

SELECTMEN'S MEETING
Monday, October 5, 2015
Public Services Building Cafeteria, 201 Bedford Street
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. Continued Public Hearing - Flammable Storage License – 128 Spring Street (5 min.) 7:00 PM
2. Update on Restoration Project for Minuteman Statue and Minuteman Monument (10 minutes) 7:05 PM
3. Approve Proposed FY2016 Water and Wastewater Rates (20 minutes) 7:15 PM
4. Discussion of Parking Meter and Permit Rates (15 minutes) 7:35 PM
5. Discussion of School District Building Projects Plan (30 min.) 7:50 PM
 - a. School Committee Input on Projects
 - b. DiNisco 20 Pelham Road Study Proposal
 - c. Preparing Financing Model
6. Review Proposed Agenda for October 14 Mass. Avenue Roadway Improvement Project Meeting (10 minutes) 8:20 PM
7. Permanent Building Committee Roles and Responsibilities 8:30 PM
8. Interim Transfer of Sidewalk Committee Responsibilities 8:45 PM
9. Review Draft Intermunicipal Agreement-Animal Control Services (10 minutes) 8:55 PM
10. Selectmen Committee Appointment/Reappointments (10 min.) 9:05 PM
11. Town Manager Appointments - Youth Commission and Commission on Disability 9:10 PM
12. Approve Common Victualler License for Tres Petite Creperie (5 min.) 9:15 PM
13. Sign Warrant for the November 2015 Special Town Meetings 9:20 PM

CONSENT AGENDA

1. Water and Sewer Commitments and Adjustments 9:25 PM
2. Sign Utilities Easement - 19 Revere Street 9:25 PM
3. Street Acceptance Timeline 9:25 PM

4. Sign Proclamation - Lexington High School PE Teacher 9:25 PM
5. One-Day Liquor Licenses 9:25 PM
 - a. St. Brigid
 - b. Lexington Elks
 - c. Lexington Community Farm Coalition

EXECUTIVE SESSION

1. Exemption 3: Discuss Strategy with Respect to Collective Bargaining (Custodians, 9:30 PM Police); and Exemption 6-Consider Purchase, Exchange, Lease or Value of Real Property (20 Pelham Road) (30 min.)

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

AGENDA ITEM TITLE:

Continued Public Hearing - Flammable Storage License – 128 Spring Street (5 min.)

PRESENTER:

Joe Pato

ITEM NUMBER:

I.1

SUMMARY:

Attached is the request from 128 Spring Street LLC for a Flammable Storage License at 128 Spring Street (Map 18, Lot 2B). At your meeting on September 21 you decided to continue the hearing to October 5 to allow time to verify the address.

The Assessors Office and Engineering Office were contacted regarding whether the 128 Spring Street address was correct. Both have confirmed 128 Spring Street is the correct address and the Assessor's Office will be correcting the database. See attached emails from the Engineering and Assessor offices.

See attached information that was included in your packet from September 21.

SUGGESTED MOTION:

Motion to approve a Flammable Storage License for 128 Spring Street Lexington LLC, for the storage, operation and maintenance of existing flammable and combustible storage at 128 Spring Street (Map 18, Lot 2B), as presented.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

7:00 PM

ATTACHMENTS:

Description	Type
☐ Engineering Email Regarding 128 Spring Street	Backup Material
☐ Assessor Email Regarding 128 Spring Street	Backup Material
☐ Legal Notice-Flammable Storage-128 Spring Street	Backup Material
☐ Request, Application and License for Flammable Storage at 128 Spring Street	Backup Material
☐ GIS Map of 128 Spring Street	Backup Material

Lynne Pease

From: Lynne Pease
Sent: Friday, August 28, 2015 10:32 AM
To: Meghana Shah
Subject: RE: 128 Spring Street

Thank you for looking into this and letting me know the outcome.

Lynne A. Pease

Selectmen's Office
Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420
email selectmen@lexingtonma.gov
phone 781-698-4580
fax 781-863-9468

From: Meghana Shah
Sent: Thursday, August 27, 2015 4:16 PM
To: Lynne Pease
Cc: John Fleck; Michael Flamang
Subject: 128 Spring Street

Hello Lynne,

I had a conversation with Assessors Robert Lent and Elaine Melahouris this afternoon and found out that they have incorrect address for parcel (18-2B) as 124 Spring street. GIS data directly comes for Assessors database and that is the reason why our GIS doesn't have 128 Spring Street. Assessors are going to change their data for 124 Spring Street to 128 Spring Street as the Deed is also under 128 Spring Street. So you can use 128 Spring street for the application on flammable storage.

Please let me know if you have any questions.

Meghana Shah
Town of Lexington
Engineering Division
201 Bedford Street
Lexington MA-02420
(781)-274-8310



Lynne Pease

From: Robert Lent
Sent: Wednesday, September 23, 2015 1:48 PM
To: Lynne Pease
Cc: Assessor's Office; Arnold Lovering
Subject: Sent from Snipping Tool
Attachments: SnipImage(3).JPG

Lynne—

We don't KNOW how this address ever came to represent Ledgemont I, , but Ledgemont II may not have been split from Ledgemont I back in the day....

We often wait until the actual bill (Q3 in January) comes out before making a change like this on any property to avoid confusion for the Collector's Office, but we're happy to make this change now because in this case, we don't expect that there are additional "moving parts" to the valuation/taxation.

I limited the view of the "snip-it" image because the Vision software screen is in "Live" mode, and the valuation, etc. is not finalized.

Hope this covers it for you, but please feel free to call me (or Elaine) to discuss!

Thank you.

Rob Lent

Director of Assessing
Lexington, MA
X84578



187 / 287 /
128 SPRING ST

Assessor

- Information
- Legal Information
- Account Information**
- Owner and Deed
- Assessment Summary
- Exemptions & Other
- Supplemental Data
- Abatements & Asses
- Parcel Addresses
- Associated Parcels
- Notice History
- Property Notes
- User Audit

Account Information

MBLU:	18		
Account Number:			
Property Location:	128		SF
City, State, Zip:			
Owner's Name:	128 SPRING STREET		
Parcel Name:			
Alternate Parcel ID:	001800002B		
Cross Street 1:			

128 SPRING STREET
LEGAL NOTICE
Town of Lexington
BOARD OF SELECTMEN

In accordance with the requirements of Chapter 148 Section 13 of the Massachusetts General Laws, the Board of Selectmen will hold a public hearing on the application of 128 Spring Street Lexington LLC for a license for the storage, operation, and maintenance of existing flammable and combustible storage at 128 Spring Street (Map 18, Lot2B), as shown in a document which is on file in the Selectmen's Office.

The hearing will be held in the Selectmen's Meeting Room, Town Office Building, on Monday, September 21, 2015 at 7:00 p.m.

Joseph N. Pato, Chairman
Board of Selectmen

AD#13325762
Lexington Minuteman 9/3/15

August 14, 2015



Joseph Pato, Chairman
Town of Lexington, Office of Selectmen
1625 Massachusetts Avenue
Lexington, MA 02173

Re: 128 Spring Street Lexington LLC Flammable License Application – Storage of Flammable Fluids

Dear Mr. Pato:

Related Beal, the property managers for 128 Spring Street Lexington LLC, is applying for an amendment to the existing Flammable License at Ledgemont Research Center, located at 128 Spring Street in Lexington, MA.

Based on our meetings with John Fleck, Lexington Fire Department Assistant Fire Chief, in addition to completing our annual tenant review, we are submitting this application to amend our current Flammable License.

Please find enclosed two copies of our flammable matrix for all tenants at Ledgemont Research Center. This matrix was designed by our fire safety engineer, and has been approved for use by the Lexington Fire Department for tenant flammable permit applications.

Below, please find the capacities, categories, and description of the kinds of fluids to be stored in containers at Ledgemont Research Center.

Total capacity of containers in gallons

Aboveground

- 1) 1,200 gallons of Flammable Liquid
- 2) 800 gallons of Combustible Liquid
- 3) 2,000 cubic feet of Flammable Gas
- 4) 200 pounds of Flammable Solid

Underground

- 1) 15,000 gallons of #2 Fuel Oil

If you need additional information, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Erin S. Orpik".

Erin Orpik
Senior Property Manager

Enclosures: Ledgemont Research Center Flammable Matrix (5 Excel worksheets); Ledgemont Total Flammables

Note: Complete upper portion of form and forward to local fire department.
Do not make application to Department of Fire Services.



Commonwealth of Massachusetts
Department of Fire Services - Office of the State Fire Marshal

City or Town LEXINGTON Date 8-10-2015

APPLICATION FOR LICENSE

For the lawful use of the herein described building... or other structure..., application is hereby made in accordance with the provisions of Chapter 148 of the General Laws, for a license to use the land on which such building... or other structure... is/are or is/are to be situated, and only to such extent as shown on plot plan which is filed with and made a part of this application.

Location of land 128 SPRING STREET Nearest cross street HAYDEN AVENUE
(Street & Number)

Owner of land 128 SPRING STREET LEXINGTON LLC Address 128 SPRING STREET LEXINGTON MA 02421

Number of buildings or other structures to which this application applies FIVE

Occupancy or use of such buildings OFFICE AND LABORATORY SPACE

Total capacity of containers in gallons: — Aboveground 1) 1200 gallons Flammable Liquid
2) 800 gallons Combustible Liquid Underground 15,000 gallons #2 FUEL OIL

Kind of fluid to be stored in containers: — 3) 2,000 cubic feet flammable gas
4) 200 pounds flammable solid (see attached)

Approved Disapproved

[Signature]
(Head of Fire Dept.)
8-14-2015
(Date)

Erin S. Ospek
(Signature of Applicant)
128 Spring St, Lexington, MA 02421
(Address)



Commonwealth of Massachusetts
Department of Fire Services - Office of the State Fire Marshal

City or Town _____ Date _____

LICENSE

In accordance with the provisions of Chapter 148 of the General Laws, a license is hereby granted to use the land herein described for the lawful use of the building... or other structure... which is/are or is/are to be situated thereon, and as described on the plot plan filed with the application for this license.

Location of land _____ Nearest cross street _____
(Street & Number)

Owner of land _____ Address _____

Number of buildings or other structures to which this application applies _____

Occupancy or use of such buildings _____

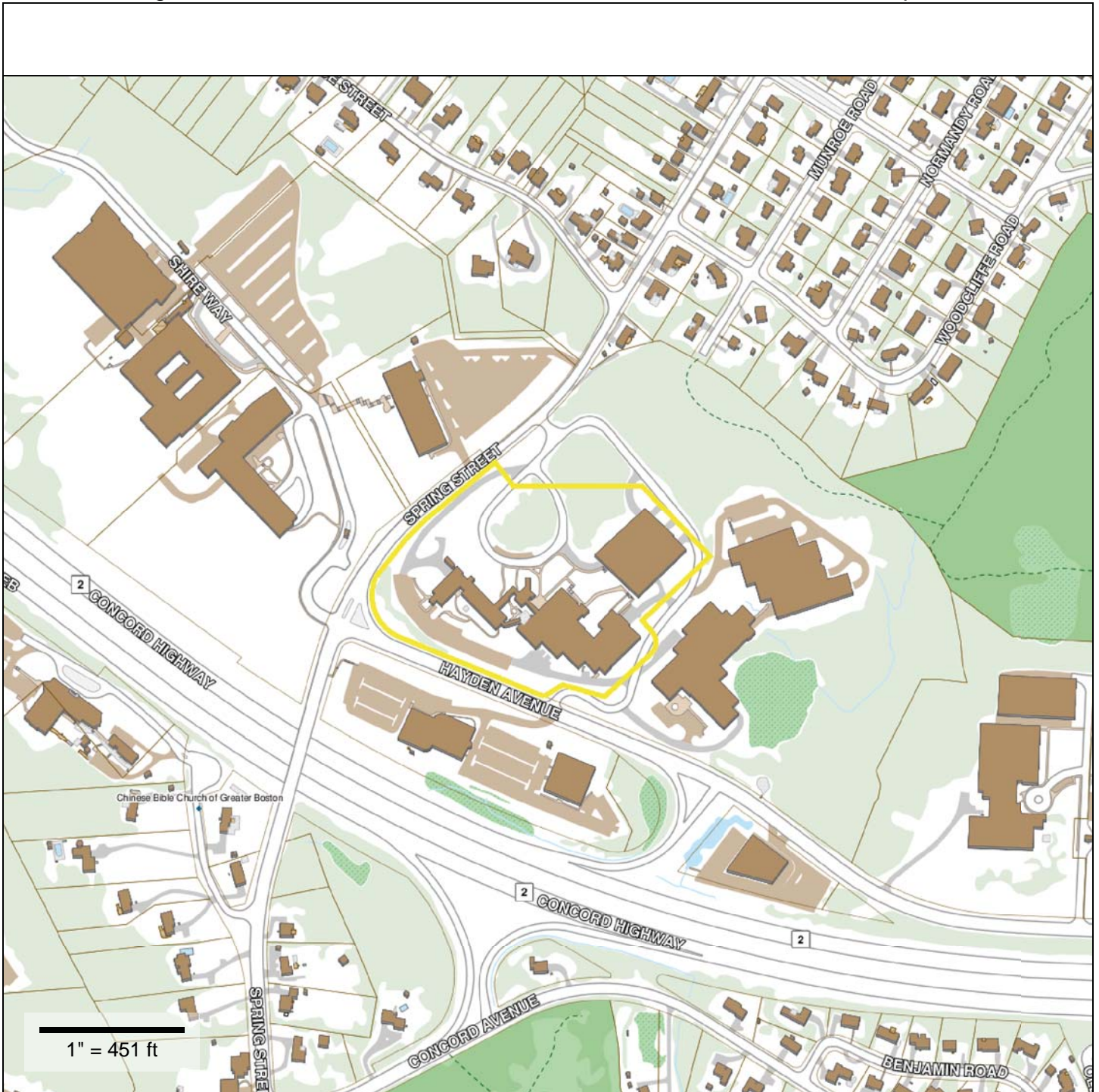
Total capacity of containers in gallons: — Aboveground _____ Underground _____

Kind of fluid to be stored in containers: — _____

Restrictions - If any: _____

Signature of licensing authority _____
Title

THIS LICENSE OR A PHOTOSTATIC OR CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY POSTED IN A PROTECTED



Property Information

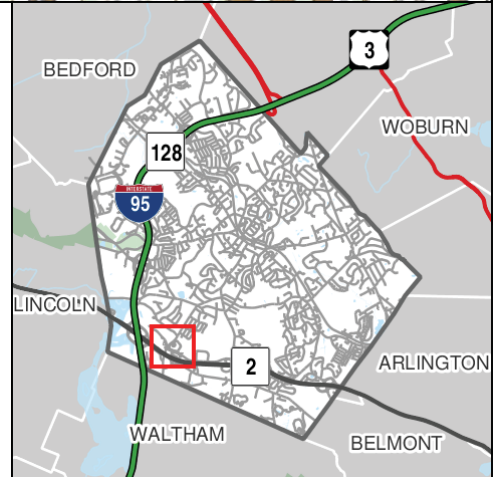
Property ID 18-2B
Location 124 SPRING ST
Owner ONE LEDGEMONT LLC
 C/O THE BEAL COMPANIES LL



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

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

Parcels updated October 27, 2014



AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Update on Restoration Project for Minuteman Statue and Minuteman Monument (10 minutes)

PRESENTER:

David Pinsonneault, Director of
Operations, DPW

ITEM NUMBER:

I.2

SUMMARY:

The Board will be updated on the comments at the public meeting regarding the restoration options for the Minuteman Statue/Monument.

SUGGESTED MOTION:

NA

FOLLOW-UP:

Continue restoratoin efforts, based on the Board's comments.

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

7:05 PM

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve Proposed FY2016 Water and Wastewater Rates (20 minutes)

PRESENTER:

Rob Addelson, Assistant Town
Manager for Finance

ITEM NUMBER:

I.3

SUMMARY:

This is the third of three meetings on proposed water/wastewater rates for FY2016. At the first meeting held on September 9, 2015, the Board reviewed the results of FY2015 water and wastewater operations; billed usage and retained earnings histories; the FY2016 water and wastewater budgets as adopted at the 2015 annual town meeting (direct and indirect costs that will serve as the basis for calculating FY2016 water and wastewater rates), and proposed changes to the budgets adopted last spring; and, preliminary FY2016 water and wastewater rates.

At the second meeting, held on September 21, 2015, the Board took public comment on proposed Water/Wastewater rates for FY2016.

Tonight's meeting is for the purpose of setting FY2016 water/wastewater rates.

The proposed rates presented on September 9th reflected a combined increase of 0.9%, or \$13.48 annually, for the average user of 120 hundred cubic feet. Subsequent to the September 21st meeting, the fall 2015 reads for Section 1 irrigation accounts were completed. An analysis of usage for Section 1 and the application of that usage to projections of Sections 2 and 3 (to be read in October and November) indicate that the projections of irrigation usage for FY16 that was used to generate proposed rates on September 9th can be increased by an additional 60,000 HCF. In addition, a closer examination of historical data has prompted a proposed decrease of usage estimates for Tier 2 water and wastewater by 7,000 HCF and 4,000 HCF respectively, and a proposed increase of usage estimates for Tier 3 water and wastewater by 15,000 HCF each. These changes result in a water rate increase of 3.9% versus 7.7% presented on September 9th, a wastewater rate decrease of 4.6% versus a decrease of 2.3% presented on September 9th, and a combined decrease for the home of average annual usage (120 HCF) of 1.9% versus the combined increase of 0.9% presented on September 9th.

Also, as part of the rate proposal it is proposed that an additional \$75,000 in water retained earnings be appropriated at the upcoming special town meeting to finance the FY16 water budget which would supplement the \$200,000 in retained earnings voted at the 2015 annual town meeting. The combined total of \$275,000 in retained earnings would effectively come from the FY15 surplus revenue attributable to Bedford usage in excess of FY15 estimates and would mitigate the increase in the FY16 MWRA water assessment attributable to Bedford's 2015 excess usage.

A table showing the change in rates from FY2015 to proposed FY2016 is attached.

SUGGESTED MOTION:

Move that the Board approve proposed FY16 water and wastewater rates as shown on the enclosed sheet.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

7:15 PM

ATTACHMENTS:

Description	Type
☐ Proposed FY16 Rates	Cover Memo
☐ Material Provided by John Bartenstein	Backup Material

PROPOSED FY2016 RATES

Residential / Commercial / Industrial	FY15 Water Rates	Proposed FY16 Water Rates	% Change	FY15 Wastewater Rates	Proposed FY16 Wastewater Rates	% Change
Tier 1	\$3.45	\$3.58	3.9%	\$7.05	\$6.73	-4.6%
Tier 2	\$5.18	\$5.38	3.9%	\$11.52	\$10.99	-4.6%
Tier 3	\$6.82	\$7.09	3.9%	\$18.31	\$17.46	-4.6%
irrigation	\$6.82	\$7.09	3.9%	NA	NA	0.0%
municipal	\$2.42	\$2.61	7.9%	\$2.88	\$3.02	4.9%
Hanscom/Lincoln Labs	\$5.08	\$5.28	3.9%	NA	NA	NA
VA Hospital	\$6.07	\$6.31	3.9%	NA	NA	NA
Bedford-water	\$2.44	\$2.64	7.9%	NA	NA	NA

To: Board of Selectmen
From: John Bartenstein, Appropriation Committee
Date: October 2, 2015
Re: Recommendations on FY2016 Water and Sewer Rates

This is an update of the comments I submitted at the public hearing on September 21.

Section 1 irrigation meter readings for the summer of 2015 came in earlier this week and were at record levels. Usage for section 1 was 79,804 hcf compared with last year's usage of 59,309 hcf, a 35% increase. This projects to town-wide usage of approximately 390,000 hcf for FY2016 compared with the estimate of 265,000 hcf used in the current rate proposal, which alone would generate surplus revenue in the water fund of \$924,000. See Attachment 1. The high irrigation usage is not surprising in view of this summer's extended dry spell and record overall water usage in Lexington reported this summer by MWRA. See Attachment 2.

Even if the projected town-wide irrigation water usage for FY2016 is reduced to the highly conservative figure of 350,000 hcf, see Attachment 3, it would yield at the current proposed rates approximately \$625,000 in additional water fund revenue (350,000 hcf – 265,000 hcf X \$7.35/hcf). This is more than sufficient to obviate the need for the rate subsidy of \$200,000 from retained earnings that was appropriated at the spring ATM and would also allow for a substantial reduction in the proposed water rate increase of 7.35%.¹

The new information about FY2016 irrigation water usage has significant implications for the setting of FY2016 rates required to achieve financial targets. Under the circumstances, I recommend the Board of Selectmen consider one of the following two alternatives:

Option 1: Using the modest revisions in projected usages for Tier 1-3 water and sewer usage I recommended on September 21, a revised conservative irrigation estimate of 350 hcf, and rescinding the unnecessary \$200,000 water rate subsidy, financial targets could be achieved with a water rate reduction of .21% and a sewer rate reduction of 4.87%, for a combined rate reduction of approximately 3.5%. See Attachment 4.

Option 2: Alternatively, the Board could simply vote to leave the FY2015 water and sewer rates unchanged. This would also allow the water rate subsidy to be retired, generate modest surpluses on the sewer side which would help to better balance the water and sewer fund retained earnings, and avoid any change in the "progressivity" of rates between high and low-end users. See Attachment 5.

¹ Because the high levels of water usage resulting from the dry summer occurred across the entire MWRA community, there is no need to "bank" surplus revenue from FY2016 to subsidize future MWRA assessment increases. Unlike the increased usage by the Town of Bedford, the increased irrigation usage should not materially change Lexington's allocable share of future MWRA costs relative to other member towns.

Irrigation Usage

			<u>% Chg</u>		<u>% Chg</u>		<u>% Chg</u>		<u>% Chg</u>		<u>% Chg</u>
	Sep-10	Sep-11		Sep-12		Sep-13		Sep-14		Sep-15	
Section 1 Actual, Fall	69,700	51,953	-25%	54,932	6%	58,802	7%	59,309	1%	79,804	35%
	FY2011	FY2012		FY2013		FY2014		FY2015			
Town-Wide Actual, Full Year	288,631	229,764	-20%	259,106	13%	287,953 *	11%	293,073	2%		
Town-Wide Proj. from Section 1		215,140		242,939		277,360		290,436 *		390,800 **	35%
Est. Used to Set Rates		208,816		230,000		244,000		254,000		265,000	

Anticipated Irrigation Surplus HCF

125,800

Anticipated Revenue Surplus \$

@ \$7.35 \$924,627.45

* The FY2014 actual Town-wide number was adjusted from the actual figure given last year of 277,793; based on the original figure, my projection for FY2015 was 268,145; the figure shown here, 290,436, is the projection that would have been used if the adjusted Section 1 data had been used

** Preliminary, "unscrubbed" data for Summer 2015 (first half of FY2016) but expected to be close

Massachusetts Water Resources Authority

Water Supplied: Town of Lexington

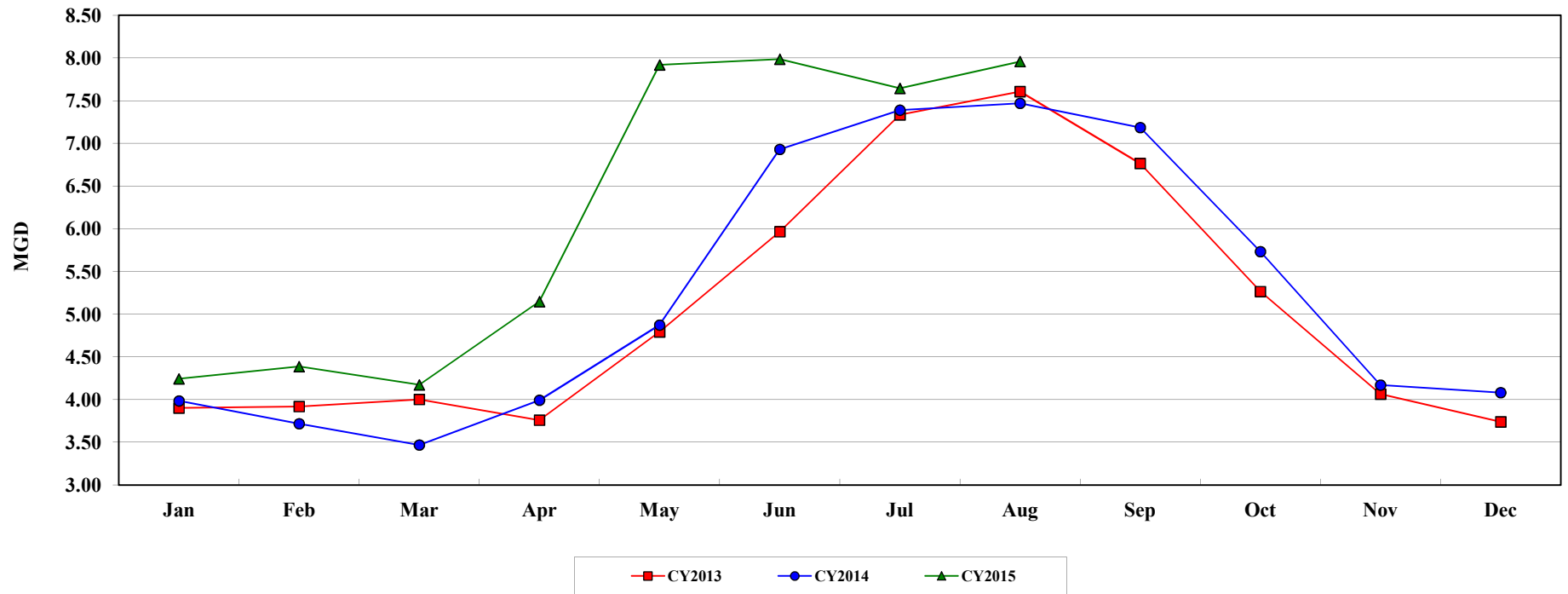
Share of Metro System Water Use		
Year to Date (YTD)		Annual
2015	2014	2014
3.28%	2.92%	2.95%

YTD CHANGES (CY15 vs. CY14)		
Water Supplied		Lexington System Share
Metro System	Lexington	
5.1%	18.2%	12.5%

MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Average	Annual Average
CY2013	3.901	3.918	4.002	3.759	4.792	5.966	7.335	7.607	6.765	5.265	4.064	3.739	5.178	5.102
CY2014	3.984	3.718	3.469	3.993	4.873	6.930	7.389	7.470	7.186	5.733	4.170	4.082	5.245	5.259
CY2015	4.243	4.386	4.172	5.147	7.919	7.987	7.645	7.959	0.000	0.000	0.000	0.000	6.201	6.201

MG	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Total	Annual Total
CY2013	120.944	109.717	124.075	112.764	148.561	178.976	227.381	235.803	202.945	163.213	121.913	115.918	1,258.220	1,862.210
CY2014	123.509	104.102	107.526	119.798	151.050	207.907	229.072	231.563	215.574	177.719	125.094	126.542	1,274.528	1,919.457
CY2015	131.541	122.813	129.339	154.418	245.478	239.596	236.989	246.721	0.000	0.000	0.000	0.000	1,506.895	1,506.895

Lexington Water Consumption



	Actual										RA Estimate Used to Build Rates		JB Final "Prediction"	JB Final Rec. Est. to Build Rates
	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2015	Proposed FY2016	FY2016	FY2016
Water														
Tier 1	678,957	685,189	692,360	673,076	680,747	669,898	668,771	677,967	677,135	677,006	670,000	674,000	675,000	675,000
Tier 2	153,558	141,115	152,098	116,055	117,493	117,536	103,386	106,650	106,000	102,919	110,000	110,000	100,000	100,000
Tier 3	193,594	163,047	161,145	163,160	177,434	194,452	206,690	211,757	231,938	228,852	210,000	200,000	230,000	220,000
Irrigation	215,651	172,174	253,909	198,300	167,201	288,811	229,764	259,106	287,953	293,073	254,000	265,000	390,000	350,000
Municipal	10,964	12,768	11,594	12,154	13,078	17,217	17,461	16,378	24,524	26,196	17,000	19,000		
Hansc/Linc	263,609	258,943	237,924	235,542	214,910	238,236	266,648	256,648	231,201	238,980	240,000	238,000		
VA Hospital	52,655	43,641	33,016	33,614	33,789	34,654	29,809	33,237	35,370	34,275	33,000	33,000		
Bedford	658,558	543,765	567,208	511,273	545,198	611,682	556,733	635,024	651,226	746,380	580,000	625,000		
Sewer														
Tier 1	652,777	659,297	669,168	654,454	663,454	634,504	655,519	665,681	665,464	666,105	650,000	655,000	660,000	660,000
Tier 2	145,164	134,383	145,727	112,225	114,368	110,847	100,327	103,928	103,415	100,709	108,000	104,000	100,000	100,000
Tier 3	169,230	151,419	149,007	157,472	170,784	178,401	197,406	208,380	228,377	225,110	205,000	200,000	225,000	215,000
Municipal	8,974	7,213	10,411	4,896	2,097	12,874	13,819	12,391	13,791	12,003	13,000	13,000		

Proposed FY2016 Rate Structure **Water** **Sewer** **Combined**

Tier 1	\$3.71	\$6.89	\$10.60
Tier2	\$5.58	\$11.25	\$16.83
Tier3	\$7.35	\$17.88	\$25.23

Each additional 1,000 hcf in Tier 3 equals \$7,350 in water revenue

Each additional 1,000 hcf of irrigation equals \$7,350 in water revenue

Each additional 1,000 hcf in Tier 3 equals \$17,880 in sewer revenue

Irrigation \$7.35

Option 1: Required Rates with JB Recommended Projections (9/21/15), Irrigation at 350K, no Water Rate Subsidy

Target:		Without \$200,000 Water Rate Subsidy
Water Revenue:	\$9,735,738	\$9,935,738
Sewer Revenue:	\$9,296,372	

	Water	Sewer
Percentage		
Change:	-0.21%	-4.87%

	FY2013 Actual Usage	FY2104 Actual Usage	FY2015 Actual Usage	Original Projected FY2016 Usage	JB Projected FY2016 Usage	Diff.	FY2015 Rate	Proposed FY2016 Rate	% Increase	Projected Revenue
Water										
Tier 1	677,967	677,135	677,006	674,000	675,000	1,000	\$3.45	\$3.44	-0.21%	\$2,323,860
Tier 2	106,650	106,000	102,919	107,000	100,000	-7,000	\$5.18	\$5.17	-0.21%	\$516,912
Tier 3	211,757	231,938	228,852	200,000	220,000	20,000	\$6.82	\$6.81	-0.21%	\$1,497,249
Irrigation	259,106	287,953	293,073	265,000	350,000	85,000	\$6.82	\$6.81	-0.21%	\$2,381,987
Municipal	16,378	24,524	26,196	19,000	19,000	0	\$2.42	\$2.41	-0.21%	\$45,883
Hanscom/Linc Labs	256,648	231,201	238,980	238,000	238,000	0	\$5.08	\$5.48	7.87%	\$1,304,240
VA Hospital	33,237	35,370	34,275	33,000	33,000	0	\$6.07	\$6.54	7.74%	\$215,820
Bedford	635,024	651,226	746,380	625,000	625,000	0	\$2.44	\$2.64	8.20%	\$1,650,000
										Total Water Revenue
										\$9,935,952
Sewer										
Tier 1	665,681	665,464	666,105	655,000	660,000	5,000	\$7.05	\$6.71	-4.87%	\$4,426,399
Tier 2	103,928	103,415	100,709	104,000	100,000	-4,000	\$11.52	\$10.96	-4.87%	\$1,095,898
Tier 3	208,380	228,377	225,110	200,000	215,000	15,000	\$18.31	\$17.42	-4.87%	\$3,744,935
Municipal	12,391	13,791	12,003	13,000	13,000	0	\$2.38	\$2.26	-4.87%	\$29,433
										Total Sewer Revenue
										\$9,296,665

Above Target By:

Combined Rates	FY2015	FY2016	% Change
Tier 1	\$10.50	\$10.15	-3.34%
Tier 2	\$16.70	\$16.13	-3.42%
Tier 3	\$25.13	\$24.22	-3.61%

Water	\$214
Sewer	\$293

Option 2: No Rate Change with JB Recommended Projections (9/21/15), Irrigation at 350K, no Water Rate Subsidy

Target:		Without \$200,000 Water Rate Subsidy
Water Revenue:	\$9,735,738	\$9,935,738
Sewer Revenue:	\$9,296,372	

	Water	Sewer
Percentage		
Change:	0.00%	0.00%

	FY2013 Actual Usage	FY2104 Actual Usage	FY2015 Actual Usage	Original Projected FY2016 Usage	JB Projected FY2016 Usage	Diff.	FY2015 Rate	Proposed FY2016 Rate	% Increase	Projected Revenue
Water										
Tier 1	677,967	677,135	677,006	674,000	675,000	1,000	\$3.45	\$3.45	0.00%	\$2,328,750
Tier 2	106,650	106,000	102,919	107,000	100,000	-7,000	\$5.18	\$5.18	0.00%	\$518,000
Tier 3	211,757	231,938	228,852	200,000	220,000	20,000	\$6.82	\$6.82	0.00%	\$1,500,400
Irrigation	259,106	287,953	293,073	265,000	350,000	85,000	\$6.82	\$6.82	0.00%	\$2,387,000
Municipal	16,378	24,524	26,196	19,000	19,000	0	\$2.42	\$2.42	0.00%	\$45,980
Hanscom/Linc Labs	256,648	231,201	238,980	238,000	238,000	0	\$5.08	\$5.48	7.87%	\$1,304,240
VA Hospital	33,237	35,370	34,275	33,000	33,000	0	\$6.07	\$6.54	7.74%	\$215,820
Bedford	635,024	651,226	746,380	625,000	625,000	0	\$2.44	\$2.64	8.20%	\$1,650,000
										Total Water Revenue
										\$9,950,190
Sewer										
Tier 1	665,681	665,464	666,105	655,000	660,000	5,000	\$7.05	\$7.05	0.00%	\$4,653,000
Tier 2	103,928	103,415	100,709	104,000	100,000	-4,000	\$11.52	\$11.52	0.00%	\$1,152,000
Tier 3	208,380	228,377	225,110	200,000	215,000	15,000	\$18.31	\$18.31	0.00%	\$3,936,650
Municipal	12,391	13,791	12,003	13,000	13,000	0	\$2.38	\$2.38	0.00%	\$30,940
										Total Sewer Revenue
										\$9,772,590

Above Target By:

Combined Rates	FY2015	FY2016	% Change
Tier 1	\$10.50	\$10.50	0.00%
Tier 2	\$16.70	\$16.70	0.00%
Tier 3	\$25.13	\$25.13	0.00%

Water	\$14,452
Sewer	\$476,218

- At last year’s rate-setting, I did not challenge the proposed rates but noted that the use of 5-year and 10-year averages to estimate projected consumption failed to take into account several important trends
 - Steady and significant growth in Tier 3 water and sewer usage due to gradual build-up of water-intensive lab manufacturing operations by Shire (2,3,4)
 - Small but steady downward trend in Tier 2 water usage as residential water conservation measures continue to be implemented across the Town (2)
 - Gradual convergence of water and sewer usage as most of the remaining homes that had septic systems have been converted to use of Town sewer system (2,5)
- I also noted that the use of historical averages to project irrigation usage is problematic due to significant “dry year” and “wet year” fluctuations; however, we have a very solid tool available to project FY16 irrigation usage by extrapolation from summer irrigation water usage readings in Section 1, which will be available very shortly (6)
- The projections I made last year taking into account the trends noted above and Section 1 irrigation readings proved to be highly accurate; and the accommodations made last year to recognize these trends improved the accuracy of the final rate model and results (7)
- Applying the same logic, I have recommended to Town staff that the usage projections used to calculate this year’s proposed rates be adjusted as follows (8):
 - Add an additional 10k to each of the Tier 3 water and sewer usage projections, to 220,000 hcf and 215,000 hcf respectively – still conservative but more accurate
 - Lower the Tier 2 water and sewer usage projections to a maximum of 100,000 hcf
 - Adjust the irrigation usage projection – upward or downward, but this year almost certainly upward – based on Section 1 readings which will be available shortly
- Applying these revised consumption estimates to the currently proposed rates would generate approximately \$275,000 in additional water revenue, and a somewhat smaller amount of additional sewer revenue. This creates an opportunity finally to “wean off” the residual water rates subsidy of \$200,000, which can be accomplished as part of anticipated adjustments at the upcoming Special Town Meeting. On the sewer side, we could either lower the proposed rate slightly or “budget a surplus.” (9, 10)

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Discussion of Parking Meter and Permit Rates (15 minutes)

PRESENTER:

Melisa Tintocalis, Economic
Development Director

ITEM NUMBER:

I.4

SUMMARY:

The Parking Management Plan, approved by the Board of Selectmen, calls for an adjustment in parking meter and permit rates as a way to encourage long-term parkers (e.g., employees working in Center without access to private parking spaces) to use outlying Town parking spaces thereby freeing up close-in spaces for those shopping or doing business in the Center. The introduction of the new parking meters will facilitate this change. Staff would like to begin discussing with the Board the recommendations in the Parking Management Plan. Any comments or questions raised by the Selectmen will then be discussed with the Center Committee at its meeting on October 8 and with the Town Manager's Parking Management Group.

SUGGESTED MOTION:

NA

FOLLOW-UP:

Economic Development Director, working with the Center Committee and Parking Management Group, will bring a recommendation to the Board of Selectmen at a future meeting.

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

7:35 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Summary of Recommendation in Parking Management Plan	Cover Memo
<input type="checkbox"/> Parking Map Showing Proposed Parking Meter Rates	Backup Material
<input type="checkbox"/> 2015 Letter to Parking Permit Holders Regarding Future Increase in	Backup Material

Town of Lexington

Memorandum

To: Carl Valente, Town Manager
From: Melisa Tintocalis, Economic Development Director
David Kucharsky, Assistant Planning Director
Date: October 2, 2015
RE: Proposed Increases to Parking Meter Rates and Parking Permits

On September 22, 2015 the Town installed 21 new technology meters in Lexington Center. After a two-month preview period, the Town expects to install an additional 100 new technology meters, primarily along Mass Avenue and Waltham Street. Implementing new meter technology is part of a comprehensive set of interrelated parking recommendations outlined in the Lexington Center Parking Management Plan accepted by the Board of Selectmen in June 2014.

Included in these recommendations is the use of price as a means of managing parking and setting an appropriate price for meters and permits to encourage the type of parking behavior that would optimize the use of all parking spaces in the Center. On October 6, 2015, the Town Manager's Parking Management Group will review the recommended pricing structure and discuss any suggested refinements with the Center Committee at their regular meeting on October 8, 2015. Below outlines the Town's current parking prices and the recommendations that will be under consideration over the month of October (also see the attached map which summarizes the various recommendations).

Parking Meter Rates: Current and Proposed

The current parking meter rate throughout the Center Business District is \$0.25 per hour. The plan's recommended rates are tiered depending on a meter's location. Highest priced parking is proposed in the Core Zone where demand is greatest. Lower priced parking is proposed in areas with modest demand, further from the Core Zone, labeled the Secondary Zone. In addition, free parking would be available in areas with little or no demand to create an incentive to park in these areas and walk a little further to one's destination. The tiered rates are intended to encourage those who are daily long-term users, such as employees, to find parking outside the Core Zone, thereby opening up parking spaces in the heart of the Center for customers, visitors, and other short-term users.

Meter Location	Current Rate Per Hour	Proposed Rate Per Hour
Core Zone	\$0.25	\$1.00
Secondary Zone	\$0.25	\$0.50
CVS/Edison Lot	\$0.25	\$0.50
Cary Library Lot	\$0.25	\$0.50
Waltham Street Lot	\$0.25	\$0.50
Depot Lot**	\$0.25	\$0.50

** The Depot Lot does not have meters; attendants at the kiosk collect payment. However, it is considered part of the Secondary Zone and the current hourly rate is the same as the metered spaces, \$0.25. The plan's recommended price for this lot is the same as meters in the Secondary Zone, \$0.50 per hour.

Parking Permit Rates: Current and Proposed

In addition to parking meter rates, the plan recommends that the price of the annual parking permits be increased based on the demand and location of each lot. In anticipation of permit increases and the need to notify permit users in advance, the Town Manager's Parking Management Group had separately reviewed the plan's recommendation for permits earlier this year. The table below reflects the group's refined recommendation for the price structure at the different lots:

Lot	Current Fee	Proposed Fee
Deport Square Attended Lot	\$250	\$400
Church of Our Redeemer Lot	\$225	\$325
Town Hall Lot	\$225	\$250
St. Brigid Lot	\$100	\$100

Time Limits and Free Periods

The Town Manager's Parking Management Group will also review the plan's recommendations regarding time limits and free periods. Their position on these aspects of parking management will be also be discussed with the Center Committee on October 8, 2015.

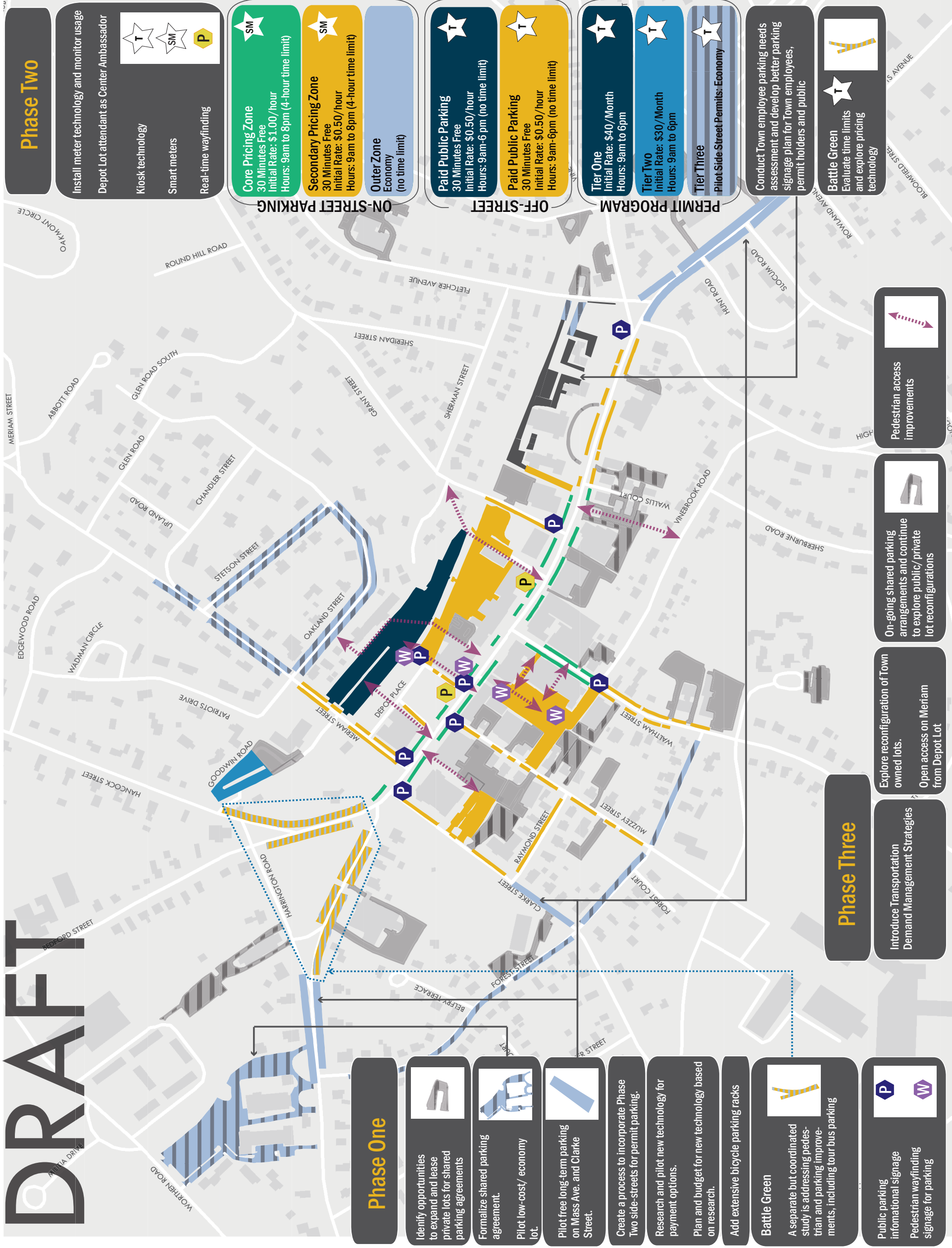
Timeline for Implementation

The goal is to present the Board of Selectmen with a recommendation for rate changes and time limits supported by the Town Manager's Parking Working Group and Center Committee on October 19, 2015.

A final vote from the Board would be needed by the first week of December 2015.

PARKING MANAGEMENT RECOMMENDATIONS MAP

DRAFT



Managing parking in a complex, mixed-use downtown requires multiple strategies working together to achieve the type of parking availability needed.

The Parking Management Map outlines the detail and complexity of how parking should be managed in Lexington Center, with related strategies listed below.

The Map is organized by geography and Phases One, Two, and Three. Each Phase is meant to be a package of improvements that should be implemented together for maximum effectiveness.

ADDITIONAL MANAGEMENT/IMPLEMENTATION STRATEGIES

- Maintain a Parking Champion on Town Staff
- Implement an Education/Marketing Campaign on Parking Management Changes
- Manage System to a Parking Availability Goal of 15% On-Street and 10% Off-Street
- Continue Coordination with Streetscape Project
- Include Key Stakeholders as part of a Monitoring Program to Measure Impacts:
 - Parking Champion
 - Parking Management Group
 - Center Businesses
 - Planning Department
 - Police Department
 - Economic Development Office
- Simplify Process for Making Adjustments to the Parking Management Plan to Achieve Availability Goals
- Encourage Enforcement Officers to be Center Ambassadors
- Create a Process to Review Side Street Parking
- Formalize a Process to Have Key Stakeholders Recommendations on How Parking Revenue is Spent
- Continue Brokering Use of Private Lots and Encourage Shared Facilities

Phase Two

- Install meter technology and monitor usage
- Depot Lot attendant as Center Ambassador
- Kiosk technology
- Smart meters
- Real-time wayfinding

- #### ON-STREET PARKING
- Core Pricing Zone** (30 Minutes Free, Initial Rate: \$1.00/hour, Hours: 9am to 8pm (4-hour time limit))
 - Secondary Pricing Zone** (30 Minutes Free, Initial Rate: \$0.50/hour, Hours: 9am to 8pm (4-hour time limit))
 - Outer Zone Economy** (no time limit)

- #### OFF-STREET
- Paid Public Parking** (30 Minutes Free, Initial Rate: \$0.50/hour, Hours: 9am-6 pm (no time limit))
 - Paid Public Parking** (30 Minutes Free, Initial Rate: \$0.50/hour, Hours: 9am-6pm (no time limit))

- #### PERMIT PROGRAM
- Tier One** (Initial Rate: \$40/Month, Hours: 9am to 6pm)
 - Tier Two** (Initial Rate: \$30/Month, Hours: 9am to 6pm)
 - Tier Three** (Pilot Side Street Permits: Economy)

Conduct Town employee parking needs assessment and develop better parking signage plan for Town employees, permit holders and public

Battle Green
Evaluate time limits and explore pricing technology

Phase One

- Identify opportunities to expand and lease private lots for shared parking agreements
- Formalize shared parking agreement
- Pilot low-cost/economy lot.
- Pilot free long-term parking on Mass Ave. and Clarke Street.
- Create a process to incorporate Phase Two side-streets for permit parking.
- Research and pilot new technology for payment options.
- Plan and budget for new technology based on research.
- Add extensive bicycle parking racks

Battle Green
A separate but coordinated study is addressing pedestrian and parking improvements, including tour bus parking

Public parking informational signage
Pedestrian wayfinding signage for parking

Phase Three

- Introduce Transportation Demand Management Strategies
- Explore reconfiguration of Town owned lots.
Open access on Meriam from Depot Lot
- On-going shared parking arrangements and continue to explore public/private lot reconfigurations
- Pedestrian access improvements

January 7, 2015

Dear Permit Holder:

It is time to renew annual Town parking permits in Lexington Center. **You are asked to respond to the 2014 renewal request by February 3, 2015.**

Please note: The Town of Lexington has begun to implement a new Parking Management Plan to improve the parking availability for all users in the Center. Starting in 2016, new parking systems and permit prices will be introduced; however, for 2015 the permit prices will remain the same, see the table below.

Please provide your email on the enclosed "Parking Permit Policies" form for future updates.

Also, for more information contact: Melisa Tintocalis, Economic Development Director

phone: 781-698-4563 or email: mtintocalis@lexingtonma.gov

<http://www.lexingtonma.gov/committees/lcc/parkingmanagementgroup.cfm>

Enclosed you will find:

- A Parking Permit Holder summary listing all permits you or your firm hold in each lot
- A document entitled *Parking Permit Policies*

If you wish to renew your parking permit(s) for the 2015 year, please:

1. List registration numbers (up to five registration numbers per permit)
2. **Return the Parking Permit Holder summary, the signed Parking Permit Policies statement and payment by February 3, 2015**

Checks are payable to the Town of Lexington/ Parking Permit. Please send remittance to Lexington Police Department, Attention: Annmarie Kelleher, 1575 Massachusetts Avenue, Lexington MA 02420

The following table lists the fees for permit parking by lot for this year's renewal and the proposed prices for next year (2016):

Lot	Fee for 2015 Renewal	Proposed Fee for 2016*
Deport Square Attended Lot (DS)	\$250	\$400
Church of Our Redeemer Lot (CR)	\$225	\$325
Town Hall Lot (TH)	\$225	\$250
<i>New! St. Brigid Lot (SB) available 3/1/15</i>	\$100	\$100

*Subject to Board of Selectmen approval

If you do not intend to renew, it would be appreciated if you work notify the office by calling (781) 863-9206 or sending the Parking Permit Holder summary indication cancellation of your permit.

If you do not respond by Monday, February 3, 2015 your permit will be assigned to the next individual on the waiting list. Permits will be mailed directly to the address listed on the Permit Holder summary. New parking permits take effect as of March 1, 2015. If you have questions, please contact me at (781) 863-9206. Thank you for your attention to these directives.

Sincerely,

Annmarie Kelleher
Traffic Bureau Supervisor

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Discussion of School District Building Projects Plan (30 min.)

PRESENTER:

Joe Pato

ITEM NUMBER:

I.5

SUMMARY:

- a. The Board will review any changes in status regarding the district school building projects.
- b. Review DiNisco Study Proposal for 20 Pelham Rd and consider releasing funds.
- c. The Board will discuss a process for preparing a financing model for the school capital projects. Items for consideration include:
 1. identifying revenue requirements for the set of projects and the related tax-payer impact
 2. determining how broad an analysis to perform
 3. identifying the degree of confidence in estimates

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

7:50 PM

ATTACHMENTS:

Description	Type
DiNisco Scope of Work for Pelham Property	Backup Material

02 October 2015

Town of Lexington
Awarding Authority
c/o Department of Public Facilities
201 Bedford Street
Lexington, MA 02420

Reference: **Lexington Multiple School Construction Project**
 20 Pelham Road
 RFQ #15-55

Subject: Feasibility / Concept Designer Services
 Additional Services Request

Dear Pat:

We are pleased to submit this Additional Services Request for preliminary feasibility / concept study at 20 Pelham Road as part of the overall Lexington Multiple School Project.

Scope of Work

The scope of work is outlined below:

1. Program: Preliminary program evaluation for a twelve (12) section K-5 school for approximately 260 students
2. Basis of Design: Provide a basis of design narrative of existing conditions and the possible re-use of the systems
3. Site Exploration: Provide preliminary site information to be utilized for site design at a subsequent phase of the project.

Compensation

The fixed fee for these services is \$21,000.00.

Reimbursable Expenses

Reimbursable Expenses will be issued as authorized by the Town and upon an as needed basis. We will obtain scope and fee proposals from consultants, however for budgetary purposes please allow for the following:

Work to be performed without site access:

Preliminary Soils Analysis (remote and data only)	\$	5,000.00
Environmental Plan	\$	<u>11,000.00</u>
Sub Total	\$	16,000.00

Work recommended prior to winter conditions, however site access is required:

Topographic Survey (including wetland flagging)	\$ 34,000.00
Sub Total	\$ 34,000.00
Estimated Reimbursable Expenses	\$ 50,000.00

Other Basic Services

Other Basic Services may be provided at an agreed upon fee per service or at an hourly rate as follows:

- Principals..... \$200/hour
For purposes of this agreement, principals are Kenneth DiNisco, Richard Rice, Gary Ainslie, Leno Filippi and Donna DiNisco-Crawford
- Project Managers..... \$150/hour
- Senior Architects..... \$140/hour
- Technical Staff..... 2.50 times actual payroll costs

Please acknowledge your consent of the foregoing by signing where indicated below. Thank you for the opportunity to assist the Town with this preliminary evaluation.

Sincerely,



Kenneth F. DiNisco
DiNISCO DESIGN

KFD/djc

cc: Donna DiNisco
Susan Cabral

OWNER

NAME OF PERSON AUTHORIZED TO SIGN CONTRACT

Date

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Review Proposed Agenda for October 14 Mass. Avenue Roadway Improvement Project Meeting (10 minutes)

PRESENTER:

Carl F. Valente, Town Manager; Bill Hadley, DPW Director; Selectmen Cohen and Ciccolo

ITEM NUMBER:

I.6

SUMMARY:

Staff has met with Selectmen Cohen and Ciccolo (the Board's liaisons to staff on this project) to draft an agenda for the October 14 public meeting for the Mass. Avenue intersection project. Deborah Strod (Deputy Town Moderator) has agreed to facilitate this public meeting

Further, with the public interest/questions as to whether the installation of roundabouts could be a suitable engineering solution for any of the Mass. Avenue improvements, Engineering staff is recommending retaining an engineering firm that specializes in roundabouts to peer review BSC's (Town's engineering firm) analysis of these intersections. Attached is a proposal for this peer review work.

SUGGESTED MOTION:

NA

FOLLOW-UP:

If the Board supports the peer review recommendation, staff will work with Kittelson and Associates to begin this work immediately.

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

8:20 PM

ATTACHMENTS:

Description

Type

- 📁 Draft Agenda for October 14 Meeting
- 📁 Peer Review Proposal

- Backup Material
- Backup Material



Public Meeting

Massachusetts Avenue Intersection Project

High School Auditorium

October 14, 2015

AGENDA

- 1. Overview Presentation on Proposed Project (15 minutes)**
- 2. Summary of Public Comments (10 minutes)**
- 3. Actions Taken/Proposed Modifications to Project as a Result of Public Comments (15 minutes)**
- 4. Next Steps (5 minutes)**
- 5. Public Comments/Questions**
 - Questions regarding project (20 minutes)**
 - Comments regarding project (20 minutes)**



KITTELSON & ASSOCIATES, INC.

TRANSPORTATION ENGINEERING / PLANNING

50 Congress Street, Suite 935, Boston, MA 02109 P 857.265.2153

September 30, 2015

Project #: 19485.P

John Livsey, P.E.
Town Engineer, Town of Lexington
Samuel Hadley Public Services Building, Rm 202
201 Bedford Street
Lexington, MA 02420

RE: Massachusetts Avenue – Roundabout Peer Review and Conceptual Design

Dear Mr. Livsey,

Attached is a scope of services and fee proposal in response to your request to conduct a peer review of the operational analysis and develop a conceptual design for a roundabout at the intersections of Massachusetts Avenue/Maple Street and Massachusetts Avenue/Pleasant Street in the Town of Lexington. Part "A" identifies our proposed scope of work for the project. Based upon our understanding of the Town's needs, we have developed the scope in two phases. Phase I will include a peer review of the operational analysis and an independent operational analysis of the intersections (estimated Phase I cost: \$10,500.00). A check-in meeting will be held at the end of Phase I to decide if Phase II is needed. In Phase II KAI will prepare concept design associated with potential roundabouts at the intersections of Massachusetts Avenue/Maple Street and Massachusetts Avenue/Pleasant Street (estimated Phase II cost: \$15,700.00). The total project cost is estimated to be \$26,200.00. We will conduct the work under a time and materials contract.

I will serve as the Project Manager and Mr. Edward Myers, PE will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either Ed or me.

Please review this proposal at your earliest convenience. If the agreement is satisfactory, please return a signed copy. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions please call us at 857-265-2153.

Sincerely,

KITTELSON & ASSOCIATES, INC.

Andy Paul
Project Manager

Edward J. Myers, P.E.
Project Principal

AUTHORIZATION FOR PROFESSIONAL SERVICES

September 30, 2015
50 Congress Street, Suite 935
Boston, MA 02131
857.265.2153

Town of Lexington Engineering Department located at 201 Bedford Street in Lexington, Massachusetts hereby requests and authorizes Kittelson & Associates, Inc. to perform the services as described in Part "A" - Scope of Work to this authorization and subject to all of the provisions described in Part "B" Terms and Conditions.

PART A - SCOPE OF WORK

PHASE I

- *Discuss project background and project history with the Town of Lexington*
- *Review previously prepared operational analysis for 2011 and the design year including Sidra input parameters*
- *Conduct 2015, and future year a.m. and p.m. peak hour operational analysis of both roundabouts*
- *Compare traffic signals alternative to the roundabouts alternative from a traffic operations and safety perspective.*
- *Prepare memo summarizing findings of the review and summarize KAI's operational analysis*
- *Two (2) meetings with the design team and the City (and others at the City's discretion) to discuss the findings of the review.*

PHASE II

- *The Town of Lexington will provide CAD drawings for KAI to use as a base map in completing the roundabout concepts.*
- *KAI will prepare up to two roundabout design concepts for each of the intersections at Massachusetts Avenue/Maple Street and Massachusetts Avenue/Pleasant Street using the lane assignments determined in Phase I above. The concepts will be developed based on our follow up conversations with the Town.*
- *KAI will provide a brief summary of KAI findings and recommendations.*

PART B – TERMS AND CONDITIONS

1. **GENERAL:** The terms and conditions set forth herein shall govern all work subsequently performed on behalf of CLIENT unless changed by a written agreement signed by KITTELSON & ASSOCIATES, INC. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
2. **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, KITTELSON & ASSOCIATES, INC.'S AGGREGATE JOINT, SEVERAL AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE OR STRICT LIABILITY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE TOTAL COMPENSATION RECEIVED BY KITTELSON & ASSOCIATES, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
3. **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST KITTELSON & ASSOCIATES, INC.'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST KITTELSON & ASSOCIATES, INC.
4. **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER KITTELSON & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES, LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER THEORY OF LAW.
5. **INDEMNITY:** To the maximum extent allowed by law, CLIENT and KITTELSON & ASSOCIATES, INC. shall indemnify, reimburse, and hold harmless each other and its employees, officers, directors and agents from and against all claims, losses, costs and expenses resulting from their bodily injury or property damage (with the sole exception that neither Party will have a duty to indemnify the other Party from claims or losses to the extent those claims or losses are from the direct fault or negligence of the other Party or its employees or agents).
6. **OWNERSHIP OF DOCUMENTS:** KITTELSON & ASSOCIATES, INC is deemed the author and owner of its documents and other instruments of service, and will retain all common law, statutory, and other reserved rights, including copyrights. KITTELSON & ASSOCIATES, INC. grants CLIENT a license to use instruments of professional service for the purpose of constructing, occupying and maintaining the PROJECT. Reuse or modification of any such documents by CLIENT, without KITTELSON & ASSOCIATES, INC.'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to indemnify and hold harmless KITTELSON & ASSOCIATES, INC. from all claims, damages and expenses, including attorney's fees, related to the reuse by CLIENT or others acting through CLIENT.

7. **ELECTRONIC DOCUMENTS:** If KITTELSON & ASSOCIATES, INC. provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the electronic documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:
- a. Waive and covenant not to sue KITTELSON & ASSOCIATES, INC. alleging any inaccuracy or defect of the Electronic Documents.
 - b. Agree that KITTELSON & ASSOCIATES, INC. makes no representation with regard to the compatibility of the Electronic Documents with CLIENT'S software or hardware.
 - c. Indemnify, hold harmless, reimburse and defend KITTELSON & ASSOCIATES, INC. from, for and against any claim, damage, liability, or cost, including attorneys' fees that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
 - d. CLIENT agrees that prior to use of the Electronic Documents on any project other than the project for which the Electronic Documents were created, CLIENT shall retain the services of a licensed professional as necessary to review and revise the Electronic Documents for compliance with the local laws, practices and standards of the place where the Project will be located.
8. **JURISDICTION/DISPUTE RESOLUTION:** After first attempting to resolve disputes through good faith negotiations, CLIENT agrees that any claim or dispute arising out of this Agreement for any work performed by KITTELSON & ASSOCIATES, INC. shall be resolved by non-binding mediation. At the option of CLIENT, pending final resolution of a dispute hereunder, KITTELSON & ASSOCIATES, INC. shall continue diligently with the performance of Services under this Agreement.
- The rights and liabilities of the parties to this AGREEMENT shall be governed by the laws of the State of Oregon.
9. **TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after the shorter of: three (3) years or the State's applicable statute of limitations calculated from the date the Scope of Work herein is completed unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.
10. **DIRECT EXPENSES:** KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at the current IRS-allowed rates, meals and lodging. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges.

11. **PROFESSIONAL SERVICES:** KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC. All KITTELSON & ASSOCIATES, INC., staff time spent working on the Project will be billed at KITTELSON & ASSOCIATES, INC.'s cost plus fixed fee. Billing rates are subject to annual revision.
12. **COST ESTIMATE:** Any cost estimates provided by KITTELSON & ASSOCIATES, INC. during its scope of work will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids, construction or other project costs will not vary from these cost estimates.
13. **TERMINATION:** Either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination as well as all unavoidable expenses incurred prior to termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
14. **PAYMENT TO KITTELSON & ASSOCIATES, INC.:** Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all work performed under the terms of this agreement. A retainer, if applicable, will be required in advance of start of work and will be credited to the final invoice(s) of this project. Invoices are due and payable within 30 days of receipt. The CLIENT must notify the KITTELSON & ASSOCIATES, INC.'s Project Manager or Billing Analyst, in writing, within said time frame if there are any disputed amounts. CLIENT must still pay undisputed invoiced amounts. Remainder will be due once disputed amount is resolved and agreed upon. Interest at the rate of 1.5 percent per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. Interest charges are in addition to the fixed ceiling for the contract. CLIENT'S failure to make payments to KITTELSON & ASSOCIATES, INC. before invoice is 90 days past due shall constitute a material breach of this agreement and KITTELSON & ASSOCIATES, INC. shall have the option to withhold services until paid, or to terminate this Agreement. Legal action will be taken on unpaid invoices that are over 120 days overdue.
15. **ADDITIONAL INSURED:** CLIENT and KITTELSON & ASSOCIATES, INC. shall cause its general liability insurers to name each other as an additional insured and shall require its Contractors performing Work on this Project to name KITTELSON & ASSOCIATES, INC. as an additional insured on their general liability and umbrella/excess insurance policies.
16. **PROFESSIONAL STANDARDS:** KITTELSON & ASSOCIATES, INC. shall be responsible for performing its work to the level of competency currently maintained by other practicing professional engineers performing the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement. KITTELSON & ASSOCIATES, INC. makes no warranty, guaranty or assurance, express or implied that KITTELSON & ASSOCIATES, INC.'s work will yield or accomplish a perfect or particular outcome for the Project.

- 17. **ENTIRE AGREEMENT:** These terms and conditions and the attached Exhibits constitute the entire, legally-binding contract between the parties regarding its subject matter and supersede any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written. Amendments to this Agreement will be governed by this Agreement and must be in writing and signed by both the CLIENT and KITTELSON & ASSOCIATES, INC.
- 18. **NO THIRD PARTY RIGHTS:** To the fullest extent permitted by law, no party has any third party beneficiary or other rights arising from or related to the work performed by KITTELSON & ASSOCIATES, INC.
- 19. **AUTHORIZATION TO PROCEED:** Signing this form shall be construed as agreement with all terms and conditions and as authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with the work.

Project Task Description		Billing Method	Authorized Amount
1	Roundabout Peer Review & Operational Analysis	Time and materials	\$10,500
2	Conceptual Design	Time and materials	\$15,700

SO AGREED this ___ day of _____, 2015.

Accepted for:
KITTELSON & ASSOCIATES, INC.

Approved for:
Town of Lexington

Signature

Signature

Print Name

Print Name

Title

Title

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Permanent Building Committee Roles and Responsibilities

PRESENTER:

Joe Pato

ITEM NUMBER:

I.7

SUMMARY:

The Town's bylaw establishing the Permanent Building Committee (PBC) provides limited detail on which construction/renovation/rehabilitation projects will be overseen by the PBC. Further, the Town established the Facilities Department in 2007, after the PBC bylaw was created. Projects that are new construction, additions or renovations tend to be under the jurisdiction of the PBC. Projects that are rehabilitation (system upgrades such as the Cary Memorial Building project) tend to be under the jurisdiction of the Facilities Department. This division of project management has been by practice rather than a result of an agreed upon guideline. This approach has also helped to balance the workload of the PBC. The PBC has drafted a document to clarify their roles and responsibilities.

This draft was reviewed by the Board of Selectmen in April, further reviewed by the School Committee in September and is now ready for final approval.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

8:30 PM

ATTACHMENTS:

Description

☐ Permanent Building Committee Recommendations

Type

Backup Material

BOS April 29, 2015 meeting



TOWN OF LEXINGTON
Permanent Building Committee

Permanent Members

Jon Himmel, Co-Chairman, Eric Brown, Co-Chairman
Peter Johnson, Dick Perry, Carl Oldenburg, Philip Coleman, Charles Favazzo

Project Specific Members

School Projects: Lee Noel Chase

To: Carl Valente

From: Permanent Building Committee
Public Facilities Staff

Subject: Recommended changes to / clarification of Roles & Responsibilities for the Permanent Building Committee with respect to Town Building Projects

Purpose: Codify the roles and responsibilities of DPF relative to the PBC by having DPF perform the specific day to day tasks and make the PBC's role more strategic in nature.

Background: Since 1970 the Permanent Building Committee (PBC) has provided "general supervision over the design and construction of public structures, recreational facilities, and buildings." Prior to 2007, consultants were hired by the Town and managed by the PBC to perform the day to day management on projects such as the combined DPW/DPF facility, the library, and school projects. In 2007, the Department of Public Facilities (DPF) was created, and DPF has been providing professional staff on Town projects to administer the various contracts for designing and constructing such projects as the renovation of the Bridge and Bowman Schools, and construction of a new Estabrook School.

PBC members and DPF staff have worked collaboratively over the last seven years and delivered quality building projects, on time and on budget. Through this process there has been discussion on how best to utilize the skills, knowledge, and experience of the PBC volunteers and the fulltime DPF professional staff, particularly with the increasing number of projects already in process (Cary Memorial Building, Community Center, LHS Modular Building Phase 1) and in the near future (LHS Modular Building Phase 2, Fire Station, Hastings School and numerous other school projects)

Recommendations:

Any high visibility project or a project with estimated total cost exceeding \$3 million, which will require the services of an Architect, will be discussed at a meeting of the PBC to discuss how to best utilize the PBC as a resource on the project. Unless otherwise directed by the Town Manager, this discussion will result selecting one of the following three options: to not utilize the PBC, to utilize the PBC in a strategic, consulting role or PBC will be actively engaged as follows:

1. **Project Definition Stage:** When a need is identified by the Town Administration, the DPF and the PBC will collaborate with the Administration and the user group as to how best pursue solving the need. The PBC will review, comment and recommend approval of Project Scope.
2. If the next step is to hire an outside consultant to provide programming and / or planning services and / or feasibility study, and it is determined that the PBC will be involved on this project, the PBC will be party to the selection of the consultant. The PBC may assist with the RPF/Q and review the accompanying, draft contract.
3. As the consultant engages the town in the process, the DPF will manage the process on a day by day basis while the PBC will be involved to guide and help direct the process. The DPF and PBC will review the consultant's recommendations, provide feedback for updating of report, and provide the

report with appropriate recommendations to the user group. The user group will also provide feedback, the report may require updating, and then a final report will be prepared for approval as the basis of design.

The approved, fully delineated consultant recommendations including costs will serve as the basis for proceeding with and evaluating the next phases of work. The user group, DPF, and the PBC will evaluate the consultant's performance prior to authorizing that consultant to proceed with the next phase.

4. If the next step is to hire a different outside consultant to engage in the subsequent design process, the PBC will be involved in the selection of the consultant including the review of the RFP/Q etc.
5. When a project proceeds with the full design process (Schematic Design, Design Development, Construction Documents), the PBC will continue to guide and strategically direct the process. The approved, fully delineated consultant recommendations from the programming/planning phase [plus any approved amendments] will serve as the basis for the full design process. If the Scope of work changes or needs to change because of estimated cost overrun, the PBC will be alerted. If value engineering is needed, the recommendations will be brought to the PBC for review, discussion and refinement and then PBC recommendations provided to the user group. The PBC has an expressed interest in being involved in the design review, adherence to program, phasing, schedule, cost control, procurement approach [chapter 149 or 149A] and bidding strategies including bid alternates and unit prices. The DPF will review the documentation in detail and the PBC will review the documentation more globally and recommend that the project proceed to the bidding phase.
6. Upon completion of the design process, the DPF will conduct the bidding / contractor selection process with PBC oversight.
7. During the construction phase, the DPF will report the progress of the job to the PBC at its monthly meetings consistent with what OPMs provide. In general, the PBC will no longer be responsible for approving change orders, payment requisitions, and consultant invoices. These day to day tasks will be performed by the DPF. The DPF in its report will make this financial information available for review and comment by the PBC, including any changes in scope. Any changes in the scope of work exceeding 25k shall be brought to PBC for prior approval. The PBC will remain informed in overall performance of the contractor and the project with particular attention to schedule progress, quality of work, adherence to scope, any and all issues of significance, and cost control.
8. DPF will be primarily responsible for project closeout, follow-up warrantee work, and scheduling final Commissioning Agent reviews prior to the expiration of the project warrantees.

We also expect that this overall strategy may need adjustment from time to time as PBC members and DPF staff transition. Implementation of these recommendations may require changes to the by-laws and Town policies and procedures.


Eric Brown, PBC Co-Chair


Jon Himmel, PBC Co-Chair


Pat Goddard, DPF Director

Chapter 29: COMMITTEES

Article VI: Permanent Building Committee

[Added 3-30-1970 ATM by Art. 109; amended 4-24-1974 ATM by Art. 89]

§ 29-21 Membership; terms of office.

[Amended 4-4-1973 ATM by Art. 83; 4-8-1974 ATM by Art. 70; 5-3-1982 ATM by Art. 48; 3-21-2011 ATM by Art. 29]

The Town shall have a Permanent Building Committee consisting of seven full members and two associate members, who shall be registered voters of the Town appointed for terms of three years each, the terms of no more than three of which shall expire in any one year. No full or associate member of the Committee shall be a Town officer or Town employee. The Chairman shall designate an associate member to sit on the Committee for specific projects, in case of the absence, inability to act, conflict of interest, or at the request of a full member. When designated by the Chair to sit on the Committee for a specific project, the associate member shall have the same voting rights as a full member.

- A. On or before the first day of July in each year the Town Manager shall appoint to the Committee two full members and one associate member, or three full members (as the case may be) to serve until June 30 in the third year thereafter and until his successor is appointed and qualified. The adoption of this by-law shall not affect the term of any member of the Permanent Building Committee as constituted and existing on the effective date of this by-law. Any vacancy in the Committee shall be filled by appointment by the manager and the member so appointed shall serve for the unexpired term of his predecessor. If any regular member of the Committee ceases to be a resident of the Town, or accepts any position that would have made him ineligible for appointment to the Committee, he shall forthwith cease to be a member of the Committee. The Committee shall choose its own officers.
- B. The board or committee for which a structure, recreational facility, or building is being planned or constructed shall appoint not more than two representatives to the Committee who shall be entitled to participate in the activities of the Committee and vote on matters affecting the particular project for which they are so appointed. Such appointed members shall be voters of the Town and shall serve only for the time during which the Committee is exercising its function with respect to such project. No such appointed member of the Committee shall be a Town employee.

§ 29-22 Powers and duties.

When authorized by the Town, the Permanent Building Committee shall have general supervision over the design and construction of public structures, recreational facilities and buildings including the authority to employ professional assistants, to obtain bids, and to enter into contracts on behalf of the Town for preparation of plans and specifications, and for the construction, remodeling, alteration or renovation, including equipping and furnishing, of buildings and other structures and recreational facilities. The plans and specifications for all such construction, equipping and furnishing shall in each instance be subject to the approval of the board or committee for which such building or recreational facility is being planned or constructed. The Committee may make recommendations and reports to the Town from time to time and shall make an annual report of its activities and recommendations to be published in the Annual Town Report.

Selectmen's Meeting – April 29, 2015 approved minutes

Mr. Goddard, Director of Public Facilities updated the Board on the progress of the school facilities capital projects since Town Meeting voted on March 23, 2015. The Permanent Building Committee and the Department of Public Facilities have selected DiNisco Design Partnership as the firm which the Town would contract for the next phase of the project, as laid out in the Consensus Plan, and based on information provided in the Lexington Public Schools Master Plan by Symmes Maini & McKee Associates. Hill International has been contracted to provide project management services and is developing a project website, which Mr. Goddard hopes will be available early next week. The project team quickly mobilized to present an overview to the Town of Lexington Design Review Team (Planning, Recreation, Building Department, Police, Fire, and Conservation) and to the Superintendent's Administration Council on April 7. School based meetings have been conducted and the design team consultants are examining and verifying the buildings and grounds conditions at each site. The project team is scheduling public forums in May to seek input from the school communities and provide information on the project. Also scheduled are presentations to the School Committee in May and monthly project reviews at the Permanent Building Committee meetings. As the project work continues, more staff level meetings will be conducted with the schools.

The second appropriation at the Special Town Meeting on March 23 was a supplemental appropriation for the Lexington High School prefabricated building. The general contractor has mobilized at the High School and has begun demolition and excavation for creating the foundation for the modular building.

Mr. Kelley would like to see information as it is available to keep up to date on all the options and alternatives so that the Town is not spending money where we don't necessarily need to. Mr. Goddard pointed out that details would be reviewed on a monthly basis at the Permanent Building Committee meetings and Mr. Pato reminded the Board that this would be a standing item at every Selectmen's meeting. Ms. Ciccolo suggested that the Town set up a listserv like was done with the Community Center so that residents can be made aware of information as it becomes available. Mr. Cohen wanted to note that although the School Committee has certain jurisdiction over school buildings, there is going to have to be a debt exclusion vote and 4 of 5 Selectmen have to be convinced, so it is very important to keep the Board informed.

Review Draft – Roles and Responsibilities of Permanent Building Committee



Mr. Himmel, chair of the Permanent Building Committee joined Mr. Goddard to review recommended changes to and clarification of Roles & Responsibilities for the Permanent Building Committee (PBC) with respect to Town Building Projects. The Town's bylaw establishing the PBC provides limited detail on which construction/renovation/rehabilitation projects will be overseen by the PBC. Further, the Town established the Facilities Department in 2007, after the PBC bylaw was created. Projects that are new construction, additions or renovations tend to be under the jurisdiction of the PBC. Projects that are rehabilitation (system upgrades such as the Cary Memorial Building project) tend to be under the jurisdiction of the Facilities Department. This division of project management has been by practice rather than a result of an agreed upon guideline. This approach has also helped to balance the workload of the

Selectmen's Meeting – April 29, 2015

PBC. The PBC has drafted a document to clarify their roles and responsibilities. Once the Board of Selectmen has provided its input on this draft document, the PBC will make any revisions and discuss it with the School Committee before finalizing it.

Ms. Ciccolo suggested that as the PBC finalizes this they look at streamlining the review process with all of our committees. Mr. Himmel has prepared a document that addresses that process and will present it at some point in the future. Mr. Cohen suggested reviewing whether the process as outlined fits within the existing bylaw. Ms. Barry also wondered if this would require a bylaw change and would suggest some edits to the word choices in the document.

Ms. McKenna, 9 Hancock Street, is concerned about the threshold of \$3 million. She would not want the visitor center project to be taken out of the PBC process. She suggested keeping in mind the importance of the citizen connection in the building process.

Mr. Pato would like to take time away from the meeting to consider whether a bylaw change would be needed, check with town counsel and bring it back for an agenda item should it need bylaw discussion. Ms. Ciccolo would like to see this document one more time before it goes to the School Committee unless it is clear that when it goes to the School Committee that it is still a work in progress.

PILOP (Payment in Lieu of Parking) Framework

Ms. Tintocalis, Economic Development Director, explained that during the discussion of the 21 Muzzey Street special permit application, the Board of Selectmen proposed that Center redevelopment projects that cannot meet the Zoning bylaw parking requirement have, as an alternative, the option of making a payment in lieu of parking (PILOP) to the Town, with such funds to be used by the Town to manage the Center parking and create additional Center parking. Staff has begun to draft a PILOP policy and/or bylaw and has prepared a general framework for this policy/bylaw. Prior to discussing this framework with the Planning Board and Center Committee, staff would like input from the Board of Selectmen.

Mr. Pato pointed out that this is a framework. The question to the Board is, does this cover everything we are interested in; it is not to weigh in on the actual policy. This will go back to the parking management working group and the Planning Board and then come back to the Selectmen with a real proposal to discuss.

Mr. Cohen referred to a memorandum by attorney John Farrington which raises the issue of whether the zoning bylaw would need to be revised. Mr. Farrington pointed out first, that the MAPC devoted an entire day seminar to parking mitigation and there is a wealth of material available in their archives. Second, the discussion of 21 Muzzey Street and Memorandum of Understanding, throws into uncertainty the rebuilding of a building and the insuring of a building. Finally, he would suggest that the zoning bylaw and its standards be relooked at. Mr. Fenn 15 Shade Street, is thinking of other buildings in the CB district for mixed use, and wondered if this policy would apply to someone wanting to develop something like Lexington

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Interim Transfer of Sidewalk Committee Responsibilities

PRESENTER:

Joe Pato

ITEM NUMBER:

I.8

SUMMARY:

The Sidewalk Committee does not have enough current members to reach quorum and therefore cannot hold meetings and act on resident requests for sidewalks. A short-term process must be put in place for addressing these requests until additional appointments can be made to the committee or the Town restructures committee responsibilities.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

8:45 PM

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Review Draft Intermunicipal Agreement-Animal Control Services (10 minutes)

PRESENTER:

Carl F. Valente, Town Manager

ITEM NUMBER:

I.9

SUMMARY:

The Town Manager and Police Chief have had discussions with the Bedford Town Manager and Police Chief about employing an Animal Control Officer that would serve both Town's. Both Lexington and Bedford fund part-time Animal Control Officers and by jointly delivering this service, there would be a full-time Animal Control Officer available to both Towns. Attached, for the Board's review and comment, is a draft intermunicipal agreement that would provide for this shared service delivery. This Intermunicipal Agreement is based in the similar agreement the two Towns have for the Veteran's Services District.

SUGGESTED MOTION:

Not at this time. If the Selectmen support this approach, a final Intermunicipal Agreement will be brought back to the Board for approval.

FOLLOW-UP:

Based on the Selectmen's comments/questions, the Town Manager and Police Chief will discuss any proposed changes with Bedford.

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

8:55 PM

ATTACHMENTS:

Description	Type
□ Draft Intermunicipal Agreement	Backup Material

INTER-MUNICIPAL AGREEMENT
BETWEEN THE TOWNS OF LEXINGTON AND BEDFORD

ANIMAL CONTROL OFFICER (ACO)

THIS AGREEMENT dated as of this _____ day of _____, 2015 (“Agreement”) by and between the Town of Lexington, a Massachusetts municipal corporation having a usual place of business at Town Hall, 1625 Massachusetts Avenue, Lexington, MA 02420, acting by and through its Board of Selectmen (“Lexington”), and the Town of Bedford, a Massachusetts municipal corporation having a usual place of business at 10 Mudge Way, Bedford, Massachusetts 01730, acting by and through its Board of Selectmen (“Bedford”).

WITNESSETH THAT:

WHEREAS, Lexington and Bedford desire to share the services and costs associated with an Animal Control Officer (ACO); and

WHEREAS, Lexington and Bedford realize that the most cost effective and efficient means of providing a full-time Animal Control Officer is to do so jointly;

WHEREAS, Lexington and Bedford have both appropriated funds in their respective Fiscal year 2016 budgets to provide animal control services;

WHEREAS, Lexington and Bedford have voted to authorize Intermunicipal Agreements pursuant to Mass. General Laws Chapter 40, Section 4A at their Annual Town Meetings;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

A. Work Schedule.

1. A full-time 40-hour per week ACO will be hired by the Town of Bedford with input from the Town of Lexington, including an opportunity to comment on the candidates’ resumes and interviews. All necessary steps in the hiring process and maintenance of employee records will be the responsibility of the Town of Bedford.
2. The ACO’s regular work week will, on average, consist of 28-hours in Lexington and 12-hours in Bedford. In the event of overtime hours, the community generating the overtime work will cover the additional payroll expense.
3. Either Town may request of the other extra hours to cover emergency situations or heavier workloads that may be seasonal. Hours to be “paid back” to the other town would be at the discretion of the Chiefs of Police.
4. An annual performance evaluation of the ACO will be prepared by the Town of Bedford with input from the Lexington Police Chief or his designee.
5. The holiday schedule for the ACO will follow that of the Town of Bedford without consideration of which town is losing the hours for that particular week.

B. Benefits.

1. Bedford shall provide all ACO benefits to which he/she is entitled under standard personnel practices of the Bedford. Both parties agree to allow the ACO enjoy such vacation, sick days, personal days and other leave as he may be entitled to receive under such agreement and under standard personnel practices of Bedford. Neither party shall make any demand on the ACO or take any action with respect to them that is in violation of their rights under standard personnel practices of Bedford or under any applicable legislation. Should the ACO file for unemployment insurance benefits or workers' compensation benefits, Bedford and Lexington will share the costs (see item B-3 below).
2. **Retirement Benefits.** The ACO will be a member of the Middlesex County Retirement System, assuming eligibility requirements are met. As part of Lexington's annual payment, it will pay the agreed upon prorated normal cost or other retirement benefits toward the pension/retirement costs of the ACO.
3. Prorated costs will, when possible, be divided 70% payable by Lexington and 30% payable by Bedford.
4. Each town will reimburse the ACO for out of pocket miscellaneous expenses, as needed. Mileage accrued with a personal vehicle providing a town with ACO services will be reimbursed at the usual Federal rate.

C. Service Area and Equipment.

1. The ACO will be responsible for animal control within the geographic boundaries of Lexington and Bedford. The Town of Lexington will provide an animal shelter (with office) at 15 Westview Street, Lexington. Lexington will pay for the routine water & sewer, electric, heating and internet expenses for the shelter.
2. Lexington will provide a suitable vehicle for animal control activities. The vehicle will be used for official Lexington/Bedford animal control and police operations only, with the understanding that mutual aid may be provided to neighboring communities. The ACO vehicle is not intended to be a "take home" vehicle and subject to Lexington's "Vehicle Use" policy. Bedford will pay for the routine fueling and servicing of the ACO vehicle.
3. Bedford and Lexington will share mutual expenses for equipping the ACO vehicle and shelter with the understanding that equipment unique to either community will be paid for by that town. When necessary, major repair or replacement costs to either the shelter or ACO vehicle will be discussed by the Police Chiefs with a suitable plan submitted to the Town Managers for approval.
4. The ACO will wear the uniform issued by the Town of Bedford. A shoulder patch for Bedford Police and Lexington Police will be worn.

D. Duties.

1. In general, the duties and responsibilities of the ACO are described in the job description. Changes to the job description will be made with the approval of each town's Chief of Police.

2. The primary supervisor of the ACO will be the Bedford Chief of Police, or his designee. While performing ACO services in the Town of Lexington, the ACO shall be under the direction and control of the Lexington Chief of Police, or his designee.
3. The Chiefs of Police, or designees, should meet as needed but no less than annually, to discuss the ACO services provided in each community. The goal of this cooperative agreement is to achieve public safety as well as a safe and healthy environment for animals.

E. Term. The term of this Agreement shall commence on the date of execution hereof and shall be for a term not to exceed five-years, subject to the appropriation by the Towns. On or before May 1st of each year during the Term of this Agreement, the parties shall review their contractual relationship, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.

F. Cost of District Operations. Lexington and Bedford shall assume their respective shares of the costs associated with a common ACO as shown in Appendix A. Shared expenses under this Agreement will include, but not necessarily be limited to, the following expenses attributable to the ACO's: employee salary, benefits, Medicare tax, Worker's Compensation, liability insurance, membership in professional associations, and recruitment costs.

Bedford shall employ the ACO and pay all reasonable and customary salaries and operating expenses. Lexington shall contribute its share of the associated costs for this position by paying to Bedford an amount as required by the terms and conditions of this Agreement and Addendum B. Payments to Bedford shall be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1).

Bedford shall adjust the compensation it pays the ACO as it may elect to do in accordance with standard personnel practices, and shall give prompt written notice to Lexington of any such adjustment.

To provide Lexington with certainty in planning its budget for the ACO, Lexington's payment to Bedford each fiscal year shall be established and fixed by January 15, prior to the start of the fiscal year. Within 90 days of the close of each fiscal year, Bedford will provide the Town of Lexington with an analysis of actual staff and office expenses for the prior fiscal year. Any amount over or under the amount paid by Lexington will be adjusted in the subsequent year's payment by Lexington.

G. Indemnification. Notwithstanding the final sentence of G.L. c. 40, §4A, and to the extent permitted by law, the Town of Bedford agrees to indemnify the Town of Lexington, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Animal Control Officer pursuant to the Agreement in or on behalf of the Town of Bedford for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Animal Control Officer while performing services for the Town of Bedford; and the Town of Lexington agrees to indemnify the Town of Bedford, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Animal Control Officer pursuant to the Agreement in or on behalf of the Town of Lexington for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Animal Control Officer while performing services for the Town of Lexington. As to

any claim or occurrence, the express indemnification set forth above shall be town-specific: Bedford's obligations shall be limited to the services provided for Bedford; Lexington's obligations shall be limited to the services provided for Lexington.

- H. Termination.** This Agreement may be terminated by either party for any reason or no reason on one-hundred eighty (180) days written notice to the other, unless the parties agree otherwise. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.
- I. Assignment.** Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.
- J. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.
- K. Waiver.** The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
- L. Amendment.** This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.
- M. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.
- N. Headings.** The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
- O. Notices.** Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.
- a. To Bedford. Any notice to Bedford hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Richard T. Reed, Town Manager
Bedford Town Hall
10 Mudge Way
Bedford MA 01730

or to such other address(es) as Bedford may designate in writing to Lexington.

b. To Lexington. Any notice to Lexington hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Carl F. Valente, Town Manager
Lexington Town Hall
1625 Massachusetts Avenue
Lexington, Massachusetts 02420

or to such other address(es) as Lexington may designate in writing to Bedford.

P. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

Q. Financial Accounting and Reporting. Bedford shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Bedford shall maintain accurate and comprehensive records of all costs incurred by or on account of the Animal Control Officer, and all payments received from Lexington. An annual financial statement will be issued by Bedford to Lexington within 120 days of the end of the fiscal year.

WITNESS OUR HANDS as of the first date written above.

TOWN OF BEDFORD
By its Board of Selectmen

TOWN OF LEXINGTON
By its Board of Selectmen

APPENDIX A
ANIMAL CONTROL ANNUAL COMPENSATION

<u>Community</u>	<u>Percent</u>	<u>Hours</u>	<u>Rate</u>	<u>Compensation</u>
Bedford	30%	12	\$32 / hr	\$20,044.80
Lexington	70%	28	\$32 / hr	\$46,771.20

Bedford will cover routine gasoline and service costs for the ACO vehicle and cover uniform costs.

Lexington will provide the animal shelter, covering routine utility expenses, and provide the ACO vehicle.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Selectmen Committee Appointment/Reappointments (10 min.)

PRESENTER:

Joe Pato

ITEM NUMBER:

I.10

SUMMARY:

Attached is an updated list of all committees that have members with terms that expire September 30, 2015, which also includes all current vacancies.

Below are the Committees that are ready for reappointments/appointments as indicated on the attached list:

Council for the Arts
Greenways Corridor Committee
Monuments and Memorials Committee
Sidewalk Committee

Any committee listing that indicates someone does not want to be reappointed needs to be added to the existing vacancies.

We will be sending a letter to the Historical Society requesting nominations for their Historic Districts Commission appointment.

We will continue the reappointment process at needed.

If you have any questions on this appointment/reappointment, please let me know.

SUGGESTED MOTION:

Motion to reappoint and appoint as indicated on the attached list of committees.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:05 PM

ATTACHMENTS:

Description	Type
☐ Reappointments/Appointments To Be Made	Backup Material
☐ Susan Hammond Application for Arts Council	Backup Material
☐ Current Council for the Arts Committee Members	Backup Material
☐ Current Greenway Corridor Committee Members	Backup Material
☐ Current Monuments and Memorials Committee Members	Backup Material
☐ Current Sidewalk Committee Members	Backup Material

Committee Members with Terms Expiring - 2015

Term Expires	Service Start	Recommendation
2020 Vision Committee	13 members, including 3 elected Boards, 3 year term staggered	
9/2015 (1) vacancy		
Bio Safety Committee	5 members, 3 year term, expires February 1	
9/2015 (2) vacancies		
Communications Advisory Committee	11 Members, 3 Year Term, Sept 30	
9/2015 (1) vacancy		
Condo Conversion Board	5 Members, 3 Year Term, Sept. 30	
9/2015 (2) vacancy		
Council for the Arts	11 Members, 3 Year Term, 2-term limit, Sept. 30, staggered	
9/2015 (2) vacancy		appoint Susan Hammond
Design Advisory Committee	9 Members, 1 Year Term, Sept. 30	
9/2015 (2) vacancy		
Design Advisory Committee Associates	8 Members, 1 Year Term, Sept. 30	
9/2015 (6) vacancy		
Energy Conservation Committee	9 members, Sept. 30	
9/2015 (1) vacancy		
Gammel Legacy Trust	2 Members, 1 Year Term, Sept. 30	
9/2015 (0) vacancy		committee recommends reaching out to younger members of the community for future appointments
Greenways Corridor Committee	9 members, 3 year staggered, Sept. 30	
9/2015 Kevin Breunig	11/2014	rescind reappointment

Term Expires			Service Start	Recommendation
Historic Districts Commission			5 Members, 5 Year Term, Jan. 1, 2 Term Limit	
12/2015	Lynn Hopkins	Chair	4/2013	letter to Historical Society
Housing Partnership Board			3 Year term, 15 Voting Members, 3 Liaisons (Selectmen appoint 12; designated 3 for LexHAB, Hous. Auth. & PB)	
9/2015	(6) vacancy			
9/2015	Nancy Corcoran-Ronchetti	member	3/2014	Planning Board appointment
9/2015	Melinda Walker	Chair	10/2006	Housing Authority appointment
Human Rights Committee			9 members including school, police and senior staff, Liaisons for School and BOS, 3-year staggered term, September 30	
9/2015	(1) vacancy			
Human Services Committee			8 Members, 3 Year Term - staggered, Sept. 30	
9/2015	(3) vacancy			
Monuments and Memorials Committee			7 members, 3 year term staggered, 9/30 appt	
9/2015	Mike DaRu	member	3/2014	do not reappoint
9/2015	Linda J. Dixon	member/liaison	3/2014	reappoint
9/2015	Bebe Fallick	member	7/2014	reappoint
Noise Advisory Committee			5 Members, 3-year staggered term; Liaisons from BOS, PB BoH, HATS Env. Subc and Chamber	
9/2015	(1) vacancies		1/2004	
Police Manual Policy Committee			Open Memb., 1 Year Term, Sept. 30	
9/2015	(1) vacancy			committee suggests reaching out to asian- american or indian- american community to fill vacancy
Sidewalk Committee			7 members, 3 year term	
9/2015	(1) Vacancy			
9/2015	Jeanne Canale		10/2012	do not reappoint
9/2015	Sean Osborne		5/2013	do not reappoint
9/2015	Craig Weeks	Chair	6/2014	do not reappoint

Term Expires		Service Start	Recommendation
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Sustainable Lexington Committee	7 Members, 3 year staggered, Sept 30
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9/2015 (1) Vacancy

Tax Deferral and Exemption Study Committee	5 Members, until Report-Feb 04
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9/2015 (1) vacancy

Tourism Committee	9 members, one year term, Sept. 30
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9/2015 (up to 4) vacancies

9/2015	Trisha Perez Kennealy		10/2012
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9/2015	Leeyng Wu	member	11/2014
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Town Celebrations Subcommittee	up to 15 Members, 1 Year Term, June 30
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6/2016 (4) vacancies

Town Report Committee	9 Members, 1 Year Term, Sept. 30
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9/2015 (3) vacancies

9/2015	Gloria A. Amirault	member	12/2010
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9/2015	Hank Manz	member	7/2014
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9/2015	Tanya Morrisett	member	7/2014	do not reappoint
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9/2015	Elaine Quinlan	member	11/2011
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9/2015	Margareth Sarmiento	member	10/2010
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9/2015	David S. Tabelaing	member	11/1998
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AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Town Manager Appointments - Youth Commission and Commission on Disability

PRESENTER:

Carl F. Valente, Town Manager

ITEM NUMBER:

I.11

SUMMARY:

Douglas Lucente has been with the Youth Commission since 2000. Mr. Lucente is current with his Ethics Commission training.

Victoria Buckley has been with the Commission on Disability since 2003. Ms. Buckley is current with her Ethics Commission Training.

Janet Perry has been with the Commission on Disability since 2007. Ms. Perry is current with her Ethics Commission Training.

SUGGESTED MOTION:

Move to approve the Town Manager's reappointments of Doug Lucente as a member of the Youth Commission, and Victoria Buckley and Janet Perry as members of the Commission on Disability.

FOLLOW-UP:

The Town Manager's Office will send reappointment letters.

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:10 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Douglas Lucente Reappointment Application	Backup Material
<input type="checkbox"/> Victoria Buckley Reappointment Application	Backup Material
<input type="checkbox"/> Janet Perry Reappointment Application	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve Common Victualler License for Tres Petite Creperie (5 min.)

PRESENTER:

Joe Pato

ITEM NUMBER:

I.12

SUMMARY:

I have received an application from Tres Petite Creperie for a Common Victualler License. The establishment will be located at 1707 Massachusetts Avenue, Suite 2. The hours the establishment will be open are: Monday-Friday 11:00 a.m. to 8:00 p.m., Friday and Saturday 11:00 a.m. to 9:00 p.m. and Sunday 11:00 a.m. to 7:00 p.m.

SUGGESTED MOTION:

Motion to approve a Common Victualler License for Tres Petite Creperie, 1707 Massachusetts Avenue, Suite 2.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:15 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Common Victualler Application-TresPetite Creperie	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Sign Warrant for the November 2015 Special Town Meetings

PRESENTER:

Joe Pato

ITEM NUMBER:

I.13

SUMMARY:

Attached are the two draft warrants for the Special Town Meeting to begin on Monday, November 2, 2015.

Still finalizing the warrants and the location for them.

SUGGESTED MOTION:

Motion to sign the November 2015 Special Town Meeting warrants.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:20 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Warrant for Special Town Meeting #1 (Schools)	Backup Material
<input type="checkbox"/> Draft Warrant for Special Town Meeting #2	Backup Material

D R A F T



TOWN WARRANT
Town of Lexington
Special Town Meeting #1

Commonwealth of Massachusetts

Middlesex, ss.

To any of the Constables of the Town of Lexington

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the inhabitants of the Town of Lexington qualified to vote in elections and in Town affairs to meet in the Margery Milne Battin Auditorium in Cary Memorial Building, 1605 Massachusetts Avenue, in said Town on Monday, November 2, 2015 at 7:30 p.m., at which time and place the following articles are to be acted upon and determined exclusively by the Town Meeting Members in accordance with Chapter 215 of the Acts of 1929, as amended, and subject to the referendum provided for by Section eight of said Chapter, as amended.

ARTICLE 1 **REPORTS OF TOWN BOARDS, OFFICERS, COMMITTEES**

To receive the reports of any Board or Town Officer or of any Committee of the Town, or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

DESCRIPTION: This article remains open throughout the Special Town Meeting.

ARTICLE 2 **APPROPRIATE FOR SCHOOL FACILITIES CAPITAL PROJECTS**

To see if the Town will vote to appropriate a sum of money for: continuing the school facility master planning study for specific capital projects for the Fiske, Hastings and Harrington Elementary Schools and the Clarke and Diamond Middle Schools; design, engineering and architectural services for these projects; and for the related remodeling, reconstruction or making extraordinary repairs to these or other school facilities; for the construction of the buildings, including original equipment and landscaping, paving and other site improvements incidental or directly related to such remodeling, reconstruction or repair, determine whether the money shall be provided by the tax levy, by transfer from available funds, by borrowing, or by any combination of these methods; determine if the Town will authorize the Selectmen to apply for, accept, expend and borrow in anticipation of state aid for such capital improvements; or act in any other manner in relation thereto.

(Inserted by the School Committee)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This article is to request funding for the studies, design and construction of school facilities to address current and anticipated school enrollment.

D R A F T

ARTICLE 3 LAND PURCHASE AND IMPROVEMENTS - 20 PELHAM ROAD

To see if the Town will vote to authorize the Selectmen to purchase or otherwise acquire, or to take by eminent domain for municipal or school purposes, any fee, easement, or other interest in all or any part of land known as 20 Pelham Road and shown as lot 65A on Assessors' Property Map 31, owned by the Congregation of Armenian Sisters of the Immaculate Conception, Inc.; for design, engineering and architectural services for plans and specifications and related costs; and to make access and site improvements and to remodel, reconstruct and make extraordinary repairs to the existing school building on such property; and to appropriate a sum of money therefor and determine whether the money shall be provided by the tax levy, by transfer from available funds, or by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This article requests funding to purchase the property at 20 Pelham Road for municipal or school purposes and to make access and site improvements, remodel, reconstruct and make extraordinary repairs to the existing school building on the property.

ARTICLE 4 APPROPRIATE FOR ENGINEERING STUDY – 20 PELHAM ROAD

To see if the Town will vote to raise and appropriate a sum of money for engineering studies and related costs for access roads and sidewalks connecting Pelham Road, the property at 20 Pelham Road and the Community Center at 39 Marrett Road and Marrett Road and any improvements that may be necessary to Pelham Road to access 20 Pelham Road; determine whether the money shall be provided by the tax levy, by transfer from available funds, by borrowing, or any combination of these methods; or act in any other manner in relation thereto.

FUNDS REQUESTED: unknown at press time

DESCRIPTION: Should Town Meeting approve the purchase of the 20 Pelham Road property, this Article would fund the engineering study for roadways and sidewalks to connect this property to the Community Center property, Marrett Road and Massachusetts Avenue.

And you are directed to serve this warrant not less than fourteen days at least before the time of said meeting, as provided in the Bylaws of the Town.

Hereof fail not and make due return of this warrant, with your doings thereon, to the Town Clerk, on or before the time of said meeting.

Given under our hands this 5th day of October 2015.

A true copy, Attest:

DRAFT

Richard W. Ham, Jr.
Constable of Lexington

DRAFT



TOWN WARRANT
Town of Lexington
Special Town Meeting #2

Commonwealth of Massachusetts

Middlesex, ss.

To any of the Constables of the Town of Lexington

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the inhabitants of the Town of Lexington qualified to vote in elections and in Town affairs to meet in the Margery Milne Battin Auditorium in Cary Memorial Building, 1605 Massachusetts Avenue, in said Town on Monday, November 2, 2015 at 7:35 p.m., at which time and place the following articles are to be acted upon and determined exclusively by the Town Meeting Members in accordance with Chapter 215 of the Acts of 1929, as amended, and subject to the referendum provided for by Section eight of said Chapter, as amended.

ARTICLE 1 **REPORTS OF TOWN BOARDS, OFFICERS, COMMITTEES**

To receive the reports of any Board or Town Officer or of any Committee of the Town, or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

DESCRIPTION: This article remains open throughout the Special Town Meeting.

ARTICLE 2 **AMEND MINUTEMAN REGIONAL AGREEMENT**

To see if the Town will accept and approve the “Amendment to Minuteman Regional Agreement regarding the Withdrawal of the Town of Wayland from the Minuteman Regional School District”, which was approved by the Minuteman Regional School Committee on July 7, 2015 and which has been submitted to the Board of Selectmen consistent with the current Minuteman Regional Agreement, or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

DESCRIPTION: The Town of Wayland voted to seek withdrawal from the Minuteman Regional School District. As required, the District School Committee drafted an amendment to the Regional Agreement setting forth the terms by which Wayland may withdraw from the District. The Amendment permitting the Town of Wayland to withdraw from the District will become effective only if all sixteen member towns of the District, as well as the Commission of Education, vote to approve this Amendment.

D R A F T

ARTICLE 3

TRANSFER OF PROPERTY TO LEXHAB

To see if the Town will vote to authorize the Board of Selectmen to transfer the land known as 34 Lowell Street and further shown as Lot 2A on a plan of land entitled “Lowell Street, Lexington, Massachusetts, Assessor’s Map 20/Parcel 38, Subdivision Plan of Land Approval Not Required”, recorded at the Middlesex South Registry of Deeds in Plan Book 02015, Page 108, to the Lexington Housing Assistance Board, Inc. (“LexHAB”) for nominal consideration, or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen at the request of the Lexington Housing Assistance Board (LexHAB))

DESCRIPTION: The property in this article is owned by the Town of Lexington. This article will authorize the transfer of ownership of the land to LexHAB.

ARTICLE 4

APPROPRIATE FOR WATER SYSTEM IMPROVEMENTS

To see if the Town will vote to make water distribution system improvements, including the installation of new water mains and replace or clean and line existing water mains and standpipes, conduct engineering studies and purchase and install equipment in connection therewith, in such accepted or unaccepted streets or other land as the Selectmen may determine, subject to the assessment of betterments or otherwise; and to take by eminent domain, purchase or otherwise acquire any fee, easement or other interest in land necessary therefor; appropriate money for such improvements and land acquisition and determine whether the money shall be provided by the tax levy, by transfer from available funds, including any special water funds, by borrowing, or by any combination of these methods; to determine whether the Town will authorize the Selectmen to apply for, accept, expend and borrow in anticipation of or from federal and state aid for such projects; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: Funds requested in this article will be used to repair and replace large water mains in east Massachusetts Avenue. Some of these water mains date from 1896 and have deteriorated and have pin-hole size leaks.

ARTICLE 5

**APPROPRIATE FOR PROPERTY IMPROVEMENTS -
241 GROVE STREET**

To see if the Town will vote, upon recommendation of the Community Preservation Committee, to raise and appropriate a sum of money to remodel, reconstruct and make extraordinary repairs and related improvements to the existing farm house at 241 Grove Street for community housing purposes, and for other mitigation to the property, determine whether the money shall be provided by the tax levy, by transfer from available funds, including the Community Preservation Fund, by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This article is to request funding for necessary improvements to the farm house on the Wright Farm property owned by the Town in order to provide a unit of affordable housing.

ARTICLE 6

APPROPRIATE FUNDS FOR FIRE STATION SITE STUDY

To see if the Town will vote to appropriate a sum of money for studying potential sites for a fire station; determine whether the money shall be provided by the tax levy, by transfer from available funds, by

D R A F T

borrowing or by any combination of these methods; or act in any other manner in relation thereto.

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This article is to request funding for evaluating potential sites for a fire station.

ARTICLE 7 **AMEND FY2016 OPERATING, ENTERPRISE FUND AND COMMUNITY PRESERVATION BUDGETS**

To see if the Town will vote to make supplementary appropriations, to be used in conjunction with money appropriated under Articles 4, 5 and 8 of the warrant for the 2015 Annual Town Meeting, to be used during the current fiscal year, or make any other adjustments to the current fiscal year budgets and appropriations that may be necessary; to determine whether the money shall be provided by the tax levy, by transfer from available funds, from Community Preservation funds or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This is an article to permit adjustments to current fiscal year (FY2016) appropriations.

ARTICLE 8 **APPROPRIATE TO AND FROM SPECIFIED STABILIZATION FUNDS**

To see if the Town will vote to appropriate sums of money to and from Stabilization Funds in accordance with Section 5B of Chapter 40 of the Massachusetts General Laws for the purposes of: (a) Section 135 Zoning By-Law, (b) Traffic Mitigation, (c) Transportation Demand Management, (d) School Bus Transportation, (e) Special Education, (f) Center Improvement District; (g) Debt Service, (h) Transportation Management Overlay District (TMO-1), (i) Avalon Bay School Enrollment Mitigation Fund, and (j) Capital Projects; and determine whether the money shall be provided by the tax levy, by transfer from available funds, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This article proposes to fund Stabilization Funds for specific purposes and to appropriate funds therefrom. Money in those funds may be invested and the interest may then become a part of the particular fund. The use of these funds may be appropriated for the specific designated purpose by a two-thirds vote of an Annual or Special Town Meeting.

ARTICLE 9 **APPROPRIATE FOR AUTHORIZED CAPITAL IMPROVEMENTS**

To see if the Town will vote to make supplementary appropriations to be used in conjunction with money appropriated in prior years for the installation or construction of water mains, sewers and sewerage systems, drains, streets, buildings, recreational facilities or other capital improvements and equipment that have heretofore been authorized; determine whether the money shall be provided by the tax levy, by transfer from the balances in other articles, by transfer from available funds, including enterprise funds and the Community Preservation Fund, by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

D R A F T

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This is an article to request funds to supplement existing appropriations for certain capital projects in light of revised cost estimates that exceed such appropriations.

ARTICLE 10

APPROPRIATE FOR PRIOR YEARS' UNPAID BILLS

To see if the Town will vote to raise and appropriate money to pay any unpaid bills rendered to the Town for prior years; to determine whether the money shall be provided by the tax levy, by transfer from available funds, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This is an article to request funds to pay bills after the close of the fiscal year in which the goods were received or the services performed and for which no money was encumbered.

And you are directed to serve this warrant not less than fourteen days at least before the time of said meeting, as provided in the Bylaws of the Town.

Hereof fail not and make due return of this warrant, with your doings thereon, to the Town Clerk, on or before the time of said meeting.

Given under our hands this 5th day of October 2015.

A true copy, Attest:

Richard W. Ham, Jr.
Constable of Lexington

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Water and Sewer Commitments and Adjustments

PRESENTER:

William P Hadley, Director of Public Works

ITEM NUMBER:

C.1

SUMMARY:

Commitment of Water and Sewer charges August Cycle 9 \$ 364,002.23
Commitment of Water and Sewer charges August Finals \$ 25,664.22

SUGGESTED MOTION:

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

FOLLOW-UP:

Revenue Officer

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:25 PM

ATTACHMENTS:

Description	Type
☐ Comm of Water/Sewer Charges 10-5-15	Cover Memo



Department of Public Works
Town of Lexington
Water and Sewer Enterprise Funds
FISCAL YEAR 2016
AUGUST 2015 Final Water Bills

FINALS

GRAND TOTALS

WATER	\$16,119.75	\$16,119.75
SEWER	\$9,544.47	\$9,544.47
TOTAL:	\$25,664.22	\$25,664.22

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:

Twenty-five thousand, six hundred sixty-four dollars and 22/00

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

October 5, 2015

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



Department of Public Works
Town of Lexington
Water and Sewer Enterprise Funds
FISCAL YEAR 2016
August 2015 Cycle 9 Billing

	CYCLE 9 August 2015	GRAND TOTALS
WATER	\$356,169.73	\$356,169.73
SEWER	\$2,756.90	\$2,756.90
FEE FOR BEDFORD	\$5,075.60	\$5,075.60
TOTAL:	<u>\$364,002.23</u>	<u>\$364,002.23</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:

Three hundred sixty-four thousand, two dollars and 23/100

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



DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN

October 5, 2015

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

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Sign Utilities Easement - 19 Revere Street

PRESENTER:

Joe Pato

ITEM NUMBER:

C.2

SUMMARY:

You are being asked to sign the attached Utilities Easement for 19 Revere Street.

SUGGESTED MOTION:

Motion to approve the consent agenda.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:25 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Utilities Easement-19 Revere Street	Backup Material

RECORD AND RETURN TO:

[]

~ Recording Information Area ~

UTILITIES EASEMENT

WHEREAS, **Peter and Jean Tropeano**, having an address of 19 Revere Street, Lexington, Middlesex County (the "Grantors"), own the land and improvements located at 19 Revere Street, Lexington, Middlesex County and described in deeds recorded with the Middlesex County South Registry of Deeds (the "Registry") in Book 17928, Page 227 (the "Property");

WHEREAS, the **Town of Lexington**, a Massachusetts municipality acting by and through its duly authorized Board of Selectmen, in their capacity as the Town's Water and Sewer Commissioners with a mailing address of Town Hall, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the "Town"), has requested, and Grantors have agreed to grant, a perpetual, non-exclusive easement in gross to access, construct, reconstruct, operate, inspect, maintain, use, repair, renovate, improve, enlarge and remove a drain on the Property and associated lines, connections, equipment and appurtenances, on, over, beneath and through the Property in the area shown as "Drain Access & Maintenance Easement" (the "Easement Area") on that certain plan entitled "Drainage Easement, Assessor's Map 64/Parcel 145, Revere Street, Lexington Massachusetts" prepared by GCG Associates, Inc., dated December 1, 2014 (the "Plan"), a copy of which is being recorded with the Registry simultaneously herewith.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Town agree as follows:

1. The Grantors hereby grant to the Town a non-exclusive perpetual right and easement in gross to access, construct, reconstruct, inspect, operate, maintain, use, repair, renovate, improve, enlarge and remove a drain and all associated lines, connections, equipment and appurtenances, on, over, beneath and through any and all portions of the Easement Area.
2. The Town shall perform all work, if any, in connection with the maintenance, repair and use of the Easement Area at the Town's sole cost and expense. All of said work shall be performed in a good workmanlike manner in compliance with all applicable laws, regulations, codes, bylaws and ordinances.

Property address: 19 Revere Street, Lexington, MA

3. The Town shall pay all contractors and/or laborers performing work or providing materials for the Easement Area so as not to cause or permit any liens, including without limitation mechanics' or materialmens' liens, to be recorded against the Property.

4. The Town shall provide notice to the Grantors at the address shown herein at least three (3) days before any entry or excavation is made upon the Easement Area related to the commencement of any work in the Easement Area, except, however, that in the case of emergency repair, the Town shall provide notice to the Grantors as soon as possible.

5. In exercising its rights hereunder, the Town shall use reasonable efforts to minimize any interference with the Grantors' use of the Property and the Easement Area, and shall immediately repair any damage to the Property caused by the Town's exercise of its rights hereunder to the extent reasonable and practicable.

6. The Grantors agree not to grant any easements, leases, deeds, licenses or any other rights to the Easement Area that will interfere with the Town's perpetual easement without the prior written consent of the Town.

7. The Town shall have the right to permit the Town's employees, agents, contractors, guests and invitees to use the Easement Area in accordance with this Easement.

8. The Grantors shall not have the right to relocate any part or parts of the Easement Area without the express written consent of the Town. Any relocation of the Easement Area shall be at the Grantors' sole cost and expense.

9. Any notice hereunder shall be in writing and shall be deemed to have been properly given when mailed, if mailed by registered or certified mail, return receipt requested, all charges prepaid, or when hand delivered or sent by a recognized overnight courier service, addressed as follows:

If to Town: Town of Lexington
 Board of Selectmen
 Town Hall
 1625 Massachusetts Avenue
 Lexington, MA 02420

If to Grantors: 19 Revere Street
 Lexington, MA 02420

10. The terms of this Easement shall run with the Property and shall benefit and be binding upon the successor owners thereof.

11. This Easement may only be amended by a written instrument, clearly designated to be an amendment, signed by all parties and recorded with the Registry of Deeds.

12. If any provision of this Easement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Easement shall nonetheless remain in full force and effect, and in the place of such invalid or unenforceable provision there shall be substituted a like,

WITNESS my hand and seal as of this 30 day of Sept, 2015.

GRANTORS:

Peter Tropeano
Peter Tropeano

Jean Tropeano
Jean Tropeano

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

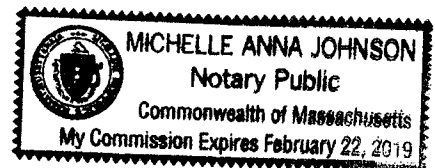
Sept 30, 2015

On this 30 day of Sept, 2015, before me, the undersigned notary public, personally appeared Peter Tropeano and Jean Tropeano, proved to me through satisfactory evidence of identification, which was personally known to be the persons who signed the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose and acknowledged the foregoing instrument to be their free act and deed.

Michelle Anna Johnson

Notary Public:

My Commission Expires:



but valid and enforceable provision, which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

13. This Easement may be executed in two or more counterparts, each of which shall be an original for all purposes and all of which, taken together, shall constitute one and the same agreement.

[Signatures to appear on next page.]

ACCEPTANCE OF EASEMENT

We, the undersigned, being a majority of the Town of Lexington Board of Selectmen, acting as Water and Sewer Commissioners pursuant to M.G.L. c. 41, Section 21, hereby certify that at a meeting duly held on ____ day of _____, 2015, the Board voted to accept the foregoing Easement.

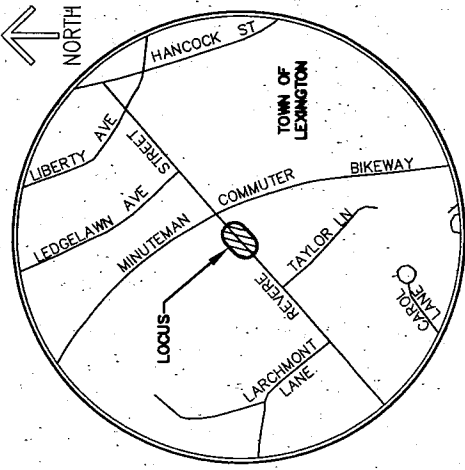
TOWN OF LEXINGTON BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS

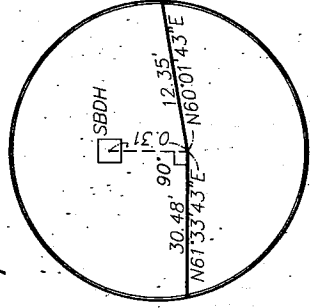
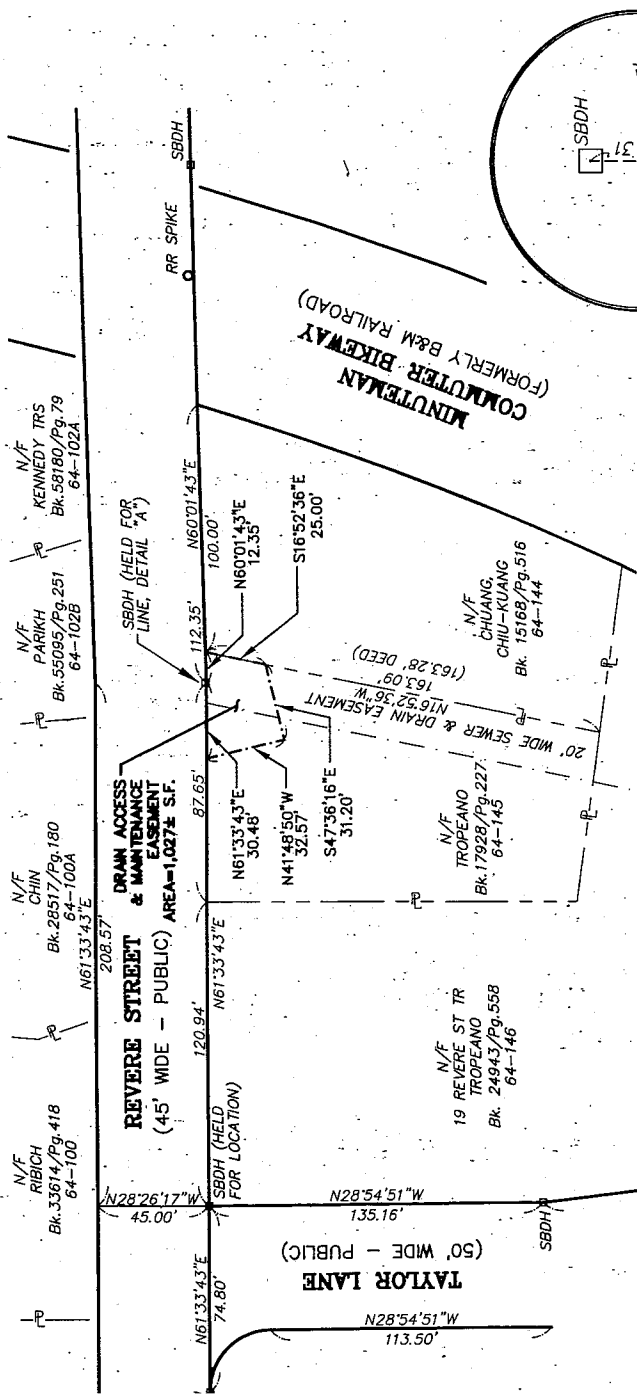
_____, ss. _____, 2015

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____ members of the Town of Lexington Board of Selectmen, proved to me through satisfactory evidence of identification, which was _____, to be the persons who signed the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose and acknowledged the foregoing instrument to be his free act and deed.

Notary Public:
My Commission Expires:

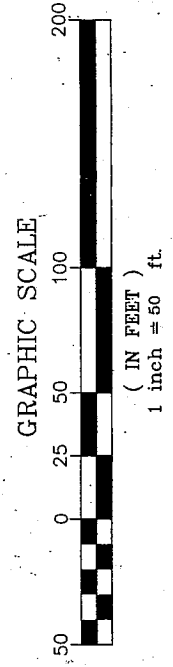


LOCUS
SCALE: 1"=500'



DETAIL "A"
NOT TO SCALE

PLAN
SCALE: 1" = 50'



LEGEND

N/F	NOW OF FORMERLY
S.F.	SQUARE FEET
FND.	FOUND
---	APPROXIMATE PROPERTY LINE
---	EXISTING EASEMENT LINE
---	EASEMENT LINE

PURPOSE

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Street Acceptance Timeline

PRESENTER:

Joe Pato

ITEM NUMBER:

C.3

SUMMARY:

Attached is the proposed FY2017 Street Acceptance Timeline for your approval.

SUGGESTED MOTION:

Motion to approve the consent agenda.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:25 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> FY17 Street Acceptance Timeline	Cover Memo

TIME SEQUENCE FOR FY16 STREET ACCEPTANCE

1. **November 3, 2014**
Vote of intent to layout by the Board of Selectmen;

Board of Selectmen to sign "Notice of Intention to Layout" and notify Planning Board and Constable;
2. **January 5, 2015**

By this date, written notice delivered to abutters by Constable informing them that the Board of Selectmen intend to vote to layout as public way;
3. **January 26, 2015**

Public Hearing by Board of Selectmen in regard to their intent to layout public ways;
4. **February 9, 2015**

Vote to layout public ways by Board of Selectmen;
5. **February 23, 2015**

On or before this date layout plans filed with the Town Clerk by the Town Engineer;
6. **March 9, 2015**

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

Approved by the Board of Selectmen at its meeting on September 22, 2015.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Sign Proclamation - Lexington High School PE Teacher

PRESENTER:

Joe Pato

ITEM NUMBER:

C.4

SUMMARY:

Ms. Barry will be providing a proposed proclamation for James Banks. A dedication ceremony to name the Estabrook Gym in his honor will be held on Sunday, October 11, 2015, at 4:00 p.m.

SUGGESTED MOTION:

Motion to approve the consent agenda.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:25 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proposed Proclamation for James Banks	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

One-Day Liquor Licenses

PRESENTER:

Joe Pato

ITEM NUMBER:

C.5

SUMMARY:

St. Brigid Parish has requested a one-day liquor license to serve beer and wine at a Texas Hold'em Fundraiser on November 6, 2015, from 6:30 p.m. to 11:30 p.m. at St. Brigid Parish located at 2001 Mass. Avenue.

Lexington Elks has requested a one-day liquor license to serve beer and wine outside only at a Manager/Member Appreciation Day on October 18, 2015, from 1:00 p.m. to 6:00 p.m. from rear door to 1st parking island, 959 Waltham Street. Since the Lexington Elks liquor license does not include serving any liquor in an outdoor area, the ABCC allows them to get a one-day liquor license as long as the alcohol for the one-day liquor license is bought separately from their liquor license stock for inside and the alcohol cannot cross from the outside area to the inside area.

The Lexington Community Farm Coalition has requested a one-day liquor license to serve beer and wine at a Donor Event on October 18, 2015, from 4:00 p.m. to 6:00 p.m. at LexFarm, 52 Lowell Street.

SUGGESTED MOTION:

Motion to approve the consent agenda.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:25 PM

ATTACHMENTS:

Description	Type
☐ One-Day Application-St. Brigid Parish	Backup Material
☐ One-Day Liquor Application-Lexington Elks	Backup Material
☐ One-Day Liquor License-Lexington Community Farm Coalition	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Exemption 3: Discuss Strategy with Respect to Collective Bargaining (Custodians, Police); and Exemption 6-Consider Purchase, Exchange, Lease or Value of Real Property (20 Pelham Road) (30 min).

PRESENTER:

Exemption 3: Carl F. Valente; Denise Casey; Exemption 6: Carl Valente and Joe Pato

ITEM NUMBER:

E1-2

SUMMARY:

Suggested motion for Executive Session: *Move that the Board go into Executive Session to discuss strategy with respect to collective bargaining (Custodians and Police) and to consider the purchase, exchange, lease or value of real property (20 Pelham Road) and to reconvene in Open Session only to adjourn. Further, that as Chairman, I declare that an open meeting may have a detrimental effect on the negotiating position of the Town.*

- 1: *Update on Custodial union bargaining*
- 2: *Update on Police union bargaining*
- 3: *Update on 20 Pelham Road negotiations*

SUGGESTED MOTION:

NA

FOLLOW-UP:

Town Manager's Office

DATE AND APPROXIMATE TIME ON AGENDA:

10/5/2015

9:30 PM