE

for

Public Entertainment on Sunday

Fiesta Shows / Lexington Lions Club

(Name of licensee)

license for Amusement Rides/games on July 5, 2015 (Date)

to be conducted at No. Hastings Field (Ma. Avert Warthen Rd.) Street.

The name of the establishment is Fiesta Shows

is hereby granted a

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment will not commence before 1 P.M. and that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions:

The licensee shall not advertise his place of amusement, or any performance or exhibition therein, by means of pictorial posters or placards of an obscene or indecent nature; shall not, in his place of amusement, allow any person to wear a head covering which obstructs the view of other spectators; shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about his place of amusement during performances therein; shall employ to preserve order in his place of amusement only regular or special police officers designated therefor by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief Engineer of the Fire Department to guard against fire; shall keep in good condition, so as to be easily accessible, such standpipes, hose, water pails, axes, chemical extinguishers and other apparatus as the Chief Engineer of the Fire Department may require; shall allow such members of the fire department, in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle, passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen.

This license shall be kept on the premises where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Commissioner of Public Safety.

This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

The following numbers shown on program submitted are not approved:

Mayor or Selectmen

Do not write in this space

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

Application for license for Public Entertainment on Sunday

Hon. Joseph N. Pato
 Mayor,
 Chairman of Board of Selectmen,
Lexington
 (City or Town)

Dear Sir:

The undersigned, in accordance with chapter 136 of the General Laws, as amended, hereby requests a license for

Amusement Rides + games

in or on the property at No. Hastings Field (No. Ave + Worthington)
(Insert Description of Entertainment)
 Street

on July 5, 2015 from 1 P.M. to 5 P.M.
(Date) (Name of Building)

The concert or entertainment above mentioned is to be in keeping with the character of the Lord's Day and not inconsistent with its due observance.

Licensee or Authorized representative Fiesta Shows
(Sign name legibly)

Home Address, P.O. Box 460
Seabrook, NH, 03874

PROGRAM OF CONCERT OR ENTERTAINMENT

No.	Name of Artists, Orchestra or other Entertainment	Nature of Entertainment	Description of Costume to be worn
16	games		
18	Rides		
34	Total units		

THIS APPLICATION AND PROGRAM MUST BE SIGNED BY THE LICENSEE OR AUTHORIZED REPRESENTATIVE OF ENTERTAINMENT TO BE HELD. NO CHANGE TO BE MADE IN THE PROGRAM WITHOUT PERMISSION OF THE AUTHORITIES GRANTING AND APPROVING THE LICENSE.
 THE FEE OF \$ DOLLARS TO ACCOMPANY THIS APPLICATION AND PROGRAM WHEN FORWARDED TO THE COMMISSIONER OF PUBLIC SAFETY FOR APPROVAL.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

I.11

AGENDA ITEM TITLE:

Approve Limousine License Renewals (5 min.)

SUMMARY:

R&M Ride has provided the necessary paperwork to renew their one Limousine License. A CORI check for came back with no information. This renewal is for the period May 1, 2015 through May 1, 2016. The limo has been inspected by the Police Department.

RECOMMENDATION / SUGGESTED MOTION:

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

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

8:25 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> R&M Ride Limo Application	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

I.12

AGENDA ITEM TITLE:

Selectmen Committee Reappointments - LexHAB (5 min.)

SUMMARY:

Lexington Housing Assistance Board

The terms for Dave Eagle, Bill Hays and Martha Wood expired May 31, 2015. They all would like to be reappointed and the Chairman requested they be reappointed also.

RECOMMENDATION / SUGGESTED MOTION:

Motion to reappoint David Eagle, William Hays and Martha Wood to the Lexington Housing Assistance Board for terms to expire May 31, 2018.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

8:30 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Current Member List for LexHAB	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

I.13

AGENDA ITEM TITLE:

New Selectmen Emails and Technical Support (10 min.)

SUMMARY:

The Selectmen have recently been provided with a Town e-mail. This will be the Board's opportunity to discuss how and when the e-mails will be used and to answer any questions or concerns.

The e-mail addresses for the board are:

- jpato@lexingtonma.gov Joe Pato
- pkelley@lexingtonma.gov Peter Kelley
- ncohen@lexingtonma.gov Norm Cohen
- mciccolo@lexingtonma.gov Michelle Ciccolo
- sbarry@lexingtonma.gov Suzie Barry

The board will also be receiving Town-issued tablet devices for access to the new electronic meeting document management system and for access to Town e-mail. These tablets are the standard issue configuration used by the Town and can be repurposed for other Town use should board members determine they don't need them.

RECOMMENDATION / SUGGESTED MOTION:

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

8:35 PM

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

C.1

AGENDA ITEM TITLE:

Commitment of Water and Sewer Charges

SUMMARY:

See attached request for commitments of water and sewer.

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the water and sewer commitments as shown.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

8:45 PM

ATTACHMENTS:

Description	Type
☐ Commitment of Water and Sewer Charges	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

June 1, 2015

STAFF:

William P. Hadley, Director



ITEM NUMBER:

Consent

SUBJECT:

Commitments of Water and Sewer charges.

EXECUTIVE SUMMARY:

Commitment of Water and Sewer Section 2 April 2015	\$1,651,234.08
Commitment of Water and Sewer Cycle 9 April 2015	\$ 229,913.46
Commitment of Water and Sewer Finals April 2015	\$ 3,482.52

FINANCIAL IMPACT:

Allows the reconciliation with the General Ledger.

RECOMMENDATION / SUGGESTED MOTION:

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

STAFF FOLLOW-UP:

Revenue Officer



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

COMMITMENT SP0215	SECTION 2	GRAND TOTALS
	APRIL 2015	
WATER	\$555,633.05	\$555,633.05
SEWER	\$1,095,601.03	\$1,095,601.03
TOTAL:	<u>\$1,651,234.08</u>	<u>\$1,651,234.08</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:

One million, six hundred fifty-one thousand, two hundred thirty-four dollars and 08/00

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

William A. Hedley

DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN June 1, 2015

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



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

	CYCLE 9 APRIL	GRAND TOTALS
WATER	\$221,612.12	\$221,612.12
SEWER	\$3,306.20	\$3,306.20
FEE FOR BEDFORD	\$4,995.14	\$4,995.14
TOTAL:	<u>\$229,913.46</u>	<u>\$229,913.46</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 twenty-nine thousand, nine hundred thirteen dollars and 46/00

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

William D. Sedley

DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN June 1, 2015

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



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

FINALS

GRAND TOTALS

WATER	\$1,170.81	\$1,170.81
SEWER	\$2,311.71	\$2,311.71
TOTAL:	\$3,482.52	\$3,482.52

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:

Three thousand, four hundred eighty-two dollars and 52/00

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

BOARD OF SELECTMEN

June 1, 2015

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

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Joe Pato

ITEM NUMBER:

C.2

AGENDA ITEM TITLE:

Authorize the Chairman to Approve Lowering the Battle Green Flag

SUMMARY:

In case there is not time to request the lowering of the Battle Green flag at a Selectmen's Office, the Chairman would be authorized to approve lowering the Battle Green flag as necessary following the policy.

RECOMMENDATION / SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

8:45 PM

ATTACHMENTS:

Description	Type
▣ Policy for Lowering the Flag on the Battle Green Flag	Cover Memo

BOARD OF SELECTMEN POLICY

LOWERING THE FLAG ON THE BATTLE GREEN

Date Approved by BOS:

Signature of Chair:

November 28, 2005

Jeanne K. Krieger

The flag on the Battle Green shall be lowered at the direction of the Board of Selectmen from sunrise to sunset on the day of the funeral or service for:

- Those currently serving in the Armed Services
- Veterans of the Armed Services
- Employees and former employees of the Town
- Current and former officials of the Town (elected or appointed)
- Others at the discretion of the Selectmen or at the request of the Governor of Massachusetts or the President of the United States

The Board of Selectmen may increase the period of time depending upon particular circumstances.

The flag should be lowered only if the request to the Department of Public Works comes directly from the Selectmen's Office.

Policy approved by the Board of Selectmen on November 28, 2005.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

PRESENTER:

Carl F. Valente, Town
Manager

ITEM NUMBER:

E.1

AGENDA ITEM TITLE:

Exemption 3 and 6: School Department Collective Bargaining Update; Consider Purchase, Exchange, Lease or Value of Real Property (30 min.)

SUMMARY:

Suggested Motion by Chair for Executive Session: I move that the Board go into Executive Session to discuss strategy with respect to collective bargaining with the Teacher's union; and to consider the purchase, exchange, lease or value of real property; 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 and negotiating position of the Town.

The School Committee has requested that the Town Manager update the Selectmen on the status of their collective bargaining negotiations with the Teacher's union.

The Town Manager will brief the Board on two parcels of land available for potential purchase.

RECOMMENDATION / SUGGESTED MOTION:

NA

FOLLOW-UP:

Town Manager

DATE AND APPROXIMATE TIME ON AGENDA:

6/1/2015

8:50 PM

ATTACHMENTS:

Description

Type

Parcel 1

Exhibit