

SELECTMEN'S MEETING  
Monday, November 23, 2015  
Selectmen Meeting Room  
6:00 PM

**AGENDA**

**EXECUTIVE SESSION**

1. Executive Session-Exemption 6: Update on Pelham Road Property 6:00 PM

**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. Polling Location and Local Election Recommendations (10 min.) 6:30 PM
2. Special Town Meeting Warrant 1 - Board Positions (5 min.) 6:40 PM
3. Update-Historic Preservation Restriction for Community Center Property (10 min.) 6:45 PM
4. Town Manager's Appointment to Recreation Committee (3 min.) 6:55 PM
5. Selectmen Appointment - Town Report Committee (2 min.) 6:58 PM
6. Tax Classification Hearing (25 min.) 7:00 PM
7. Consent Agenda 7:25 PM
  1. Approve Town Manager Vacation Request
  2. Use of the Battle Green - Minute Men Historic Exhibition
  3. Message of Condolence to Antony Sister City

**ADJOURN**

1. Approximate Adjourn Time 7:30 PM

The Selectmen will reconvene for a joint meeting of the Selectmen, School Committee, Appropriation Committee and Capital Expenditures Committee scheduled to begin at 7:30 PM in Battin Hall, Cary Memorial Building, and the Selectmen will reconvene in the Selectmen's Meeting Room after the joint meeting if they were unable to complete all the items on their agenda.

The next meeting of the Board of Selectmen is scheduled for Wednesday, December 2, 2015, at 6:00 p.m. in the Selectmen's Meeting Room, 1625 Massachusetts Avenue.

*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:**

Executive Session-Exemption 6: Update on Pelham Road Property

**PRESENTER:**

Carl F. Valente, Town Manager

**ITEM  
NUMBER:**

**SUMMARY:**

Suggested Motion: *Move that the Board go into Executive Session to consider the purchase, exchange, lease or value of real property, 20 Pelham Road, and to reconvene in Open Session. Further, that as Chairman, I declare that an open meeting may have a detrimental effect on the negotiating position of the Town.*

The Town Manager will provide the Board with an update on negotiations and the property appraisal.

**SUGGESTED MOTION:**

*None*

**FOLLOW-UP:**

**DATE AND APPROXIMATE TIME ON AGENDA:**

11/23/2015

6:00 PM

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Polling Location and Local Election Recommendations (10 min.)

### PRESENTER:

Nathalie Rice, Town Clerk

### ITEM NUMBER:

I.1

### SUMMARY:

Ms. Rice, Town Clerk, will be at your meeting to present revised recommendations for polling locations

### SUGGESTED MOTION:

Motion to: a) relocate Precinct 5 from the School Administration Building to the Cary Memorial Building; b) relocate Precinct 2 from the Bowman School to the School Administration Building; and c) relocate Precinct 3 from the Clarke Middle School to the Lexington Community Center.

### FOLLOW-UP:

Town Clerk's Office

### DATE AND APPROXIMATE TIME ON AGENDA:

11/23/2015

6:30 PM

### ATTACHMENTS:

Description	Type
☐ Memo with Recommendations for Polling Locations	Cover Memo



**Town of Lexington**  
**Town Clerk's Office**

Nathalie L. Rice, Town Clerk

Tel: (781) 698-4557  
Fax: (781) 861-2754

**TO: Joseph Pato, Chair, Board of Selectmen**  
**FROM: Nathalie Rice, Town Clerk**  
**DATE: November 19, 2015**  
**RE: Revision to Memo of November 5, 2015 regarding 2016 Polling Locations**

**Upcoming Elections for 2016:**

March 1, 2016 [Tuesday]	Presidential Primary
March 1, 2016 [Tuesday]	Annual Town Election
September 8, 2016 [Thursday]	State Primary
November 8, 2016 [Tuesday]	State Election

This memo to the Board of Selectmen represents a revision to the Town Clerk's memo of November 5, 2015 regarding the relocation of three polling locations in anticipation of the 2016 elections. In addition to addressing relocating polling locations, the Town Clerk also seeks to reaffirm the Board's vote of October 6, 2008 to designate the Lexington High School as an alternate voting location in the event of an emergency. Therefore, the following recommendations are now made:

**Recommendation:** *That the Board of Selectmen vote to designate the following polling location changes to be effective January 1, 2016:*

- (1) Relocate Precinct 4 from the Bridge School to the Cary Memorial Building, 1605 Massachusetts Avenue.***
- (2) Relocate Precinct 6 from the Diamond Middle School to the Cary Memorial Building, 1605 Massachusetts Avenue.***
- (3) Relocate Precinct 3 from the Clarke Middle School to the Lexington Community Center, 39 Marrett Road.***
- (4) Vote to designate the Lexington High School as an alternate voting location in the event of emergency.***

These recommendations align with the Town Clerk's goals to reduce interruption at the schools, insure safety and accessibility for all voters, reduce frequency of moving polling locations, minimize parking and traffic issues, and consolidate polling locations.

As noted previously, flexibility will be needed in 2016 if school construction at the Maria Hastings School warrants relocation of the Precinct 9 polling location.

The necessary notification of the relocation of Precincts 3, 4 and 6 polling locations will be undertaken by the Town Clerk's Office in coordination with the Selectmen, in conformance with State statute.

Please let me know if I can be of further assistance to the Board regarding the recommendations outlined above. I look forward to meeting with you at your meeting on November 23rd.

Thank you very much.

A handwritten signature in black ink that reads "Nathalie L. Rice". The signature is written in a cursive style with a large initial 'N'.

Nathalie Rice, Town Clerk  
November 19, 2015

cc Carl Valente, Town Manager  
Donna Hooper, CIO

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Special Town Meeting Warrant 1 - Board Positions (5 min.)

### PRESENTER:

Joe Pato

### ITEM NUMBER:

I.2

### SUMMARY:

Attached is the table of articles for the Special Town Meeting #1 in case you are able to begin taking positions.

### SUGGESTED MOTION:

### FOLLOW-UP:

### DATE AND APPROXIMATE TIME ON AGENDA:

11/23/2015

6:40 PM

### ATTACHMENTS:

Description	Type
☐ Table for Article Positions	Cover Memo
☐ Special Town Meeting #1 Warrant	Cover Memo







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 Hall 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.

**NOTE: There is a possibility that the Cary Memorial Building renovation project will not be completed in time for Town Meeting to convene in the Margery Milne Battin Hall on November 2. If so, Town Meeting will be relocated to the Clarke Middle School Auditorium. Town Meeting Members will be notified via the TMMA listserv and the Town's website, prior to November 2, of any relocation. Residents are asked to check the Town's website to confirm the location of Town Meeting. Signage will also be placed in front of the Cary Memorial Building if the relocation is necessary.**

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.

**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.

*(Inserted by the Board of Selectmen)*

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 5<sup>th</sup> day of October 2015.

Joseph N. Pato  
Peter C.J. Kelley  
Norman P. Cohen  
Suzanne E. Barry

Selectmen  
of  
Lexington

A true copy, Attest:

Richard W. Ham, Jr.  
Constable of Lexington

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Update-Historic Preservation Restriction for Community Center Property (10 min.)

### PRESENTER:

Carl F. Valente, Town Manager

### ITEM NUMBER:

I.3

### SUMMARY:

The Lexington Historical Society has agreed to hold the Historic Preservation Restriction (HPR) for the Community Center property. The HPR is required because this property was purchased using Community Preservation Act funds. The Town Manager and Historical Society, with the assistance of Town Counsel, have been working on an HPR that is acceptable to the Town and Historical Society. This draft addresses the previous suggestions raised by the Board of Selectmen at its meeting on September 21.

The Executive Committee of the Historical Society has approved this draft. If acceptable to the Board of Selectmen, this draft HPR will be sent to the Massachusetts Historical Commission (MHC), which must also approve it. Once MHC approval is received, it will then be signed by the Historical Society and voted and signed by the Board of Selectmen.

### SUGGESTED MOTION:

None at this time.

### FOLLOW-UP:

If this draft is acceptable to the Board of Selectmen, it will then be sent to the Massachusetts Historical Commission for its review and approval.

### DATE AND APPROXIMATE TIME ON AGENDA:

11/23/2015

6:45 PM

### ATTACHMENTS:

Description

Type

📄 Draft Historic Preservation Restriction Agreement for Community Center  
Property Backup Material

**PRESERVATION RESTRICTION AGREEMENT**  
**between**  
**THE TOWN OF LEXINGTON**  
**and**  
**THE LEXINGTON HISTORICAL SOCIETY**

THIS PRESERVATION RESTRICTION AGREEMENT (this "Restriction") is made as of this \_\_\_ day of \_\_\_\_\_, 2015, by and between the TOWN OF LEXINGTON, a municipality of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, having an address of 1625 Massachusetts Ave., Lexington, MA 02420 (the "Town" or "Grantor"), and the Lexington Historical Society, a Massachusetts nonprofit corporation, having an address of P.O. Box 514, Lexington, MA 02420 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property and the improvements thereon located at 39 Marrett Road in the Town of Lexington, Middlesex County, (hereinafter the "Premises"), shown as "Lot 2" on the plan entitled "Plan of Land in Lexington, MA (Middlesex County)" prepared by Rober Survey, dated January 15, 2013 and recorded with the Middlesex South District Registry of Deeds (the "Registry") as Plan 426 of 2013, a copy of which is attached hereto as Exhibit A and incorporated herein, being the same premises conveyed to Grantor in a deed dated December 4, 2013 from the Trustees of the Supreme Council of Scottish Rite and Freemasonry for the Northern Masonic Jurisdiction of the United States of America, to Grantor recorded with the Registry in Book 63021, Page 356 (the "Deed").

WHEREAS, the Premises includes (i) a building originally constructed in 1901 that was formerly used as a residence comprising approximately 4,600 square feet (the "Historic Residence"), (ii) which was expanded by approximately 26,000 square feet in 2000 (the "Administration Building"), and (iii) a carriage house (the "Carriage House"). The Carriage House, the Historic Residence and the Administration Building shall collectively be referred to herein as the "Buildings." The Premises also includes approximately 10.3 acres of land.

WHEREAS, the Premises are architecturally, historically and culturally significant properties meriting the protections of a perpetual preservation restriction under M.G.L. c. 184, §§ 31, 32 and 33.

WHEREAS, the Premises' preservation values are documented in a series of reports, drawings and photographs (hereinafter, the "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Premises as of the date of this Preservation Restriction.

WHEREAS, the Baseline Documentation consists of the following:

- A) The legal description of the Premises attached hereto and incorporated herein as Exhibit B;
- B) Lexington Assessor's map showing the Premises attached hereto and incorporated herein as Exhibit C;
- C) Photographs of the Premises showing the condition of the Buildings and land as of the date hereof.

All of the foregoing Baseline Documentation is on file with the Facilities Department of the Town.

WHEREAS, the Grantee is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Lexington and is authorized to accept and hold preservation restrictions as defined under M.G.L. c. 184, § 31.

WHEREAS, as a condition to the grant of Community Preservation Funds for the acquisition of the Premises, Grantor is required to place a preservation restriction on the Premises, and Grantor wishes to grant the same to Grantee.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby irrevocably grant and convey unto Grantee this Restriction, which shall apply in perpetuity to the Premises subject to the terms hereof.

1. Purpose. It is the purpose of this Restriction to protect the public investment in the restoration and rehabilitation of the historically significant Premises by ensuring that the architectural, historic, and cultural features of the Premises will be retained and maintained forever substantially in their current condition for preservation purposes, subject to the construction of improvements, as provided in Section 3 herein, and to prevent any use or change to the Premises that will materially impair or interfere with the Premises' preservation values, subject to the construction of improvements, as provided in Section 3 herein.

2. Grantor's Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Buildings in at least the same structural condition and state of repair as that existing on the date of this Restriction, subject to improvements, as provided in Section 3 herein,

and in accordance with applicable local, state and federal laws, rules, bylaws and regulations (collectively, “Legal Requirements”), and in accordance with *The Secretary of the Interior's Standards for Rehabilitation* (36 C.F.R. 68.3), as they may be amended from time to time (the “Secretary’s Standards”). Grantee does not assume any obligation for maintaining, repairing or administering the Premises and/or the Buildings.

3. Maintenance, Improvements and Alterations.

3.1 Grantor shall be entitled to the following rights, uses and activities on, over, or under the Premises without approval from Grantee, provided, however that they are performed in a manner that results in the least amount of adverse impact on the architectural, archeological or historic characteristics of the Buildings or Premises. If there shall be any question or doubt with respect to such impact, Grantee shall make such determination within five (5) business days after notification by Grantor:

(a) the right to engage in all those activities and uses that are permitted by all applicable laws, codes and regulations and are not otherwise inconsistent with the terms and provisions of this Restriction;

(b) the right to make changes of any kind to the interior or exterior of the Administration Building that do not affect the structural integrity of the Administration Building or affect the characteristics that contribute to the architectural, archeological or historical integrity of the Carriage House or the Historic Residence;

(c) the right to maintain and repair the Buildings and Premises in accordance with the Secretary's Standards; and

(d) the right to conduct landscaping of the Premises.

3.2 Grantor shall be entitled to the following rights, uses and activities on, over or under the Premises, provided, however, that Grantee is consulted for input as to design and location, as applicable, which input must be consistent with the Secretary’s Standards:

(a) the right to demolish or relocate the brick wall constructed at the rear of the Administration Building along the southerly side of the Premises;

(b) the right to remove the interior doors within the Historic Residence, provided that Grantor preserves the doors;

(c) the right to install or upgrade heating, air-conditioning, electrical and plumbing systems, and security cameras serving the Administration Building and Carriage House, which may result in exterior appearance changes;

(d) the right to construct additions and related appurtenances on the western and/or southern portions of the Administration Building that will be used as a function room, gymnasium, multi-purpose room and/or greenhouse, which additions and

appurtenances will be compatible with the existing size and appearance of the Administration Building;

(e) the right to construct and install all necessary improvements and structures (as such term is defined in the Massachusetts Building Code) to bring the Administration Building and the Carriage House into compliance with the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., and any state and local accessibility and zoning laws, codes, ordinances and rules;

(f) the right to construct additional access roads, parking areas and sidewalks with related appurtenances to access the Administration Building and Carriage House running from Pelham Road, ~~the property at 20 Pelham Road or Marrett Road, or subject to Grantee's approval, which may not be unreasonably withheld, conditioned, or delayed, -the property at 20 Pelham Road~~ through a portion of the brick and fieldstone wall along Marrett Road and along the Premises; ~~attach plan~~

(g) the right to install solar panels on the roofs of the Buildings, provided that they do not negatively impact the public view of the Buildings;

(h) the right to install exterior signage identifying such things as parking and building names on the Premises;

(i) the right to install permanent artwork on the premises;

(j) the right to move the Carriage House to another location on the Premises near the Administration Building, provided that the Grantor uses its best efforts to retain the horse stalls in the basement of the Carriage House; and

(k) the right to construct a playground, provided it does not negatively impact the architectural, archeological or historic characteristics of the Historic Residence or Carriage House.

3.3 Grantor shall be prohibited from making any other alteration or improvement of the Premises not otherwise expressly provided for in Sections 3.1 or 3.2, including demolition or moving of the Buildings and construction of new buildings, roadways or sidewalks, other than as specified in Section 3.2(f), on the Premises, unless (a) Grantee determines in its reasonable discretion that such alteration or improvement will not impair the characteristics that contribute to the architectural, archeological or historical integrity of the exterior of the Buildings or Premises or interior of the Historic Residence and Carriage House after reviewing plans and specifications submitted by Grantor or (b) required by casualty or other emergency promptly reported to Grantee in accordance with Section 6. This Agreement shall not be construed to prohibit possible future buildings on the Premises, but the siting, construction and maintenance of such buildings shall be subject to the terms hereof.

4. Standards for Review. The Grantee shall apply the Secretary's Standards whenever exercising any authority, right or privilege created by this Restriction. If the Secretary's Standards are revoked, then the most recent version of the Secretary's Standards



shall apply to this Restriction as if such version had not been revoked unless the revoked Secretary's Standards are replaced by successor guidelines or standards, in which event such successor guidelines or standards shall apply.

5. Notice and Approval. Wherever approval by the Grantee is required under this Restriction, Grantor shall request specific approval by the Grantee not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Restriction. Within thirty (30) days of receipt of Grantor's reasonably sufficient request for said approval, the Grantee shall, in writing, grant or withhold its approval or request additional information relevant to the request and necessary to provide a basis for its decision. The Grantee's approval shall not be unreasonably withheld and shall take into account the financial impact on the Town and shall not result in the Town violating any legal requirements, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the purposes of this Restriction. Failure of the Grantee to make a decision within thirty (30) days from receipt of Grantor's notice shall constitute approval of the request as submitted.

6. Notice for Consultation. Wherever consultation with the Grantee is required under this Restriction, Grantor shall request consultation with the Grantee and provide conceptual plans in connection with said request. Within thirty (30) days of receipt of Grantor's request for consultation, Grantee must acknowledge receipt of notice and confirm with Grantor that it desires to be consulted. Within sixty (60) days of receipt of Grantor's request for said consultation, the Grantee shall complete the process of consultation, unless said period is extended upon mutual agreement in writing by Grantor and the Grantee. "Consultation" as used herein shall mean the seeking of advice, information and opinion, including formal discussion and collaboration.

7. Casualty Damage or Destruction. In the event that the Buildings or any part thereof shall be damaged or destroyed by fire or other casualty, Grantor shall promptly notify the Grantee in writing (but in no event later than seven (7) days after such casualty), such notification including what, if any, emergency work has been completed. Within ninety (90) days of the date of damage or destruction, Grantor, at Grantor's expense, shall obtain a written report prepared by a qualified restoration architect or an engineer or other qualified construction professional with experience in the restoration of historic buildings, which report shall include the following and which shall be delivered to Grantee:

- (a) an assessment of the nature and extent of the damage to the exterior and interior of the Buildings;
- (b) a determination of the feasibility of the repair and restoration of the exterior of the Buildings (or the damaged or destroyed exterior portions thereof); and
- (c) a detailed description of the repair and restoration work necessary to return the exterior of the Buildings to the condition existing at the date of this Restriction.

If, after reviewing the report, Grantor determines that it is economically feasible for Grantor to repair or restore the Buildings to the condition that it is in on the date of this Restriction, Grantor shall do so in accordance with the terms of this Restriction. Grantor shall submit to the Grantee plans and specifications for the repair or restoration of the Buildings along with a construction schedule for such repair and restoration work. The Grantee shall have sixty (60) days to review such plans, specifications and schedule, and the parties shall proceed under this Restriction. If the Grantor determines, in its sole and absolute discretion, by written notice to Grantee, that it is not economically feasible to repair or reconstruct the Buildings or that the purpose of this Restriction would not be served by such repair or restoration, Grantor may alter, demolish, remove or raze the Building or construct new improvements on the Premises all in accordance with all applicable laws and regulations. In such event, Grantor and Grantee may agree to extinguish this Restriction in accordance with applicable laws.

8. Condemnation of the Premises. If the Buildings, or any substantial portion thereof, shall be made the subject of a procedure threatening a taking through eminent domain, or if Grantor shall receive notice from a governmental authority of the intent to institute such proceeding, Grantee shall immediately be given notice thereof by Grantor. Grantee shall have the right to enter its name as an additional party in eminent domain proceedings, pursuant to Massachusetts General Laws, Chapter 79, Section 5A, but shall not have the right to any monetary award which would diminish the award to be made to Grantor resulting from such taking. In the event of such taking, after Grantor has removed any items from the Building that it wishes to retain, Grantee shall have the right to enter the Buildings (or the portion thereof subject to such taking) for the purchase of choosing and removing for posterity any protected features, or portions thereof, together with the materials in which such features are set, that Grantee desires to salvage, prior to the effective date of such taking.

9. Insurance. Grantor shall keep the Buildings insured by an insurance company rated "A" or better by A.M. Best for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to fully replace the damaged Buildings without cost or expense to Grantor or contribution or coinsurance from Grantor except for a standard deductible. Grantor shall deliver to Grantee upon the execution and recording hereof certificates of such insurance coverage.

10. Archeological Activities. The conduct of archeological activities on the Premises, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by Grantor and approved in writing by the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch. 9, Section 27C, 950 CMR 70.00).

11. Written Notice. Any notice which either Grantor or the Grantee may desire to give or be required to give to the other party shall be in writing and shall be delivered by overnight courier postage prepaid, registered or certified mail with return receipt requested, or hand delivery as follows:

If to Grantor: Town Manager  
Town of Lexington  
1625 Massachusetts Ave.  
Lexington, MA 02420

If to Grantee: Executive Director  
Lexington Historical Society  
P.O. Box 514  
Lexington, MA 02420

Each party may change its address set forth herein by written notice to the other party given pursuant to this section.

12. Inspection. Grantor agrees that the Grantee may inspect the Premises from time to time upon reasonable notice to determine whether Grantor is in compliance with the terms of this Restriction. [Annually] and at the expense of the Grantor, Grantee shall prepare a report with photos demonstrating whether the Grantor has complied with this Agreement, and said report shall be submitted to the Board of Selectmen of the Town of Lexington and to the Massachusetts Historical Commission (“MHC”), if applicable. The report shall be prepared by a qualified preservation professional. Grantee shall promptly provide an invoice to Grantor of all reasonable costs and expenses associated with Grantee’s annual inspection and report, and Grantor shall be responsible for reimbursement to Grantee of said costs. In connection with said reimbursement, Grantor has established an account to fund such costs pursuant to a separate agreement between Grantor and Grantee.

13. Remedies. Grantee may, following sixty (60) days prior written notice to Grantor, institute suits to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary or permanent injunction. Grantee shall also have available all legal and other equitable remedies to enforce Grantor’s obligations hereunder.

14. Runs with the Land. This Restriction and all of the covenants, agreements and restrictions contained herein shall be deemed to be a preservation restriction as that term is defined in M.G.L. c. 184, § 31 and as that term is used in M.G.L. c. 184, §§ 26, 31, 32 and 33. Grantee shall fully cooperate with the Grantor in its efforts to obtain any government approvals necessary for the perpetual enforcement of this Restriction, including but not limited to the approval of the Commissioner of the MHC as provided under M.G.L. c. 184, § 32. In the event that this Restriction in its current form is not acceptable to MHC for purposes of said approval, Grantee shall cooperate with the Grantor in making any and all modifications that are necessary to obtain said approval. The term of this Restriction shall be perpetual, subject to the provisions of Sections 7, 8 and 16. To the extent required by applicable law, the Grantor is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Restriction.

15. Assignment. The Grantee may, with prior written consent from Grantor, which consent may not be unreasonably withheld, convey, assign or transfer this Restriction to a unit of

federal, state or local government, or to a charitable corporation or trust qualified under M.G. L. Chapter 184, § 32, whose purposes include preservation of buildings or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the purpose for which the Restriction was granted will continue to be carried out.

16. Extinguishment. Grantor and Grantee hereby acknowledge that there are certain circumstances that may warrant extinguishment of the Restriction. Such circumstances may include, but are not limited to, partial or total destruction of the Buildings resulting from casualty. Such an extinguishment must meet all of the requirements of M.G.L. c. 184, sections 31, 32 and 33 for extinguishment.

17. Authority. Each signatory to this Restriction represents that he or she is duly authorized to execute this Restriction on behalf of the party or parties he or she represents and that he or she has obtained all approvals and consents, if any, necessary to take said actions.

18. Recording. Grantor shall do and perform at its own cost all acts necessary for the prompt recording of this Restriction in the Registry.

19. Amendment. This Restriction may only be amended by mutual agreement of the parties in a written instrument recorded in the Registry; provided, however, that no such amendment shall affect the duration of this Agreement or the priority hereof for title purposes or adversely impact the overall architectural, cultural and historic values protected by this Agreement

20. Entire Agreement. This Restriction reflects the entire agreement between the parties. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this Restriction.

21. Governing Law. This Restriction shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

22. Invalidity of Particular Provisions. If any term or provision of this Restriction, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Restriction, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Restriction shall be valid and be enforceable to the fullest extent permitted by law.

23. Counterparts. This Restriction may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

*[Remainder of page intentionally left blank]*

EXECUTED under seal as of the date first written above.

GRANTOR: TOWN OF LEXINGTON  
BOARD OF SELECTMEN

\_\_\_\_\_  
Joseph Pato, Chairman

\_\_\_\_\_  
Peter C. J. Kelley

\_\_\_\_\_  
Norman P. Cohen

\_\_\_\_\_  
Michelle Ciccolo

\_\_\_\_\_  
Suzanne Barry

GRANTEE: LEXINGTON HISTORICAL SOCIETY

By: \_\_\_\_\_  
Name:  
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Members of the Board of Selectmen for the Town of Lexington, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, of the Lexington Historical Society, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to M.G.L. Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: \_\_\_\_\_

Name: Brona Simon

Title: Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

\_\_\_\_\_  
Notary Public:

Exhibit A  
Plan  
(to be attached)



Exhibit B  
Legal Description

The land with any improvements therein shown as “Lot 2” (comprising ‘Lot B1’ and ‘Lot A2’) on a plan entitled “Plan of Land in Lexington, MA”, dated January 15, 2013, prepared by Rober Survey, and recorded with the Middlesex South Registry of Deeds on June 19, 2013 as Plan Number 426 of 2013.

Exhibit C  
Lexington Assessor's Map

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Town Manager's Appointment to Recreation Committee (3 min.)

### PRESENTER:

Carl F. Valente, Town Manager

### ITEM NUMBER:

I.4

### SUMMARY:

The Town Manager recommends the acceptance of the Town Manager's appointment of Jason Denoncourt to the Recreation Committee. Mr. Denoncourt is filling the seat previously held by Wendy Rudner.

### SUGGESTED MOTION:

Move to accept the Town Managers appointment of Jason Denoncourt to the Recreation Committee.

### FOLLOW-UP:

Town Manager's Office will send an appointment letter.

### DATE AND APPROXIMATE TIME ON AGENDA:

11/23/2015

6:55 PM

### ATTACHMENTS:

Description	Type
☐ Jason Denoncourt Application	Backup Material

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Selectmen Appointment - Town Report Committee (2 min.)

### PRESENTER:

Joe Pato

### ITEM NUMBER:

I.5

### SUMMARY:

The Town Report Committee has requested that Elaine Ashton be appointed

### SUGGESTED MOTION:

Motion to appoint Elaine Ashton to the Town Report Committee for a term to expire September 30, 2016.

### FOLLOW-UP:

Selectmen's Office

### DATE AND APPROXIMATE TIME ON AGENDA:

11/23/2015

6:58 PM

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Elaine Ashton Committee Application	Backup Material

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Tax Classification Hearing (25 min.)

### PRESENTER:

Rob Addelson

### ITEM NUMBER:

I.6

### SUMMARY:

On November 16, 2015, the Board of Assessors presented information to the Board of Selectmen on factors that will affect the determination of the Fiscal Year 2016 tax rate. This was the first of three meetings on setting the rate.

This agenda item is for the purpose of holding a tax classification hearing to consider tax rate setting options available under property tax classification and to take public comment on classification. The attached Fiscal Year 2016 Tax Classification Packet includes a presentation of these options.

Please note changes to Exhibits A and D, which were included in your November 16<sup>th</sup> agenda packet. In Exhibit A, the amount of the “Debt Exclusion Increment” shown in that portion of the Exhibit titled “Factors Affecting Determination of FY2016 Levy Limit” has been revised downward from \$984,536 to \$901,365. Consequently, the amount of the Maximum Allowable Levy Limit has been reduced by the same amount, the tax rates in the shift table have fallen by \$0.01 to \$0.02 depending on the shift factor, and the “% Levy Change: FY15 to FY16” for C-I-P and Residential has fallen as well by 0.05%. In Exhibit D, FY15 and FY16 industrial values were shown as net of assessed values that are exempt from taxation due to existing tax increment financing agreements. For the purpose of this exhibit which is to highlight the changes in market value of properties net of the impacts of new growth, these values should have been shown as gross industrial values. They have been revised accordingly in the packet attached with the primary result being the change in percentages for certain classes of properties in rows 8 to 11.

It is proposed that the Board set an FY2016 tax rate at its meeting of December 2<sup>nd</sup>. At that time, the Board must take four votes which are described in the memorandum from the Board of Assessors to the Board of Selectmen included in the attached Fiscal Year 2016 Tax Classification Packet. The votes are to:

- Establish a residential factor (see Exhibit A);
- Determine whether to adopt the Open Space Discount;
- Determine whether to adopt the Residential Exemption and, if so, the percentage (up to 20 percent);
- Determine whether to adopt the Small Commercial Exemption

**SUGGESTED MOTION:**

**FOLLOW-UP:**

**DATE AND APPROXIMATE TIME ON AGENDA:**

11/23/2015

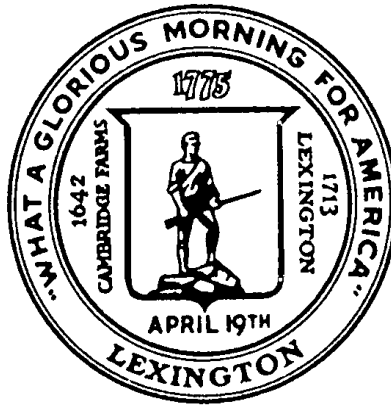
7:00 PM

**ATTACHMENTS:**

Description	Type
☐ Tax Classification Packet	Presentation

# Town of Lexington Fiscal Year 2016

## Tax Classification Packet



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

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

Robert F. Lent, Director of Assessing

Tax Classification Hearing  
November 23, 2015

# MEMO

**To: Lexington Board of Selectmen**  
**From: Lexington Board of Assessors**  
**Subject: FY2016 Tax Classification Process**  
**Date: November 23, 2015**

On December 2, 2015, the Board of Selectmen are scheduled to set a tax rate for FY16. Massachusetts General Laws requires the Board of Selectmen to consider four selections with respect to the setting the FY2016 tax rate. The decision of the Board for each alternative must be submitted to the DOR on form LA5. The four (4) selections are:

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

These selections are discussed below.

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

The Board of Selectmen may adopt a residential factor, thus increasing the commercial, industrial, and personal property (C-I-P) tax rate by a maximum factor of 1.750. The attached Exhibits A & B demonstrate the shift that the various C-I-P factors have on the percentage of the tax levy borne by each class and the resulting tax rates. 110 of the 351 communities in Massachusetts adopted this component of classification in fiscal year 2015.

## **2. Selection of a discount for Open Space.**

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

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

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

## **3. Residential exemption.**

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



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

Thirteen (13) communities in the Commonwealth of MA, typically those with a substantial base of rental units, adopted this exemption in FY2015 including Barnstable, Boston, Brookline, Cambridge, Chelsea, Everett, Malden, Nantucket, Somerset, Somerville, Tisbury, Waltham and Watertown.

In Lexington in FY2016, Single Family Dwellings have an average assessed value of about \$887,000 (rounded); however, the average assessed value for all “residential parcels” in Lexington (including the following categories: single family dwellings, two & three family buildings, vacant land, condominiums, and apartment buildings is (rounded):

**\$823,000**

**4. Small commercial exemption**

An exemption of up to 10% of the property valuation can be granted to *commercial (not industrial)* property that meets the requirements of the law. To qualify, eligible businesses must have occupied the property as of January 1, must have had no more than ten (10) employees during the previous calendar year and the building must have a valuation of less than \$1,000,000. While the eligible business owners do not have to own the building, all occupants of the commercial portion of the building must qualify.

Ten (10) Commonwealth of MA communities adopted the small commercial exemption in FY2015 including Auburn, Avon, Bellingham, Braintree, Dartmouth, New Ashford, Seekonk, Somerset, Westford, and Wrentham.

**EXHIBIT A: ALTERNATIVE TAX RATE SCENARIOS FOR FY2016**

FY2015-FY2016 Change in Levy Limit and Values				Factors Affecting Determination of FY2016 Levy Limit					
	FY2015	FY2016	% CHANGE	FY2015 Maximum Allowable Levy Limit	\$155,710,065	N/A			
Maximum Allowable Levy Limit	\$155,710,065	\$162,990,731	4.68%	Amended FY15 New Growth	\$0	0.00%			
Tax Levy (FY15 actual, and FY16 levy limit)	\$155,635,871	\$162,990,731	4.73%	Proposition 2 1/2 increment	\$3,707,168	2.38%			
Residential Valuation	\$8,197,256,180	\$8,862,601,990	8.12%	New Growth Increment	\$2,672,133	1.72%			
Comm + Indl + PP Valuation	\$1,162,358,910	\$1,185,945,695	2.03%	Override	\$0	0.00%			
Total Valuation	\$9,359,615,090	\$10,048,547,685	7.36%	Debt Exclusion Increment	901,365	0.58%			
Residential Tax Rate	\$14.86	T.B.D.	T.B.D.	FY2016 Maximum Allowable Levy Limit	\$162,990,731	4.68%			
Comm/Indl/PP Tax Rate	\$29.10	T.B.D.	T.B.D.						

FACTOR		% SHARE OF LEVY		TAX LEVY		TAX RATE		% LEVY CHNG: FY15 TO FY16		COMMENTS
C-I-P	RESID	C-I-P	RES	C-I-P	RESID	C-I-P	RESID	C-I-P	RESID	
1.000	1.000	11.80%	88.20%	\$ 19,236,427	\$ 143,754,303	\$16.22	\$16.22	-43.13%	18.01%	SINGLE TAX RATE
1.050	0.993	12.39%	87.61%	\$ 20,198,248	\$ 142,792,482	\$17.03	\$16.11	-40.29%	17.22%	
1.100	0.987	12.98%	87.02%	\$ 21,160,070	\$ 141,830,661	\$17.84	\$16.00	-37.44%	16.43%	
1.150	0.980	13.57%	86.43%	\$ 22,121,891	\$ 140,868,839	\$18.65	\$15.89	-34.60%	15.65%	
1.200	0.973	14.16%	85.84%	\$ 23,083,713	\$ 139,907,018	\$19.46	\$15.79	-31.75%	14.86%	
1.250	0.967	14.75%	85.25%	\$ 24,045,534	\$ 138,945,197	\$20.28	\$15.68	-28.91%	14.07%	
1.300	0.960	15.34%	84.66%	\$ 25,007,355	\$ 137,983,375	\$21.09	\$15.57	-26.07%	13.28%	
1.350	0.953	15.93%	84.07%	\$ 25,969,177	\$ 137,021,554	\$21.90	\$15.46	-23.22%	12.49%	
1.400	0.946	16.52%	83.48%	\$ 26,930,998	\$ 136,059,733	\$22.71	\$15.35	-20.38%	11.70%	
1.450	0.940	17.11%	82.89%	\$ 27,892,819	\$ 135,097,911	\$23.52	\$15.24	-17.54%	10.91%	
1.500	0.933	17.70%	82.30%	\$ 28,854,641	\$ 134,136,090	\$24.33	\$15.14	-14.69%	10.12%	
1.550	0.926	18.29%	81.71%	\$ 29,816,462	\$ 133,174,269	\$25.14	\$15.03	-11.85%	9.33%	
1.560	0.925	18.41%	81.59%	\$ 30,008,826	\$ 132,981,904	\$25.30	\$15.00	-11.28%	9.17%	
1.570	0.924	18.53%	81.47%	\$ 30,201,191	\$ 132,789,540	\$25.47	\$14.98	-10.71%	9.01%	
1.580	0.922	18.65%	81.35%	\$ 30,393,555	\$ 132,597,176	\$25.63	\$14.96	-10.14%	8.85%	
1.590	0.921	18.77%	81.23%	\$ 30,585,919	\$ 132,404,811	\$25.79	\$14.94	-9.58%	8.70%	
1.600	0.920	18.88%	81.12%	\$ 30,778,283	\$ 132,212,447	\$25.95	\$14.92	-9.01%	8.54%	
1.610	0.918	19.00%	81.00%	\$ 30,970,648	\$ 132,020,083	\$26.11	\$14.90	-8.44%	8.38%	
1.620	0.917	19.12%	80.88%	\$ 31,163,012	\$ 131,827,719	\$26.28	\$14.87	-7.87%	8.22%	
1.630	0.916	19.24%	80.76%	\$ 31,355,376	\$ 131,635,354	\$26.44	\$14.85	-7.30%	8.07%	
1.640	0.914	19.36%	80.64%	\$ 31,547,740	\$ 131,442,990	\$26.60	\$14.83	-6.73%	7.91%	
1.650	0.913	19.47%	80.53%	\$ 31,740,105	\$ 131,250,626	\$26.76	\$14.81	-6.16%	7.75%	
1.660	0.912	19.59%	80.41%	\$ 31,932,469	\$ 131,058,262	\$26.93	\$14.79	-5.59%	7.59%	
1.670	0.910	19.71%	80.29%	\$ 32,124,833	\$ 130,865,897	\$27.09	\$14.77	-5.03%	7.43%	
1.680	0.909	19.83%	80.17%	\$ 32,317,198	\$ 130,673,533	\$27.25	\$14.74	-4.46%	7.28%	
1.690	0.908	19.95%	80.05%	\$ 32,509,562	\$ 130,481,169	\$27.41	\$14.72	-3.89%	7.12%	
1.700	0.906	20.06%	79.94%	\$ 32,701,926	\$ 130,288,804	\$27.57	\$14.70	-3.32%	6.96%	
1.710	0.905	20.18%	79.82%	\$ 32,894,290	\$ 130,096,440	\$27.74	\$14.68	-2.75%	6.80%	
1.720	0.904	20.30%	79.70%	\$ 33,086,655	\$ 129,904,076	\$27.90	\$14.66	-2.18%	6.64%	
1.730	0.902	20.42%	79.58%	\$ 33,279,019	\$ 129,711,712	\$28.06	\$14.64	-1.61%	6.49%	
1.740	0.901	20.54%	79.46%	\$ 33,471,383	\$ 129,519,347	\$28.22	\$14.61	-1.04%	6.33%	
1.750	0.900	20.65%	79.35%	\$ 33,663,747	\$ 129,326,983	\$28.39	\$14.59	-0.48%	6.17%	FY16 MAX SHIFT

## EXHIBIT B: HISTORICAL LEVY SUMMARY

FY	MAXIMUM LEVY	RES VALUE	CIP VALUE	TOTAL VALUE	RESIDENTIAL		CIP		CIP FACTOR
					% VALUE	%LEVY	% VALUE	%LEVY	
1982	\$25,840,699	\$981,805,500	\$260,146,400	\$1,241,951,900	79.05%	72.07%	20.95%	27.93%	1.43
1983	\$27,069,102	\$990,919,800	\$276,376,600	\$1,267,296,400	78.19%	71.06%	21.81%	28.94%	1.33
1984	\$28,022,798	\$997,961,400	\$296,494,700	\$1,294,456,100	77.10%	69.73%	22.90%	30.27%	1.32
1985	\$29,632,914	\$1,007,078,700	\$301,942,600	\$1,309,021,300	76.93%	68.88%	23.07%	31.12%	1.32
1986	\$31,019,098	\$1,020,964,400	\$317,326,500	\$1,338,290,900	76.29%	68.76%	23.71%	31.24%	1.32
1987	\$33,153,338	\$2,235,803,100	\$666,024,100	\$2,901,827,200	77.05%	67.03%	22.95%	32.97%	1.44
1988	\$34,836,855	\$2,255,006,000	\$674,748,700	\$2,929,754,700	76.97%	66.81%	23.03%	33.19%	1.44
1989	\$37,264,901	\$2,301,575,500	\$673,074,254	\$2,974,649,754	77.37%	67.26%	22.63%	32.75%	1.45
1990	\$40,392,000	\$2,928,897,300	\$843,484,600	\$3,772,381,900	77.64%	66.71%	22.36%	33.29%	1.49
1991	\$42,322,992	\$2,620,862,100	\$586,620,600	\$3,207,482,700	81.71%	69.14%	18.29%	30.86%	1.69
1992	\$43,474,747	\$2,519,321,000	\$532,077,800	\$3,051,398,800	82.56%	70.86%	17.44%	29.14%	1.67
1993	\$47,365,952	\$2,574,645,700	\$460,616,200	\$3,035,261,900	84.82%	74.14%	15.18%	25.86%	1.70
1994	\$48,686,562	\$2,633,197,000	\$420,527,200	\$3,053,724,200	86.23%	76.59%	13.77%	23.41%	1.70
1995	\$50,261,924	\$2,801,492,000	\$415,545,200	\$3,217,037,200	87.08%	78.04%	12.92%	21.96%	1.70
1996	\$53,185,783	\$2,975,007,040	\$433,858,760	\$3,408,865,800	87.27%	78.36%	12.73%	21.64%	1.70
1997	\$54,713,901	\$3,099,278,410	\$445,558,740	\$3,544,837,150	87.43%	78.63%	12.57%	21.37%	1.70
1998	\$56,940,636	\$3,300,687,100	\$494,410,360	\$3,795,097,460	86.97%	77.85%	13.03%	22.15%	1.70
1999	\$58,891,464	\$3,523,737,000	\$565,977,160	\$4,089,714,160	86.16%	76.47%	13.84%	23.53%	1.70
2000	\$61,263,839	\$3,761,567,000	\$744,710,290	\$4,506,277,290	83.47%	75.21%	16.53%	24.79%	1.50
2001	\$68,753,066	\$4,200,706,000	\$814,607,290	\$5,015,313,290	83.76%	74.01%	16.24%	25.99%	1.60
2002	\$72,024,765	\$4,706,431,500	\$911,710,050	\$5,618,141,550	83.77%	73.71%	16.23%	26.29%	1.62
2003	\$75,793,067	\$5,186,133,750	\$897,438,810	\$6,083,572,560	85.25%	74.92%	14.75%	25.08%	1.70
2004	\$82,109,040	\$6,018,408,000	\$892,768,060	\$6,911,176,060	87.08%	76.75%	12.92%	23.25%	1.80
2005	\$91,165,834	\$6,275,351,000	\$870,816,360	\$7,146,167,360	87.81%	78.07%	12.19%	21.93%	1.80
2006	\$94,751,711	\$6,823,275,250	\$862,993,280	\$7,686,268,530	88.77%	80.01%	11.23%	19.99%	1.78
2007	\$101,074,790	\$7,135,277,500	\$923,957,080	\$8,059,234,580	88.54%	80.05%	11.46%	19.95%	1.74
2008	\$110,222,125	\$6,945,049,000	\$984,115,350	\$7,929,164,350	87.59%	78.90%	12.42%	21.10%	1.70
2009	\$116,338,164	\$6,991,353,500	\$1,042,254,630	\$8,033,608,130	87.03%	77.95%	12.97%	22.05%	1.70
2010	\$121,725,000	\$6,896,447,750	\$995,142,860	\$7,891,590,610	87.39%	77.72%	12.61%	22.28%	1.70
2011	\$127,955,723	\$6,953,985,750	\$1,019,733,440	\$7,973,719,190	87.21%	77.59%	12.79%	22.41%	1.70
2012	\$134,337,548	\$6,974,904,000	\$1,051,783,320	\$8,026,687,320	86.90%	77.72%	13.10%	22.28%	1.70
2013	\$141,639,397	\$7,196,488,310	\$1,111,468,450	\$8,307,956,760	86.62%	77.26%	13.38%	22.74%	1.70
2014	\$148,761,313	\$7,411,620,000	\$1,143,975,350	\$8,555,595,350	86.63%	77.27%	13.37%	22.73%	1.70
2015	\$155,710,065	\$8,197,256,180	\$1,162,358,910	\$9,359,615,090	87.58%	77.27%	12.42%	22.73%	1.75
2016	\$154,666,034	\$8,862,601,990	\$1,185,945,695	\$10,048,547,685	88.20%	TBD	11.80%	TBD	TBD

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

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

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

\* All values are inclusive of new growth

**EXHIBIT D: ASSESSED VALUES BY CLASS: FY2015 TO FY2016 (as approved by the Department of Revenue)**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Residential ( R )	Commercial ( C )	Industrial (I)	<i>Commercial + Industrial Combined</i>	Personal Property (P)	C-I-P Subtotal	Total Assessed
(1) FY 15 Assessed Value	\$8,197,256,180	\$662,842,420	\$363,393,000	\$1,026,235,420	\$180,027,950	\$1,206,263,370	\$9,403,519,550
(2) <b>FY 16 Assessed Value</b>	<b>\$8,862,601,990</b>	<b>\$664,672,810</b>	<b>\$374,684,000</b>	<b>\$1,039,356,810</b>	<b>\$184,381,060</b>	<b>\$1,223,737,870</b>	<b>\$10,086,339,860</b>
(3) \$ increase	\$665,345,810	\$1,830,390	\$11,291,000	\$13,121,390	\$4,353,110	\$17,474,500	\$682,820,310
(4) % increase	8.12%	0.28%	3.11%	1.28%	2.42%	1.45%	7.26%
(5) <b>FY 16 New Growth</b>	<b>\$115,275,000</b>	<b>\$619,000</b>	<b>\$6,784,501</b>	<b>\$7,403,501</b>	<b>\$25,556,850</b>	<b>\$32,960,351</b>	<b>\$148,235,351</b>
(6) <b>FY 16 Assessed Value less New</b>	\$8,747,326,990	\$664,053,810	\$367,899,499	\$1,031,953,309	\$158,824,210	\$1,190,777,519	\$9,938,104,509
(7) \$ incr./decr. vs. FY 15	\$550,070,810	\$1,211,390	\$4,506,499	\$5,717,889	(\$21,203,740)	(\$15,485,851)	\$534,584,959
(8) % incr./decr. vs. FY 15	6.71%	0.18%	1.24%	0.56%	-11.78%	-1.28%	5.68%
(9) FY 15 share of total value	87.17%	7.05%	3.86%	10.91%	1.91%	12.83%	
(10) FY 16 share of total value w/o growth	88.02%	6.68%	3.70%	10.38%	1.60%	11.98%	
(11) Change	<b>0.85%</b>	<b>-0.37%</b>	<b>-0.16%</b>	<b>-0.53%</b>	<b>-0.32%</b>	<b>-0.85%</b>	

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

**EXHIBIT D-1: TOWN OF LEXINGTON - Tax Rate Shift Options & Property Comparisons**  
(FY2016 Values are derived net of new growth)

<b>RESIDENTIAL</b>		<b>RESIDENTIAL</b>										
<b>SINGLE FAMILY DWELLING (# props = 9,025)</b>	<i>Single Resid</i>	Net of New Growth >>>										
<i>(Does not include condos, apts, 2-3 family, etc)</i>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>
Avg. SFD Assmt. in FY16 (pend'g DOR approval)	\$820,366	\$875,195	\$875,195	\$875,195	\$875,195	\$875,195	\$875,195	\$875,195	\$875,195	\$875,195	\$875,195	\$875,195
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$14.86	\$14.81	\$14.79	\$14.77	\$14.74	\$14.72	\$14.70	\$14.68	\$14.66	\$14.64	\$14.61	\$14.59
Avg. Tax Bill (based on Avg. Ass'd Value)	\$12,191	\$12,961	\$12,942	\$12,923	\$12,904	\$12,885	\$12,866	\$12,847	\$12,828	\$12,809	\$12,790	\$12,771
\$ Tax differential between FY15-FY16	Not applicable	\$770	\$751	\$732	\$713	\$694	\$675	\$656	\$637	\$618	\$599	\$580
% Tax differential between FY15-FY16	Not applicable	6.32%	6.16%	6.01%	5.85%	5.69%	5.54%	5.38%	5.23%	5.07%	4.92%	4.76%
<b>COMMERCIAL</b>		<b>COMMERCIAL</b>										
<b>LARGE OFFICE BLDG (# props = 22)</b>	<i>Large Office</i>	Net of New Growth >>>										
<i>(Office (non-Lab/non-Med); and &gt; 30,000 sqft GBA)</i>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>
FY 16 Assmt. @ ~ \$141/sf for Avg. Prop.	\$13,374,864	\$13,544,091	\$13,544,091	\$13,544,091	\$13,544,091	\$13,544,091	\$13,544,091	\$13,544,091	\$13,544,091	\$13,544,091	\$13,544,091	\$13,544,091
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$29.10	\$26.76	\$26.93	\$27.09	\$27.25	\$27.41	\$27.57	\$27.74	\$27.90	\$28.06	\$28.22	\$28.39
Avg. Tax Bill (based on Avg. Ass'd Value)	\$389,209	\$362,488	\$364,685	\$366,882	\$369,079	\$371,275	\$373,472	\$375,669	\$377,866	\$380,063	\$382,260	\$384,457
\$ Tax differential between FY15-FY16	Not applicable	-\$26,721	-\$24,524	-\$22,327	-\$20,130	-\$17,933	-\$15,736	-\$13,539	-\$11,342	-\$9,146	-\$6,949	-\$4,752
% Tax differential between FY15-FY16	Not applicable	-6.87%	-6.30%	-5.74%	-5.17%	-4.61%	-4.04%	-3.48%	-2.91%	-2.35%	-1.79%	-1.22%
<b>MEDIUM OFFICE BLDG (# props = 8)</b>	<i>Medium Office</i>	Net of New Growth >>>										
<i>(Office (non-Lab/Med) 10,000+ &lt; 30,000 sqft GBA)</i>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>
FY 16 Assmt. @ ~ \$135/sf for Avg. Prop.	\$1,907,375	\$1,947,000	\$1,947,000	\$1,947,000	\$1,947,000	\$1,947,000	\$1,947,000	\$1,947,000	\$1,947,000	\$1,947,000	\$1,947,000	\$1,947,000
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$29.10	\$26.76	\$26.93	\$27.09	\$27.25	\$27.41	\$27.57	\$27.74	\$27.90	\$28.06	\$28.22	\$28.39
Avg. Tax Bill (based on Avg. Ass'd Value)	\$55,505	\$52,109	\$52,424	\$52,740	\$53,056	\$53,372	\$53,688	\$54,003	\$54,319	\$54,635	\$54,951	\$55,267
\$ Tax differential between FY15-FY16	Not applicable	-\$3,396	-\$3,080	-\$2,764	-\$2,449	-\$2,133	-\$1,817	-\$1,501	-\$1,185	-\$870	-\$554	-\$238
% Tax differential between FY15-FY16	Not applicable	-6.12%	-5.55%	-4.98%	-4.41%	-3.84%	-3.27%	-2.70%	-2.14%	-1.57%	-1.00%	-0.43%
<b>TOWN-WIDE RETAIL (# props = 78)</b>	<i>All Town Retail</i>	Net of New Growth >>>										
<i>(Retail, Eateries, Banks, w/ or w/o offices upstairs)</i>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>
FY 16 Assmt. @ ~ \$196/sf for Avg. Prop.	\$1,534,205	\$1,560,897	\$1,560,897	\$1,560,897	\$1,560,897	\$1,560,897	\$1,560,897	\$1,560,897	\$1,560,897	\$1,560,897	\$1,560,897	\$1,560,897
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$29.10	\$26.76	\$26.93	\$27.09	\$27.25	\$27.41	\$27.57	\$27.74	\$27.90	\$28.06	\$28.22	\$28.39
Avg. Tax Bill (based on Avg. Ass'd Value)	\$44,645	\$41,775	\$42,028	\$42,282	\$42,535	\$42,788	\$43,041	\$43,294	\$43,547	\$43,801	\$44,054	\$44,307
\$ Tax differential between FY15-FY16	Not applicable	-\$2,870	-\$2,617	-\$2,364	-\$2,111	-\$1,857	-\$1,604	-\$1,351	-\$1,098	-\$845	-\$592	-\$338
% Tax differential between FY15-FY16	Not applicable	-6.43%	-5.86%	-5.29%	-4.73%	-4.16%	-3.59%	-3.03%	-2.46%	-1.89%	-1.33%	-0.76%
<b>OFFICE CONDOMINIUM (# props = 195)</b>	<i>Office Condo</i>	Net of New Growth >>>										
<i>(Retail Condominiums are not included)</i>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>
FY 16 Assmt. @ ~ \$208/sf for Avg. Prop.	\$155,362	\$155,882	\$155,882	\$155,882	\$155,882	\$155,882	\$155,882	\$155,882	\$155,882	\$155,882	\$155,882	\$155,882
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$29.10	\$26.76	\$26.93	\$27.09	\$27.25	\$27.41	\$27.57	\$27.74	\$27.90	\$28.06	\$28.22	\$28.39
Avg. Tax Bill (based on Avg. Ass'd Value)	\$4,521	\$4,172	\$4,197	\$4,223	\$4,248	\$4,273	\$4,298	\$4,324	\$4,349	\$4,374	\$4,400	\$4,425
\$ Tax differential between FY15-FY16	Not applicable	-\$349	-\$324	-\$299	-\$273	-\$248	-\$223	-\$197	-\$172	-\$147	-\$122	-\$96
% Tax differential between FY15-FY16	Not applicable	-7.72%	-7.16%	-6.60%	-6.04%	-5.48%	-4.92%	-4.37%	-3.81%	-3.25%	-2.69%	-2.13%
<b>INDUSTRIAL</b>		<b>INDUSTRIAL</b>										
<b>LAB/OFFICE COMBINATION (# props = 13)</b>	<i>Lab/Office</i>	Net of New Growth >>>										
<i>(Bio/Chem Laboratory or Medical Use is Primary)</i>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>	<b>FY 2016</b>
FY 16 Assmt. @ ~ \$247/sf for Avg. Prop.	\$25,148,615	\$24,944,885	\$24,944,885	\$24,944,885	\$24,944,885	\$24,944,885	\$24,944,885	\$24,944,885	\$24,944,885	\$24,944,885	\$24,944,885	\$24,944,885
Tax Burden Shift Factor	1.75	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75
Tax Rate (per \$1K of Ass'd value)	\$29.10	\$26.76	\$26.93	\$27.09	\$27.25	\$27.41	\$27.57	\$27.74	\$27.90	\$28.06	\$28.22	\$28.39
Avg. Tax Bill (based on Avg. Ass'd Value)	\$731,825	\$667,613	\$671,660	\$675,706	\$679,752	\$683,798	\$687,844	\$691,890	\$695,936	\$699,983	\$704,029	\$708,075
\$ Tax differential between FY15-FY16	Not applicable	-\$64,211	-\$60,165	-\$56,119	-\$52,073	-\$48,027	-\$43,981	-\$39,934	-\$35,888	-\$31,842	-\$27,796	-\$23,750
% Tax differential between FY15-FY16	Not applicable	-8.77%	-8.22%	-7.67%	-7.12%	-6.56%	-6.01%	-5.46%	-4.90%	-4.35%	-3.80%	-3.25%

Note: TIF Properties 1) Shire @ all of 200/300/400 Shire Way), and 2) uniQure (a portion of 113 Hartwell Ave) are included above in INDUSTRIAL Lab/Office Combo category as "Gross Avg. Assessment less Gross Avg. Growth"

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

## COMPARABLE COMMERCIAL COMMUNITIES

MUNICIPALITY	FY 2015 C / I / P	FY2014			FY2015		
		RESID RATE	C-I-P RATE	C-I-P SHIFT	RESID RATE	C-I-P RATE	C-I-P SHIFT
Cambridge	\$11,581,156,623	\$8.38	\$20.44	1.690	\$7.82	\$19.29	1.70
Waltham	\$3,072,247,045	\$13.43	\$31.97	1.750	\$13.13	\$31.79	1.75
Newton	\$2,669,267,211	\$12.12	\$23.18	1.740	\$11.61	\$22.38	1.74
Woburn	\$1,858,186,150	\$10.44	\$27.41	1.750	\$10.17	\$26.30	1.75
Burlington	\$1,971,197,449	\$12.00	\$32.24	1.668	\$11.35	\$29.40	1.63
Wellesley	\$1,271,767,900	\$11.54	\$11.54	1.000	\$11.56	\$11.56	1.00
<b>Lexington</b>	<b>\$1,162,358,910</b>	<b>\$15.51</b>	<b>\$29.56</b>	<b>1.700</b>	<b>\$14.86</b>	<b>\$29.10</b>	<b>1.75</b>
Needham	\$1,213,152,968	\$11.64	\$22.99	1.750	\$11.29	\$22.43	1.75
Watertown	\$1,020,834,024	\$14.96	\$27.96	1.750	\$15.03	\$27.87	1.75

## COMMUNITIES CONTIGUOUS TO LEXINGTON

MUNICIPALITY	FY2014			FY2015		
	RESID RATE	C-I-P RATE	C-I-P SHIFT	RESID RATE	C-I-P RATE	C-I-P SHIFT
Arlington	\$ 13.79	\$ 13.79	1.000	\$ 13.55	\$ 13.55	1.00
Bedford	\$ 15.71	\$ 34.04	1.750	\$ 14.62	\$ 32.12	1.75
Belmont	\$ 13.50	\$ 13.50	1.000	\$ 12.90	\$ 12.90	1.00
Burlington	\$ 12.00	\$ 32.24	1.668	\$ 11.35	\$ 29.40	1.63
Concord	\$ 14.45	\$ 14.45	1.000	\$ 14.29	\$ 14.29	1.00
Lincoln	\$ 14.41	\$ 18.95	1.300	\$ 14.15	\$ 18.60	1.30
Waltham	\$ 13.43	\$ 31.97	1.750	\$ 13.13	\$ 31.79	1.75
Winchester	\$ 12.66	\$ 11.91	N/A	\$ 12.14	\$ 11.40	N/A

N/A = not available

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

Division of Local Services

Municipal Databank/Local Aid Section

### Fiscal Year 2015 Assessed Values by Class

	Municipality	Fiscal Year	Residential Value	Open Space Value	Commercial Value	Industrial Value	Personal Property Value	Comm/Indl/Pers (C/I/P)	Total Assessed Value	R & O as % of Total Value	CIP as % of Total Value
1	Boston	2015	72,346,068,366	0	32,451,521,456	785,061,568	5,154,210,832	\$38,390,793,856	\$110,736,862,222	65%	35%
2	Cambridge	2015	18,562,023,898	0	6,577,555,346	3,913,738,477	1,089,862,800	\$11,581,156,623	\$30,143,180,521	62%	38%
3	Newton	2015	19,995,837,989	0	2,102,213,911	168,580,400	398,472,900	\$2,669,267,211	\$22,665,105,200	88%	12%
4	Nantucket	2015	16,946,921,756	11,664,300	944,004,094	49,617,300	229,217,719	\$1,222,839,113	\$18,169,760,869	93%	7%
5	Brookline	2015	16,146,706,900	0	1,612,812,500	16,298,900	198,236,538	\$1,827,347,938	\$17,974,054,838	90%	10%
6	Barnstable	2015	11,207,187,750	0	1,204,713,235	78,592,100	212,290,440	\$1,495,595,775	\$12,702,783,525	88%	12%
7	Quincy	2015	9,450,521,233	0	1,617,500,567	84,397,400	268,079,660	\$1,969,977,627	\$11,420,498,860	83%	17%
8	Worcester	2015	7,940,488,559	0	2,019,446,684	510,423,795	700,912,200	\$3,230,782,679	\$11,171,271,238	71%	29%
9	Falmouth	2015	10,163,699,470	3,425,200	605,660,141	79,392,800	193,320,043	\$878,372,984	\$11,042,072,454	92%	8%
10	Somerville	2015	8,909,186,864	0	1,055,713,836	311,627,700	215,696,880	\$1,583,038,416	\$10,492,225,280	85%	15%
11	Wellesley	2015	9,116,045,000	0	1,159,807,000	8,155,000	103,805,900	\$1,271,767,900	\$10,387,812,900	88%	12%
<b>12</b>	<b>Lexington</b>	<b>2015</b>	<b>8,197,256,180</b>	<b>0</b>	<b>662,842,420</b>	<b>319,488,540</b>	<b>180,027,950</b>	<b>\$1,162,358,910</b>	<b>\$9,359,615,090</b>	<b>88%</b>	<b>12%</b>
13	Waltham	2015	5,900,062,585	0	2,220,696,817	471,070,238	380,479,990	\$3,072,247,045	\$8,972,309,630	66%	34%
14	Plymouth	2015	7,020,390,187	0	829,010,333	794,542,012	264,930,551	\$1,888,482,896	\$8,908,873,083	79%	21%
15	Needham	2015	7,625,574,778	0	881,392,158	149,792,300	181,968,510	\$1,213,152,968	\$8,838,727,746	86%	14%
16	Arlington	2015	7,318,205,556	0	332,008,695	16,149,400	103,748,620	\$451,906,715	\$7,770,112,271	94%	6%
17	Framingham	2015	5,818,671,300	0	1,299,872,350	267,785,500	223,149,421	\$1,790,807,271	\$7,609,478,571	76%	24%
18	Medford	2015	6,534,408,440	0	654,943,460	97,461,000	125,684,630	\$878,089,090	\$7,412,497,530	88%	12%
19	Andover	2015	5,793,267,930	7,958,400	580,548,306	601,623,300	246,548,798	\$1,428,720,404	\$7,221,988,334	80%	20%
20	Springfield	2015	5,079,607,100	0	1,156,136,600	168,230,700	640,954,110	\$1,965,321,410	\$7,044,928,510	72%	28%
21	Edgartown	2015	6,538,298,751	0	367,147,369	3,632,300	119,114,208	\$489,893,877	\$7,028,192,628	93%	7%
22	Natick	2015	5,405,281,800	0	1,418,781,400	38,307,700	122,478,000	\$1,579,567,100	\$6,984,848,900	77%	23%
23	Peabody	2015	4,913,745,514	0	1,135,250,604	241,748,200	114,587,090	\$1,491,585,894	\$6,405,331,408	77%	23%
24	Lowell	2015	5,187,843,377	0	548,152,869	351,843,505	244,472,062	\$1,144,468,436	\$6,332,311,813	82%	18%
25	Weymouth	2015	5,244,393,572	0	570,399,998	255,194,300	132,786,540	\$958,380,838	\$6,202,774,410	85%	15%



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

Massachusetts Municipality	Bond Rating	FY15 TAX RATE RESID	FY15 TAX RATE C-I-P	FY15 SHIFT FACTOR	RESID % OF TOTAL VALUE	C-I-P % OF TOTAL VALUE	RESID EXEMPT'N ADOPTED	2012 Population	AREA SQ MILES	DENSITY PER SQ MILE	2011 PER CAPITA INCOME
<b>Lexington</b>	<b>Aaa</b>	<b>14.86</b>	<b>29.10</b>	<b>1.75</b>	<b>87.6%</b>	<b>12.4%</b>	<b>No</b>	<b>32,272</b>	<b>16.4</b>	<b>1,968</b>	<b>\$88,987</b>
Acton	Aaa	19.05	19.05	1.00	91.4%	8.6%	No	22,599	20.0	1,132	\$55,932
Andover	AAA	14.97	24.77	1.47	91.4%	8.6%	No	34,142	31.0	1,101	\$66,653
Arlington	AAA	13.55	13.55	1.00	94.2%	5.8%	No	43,711	5.2	8,438	\$45,654
Barnstable	AAA	9.30	8.40	n/a	88.2%	11.8%	Yes	44,824	60.0	747	\$31,096
Bedford	Aaa	14.62	32.12	1.75	78.6%	21.4%	No	13,765	13.7	1,002	\$53,790
Belmont	Aaa	12.90	12.90	1.00	94.4%	5.6%	No	25,204	4.7	5,409	\$69,079
Boston	Aaa	12.11	29.52	1.75	65.3%	34.7%	Yes	636,479	48.4	13,142	\$35,786
Boxborough	AAA	16.65	16.65	1.00	75.7%	24.3%	No	5,105	10.4	493	\$59,751
Brewster	AAA	8.26	8.26	1.00	77.3%	22.7%	No	9,806	23.0	427	\$30,164
Brookline	Aaa	10.68	17.39	1.72	89.8%	10.2%	Yes	59,115	6.8	8,706	\$65,085
Cambridge	Aaa	7.82	19.29	1.70	61.6%	38.4%	Yes	106,471	6.4	16,558	\$51,439
Canton	AAA	12.82	26.36	1.66	77.4%	22.6%	Yes	21,932	18.9	1,159	\$48,593
Chatham	AAA	4.99	4.99	1.00	93.1%	6.9%	No	6,141	16.2	379	\$42,083
Chilmark	AAA	2.63	2.63	1.00	97.8%	2.2%	No	900	19.1	47	\$48,479
Dartmouth	AAA	9.81	15.03	1.40	83.1%	16.9%	No	34,448	61.6	559	\$28,245
Dedham	AAA	15.87	33.95	1.75	80.5%	19.5%	No	24,974	10.5	2,390	\$43,117
Dennis	AAA	6.35	6.35	1.00	92.2%	7.8%	No	14,153	20.6	687	\$26,949
Dover	Aaa	12.70	12.70	1.00	97.6%	2.4%	No	5,722	15.3	373	\$188,206
Duxbury	AAA	15.60	15.60	1.00	96.0%	4.0%	No	15,172	23.8	639	\$70,008
Eastham	AAA	7.10	7.10	1.00	96.0%	4.0%	No	4,946	14.0	354	\$26,633
Hamilton	AAA	17.09	17.09	1.00	95.0%	5.0%	No	8,072	14.6	553	\$59,462
Harvard	AAA	17.79	17.79	1.00	95.0%	5.0%	No	6,530	26.4	248	\$56,549
Hingham	Aaa	12.53	12.53	1.00	87.2%	12.8%	No	22,520	22.5	1,002	\$81,511
Hopkinton	AAA	17.96	17.96	1.00	83.1%	16.9%	No	15,478	26.6	583	\$73,764
Lincoln	AAA	14.15	18.60	1.30	96.5%	3.5%	No	6,503	14.4	453	\$126,821
Littleton	AAA	18.10	29.89	1.46	79.7%	20.3%	No	9,132	16.6	549	\$42,066
Manchester By The Sea	AAA	18.10	29.89	1.00	93.1%	6.9%	No	5,216	9.3	561	\$99,243
Marblehead	AAA	11.08	11.08	1.00	94.8%	5.2%	No	20,076	4.5	4,432	\$78,969
Marion	AAA	11.11	11.11	1.00	92.5%	7.5%	No	4,909	14.6	336	\$47,145
Mashpee	AAA	9.11	9.11	1.00	91.6%	8.4%	No	14,005	23.5	596	\$28,845
Mattapoisett	AAA	13.00	13.00	1.00	93.7%	6.3%	No	6,113	16.5	371	\$46,296
Milton	AAA	13.94	22.40	1.57	96.1%	3.9%	No	27,158	13.0	2,083	\$57,880
Natick	AAA	13.82	13.82	1.00	77.4%	22.6%	No	33,760	15.1	2,239	\$47,566
Needham	AAA	11.29	22.43	1.75	86.3%	13.7%	No	29,366	12.6	2,329	\$87,232
Norwell	AAA	16.50	16.50	1.00	84.3%	15.7%	No	10,574	20.9	507	\$71,404
Orleans	AAA	6.42	6.42	1.00	92.1%	7.9%	No	5,881	14.2	415	\$38,139
Reading	AAA	14.70	14.70	1.00	91.4%	8.6%	No	25,192	9.9	2,537	\$44,656
Sherborn	AAA	20.32	20.32	1.00	95.3%	4.7%	No	4,199	16.0	263	\$182,248
Sudbury	AAA	17.60	24.88	1.38	93.6%	6.4%	No	18,119	24.4	743	\$93,407
Watertown	AAA	15.03	27.87	1.75	81.2%	18.8%	Yes	32,863	4.1	7,996	\$36,765
Wayland	Aaa	18.39	18.39	1.00	94.9%	5.1%	No	13,285	15.2	872	\$133,867
Wellesley	Aaa	11.56	11.56	1.00	87.8%	12.2%	No	28,748	10.2	2,824	\$138,036
Wellfleet	AAA	6.78	6.78	1.00	95.4%	4.6%	No	2,742	19.8	138	\$40,255
Wenham	AAA	16.25	16.25	1.00	81.7%	18.3%	No	4,993	7.7	647	\$81,173
Westborough	AAA	18.59	18.59	1.00	96.4%	3.6%	No	18,455	20.5	899	\$53,248
Westford	AAA	16.24	16.44	1.00	64.5%	35.5%	No	22,851	30.6	747	\$51,230
Weston	Aaa	12.28	12.28	1.00	84.7%	15.3%	No	11,737	17.0	690	\$267,636
Westwood	AAA	15.24	28.79	1.70	95.4%	4.6%	No	14,768	11.0	1,346	\$89,407
Winchester	Aaa	12.14	11.40	n/a	95.0%	5.0%	No	21,869	6.0	3,621	\$90,091

## EXHIBIT H: RESIDENTIAL EXEMPTION: FY2016 PROPERTY TAX IMPACT IF EXEMPTION WAS ADOPTED

RESIDENTIAL EXEMPTION WORKSHEET	
FISCAL YEAR 2016 INFORMATION	
TOTAL RESIDENTIAL PROPERTY VALUE	\$8,862,601,990
TOTAL # RESID. PARCELS	10,765
AVG. RESIDENTIAL PARCEL	<b>\$823,279</b>
<b>RESIDENTIAL EXEMPTION @ 20%</b>	20%
EXEMPTION \$ AMOUNT PER RESID PROPERTY	\$164,656
ESTIMATED # EXEMPTIONS	<b>9,696</b>
OVERALL EXEMPT PROPERTY VALUE	\$1,596,519,743
<b>ESTIMATED RESID. RATE (FY2016)</b>	<b>\$14.59</b>
TOTAL RESID. REVENUE	\$129,305,363
<b>(IF EXEMPTION) RESID. ASSESSED TAXES</b>	<b>\$7,266,082,247</b>
<b>(IF EXEMPTION) RESID. TAX RATE</b>	<b>\$17.80</b>

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
ASSESSED VALUE	PRELIMINARY TAX RATE @ 1.75 Shift	ANNUAL PROPERTY TAX BILL	EXEMPTED ASSESSED VALUE @ 20% EXEMPTION	NET ASSESSED VALUE	DERIVED TAX RATE	NET TAX BILL	\$ CHANGE (g-c)	% CHANGE (h/c)
\$5,000	\$14.59	\$73	\$0	\$5,000	\$17.80	\$89	\$16	21.97%
\$25,000	\$14.59	\$365	\$0	\$25,000	\$17.80	\$445	\$80	21.97%
\$50,000	\$14.59	\$730	\$0	\$50,000	\$17.80	\$890	\$160	21.97%
\$100,000	\$14.59	\$1,459	\$0	\$100,000	\$17.80	\$1,780	\$321	21.97%
\$200,000	\$14.59	\$2,918	\$164,656	\$35,344	\$17.80	\$629	-\$2,289	-78.44%
\$300,000	\$14.59	\$4,377	\$164,656	\$135,344	\$17.80	\$2,409	-\$1,968	-44.97%
\$400,000	\$14.59	\$5,836	\$164,656	\$235,344	\$17.80	\$4,188	-\$1,648	-28.24%
\$500,000	\$14.59	\$7,295	\$164,656	\$335,344	\$17.80	\$5,968	-\$1,327	-18.19%
\$600,000	\$14.59	\$8,754	\$164,656	\$435,344	\$17.80	\$7,747	-\$1,007	-11.50%
\$700,000	\$14.59	\$10,213	\$164,656	\$535,344	\$17.80	\$9,527	-\$686	-6.72%
\$800,000	\$14.59	\$11,672	\$164,656	\$635,344	\$17.80	\$11,306	-\$366	-3.13%
\$900,000	\$14.59	\$13,131	\$164,656	\$735,344	\$17.80	\$13,086	-\$45	-0.34%
<b>\$914,038</b>	<b>\$14.59</b>	<b>\$13,336</b>	<b>\$164,656</b>	<b>\$749,382</b>	<b>\$17.80</b>	<b>\$13,336</b>	<b>\$0</b>	<b>0.00%</b>
\$1,000,000	\$14.59	\$14,590	\$164,656	\$835,344	\$17.80	\$14,866	\$276	1.89%
\$1,100,000	\$14.59	\$16,049	\$164,656	\$935,344	\$17.80	\$16,645	\$596	3.71%
\$1,200,000	\$14.59	\$17,508	\$164,656	\$1,035,344	\$17.80	\$18,425	\$917	5.24%
\$1,300,000	\$14.59	\$18,967	\$164,656	\$1,135,344	\$17.80	\$20,204	\$1,237	6.52%
\$1,400,000	\$14.59	\$20,426	\$164,656	\$1,235,344	\$17.80	\$21,984	\$1,558	7.63%
\$1,500,000	\$14.59	\$21,885	\$164,656	\$1,335,344	\$17.80	\$23,763	\$1,878	8.58%
\$2,000,000	\$14.59	\$29,180	\$164,656	\$1,835,344	\$17.80	\$32,661	\$3,481	11.93%
\$3,000,000	\$14.59	\$43,770	\$164,656	\$2,835,344	\$17.80	\$50,457	\$6,687	15.28%
\$4,000,000	\$14.59	\$58,360	\$164,656	\$3,835,344	\$17.80	\$68,253	\$9,893	16.95%
\$5,000,000	\$14.59	\$72,950	\$164,656	\$4,835,344	\$17.80	\$86,049	\$13,099	17.96%
\$7,500,000	\$14.59	\$109,425	\$164,656	\$7,335,344	\$17.80	\$130,538	\$21,113	19.29%
\$8,500,000	\$14.59	\$124,015	\$0	\$8,500,000	\$17.80	\$151,264	\$27,249	21.97%
\$10,000,000	\$14.59	\$145,900	\$0	\$10,000,000	\$17.80	\$177,957	\$32,057	21.97%
\$20,000,000	\$14.59	\$291,800	\$0	\$20,000,000	\$17.80	\$355,915	\$64,115	21.97%

**\*BREAK EVEN ASSESSED VALUE, NO TAX IMPACT.**

**\$914,038**

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Consent Agenda

### PRESENTER:

Joe Pato

### ITEM NUMBER:

C.1-3

### SUMMARY:

The Town Manager has requested permission for a vacation.

The Minute Men request permission to hold a history exhibition on December 13 that includes using the Battle Green for marching and musket drills and firing.

See attached letter sent to Antony, France. At the meeting you will be signing a letter to mail.

### SUGGESTED MOTION:

Motion to approve the consent agenda.

### FOLLOW-UP:

### DATE AND APPROXIMATE TIME ON AGENDA:

11/23/2015

7:25 PM

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Email Regarding Minute Men Request	Cover Memo
<input type="checkbox"/> Minute Men Historic Exhibition Itinerary - 12/13/15	Cover Memo
<input type="checkbox"/> Town Manager Request for Vacation	Cover Memo
<input type="checkbox"/> Email-Antony Letter of Condolence	Backup Material

## Lynne Pease

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**From:** Cathy Severance  
**Sent:** Tuesday, November 17, 2015 12:48 PM  
**To:** Lynne Pease  
**Subject:** Tea Burning Itinerary  
**Attachments:** BurnTheTea.docx

Hi Lynne –

I spoke w/Dave Pinsonneault this AM regarding the Town's plans, if there is snow, for the tea burning event on 12/13 and he said that we would have to access weather conditions on the site if there was inclement weather. I will add that to the letter. I'm attaching the plan for this event. Can you add this to the next BOS meeting (23<sup>rd</sup>)? Thank you!

*- Cathy*

Cathy Severance  
Office Manager/Special Events Coordinator  
Town Manager's Office  
Town of Lexington  
1625 Massachusetts Avenue  
Lexington, MA 02420  
Ph: 781.698.4544  
Fax: 781.861.2921  
[www.lexingtonma.gov](http://www.lexingtonma.gov)

*When writing or responding, please be aware that the Massachusetts Secretary of State has determined that most email is public record, and, therefore, may not be kept confidential.*

## Lexington Minute Men “Tea Burning” Itinerary

December 13, 2015

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

### Preliminary Itinerary-

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

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

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

**11:00am:** Demonstration of 18<sup>th</sup> century cooking methods with Sgt. Michael Duncan Smith.

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

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

**12:30pm:** Second Musket Drill and firing demonstration on the Battle Green. Inspection and run through the Manual of Arms. Conclude by firing five volleys in formation.

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

**2:30pm:** Immediately following the tea burning re-enactment, interact with the public about the event, answer questions, and recruit.

**3:00pm:** Conclude event with musket salute and cheers (Huzza, Huzza, Huzza)

**4:00pm:** Break down camp.