

SELECTMEN'S MEETING  
Monday, April 11, 2016  
Selectmen Meeting Room  
6:00 PM

**AGENDA**

**PUBLIC COMMENTS**

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

**SELECTMAN CONCERNS AND LIAISON REPORTS**

**TOWN MANAGER REPORT**

**ITEMS FOR INDIVIDUAL CONSIDERATION**

1. Liquor License Change - Lexington Golf Club (5 min.) 6:00 PM
2. Approve Lexington Ridge-Avalon Regulatory Agreement (5 min.) 6:05 PM
3. Update on Use of HOME Funds (5 min.) 6:10 PM
4. Article Presentations/Discussion/Positions (15 min.) 6:15 PM
  1. Article 10p - Parking Meter Replacement
  2. Article 2 - Tourism Committee Report
  3. Discussion of Articles before Town Meeting as needed.
5. Center Streetscape Design Review Ad Hoc Committee (10 min.) 6:30 PM
  1. Revise Charge
  2. Approve Membership

**CONSENT AGENDA**

1. Water and Sewer Adjustments 6:40 PM
2. Proclamation - National Public Works Week 6:40 PM
3. Proclamation - National Public Safety Telecommunicator's Week 6:40 PM
4. Use of the Battle Green - Old Guard Performance 6:40 PM

**EXECUTIVE SESSION**

1. Exemption 6: Consider Purchase, Exchange, Lease or Value of Real Property (Belmont Country Club and 20 Pelham Road) (15 min.) 6:45 PM

**ADJOURN**

1. Approximate Adjourn Time 7:00 PM

The next meeting of the Board of Selectmen is scheduled for Wednesday, April 13, 2016, at 6:00 p.m. in the Selectmen Meeting Room, Town Office Building, 1625 Massachusetts Avenue.

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



# **AGENDA ITEM SUMMARY**

## **LEXINGTON BOARD OF SELECTMEN MEETING**

### **AGENDA ITEM TITLE:**

Liquor License Change - Lexington Golf Club (5 min.)

### **PRESENTER:**

Joe Pato

### **ITEM NUMBER:**

I.1

### **SUMMARY:**

Lexington Golf Club has submitted all the necessary paperwork needed to request approval for a change of manager, new officer/director on their All Alcoholic Club Liquor License. Attached is some of the information.

Just found out that the letter of good standing is only good for 90 days. Lexington Golf Club's is dated 11/15/15.

### **SUGGESTED MOTION:**

Motion to approve the application reflecting a change of manager and new officers/directors and issue an all alcoholic Club Liquor License to the Lexington Golf Club, 55 Hill Street, subject to receiving an updated Letter of Good Standing.

### **FOLLOW-UP:**

Selectmen's Office

### **DATE AND APPROXIMATE TIME ON AGENDA:**

4/11/2016

6:00 PM

### **ATTACHMENTS:**

Description

Type

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Approve Lexington Ridge-Avalon Regulatory Agreement (5 min.)

### PRESENTER:

Elizabeth (Liz) Rust, Regional Housing  
Services Office

### ITEM NUMBER:

I.2

### SUMMARY:

Ms. Rust will update the Board on a proposed affordable housing regulatory agreement for the Lexington Ridge-Avalon property on Waltham Street.

### SUGGESTED MOTION:

Move to approve and authorize the Town Manager to sign the binding side letter and Regulatory Agreement for the Lexington Ridge-Avalon affordable housing program.

### FOLLOW-UP:

RHSO

### DATE AND APPROXIMATE TIME ON AGENDA:

4/11/2016

6:05 PM

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Cover memo and proposed Regulatory Agreement	Cover Memo



# Regional Housing Services Office

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

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

[www.RHSOHousing.org](http://www.RHSOHousing.org)  
[info@RHSOhousing.org](mailto:info@RHSOhousing.org)

April 5, 2016

To: Lexington Board of Selectmen  
From: Elizabeth Rust  
CC: Carl Valente  
RE: Avalon Lexington Regulatory Agreement

The RHSO, on behalf of Lexington, has been working with Avalon since November 2015 to draft a local Regulatory Agreement for the Avalon at Lexington project. This memo provides an update on those efforts, and requests the Board to authorize execution by the Town Manager for the final Regulatory Agreement and binding side letter.

Avalon at Lexington is located at 100 Lexington Ridge Dr., Lexington, MA 02421 off Waltham Street. It was permitted through a Comprehensive Permit in 1990 with conditions imposed by the ZBA. While the developer appealed to the Housing Appeals Committee, in 1992 regarding the perpetual affordable condition, the decision of the ZBA was affirmed and the restriction is perpetual. There are 198 total units on Lexington's SHI, of which 56 (or 28%) are affordable and 142 market rate units. Of the affordable units 40 are affordable to 50% AMI (lower income) households, and the remaining 16 to 80% (more moderate) AMI households.



The project obtained financing through the TELLER program, and was secured through a Regulatory Agreement with MHFA, which was discharged in 2011 when the mortgage was satisfied, and the Town became responsible the Monitoring Agent.

The Town, through the RHSO, monitors the project annually, and is compensated for those efforts by Avalon. As part of the monitoring efforts, we proposed executing a local Regulatory Agreement to confirm the terms of affordability for the low income units. While the project will always require at least 28% of the units be 'affordable' units (as required in the Comprehensive Permit under Chapter 40B), a Regulatory Agreement provides additional details regarding the affordable component and responsibilities of the owner. This has been done in other Avalon projects and seemed to provide a solid foundation for future monitoring.

From the beginning of this effort, Avalon has been open and receptive to working together, and this is reflected in the current draft document, also assisted by their counsel, Goulson and Storrs, and Lexington's counsel, Anderson Kreiger (Kevin Batt). A drafted and reviewed Regulatory Agreement has been finalized and is presented for your approval.

As we progressed through the project, during the review of the Comprehensive Permit for this project, a detail of the conditions was highlighted.

## *1. PERCENTAGE OF AFFORDABLE UNITS*

*Lexington Ridge shall maintain 28% of its rental units for "low and moderate income" households, defined by the EOCD as households earning less than 80% of the median household income in the Boston Standard Metropolitan Statistical Area (SMSA). At least 20% of the units shall serve households earning less than 50% of the median income*



# Regional Housing Services Office

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

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

[www.RHSOHousing.org](http://www.RHSOHousing.org)  
[info@RHSOhousing.org](mailto:info@RHSOhousing.org)

*in the SMSA if the development is financed under the TELLER program or otherwise uses tax-exempt bonds and/or low-income housing tax credits.*

The interpretation of this condition (by the Avalon team) is that once the development is no longer financed under the TELLER program, there is no longer a requirement to provide the lower income units (20% of the units to households at 50% AMI), and they are able to meet the requirement of the permit by providing all 28% (56 units) affordable to 80% AMI..

Avalon proposes to start transitioning these very low income (50% AMI) units to low income (80% AMI) units, as smoothly as possible. Note that Lexington would not lose the units from its affordable housing stock, and would also not lose the units from the SHI.

Of the 40 units to transition, there are 8 with Section 8 vouchers. Avalon proposes to transition the units with vouchers (8 units) upon the end of the current lease. There is no financial impact to the tenants. The remaining 32 non-Section 8 residents at 50% would not transition to 80% until either (i) they move out or (ii) they no longer qualify for the program.

The general potential annual rent increase after the completion of the transition (using 2016 figures) is \$23,028.

2016 Gross Rents	50% Rent	80% Rent	Difference	# Units	Rent Increase
2BR	\$1103	\$1643	\$540	23	\$12,420
3BR	\$1275	\$1899	\$624	17	\$10,608
				40	\$23,028

Avalon has provided two draft documents for the Town to execute. One is the Regulatory Agreement which confirms the details of the affordable units, and the other is an enforceable binding side letter, which describes the transition of the units from 50% AMI to 80% AMI.

The Town has little leverage on these documents. The Regulatory Agreement project was initiated by us, and the draft meets the basic requirement. The binding side letter outlines a condition authorized by the permit, and Avalon could presumably go forward even without the Town approval.

We recommend accepting the proposed Regulatory Agreement and binding side letter, authorizing the Town Manager to execute the final documents.

[AVALONBAY LETTERHEAD]

February \_\_, 2016

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

Re: Avalon at Lexington

Ladies and Gentlemen:

Reference is made to a Regulatory Agreement between Lexington Ridge – Avalon, Inc. (“AvalonBay”) and the Town of Lexington (the “Town”) of even date with this letter agreement (the “Regulatory Agreement”). Capitalized terms used but not defined in this letter agreement shall have the meanings given to them in the Regulatory Agreement.

Pursuant to the terms of the Comprehensive Permit and the Regulatory Agreement, twenty eight percent (28%), or fifty-six (56) of the total number of units in the Development, are required to be Affordable Units. As of the date hereof, and in accordance with the requirements of the Comprehensive Permit while the MHFA Agreements were in effect, 20% of the units in the Development (i.e. 40 units) are occupied by persons or families earning no more than fifty percent (50%) of the applicable area median income (“AMI”), with maximum rentals based on such 50% AMI levels. Such units are referred to as the “Current Low Income Units.” The remaining sixteen (16) affordable units are currently occupied by persons or families earning no more than eighty percent (80%) of the applicable area median income (“AMI”), with maximum rentals based on such 80% AMI levels, adjusted for household size (such units being referred to as “Moderate Income Units”).

As set forth in the Regulatory Agreement, the MHFA Agreements have expired and are no longer in effect. Accordingly, under the terms of the Regulatory Agreement, AvalonBay and the Town have agreed that all of the Affordable Units (i) will remain affordable in perpetuity (as described in Section 10 of the Regulatory Agreement), and (ii) may hereafter be reserved, marketed and leased as Moderate Income Units.

Notwithstanding the foregoing provisions of the Regulatory Agreement, AvalonBay and the Town have agreed to the following with respect to the Current Low Income Units:

1. Of the Current Low Income Units, eight (8) units are currently occupied by persons or families (the “Current HCVP Tenants”) who are participants in the so-called Section 8 Housing Choice Voucher Program (the “HCVP Units”). Upon the expiration of the current term of the lease for each HCVP Unit, AvalonBay shall have the right to convert such unit to be

Moderate Income Units; provided, however, that the Current HCVP Tenants shall be permitted to remain in such units under a lease renewal, provided they continue to qualify for Section 8 vouchers and are not in default under the terms of their leases.

2. Of each of the remaining thirty two (32) Current Low Income Units, for so long as the current tenant(s) thereof (i) desire to remain in the unit, (ii) continue to qualify for occupancy of such units by virtue of family income (i.e. with income of no more than 50% of AMI); and (iii) are not in default of under the terms of the applicable lease, such unit will continue to be made available to such tenant, with maximum rentals set based on 50% of AMI adjusted for household size. Upon the earlier to occur of the date the tenant(s) in each such unit either (x) moving out of such unit, or (ii) no longer qualifying for occupancy in such unit based on income exceeding the 50% AMI level, AvalonBay shall have the right to convert such unit to be a Moderate Income Unit.

3. During the transition period described in Paragraphs 1 and 2 above, the annual filing made by AvalonBay with the Town pursuant to Section 3 of the Regulatory Agreement shall include updated information as to the status of the Current Low Income Units (i.e. how many of them remain as such and how many have been converted to Moderate Income Units). Further, the Town's enforcement rights under Section 7 of the Regulatory Agreement, and remedies as set forth in Section 12 of the Regulatory Agreement, shall apply in all respects to ensure AvalonBay's compliance with the terms of this letter agreement.

Please indicate your agreement with the foregoing by signing a copy of this letter agreement.

Very truly yours,

LEXINGTON RIDGE - AVALON, INC.

By: \_\_\_\_\_  
Its  
Hereunto duly authorized

ACKNOWLEDGED AND AGREED:

TOWN OF LEXINGTON

By: \_\_\_\_\_  
Its  
Hereunto duly authorized



## REGULATORY AGREEMENT

This Regulatory Agreement (the "Agreement") made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by **Lexington Ridge – Avalon, Inc.**, a Maryland corporation, with an address of 671 N. Glebe Road, Suite 800, Arlington, Virginia 22203 ("**AvalonBay**") and **the Town of Lexington**, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the "**Town**"), acting by and through its Board of Selectmen.

### BACKGROUND:

A. AvalonBay owns and operates a 198-unit rental development with related amenities and improvements commonly known as "Avalon at Lexington" and having an address of 100 Lexington Ridge Drive, Lexington, Massachusetts (the "Development"). The Development is located on land more particularly described on Exhibit A attached hereto (the "Property").

B. The Development was developed pursuant to a comprehensive permit issued under M.G.L. c. 40B and its implementing regulations (collectively, "Chapter 40B") by the Lexington Zoning Board of Appeals on December 14, 1990 and upheld by the Massachusetts Housing Appeals Committee on June 25, 1992 in Case 90-13, and modified by the Lexington Zoning Board of Appeals on March 26, 1993. The foregoing are collectively referred to herein as the "Comprehensive Permit".

C. AvalonBay has repaid in full the loan in the original principal amount of \$15,660,000 (the "Loan") funded by revenue bonds issued by the Massachusetts Housing Finance Agency ("MHFA"), which Loan was secured by, among other things, (i) that certain Mortgage, Security Agreement, and Assignment of Rents and Leases with respect to the Property dated as of November 17, 1994 from AvalonBay to MHFA, which was recorded in the Middlesex South Registry of Deeds (the "Registry") in Book 25045, Page 413, and amended by a First Amendment to Multifamily Mortgage, Assignment of Rents and Security Agreement dated January 25, 1995, and recorded in Book 25147, Page 302; as assigned by Assignment to Multifamily Mortgage, Assignment of Rents and Security Agreement dated January 26, 1995, and recorded in Book 25147, Page 304; and as amended by a Second Amendment to Multifamily Mortgage, Assignment of Rents and Security Agreement dated February 3, 1995, and recorded in Book 25181, Page 325; and (ii) that certain Assignment of Lease and Subsidy Contracts between AvalonBay and MHFA dated November 17, 1994, and recorded in Book 25045, Page 488. The foregoing are collectively referred to herein as the "MHFA Security Documents".

D. In connection with the Loan, AvalonBay and MHFA also entered into (i) a certain Regulatory Agreement dated as of November 17, 1994, which was recorded with the Registry in Book 25047, Page 438 (the "Regulatory Agreement"), and (ii) that certain Land Use Restriction Agreement dated as of November 17, 1994, which was recorded with the Registry in Book 25047, Page 474 (the "Land Use Restriction Agreement"). The Regulatory Agreement, the Land Use Restriction Agreement and the MHFA Security Documents are sometimes collectively referred to herein as the "MHFA Agreements."

E. The MHFA Agreements, among other things, were discharged by an instrument dated July 29, 2011 which was recorded with the Registry in Book 57242, Page 502 (the “Discharge”). Accordingly, the MHFA Agreements are no longer in force and effect.

F. The MHFA Agreements, among other things, set forth certain requirements with respect to low or moderate income housing to be provided as part of the Development.

G. In light of the termination of the MHFA Agreement, the Town and AvalonBay wish to memorialize their understanding as to affordability requirements that will continue to apply to the Development so long as any portion of the Development or Property continues to be used as multi-family housing pursuant to the Comprehensive Permit.

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

1. To the maximum extent permitted by law, throughout the term of this Agreement, AvalonBay shall reserve, market and lease (or if a conversion occurs, sell), as “low or moderate income housing,” as that term is defined in M.G.L. c. 40B, § 20, twenty eight percent (28%) of the units (i.e. fifty six (56) of the current total number of units in the Development), to Low or Moderate Income Persons or Families earning not more than eighty percent (80%) of the applicable area median income (“AMI”), adjusted for household size, as determined by the U.S. Department of Housing and Urban Development (“HUD”) and the Comprehensive Permit and this Agreement. The units reserved for low or moderate income housing are sometimes referred to in this Development as the “Affordable Units.” The term of this Agreement shall commence as of the date the Loan was or is repaid in full and shall continue in perpetuity as may be permitted by law, subject to the provisions of Section 9 below. In entering into this Agreement, the parties intend for the restrictions, rights and obligations herein to be perpetual. To that end, if for any reason this Agreement or any of the restrictions, rights or obligations contained herein shall be deemed subject to sun-setting provisions, invalid, terminated, void or voidable on any grounds, or other principles requiring duration less than perpetual, then AvalonBay and its successors, assigns and transferees shall carry out all necessary measures to extend, adopt and/or renew the terms of this Agreement to renew and extend this Agreement and otherwise to ensure that the Town holds in perpetuity the rights and restrictions set forth herein for the benefit of the Town in a manner consistent with the terms and intent of this Agreement.

2. For so long as this Agreement is in effect, the annual rental expense for each of the Affordable Units shall be equal to the gross rent plus allowances for all tenant-paid utilities (including tenant-paid heat, hot water and electricity) and shall not exceed thirty percent (30%) of eighty percent (80%) of AMI, adjusted for household size (the “Maximum Rentals”). The Maximum Rentals shall be determined on an annual basis by AvalonBay in accordance with the rental determination regulations adopted by MHFA (or its successor agency), as the same may be amended from time to time, and any policy regulations promulgated thereunder. If MHFA (or its successor agency) ceases to promulgate any such regulations, then the Maximum Rentals shall be determined based on substitute regulations and requirements of Massachusetts Department of Housing and Community Development (“DHCD”), and if no such regulations or requirements are

available, on substitute regulations of a federal or state governmental agency providing subsidies for low or moderate income housing as shall be reasonably determined by AvalonBay, in order to ensure the continued availability of the Affordable Units for the purposes specified herein and in the Comprehensive Permit for the entire term of this Agreement.

3. AvalonBay will advise the Town's Director of Planning (the "Director") of any revisions to the designation of any Affordable Units on an annual basis and will provide a copy of its annual filing with MHFA to the Director with respect to the Development. The Affordable Units will be intermingled with all other dwelling units in the Development and will be of a quality comparable to the other units in the Development pursuant to MHFA's practices as of the date of this Agreement. Residents of the Affordable Units will have access to all common facilities of the Development for use and enjoyment equal to that of other tenants.

If, after initial occupancy, the income of a household occupying an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such household, AvalonBay shall not be in default hereunder so long as either (i) the household's income does not exceed one hundred forty percent (140%) of the maximum income permitted (in which case the unit in question shall continue to be counted as an Affordable Unit), or (ii) AvalonBay rents the next available unit at the Development as an Affordable Unit in conformance with Section 1 of this Agreement, or otherwise demonstrates compliance with Section 1 of this Agreement. Subject to Section 1 above, if a unit that formerly was an Affordable Unit no longer qualifies as an Affordable Unit due to an increase in the income of the household occupying such unit to an amount in excess of one hundred forty percent (140%) of the maximum income permitted hereunder for such household, AvalonBay may charge a market rental rate for such unit, provided that AvalonBay promptly and continuously markets and leases a different unit or units that are not already Affordable Units as Affordable Units to mitigate the reduction in the number of Affordable Units and to maintain the total number of Affordable Units at the Development at twenty eight percent (28%) as required by Section 1 above.

Leases and occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and all applicable guidelines. AvalonBay shall enter into a lease with each tenant for a minimum term of one year. Such leases shall contain clauses, among others, wherein each resident of such Affordable Unit agrees and certifies compliance with the accuracy of information provided. If the Town fails to respond to a submission of the proposed schedule of rents for the Affordable Units within thirty (30) days of the Town's receipt thereof, the Town shall be deemed to have approved the submission.

4. In fulfilling its obligations under this Agreement, AvalonBay will accept referrals of tenants from the public housing authority in the Town, and will not unreasonably refuse occupancy to any prospective tenants so referred who met the requirements of any applicable Tenant Selection Plan. In marketing and renting the Affordable Units, AvalonBay shall comply with any Tenant Selection Plan and Affirmative Fair Housing Marketing Plan, which plans, as the same may be amended, are incorporated herein by reference with the same force and effect as if set out in this Agreement. Such plans may be established and updated in accordance with all applicable guidelines now or then in effect. Notwithstanding the foregoing, in no event shall this Agreement require AvalonBay to take any action which would result in a violation of the federal Fair Housing Act or any other applicable federal, state or local law, rule, ordinance, regulation or

requirement or which is inconsistent with any applicable guidelines, rules or regulations. Without limiting the generality of the foregoing, there shall be no discrimination upon the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age or familial status in the lease, use or occupancy of the Development.

5. AvalonBay will obtain, at the time of initial rental and on each anniversary of the rental during the term of such rental, and maintain on file Certifications of Tenant Eligibility with respect to the Affordable Units in substantially the form that were used during the period that the MHFA Agreements were in effect. Such Certifications shall be filed with the Director by attachment to the designation of Affordable Units required by Section 3 above. AvalonBay shall make good faith efforts to verify that the income provided by an applicant in an income certification is accurate.

6. Subject to the terms hereof, the Development may be converted from a rental development to a home ownership development upon approval by the Town in accordance with the provisions of Condition III.4 of the Comprehensive Permit. In the event of such a conversion, AvalonBay shall execute and record all necessary documents (including but not limited to deed restrictions on the unit deeds for the Affordable Units which will be subject to the affordability restriction and/or affordable housing restrictions approved by DHCD pursuant to G.L. c. 184) to ensure that the affordability restriction as to such units will continue in force for the entire term hereof, in accordance with the terms relative to qualifying purchasers and maximum sales prices for initial sales and re-sales in accordance with the regulations promulgated by MHFA (or, if MHFA has ceased to promulgate any such regulations, then such terms shall be determined based on substitute regulations and requirements of DHCD, and thereafter of a federal or state governmental agency providing subsidies for low or moderate income home ownership as shall be reasonably determined by AvalonBay). In addition, in the event of such a conversion, AvalonBay shall establish a mechanism (such as provisions in the master deed of the condominium if the Development is converted to a condominium) which shall provide for the maintenance of the subject premises, including, but not limited to, roadway maintenance and repair, snow plowing, trash removal / recycling pick-up and any other amenities relating to the Development.

Further, in the event of the conversion of the Development to a home ownership project, a Deed Rider shall be attached to the each Affordable Unit. Such Deed Rider shall be in a form which is reasonably acceptable to the Town, DHCD and any federal or state subsidizing agency providing a subsidy in connection with such conversion to a home ownership project. If such conversion includes the creation of a condominium, substantially similar restrictions as are in the Deed Rider shall be contained within the master deed for such condominium.

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

8. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

9. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, or by reputable overnight courier (such as Federal Express), to the parties hereto at the addressee set forth below, or to such other place as a party may from time to time designate by written notice:

To AvalonBay:

AvalonBay Communities, Inc.  
Attn: Joanne Lockridge, Senior Vice President - Finance  
1499 Post Road  
Second Floor  
Fairfield, Connecticut 06824  
Phone: (203) 319-4926  
E-mail: joanne\_lockridge@avalonbay.com

with copies to:

AvalonBay Communities, Inc.  
Attn: Legal Department  
Ballston Tower, 671 N. Glebe Road, Suite 800  
Arlington, VA 22203  
Telephone: (703) 317-4767  
E-mail: alan\_adamson@avalonbay.com

and to:

Goulston & Storrs  
Attn: Steven Schwartz, Esq.  
400 Atlantic Avenue  
Boston, MA 02110  
Telephone: (617) 574-4147  
E-mail: sschwartz@goulstonstorrs.com

To Town:

Town of Lexington  
Department of Planning

1625 Massachusetts Avenue  
Lexington, MA 02420  
Telephone: (781) 862-0500  
E-mail: \_\_\_\_\_

10. This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in M.G.L. c. 184, § 31 and as that term is used in M.G.L. c.184, § 26, 31, 32 and 33, in perpetuity. This Agreement is made for the benefit of the Town shall be deemed to be the holder of the affordable housing restriction created by this Agreement. The Town has determined that the acquiring of such affordable housing restriction is in the public interest. Notwithstanding the foregoing or anything in this Agreement to the contrary, the term of this Agreement shall expire, and this Agreement shall be of no further force and effect, at such time as no portion of the Development or Property is any longer used as multi-family housing pursuant to the Comprehensive Permit. Further, this Agreement shall terminate and be of no further force and effect with respect to all the Affordable Units to the extent that the provisions of Chapter 40B (or any amendment or successor statute thereto) no longer require that any of the units in the Development be restricted for low and moderate income housing.

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

12. If any default, violation or breach by AvalonBay is not cured within thirty (30) days after notice to AvalonBay thereof (or such longer period of time as is reasonably necessary to cure such a default so long as AvalonBay is diligently and continuously prosecuting such a cure), then the Town may take one or more of the following steps: (a) by mandamus or other suit, action or other proceeding at law or in equity, require AvalonBay to perform its obligations under this Agreement; (b) have access to, and inspect, examine and make copies of all of the books and records of AvalonBay pertaining to the Development; or (c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of AvalonBay under this Agreement. If the Town brings any claim to enforce this Agreement, and the Town finally prevails in such claim, AvalonBay shall reimburse the Town for its reasonable attorneys' fees and expenses incurred in connection with such claim.

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

14. if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, AvalonBay shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain the same percentage of Affordable Units [i.e. 28%] of the total number of units in the Development.

(Signatures on following page)

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

AVALONBAY:

LEXINGTON RIDGE - AVALON, INC.

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

Its

Hereunto duly authorized

STATE OF \_\_\_\_\_ )

) ss:

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of Lexington Ridge - Avalon, Inc., for and on behalf thereof, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

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

My commission expires:

(SEAL)



TOWN:

TOWN OF LEXINGTON

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

Its

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS )

) ss:

COUNTY OF MIDDLESEX )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of the TOWN OF LEXINGTON, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

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

My commission expires:

(SEAL)

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Update on Use of HOME Funds (5 min.)

### PRESENTER:

Elizabeth (Liz) Rust, Regional Housing  
Services Office

### ITEM NUMBER:

I.3

### SUMMARY:

Ms. Rust will update the Board on the use of federal HOME funds to be used for a portion of the purchase price for the Keeler Farm affordable housing property.

### SUGGESTED MOTION:

NA

### FOLLOW-UP:

RHSO will prepare materials for required public hearing.

### DATE AND APPROXIMATE TIME ON AGENDA:

4/11/2016

6:10 PM

### ATTACHMENTS:

Description	Type
☐ Status Memo from RHSO	Cover Memo



## Regional Housing Services Office

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

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

[www.RHSOHousing.org](http://www.RHSOHousing.org)  
[info@RHSOhousing.org](mailto:info@RHSOhousing.org)

To: Lexington Board of Selectmen  
From: Elizabeth Rust, RHSO  
CC: Carl Valente  
Re: HOME Project – Keeler Farm Way  
Date: April 6, 2016

This memo introduces the Keeler Farm HOME project and requests the Board support for the use of Lexington HOME funds.

The Keeler Farm project was just awarded CPA funds at 2016 Town Meeting. The purchase price is \$185,000. We are proposing to utilize Lexington's HOME funds for the project with the balance to come from CPA.

The HOME proposal is to grant ~\$70,000 to LexHAB for the purchase at Keeler Farm Way which is comprised of the entire FY16 Program Funds, and the anticipated entire FY17 Program Funds expected to be available this summer. The City of Newton has preliminarily agreed to 'lend' Lexington funds to bridge the timing for the funds.

Keeler Farm, located on 4.27 acres at 71 & 79 East Street, was awarded a Balanced Housing Special Permit Residential Development in 2011 (recorded at Book 57864, page 283) to create nine units, with one affordable units. The existing barn at 71 East Street has been renovated into a 1024 sf 2-bedroom affordable housing unit. The unit was offered to LexHAB to purchase the unit and operate it as rental housing. LexHAB plans to acquire this unit and operate it as rental housing for a household at 60% of the Boston-Cambridge-Quincy Area Median Income.

With the Board's vote of support, we will complete the required administrative activities and return to the Board so that the funds can be committed by the Consortium deadline June 30, 2016. We still have work to complete in terms of finalizing the project cost, completion of the Environmental Review, final approval by Newton to borrow the funds, final amount for FY17 and completion of the various legal documents including the affordable housing restriction.

The commitment of these HOME funds requires a publically noticed hearing to satisfy Lexington's public participation process. This hearing with the Selectmen will be held to review the materials and obtain approvals for the project, including:

- Substantial amendment to the Lexington Annual Action Plan to fund Keeler Farm, and to allocated Lexington's FY16 funds to the project
- Memorandum of Understanding to 'borrow' HOME funds from Newton and repay those from the FY17 funds when awarded by HUD this summer.
- HOME Funding Agreement and HOME Affordable Housing Restriction
- LIP application – to add the unit to the SHI in perpetuity

Approval of this project is recommended:

- HOME funds are best suited to fund rental projects.
- The project will benefit from the HOME contribution by reducing the CPA funds.
- Funding the project provides the opportunity to utilize the Lexington funds during the 'exclusive use' period.



# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Article Presentations/Discussion/Positions (15 min.)

### PRESENTER:

Joe Pato

### ITEM NUMBER:

I.4

### SUMMARY:

Ms. Tintocalis will present information on the Parking Management.

Ms. Ciccolo will present the Article 2 reort on Town-wide Process for Safety

Ms. McKenna may present the Tourism Report if they are ready.

### SUGGESTED MOTION:

### FOLLOW-UP:

### DATE AND APPROXIMATE TIME ON AGENDA:

4/11/2016

6:15 PM

### ATTACHMENTS:

Description	Type
☐ Article 10p Presentation	Backup Material
☐ Article 2 - Town-wide Process for Safety (Article 45 of the 2015 Town Meeting)	Presentation
☐ Article Positions	Backup Material

# Article 10(p)

## Parking Meter Replacement

---

ANNUAL TOWN MEETING 2016  
LEXINGTON, MA



LAST YEAR  
TOWN MEETING  
APPROVED  
\$125,000

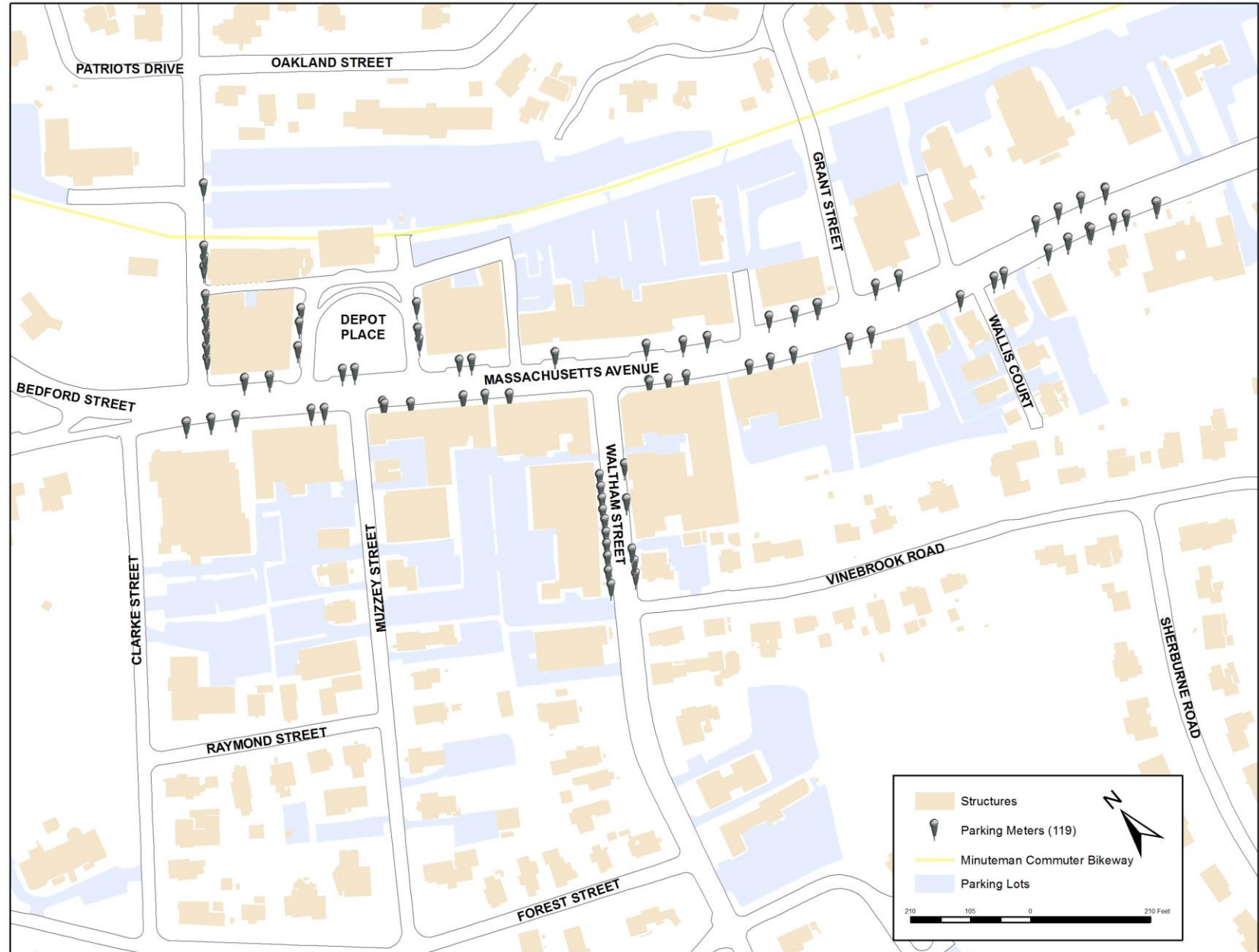
119 SPACES

83 = Massachusetts Ave.

16 = Waltham Street

11 = Meriam Street

9 = Depot Square



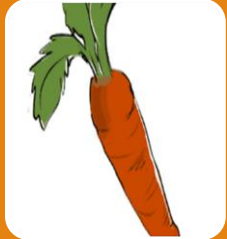
# Upgrade Benefits

---

FOR VISITORS, RESIDENTS, & BUSINESSES:



Convenience



Parking Friendly  
Options

FOR TOWN:

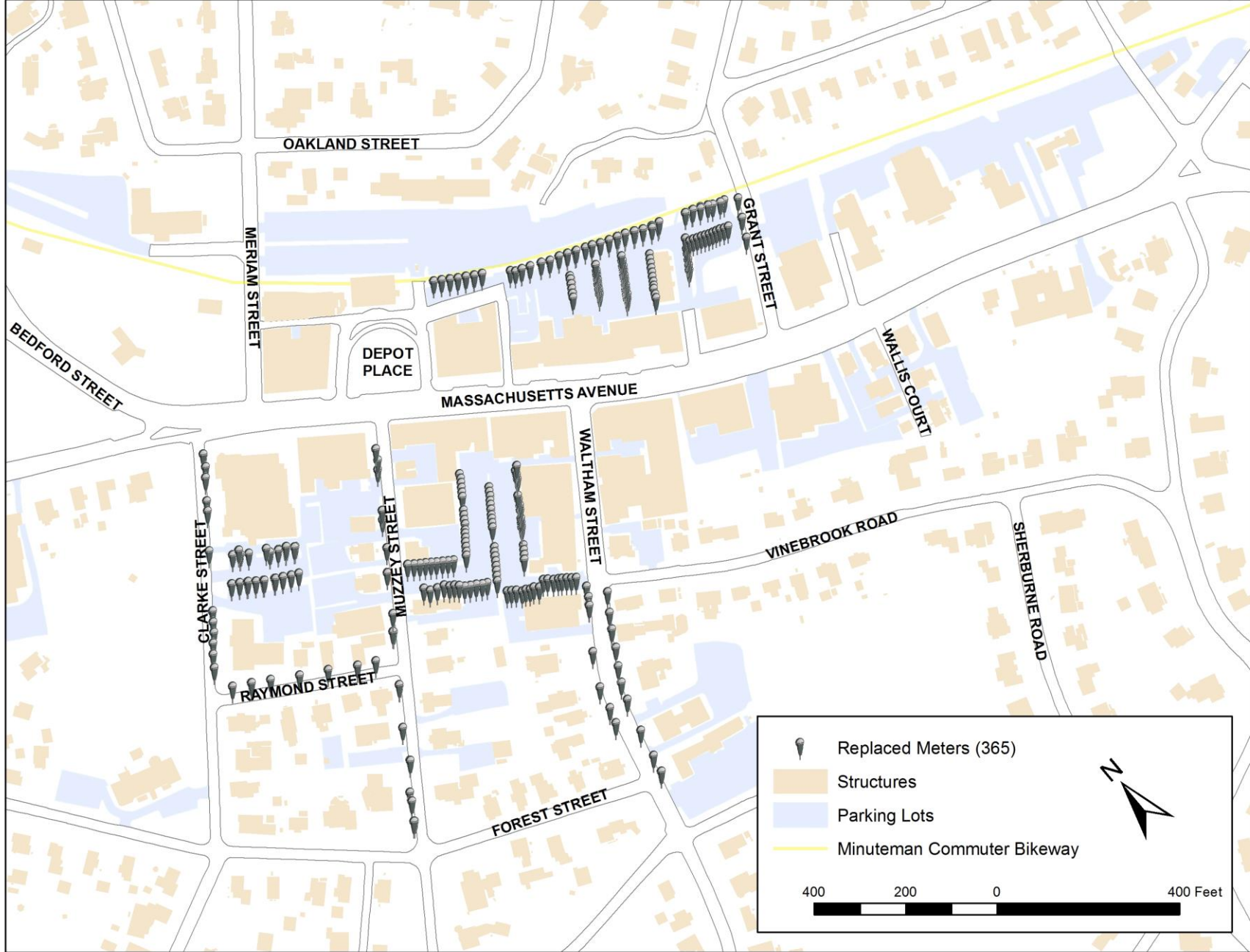


Data Collection &  
Reporting



Management  
Efficiency

# Remaining Meters to be Replaced





Thank you

---

# Board of Selectmen Report 2015 Town Meeting Article 45 Town-Wide Process for Safety



# Article 45 – ATM 2014

## TOWN-WIDE PROCESS FOR SAFETY

To see if Town Meeting will vote to recommend that the Selectmen make it a priority to develop a town-wide process to improve safety for pedestrians and cyclists in a unified, efficient and speedy way; or act in any other manner in relation thereto.

**DESCRIPTION:** This article requests a resolution encouraging the Town to make the process for citizens raising safety issues more simple.

# Plan of Action

- Administrative Changes & Policy Adoption
- Committee Coordination
- Data Collection & Information Sharing
- Funding



# Administrative Changes

October 2014 - Board of Selectmen dissolved the Traffic Safety Advisory Committee (TSAC), replaced by a Town Manager appointed working group, the **Transportation Safety Group (TSG)**.

Department Staff	Liaisons
Planning	Bicycle Advisory Committee
Engineering	Transportation Advisory Committee
School	Safe Routes to School
Police	Commission on Disability

# Submit Safety Issues

<http://www.lexingtonma.gov/transportation-safety-group/pages/transportation-safety-requests>



Town of  
**Lexington**  
Massachusetts

[f](#) [t](#) [e](#)

Powered by [Google Translate](#)

[HOME](#) [DEPARTMENTS](#) [BOARDS & COMMITTEES](#) [VISITORS](#) [CONTACT US](#) [HELP CENTER](#)

[Ongoing Safety Projects](#)  
[Transportation Safety Improvement Map](#)  
[Transportation Safety Requests](#)

Home » [Departments](#) » [Planning Department](#) » [Transportation Safety Group](#) [←](#) [🖨](#)

## Transportation Safety Requests

Traffic concerns that require immediate attention should be called in to the Dispatch Center at 781-862-1212 and a Police Officer will be dispatched as needed.

Also, transportation safety concerns may exist in your neighborhood such as crosswalks and signage that you wish to review. You may address these concerns in the following ways.

You may complete a [Transportation Safety Request Form](#) and submit it to:  
Email: [transpsafety@lexingtonma.gov](mailto:transpsafety@lexingtonma.gov)  
U.S. Mail: Lexington Police Dept, 1575 Mass Ave, Lexington MA 02420 Attn: Captain Michael McLean.  
If you would prefer to discuss a transportation safety issue, please call Captain Michael McLean at 781-862-1212

The Police Department reviews all traffic concerns to assess safety issues and identify where consultation with staff from the Engineering, Planning or School Departments is needed. Discussing these issues in the Traffic Safety Group facilitates coordination among different departments.

**TOWN GOVERNMENT**  
[Town Meeting](#) [Sign up for Email](#)  
[Selectmen](#) [Online Services](#)  
[Public Records](#) [MORE »](#)

**BUILDING & ZONING**  
[Permits](#)  
[Board of Appeals](#)  
[Planning Department](#)  
[MORE »](#)

**RECREATION & PROGRAMS**  
[Recreation Programs](#)  
[Community Center](#)  
[Human Services](#)  
[MORE »](#)

**PERMITS & LICENSES**  
[Public Health](#)  
[Dog Licenses](#)  
[Firearms Licenses & FID cards](#)  
[MORE »](#)

**TOWN SERVICES**  
[Trash, Recycling & Compost](#)  
[Lexpress Bus](#)  
[Police](#) [Library](#) [Schools](#)  
[MORE »](#)

**PAYMENTS, FINES & FEES**  
[Online Payments](#)  
[Property Taxes](#)  
[Paying Parking Tickets](#)  
[MORE »](#)

# Policy Adoption

June 17<sup>th</sup>, 2014 – School Committee approved Traffic Safety & Mitigation Policy

*“The goal of the School Committee Traffic Safety and Mitigation Policy is to improve safety by affecting driver behavior and the quality of life for residents, pedestrians, bicyclists, and motorists. In addition, it is to ensure that school traffic plans do not hinder quick response time for emergency service vehicles including fire trucks, police cars, ambulances, and large vehicles such as school buses and trucks used for providing essential municipal, school, and resident services.”*



# Policy Adoption

March 7<sup>th</sup>, 2016 - Board of Selectmen adopted a Complete Streets Policy

*"It is the intent of the Board of Selectmen to consider, as a matter of practice, the implementation of Complete Streets elements during the planning and design of capital projects so that they are safe for users of all ages and abilities. This policy guides decision-makers to consistently plan, design, and construct capital projects to accommodate all anticipated users."*





# Committee Coordination

- Board is continuing to explore the possibility of restructuring some existing transportation related committees.
- Town Manager and School Superintendent have begun discussions regarding appropriate location for Safe Routes to School Coordinator
- Bike Walk 'N Bus Week
- Continue Quarterly Transportation Forums
- Transportation Safety Group assigned to:
  - Administer New Sidewalk Request Process
  - Re-evaluate Lexington's Traffic Calming Policy
  - Support School Committee's Traffic Safety & Mitigation Policy

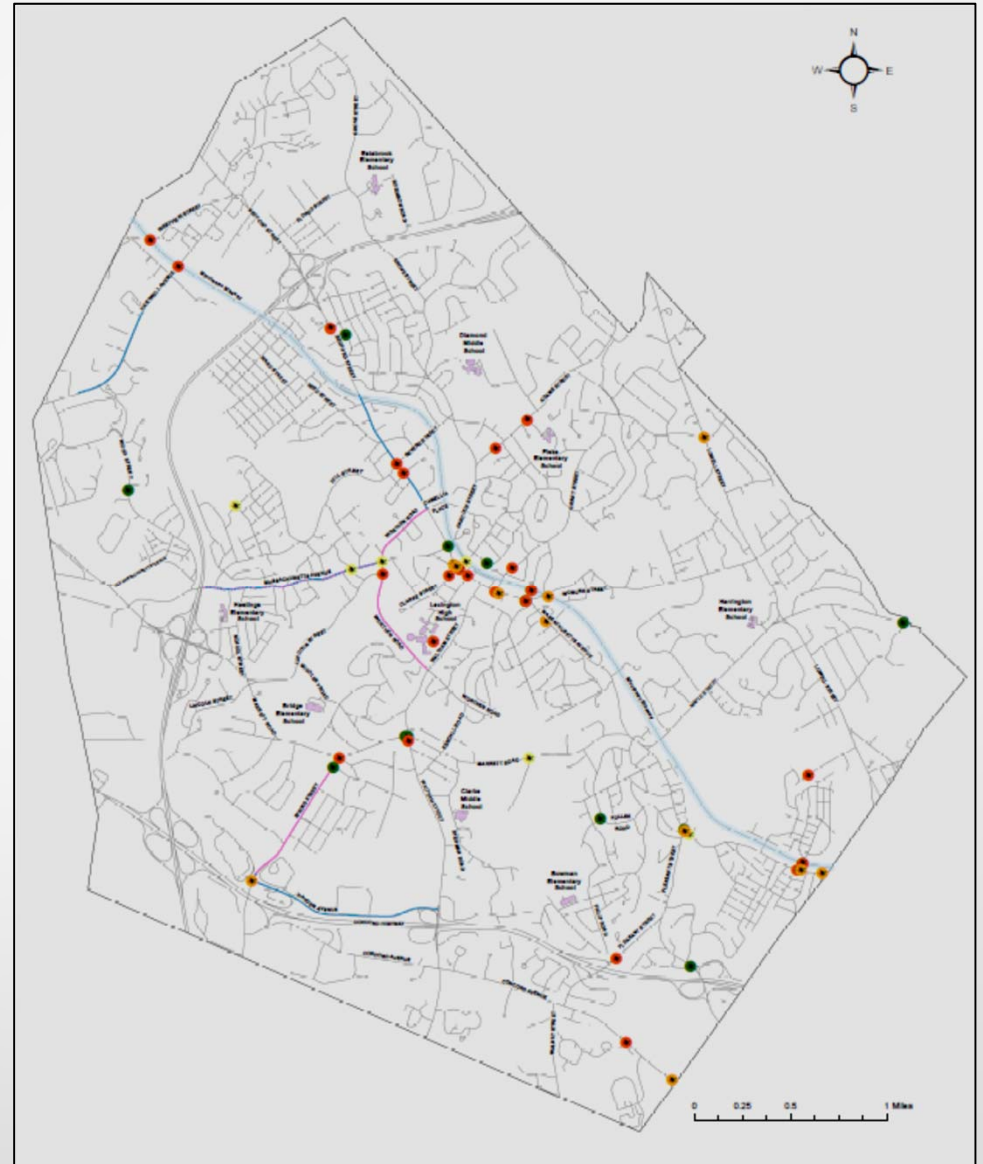
# Data Collection & Information Sharing



GPS Location of Bike Racks



GPS Location of Bus Stops



Example of Bicycle & Pedestrian  
Crash History Map

# Data Collection & Information Sharing

[www.lexingtonma.gov/transportation-safety-group/pages/transportation-safety-improvement-map](http://www.lexingtonma.gov/transportation-safety-group/pages/transportation-safety-improvement-map)

The screenshot shows the Town of Lexington website. At the top left is the town seal and logo. To the right are social media icons (Facebook, Twitter, Email), a language selection dropdown, and a search bar. Below this is a navigation menu with links for HOME, DEPARTMENTS, BOARDS & COMMITTEES, VISITORS, CONTACT US, and HELP CENTER. A left sidebar contains three menu items: Ongoing Safety Projects, Transportation Safety Improvement Map (highlighted), and Transportation Safety Requests. The main content area has a breadcrumb trail: Home » Departments » Planning Department » Transportation Safety Group. The page title is "Transportation Safety Improvement Map". Below the title is a paragraph explaining that the map identifies recently completed and ongoing capital projects for pedestrian and bicycle accommodations, as well as implemented and ongoing safety requests. A map of Lexington, MA, is displayed below the text, showing various streets and project locations marked with red lines and dots. The footer contains three columns of links: TOWN GOVERNMENT (Town Meeting, Selectmen, Public Records, Sign up for Email, Online Services, MORE »), RECREATION & PROGRAMS (Recreation Programs, Community Center, Human Services), and TOWN SERVICES (Trash, Recycling & Compost, Express Bus, Police, Library, Schools).

**Town of Lexington**  
Massachusetts

HOME DEPARTMENTS BOARDS & COMMITTEES VISITORS CONTACT US HELP CENTER

Ongoing Safety Projects  
Transportation Safety Improvement Map  
Transportation Safety Requests

Home » Departments » Planning Department » Transportation Safety Group

## Transportation Safety Improvement Map

The map below identifies recently completed as well as ongoing capital projects which include pedestrian and bicycle accommodations. Viewers can also identify the location of implemented safety requests submitted to the Transportation Safety Group as well as ongoing requests requiring further analysis.

**TOWN GOVERNMENT**  
[Town Meeting](#) [Sign up for Email](#)  
[Selectmen](#) [Online Services](#)  
[Public Records](#) [MORE »](#)

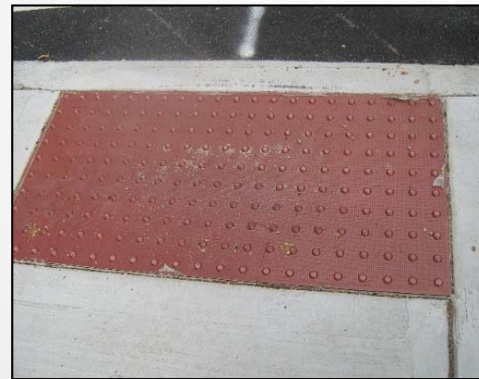
**RECREATION & PROGRAMS**  
[Recreation Programs](#)  
[Community Center](#)  
[Human Services](#)

**TOWN SERVICES**  
[Trash, Recycling & Compost](#)  
[Express Bus](#)  
[Police](#) [Library](#) [Schools](#)

# Data Collection & Information Sharing

## From 2010 -2015

- ~9.6 miles of existing sidewalk were repaired or reconstructed
- 22 handicap ramps installed
- ~.9 miles of new sidewalk constructed
- ~2 miles of on-street bike accommodations striped
- 7 signalized intersections were serviced & upgraded
- 2 new signalized intersections installed



# Funding

Between FYs 2008 and 2011, Town Meeting provided capital funding for “traffic mitigation” distinct from other transportation initiatives. Funding was appropriated to:

## Collect Data & Perform Analysis To Review Citizen Requests & Make Recommendations

### Examples of Past Transportation Improvements

- Conducted a Town-wide Traffic Signal Inventory
- Installation of Crosswalk on Pleasant St near Worthen Rd East
- Installation of Crosswalk on Worthen Rd near Stop & Shop
- Implementation of Shade St Traffic Calming Measures
- Development of Survey Plans for Prospect Hill Rd
- Preliminary Traffic Analysis and Development of Concepts for Mass Ave & Worthen Rd Intersection

**ARTICLE POSITIONS  
2016 SPECIAL AND ANNUAL TOWN MEETING**

<b>ARTICLE</b>	<b>SPECIAL TOWN MEETING 2016-3</b>	<b>PRESENTATION</b>	<b>JP</b>	<b>PK</b>	<b>NC</b>	<b>MC</b>	<b>SB</b>	<b>AC</b>	<b>CEC</b>	<b>SC</b>
Article 2	Appropriate for Middle Schools – Additions and Remodeling		Yes	Yes	Yes	Yes	Yes			
Article 3	PEG Access and Cable Related Fund Acceptance	IP	Yes	Yes	Yes	Yes	Yes			
<b>ARTICLE</b>	<b>ANNUAL TOWN MEETING - FINANCIAL ARTICLES</b>	<b>PRESENTATION</b>	<b>JP</b>	<b>PK</b>	<b>NC</b>	<b>MC</b>	<b>SB</b>	<b>AC</b>	<b>CEC</b>	<b>SC</b>
Article 4	Appropriate FY2017 Operating Budget		Yes	Yes	Yes	Yes	Yes			
Article 5	Appropriate FY2016 Enterprise Funds Budgets		Yes	Yes	Yes	Yes	Yes			
Article 6	Appropriate for Senior Service Program		Yes	Yes	Yes	Yes	Yes			
Article 7	Establish and Continue Departmental Revolving Funds and Special Revenue Fund		Yes	Yes	Yes	Yes	Yes			

ARTICLE	FINANCIAL ARTICLES	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 8	Appropriate the FY2017 Community Preservation Committee Operating Budget and CPA Projects:	3/2								
	a) Munroe Tavern Archaeological Dig	IP	Yes	Yes	Yes	Yes	Yes			
	b) Munroe Center for the Arts Window Study		Yes	Yes	Yes	Yes	Yes			
	c) Lexington Arts & Crafts Society Parsons Gallery Lighting Renovation		Wait	No	Yes	Wait	Wait			
	d) Visitor Center Renovation	IP	Yes	Yes	Yes	Yes	Yes			
	e) Keeler Farm Community Housing Acquisition		Yes	Yes	Yes	Yes	Yes			
	f) Greeley Village Rear Door and Porch Preservation		Yes	Yes	Yes	Yes	Yes			
	g) Wright Farm Barn Needs Assessment and Feasibility Study		Yes	Yes	Yes	Yes	Yes			
	h) Antony Park Construction Funds	3/30	No	Yes	Yes	Yes	Yes			
	i) Minuteman Bikeway Wayfinding Signs Implementation		Yes	Yes	Yes	Yes	Yes			
	j) Town Pool Renovation Design and Engineering Costs		Yes	Yes	Yes	Yes	Yes			
	k) Park Improvements – Hard Court Resurfacing		Yes	Yes	Yes	Yes	Yes			
	l) Granite Forest Pocket Park Construction at Lincoln Park		Yes	Yes	Yes	Yes	Yes			
	m) Park Improvements – Athletic Fields		Yes	Yes	Yes	Yes	Yes			
	n) Park and Playground Improvements		Yes	Yes	Yes	Yes	Yes			
	o) Grain Mill Alley Design Implementation	3/30 bring back portion forward	Yes	Yes	Yes	Yes	Yes			
	p) CPA Debt Service		yes	Yes	Yes	Yes	Yes			
	q) Administrative Budget		yes	Yes	Yes	Yes	Yes			
Article 9	Appropriate for Recreation Capital Projects		Yes	Yes	Yes	Yes	Yes			

ARTICLE	FINANCIAL ARTICLES	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 10	Appropriate for Municipal Capital Projects and Equipment	IP								
	a) Center Streetscape Improvements and Easements		Yes	Yes	Yes	Yes	Yes			
	b) DPW Equipment		Yes	Yes	Yes	Yes	Yes			
	c) Street Improvements and Easements		Yes	Yes	Yes	Yes	Yes			
	d) Storm Drainage Improvements and NPDES Compliance		Yes	Yes	Yes	Yes	Yes			
	e) Hydrant Replacement Program		Yes	Yes	Yes	Yes	Yes			
	f) Comprehensive Watershed Storm Water Management Implementation		Yes	Yes	Yes	Yes	Yes			
	g) Massachusetts Avenue – Three Intersections Improvements and Easements		Recuse	No	Yes	Yes	Yes			
	h) Sidewalk Improvements, Additions, Designs and Easements		Yes	Yes	Yes	Yes	Yes			
	i) Town-wide Culvert Replacement		Yes	Yes	Yes	Yes	Yes			
	j) Town-wide Signalization Improvements		Yes	Yes	Yes	Yes	Yes			
	k) Cary Memorial Library Walkway Replacement		Yes	Yes	Yes	Yes	Yes			
	l) Pleasant Street Sidewalk and Easements		Yes	Yes	Yes	Yes	Yes			
	m) Replace Town-wide Phone Systems – Phase V		Yes	Yes	Yes	Yes	Yes			
	n) Head End Equipment Replacement/ Packet Shaper – Phase V		Yes	Yes	Yes	Yes	Yes			
	o) Election System Upgrade	Yes	Yes	Yes	Yes	Yes				
	p) Parking Meter Replacement – Phase 2	Yes	Yes	Yes	Yes	Yes				
	q) Transportation Mitigation	Yes	Yes	Yes	Yes	Yes				
	r) Ladder Truck Replacement	Yes	Yes	Yes	Yes	Yes				
	s) Public Safety Radio Stabilization	Yes	Yes	Yes	Yes	Yes				
Article 11	Appropriate for Water System Improvements	IP	Yes	Yes	Yes	Yes	Yes			
Article 12	Appropriate for Wastewater System Improvements		Yes	Yes	Yes	Yes	Yes			



ARTICLE	FIANNCIAL ARTICLES	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 13	Appropriate for School Capital Projects and Equipment		Yes	Yes	Yes	Yes	Yes			
Article 14	Appropriate for School Zone Traffic Calming (Citizen Article)	IP	Yes	Yes	Yes	Yes	Yes			
Article 15	Appropriate for Public Facilities Capital Projects: a) Town-wide Roofing Program b) School Building Envelopes and Systems Program c) LHS Heating Systems Upgrade d) Municipal Building Envelopes and Systems e) Building Flooring Program f) Public Facilities Bid Document g) Diamond Middle School Renovations - Construction h) Clarke Middle School Renovations – Construction i) School Traffic Safety Improvements j) Security Camera Upgrade to Digital from Analog k) Munroe School Roof l) LHS Security Evaluation and Upgrade m) LHS Guidance Space Mining – Design n) LHS Nurse Office and Treatment Space – Design o) LHS Fitness Center/Athletic Training Floor p) Fire Headquarters Exercise Room		Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes			
Article 16	Appropriate for Advice and Analysis – Getting to Net Zero	3/2 – wait for motion	Yes	Yes	Yes	Yes	Yes			
Article 17	Victory Garden Way Acceptance		Yes	Yes	Yes	Yes	Yes			
Article 18	Appropriate to Post Employment Insurance Liability Fund		Yes	Yes	Yes	Yes	Recuse			
Article 19	Appropriate Bonds and Notes Premiums	IP	Yes	Yes	Yes	Yes	Yes			
Article 20	Rescind Prior Borrowing Authorizations		Yes	Yes	Yes	Yes	Yes			

<b>ARTICLE</b>	<b>FINANCIAL ARTICLES</b>	<b>PRESENTATION</b>	<b>JP</b>	<b>PK</b>	<b>NC</b>	<b>MC</b>	<b>SB</b>	<b>AC</b>	<b>CEC</b>	<b>SC</b>
Article 21	Establish and Appropriate To and From Specified Stabilization Funds		Yes	Yes	Yes	Yes	Yes			
Article 22	Appropriate to Stabilization Fund	IP	Yes	Yes	Yes	Yes	Yes			
Article 23	Appropriate from Debt Service Stabilization Fund		Yes	Yes	Yes	Yes	Yes			
Article 24	Appropriate for Prior Years' Unpaid Bills	Unknown								
Article 25	Amend FY2016 Operating, Enterprise and CPA Budgets	TBD								
Article 26	Appropriate for Authorized Capital Improvements	TBD								
<b>ARTICLE</b>	<b>GENERAL ARTICLES</b>	<b>PRESENTATION</b>	<b>JP</b>	<b>PK</b>	<b>NC</b>	<b>MC</b>	<b>SB</b>	<b>AC</b>	<b>CEC</b>	<b>SC</b>
Article 27	Establish Qualifications for Tax Deferrals	3/14	Yes	Yes	Yes	Yes	Yes			
Article 28	Accept Chapter 59, Section 2D of the MGL (Citizen Article)	3/14-IP	Yes	Yes	Yes	Yes	Yes			
Article 29	Amend General Bylaws – Neighborhood Conservation Districts	3/7	Yes	Yes	Yes	Yes	Yes			
Article 30	Amend General Bylaws – Demolition of Buildings	3/21	Yes	Yes	Yes	Yes	Yes			
Article 31	Amend General Bylaws – Contracts and Deeds	TBD	Yes	Yes	Yes	Yes	Yes			
Article 32	Amend General Bylaws – Trees	IP								
Article 33	Amend General Bylaws – Trees	IP								
Article 34	Amend General Bylaws – Guns	New resolution	Yes	No	Wait	Yes	No			
Article 35	Lexpress Resolution	3/7 Resolution	Wait	Wait	Wait	Wait	Wait			
<b>ARTICLE</b>	<b>ZONING/LAND USE ARTICLES</b>	<b>PRESENTATION</b>	<b>JP</b>	<b>PK</b>	<b>NC</b>	<b>MC</b>	<b>SB</b>	<b>AC</b>	<b>CEC</b>	<b>SC</b>
Article 36	Amend Zoning Bylaw – National Flood Insurance District	3/7	Yes	Yes	Yes	Yes	Yes			
Article 37	Amend Zoning By-Law – Technical Corrections	3/7	Yes	Yes	Yes	Yes	Yes			
Article 38	Amend Zoning Map – Government-Civic District(s)	3/7	Yes	Yes	Yes	Yes	Yes			
Article 39	Amend Zoning By-Law – Maximum Height of Structures	3/14	Yes	Yes	Yes	Yes	Yes			
Article 40	Amend Zoning By-Law – Accessory Apartments	3/14	Yes	Wait	Yes	Yes	Yes			

<b>ARTICLE</b>	<b>ZONING/LAND USE ARTICLES</b>	<b>PRESENTATION</b>	<b>JP</b>	<b>PK</b>	<b>NC</b>	<b>MC</b>	<b>SB</b>	<b>AC</b>	<b>CEC</b>	<b>SC</b>
Article 41	Amend Zoning By-Law – Floor Area Ratio (FAR)	3/7	Yes	No	Wait	Wait	Wait			
Article 42	Amend Zoning By-Law – Two-Family Homes	3/14	Wait	No	No	Yes	No			
Article 43	Amend Zoning By-Law – Banking and Real Estate Service Uses in the CB District	3/14 & 4/6	Yes	Yes	Yes	Yes	Yes			
Article 44	Amend Zoning By-Law – Planned Development Districts	3/7	Yes	Yes	Yes	Yes	Yes			
Article 45	Amend Zoning By-Law - Brookhaven				Abstain					

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Center Streetscape Design Review Ad Hoc Committee (10 min.)

### PRESENTER:

Michelle Ciccolo and Suzie Barry

### ITEM NUMBER:

I.5

### SUMMARY:

Attached is a copy of the proposed charge that I emailed to you on Thursday. If you have any additional comments please let me know before Monday's Meeting.

Also attached is a list of names for appointment to the Committee.

### SUGGESTED MOTION:

Motion to approve the Center Streetscape Design Review Ad Hoc Committee charge.

Motion to designate members as Special Municipal Employees.

Motion to appoint \_\_\_\_\_ to the Center Streetscape Design Review Ad Hoc Committee.

### FOLLOW-UP:

Selectmen's Office

### DATE AND APPROXIMATE TIME ON AGENDA:

4/11/2016

6:30 PM

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proposed Center Streetscape Design Review Ad Hoc Committee	Backup Material

📄 List of Proposed Members for Center Streetscape Design Review Ad Hoc Backup Material  
Committee

# CENTER STREETSCAPE DESIGN REVIEW AD HOC COMMITTEE

- Members:** 9 Members (6 liaisons, 1 Chair as non-voting facilitator)
- Appointed by:** Board of Selectmen
- Length of Term:** Upon completion of all recommendations to the Board of Selectmen in accordance with the established deliverables schedule as outlined below.
- Meeting Times:** As determined by the Committee.  
Provide for a minimum of two evening meetings to solicit public comment
- Description:** To evaluate and make a recommendation on the various design elements (excluding engineering items related to traffic) for the Center Streetscape Project.
- Vision:** The Center Streetscape Project is envisioned as a capital improvement effort that, when completed, will enable Lexington Center to achieve its many objectives of providing an inclusive, vibrant, welcoming environment. The project will do this by enhancing and preserving the Center's historic resources, addressing much needed maintenance, and augmenting streetscape amenities to support and expand commerce, tourism, and leisure activities. The project vision recognizes that all its users - visitors, residents, and employees - must be able to safely and comfortably access the center through all modes of transportation.
- Mission:** To ensure that Lexington Center continues to be the hub of Lexington's commercial, social and leisure activity, where all are welcome in the celebration of Community.

The work of the Ad Hoc Center Streetscape Design Review Committee will include making recommendations to the Board of Selectmen on the following design elements as presented by the Town of Lexington Engineering Division in consultation/conjunction with the Center Streetscape Project Consultant in the order listed:

- Sidewalks (material & width, pedestrian safety and convenience)
- Street Lighting (style)
- Buffers (stone walls, thin planters etc.)
- Seating (benches, tables, chairs)
- Bicycle amenities (racks, loops)
- Informational Signage
- Trash/Recycle Receptacles

- Planters (type, location)
- Landscaping (trees, shrubs, soil used)
- Educational and Interpretive Elements (wayfinding, historical interpretive signage, markers, bollards, fencing etc.)
- Maintenance and upkeep

The Center Streetscape Project design phase has a defined scope of improving the safety and accessibility for all modes of transportation (vehicular, pedestrian, bicycle, busses) on the roadway and sidewalks within the defined Center Streetscape project area of Massachusetts Avenue at Woburn Street westerly to Meriam Street (exclusive of the Battle Green Master Plan area).

The Committee is reminded of the affirmative vote of the Spring 2015 Annual Town Meeting on Article 42-Commission on Disability Request (149-10) and Article 45-Townwide Process for Safety (160-0). The former vote called on the Town to utilize materials in sidewalk construction that would minimize vibration and the latter vote directed the Town to focus efforts on improving bicycle and pedestrian safety. The Committee is also reminded of the Town's recent Complete Streets policy adoption, a copy of which policy is attached.

**Deliverables:**

- **Tier 1 by September 15<sup>th</sup>, 2016**
  - The sidewalk materials and widths of the various materials as well as the decision on the south side newer sidewalk area.
  - Lighting style (as this theme tends to carry through to other streetscape design elements and the design, number of posts, heights, and costs can be significantly impacted by style)
- **Tier 2 by November 1, 2016**
  - Edging
  - Roadway features
  - Stone walls
  - Granite posts, bollards and interpretive markers in pavement
  - Structural soil
  - Infiltration basin
- **Tier 3 by December 15, 2016**
  - Amenities (tables and chairs)
  - Thin planters
  - Interpretive elements
  - Trees

**Criteria for Membership:** The members shall consist of members of other committees. Appointments will be made by the Board of Selectmen, who will also designate a Chairman who will serve to facilitate the meetings but will not have a vote. One representative from each of the following nine boards/committees will constitute this committee:

- Bicycle Advisory Committee
- Center Committee
- Commission on Disability
- Design Advisory Committee
- Historic Districts Commission
- Historical Commission
- Planning Board
- Tourism Committee
- Tree Committee

**Staff Support:** The Town Engineering Division will provide staff support to the committee.

**Ex Officio/Liaisons (non-voting):**

- Appropriations Committee
- Capital Expenditures Committee
- Lexington Chamber of Commerce
- Lexington Field and Garden Club
- Lexington Historical Society
- Lexington Retailers Association

**Prior to serving as a member of this Committee, appointees are required to:**

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

**Ref:** Adopted by the Board of Selectmen on February 22, 2016. Amended on April 6, 2016. Board of Selectmen voted to designate as Special Municipal Employees on February 22, 2016.



Proposed Center Streetscape Design Review Ad Hoc Members:

Chair	Howard Levin
Bicycle Advisory Committee	Peggy Enders
Center Committee	Pam Shadley
Commission on Disability	Victoria Buckley
Design Advisory Committee	Timothy Lee
Historic Districts Commission	Anne Eccles
Historical Commission	Wendall Kalsow
Planning Board	Nancy Corcoran-Ronchetti
Tourism Committee	----
Tree Committee	John Frey

Liaisons:

Appropriation Committee	Beth Masterman
Capital Expenditures Committee	Wendy Manz
Chamber of Commerce	Ada Wong
Historical Society	David Wells
Field and Garden Club	Meg Himmel
Retailers Association	Eric Michelson

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Water and Sewer Adjustments

### PRESENTER:

David J Pinsonneault

### ITEM NUMBER:

C.1

### SUMMARY:

Adjustments to Water & Sewer as recommended by WSAB 3/17/16 (\$60,042.02)

### SUGGESTED MOTION:

Motion to approve the Water & Sewer adjustments as noted above.

### FOLLOW-UP:

Treasurer/Collector

### DATE AND APPROXIMATE TIME ON AGENDA:

4/11/2016

6:40 PM

### ATTACHMENTS:

Description	Type
☐ BOS 4-11-16 WSAB 3-17-16	Cover Memo



**FY2016**  
**ADJUSTMENTS TO WATER/ SEWER**  
**AS RECOMMENDED BY THE WATER AND SEWER ABATEMENT BOARD**  
**WSAB 3/17/16 BOS**

ACCOUNT	NBR	STREET	WATER	SEWER	TOTAL	BILL	YEAR
0200597400	40	Adams Street	(\$9,991.26)	(\$50,050.76)	(\$60,042.02)	834919	2016
			(\$9,991.26)	(\$50,050.76)	(\$60,042.02)		

THE SUM SET AGAINST THE ABOVE ACCOUNTS IS HEREBY ADJUSTED.

<b>WATER</b>	<b>SEWER</b>	<b>TOTAL</b>
(\$9,991.26)	(\$50,050.76)	(\$60,042.02)

DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN 4/11/2016

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Proclamation - National Public Works Week

### PRESENTER:

Joe Pato

### ITEM NUMBER:

C.2

### SUMMARY:

You are being asked to sign the proclamation for National Public Works Week.

### SUGGESTED MOTION:

Motion to approve the consent agenda.

### FOLLOW-UP:

Selectmen's Office

### DATE AND APPROXIMATE TIME ON AGENDA:

4/11/2016

6:40 PM

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proposed Proclamation for National Public Works Week	Backup Material



# Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

JOSEPH N. PATO, CHAIRMAN  
PETER C.J. KELLEY  
NORMAN P. COHEN  
MICHELLE L. CICOLO  
SUZANNE E. BARRY

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

## *Proclamation*

**Whereas:** the services of the Public Works Department in Lexington are an integral part of the everyday lives of all of its citizens; and

**Whereas:** the support of the citizens of Lexington is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection and disposal; and

**Whereas:** the health, safety and comfort of the citizens of Lexington greatly depends on its public works services; and

**Whereas:** the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works employees; and

**Whereas:** the efficiency of the qualified and dedicated employees in the public works department is materially influenced by the knowledge that their work is appreciated.

*NOW, THEREFORE, WE, THE BOARD OF SELECTMEN* of the Town of Lexington, Massachusetts, do hereby proclaim the week of May 15 to 21, 2016 as

## **National Public Works Week**

in the Town of Lexington and call upon all citizens to join us in recognizing the employees of the Lexington Public Works Department.

*IN WITNESS WHEREOF*, we have set our hands and caused the seal of Lexington to be affixed herewith on the 11<sup>th</sup> of April 2016.

---

---

---

---

---

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Proclamation - National Public Safety Telecommunicator's Week

### PRESENTER:

Joe Pato

### ITEM NUMBER:

C.3

### SUMMARY:

You are being asked to sign the National Public Safety Telecommunicator's Week Proclamation.

### SUGGESTED MOTION:

Motion to approve the consent agenda.

### FOLLOW-UP:

### DATE AND APPROXIMATE TIME ON AGENDA:

4/11/2016

6:40 PM

### ATTACHMENTS:

Description

Type

☐ Proposed Proclamation for National Public Safety Telecommunicator's Week Backup Material



# Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

JOSEPH N. PATO, CHAIRMAN  
PETER C.J. KELLEY  
NORMAN P. COHEN  
MICHELLE L. CICOLO  
SUZANNE E. BARRY

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

## Proclamation

- Whereas:** emergencies can occur at any time requiring police, fire or emergency medical services;
- Whereas:** when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property;
- Whereas:** the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who contact the Town of Lexington, Massachusetts Public Safety Dispatch Center;
- Whereas:** Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services;
- Whereas:** Public Safety Dispatchers are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety;
- Whereas:** the Public Safety Dispatchers of the Town of Lexington have contributed substantially to the apprehension of criminals, suppression of fires, treatment of patients and comfort to resident callers;
- Whereas:** in calendar year 2015, the Town of Lexington Dispatch Center logged 15,748 police, fire and ambulance calls. These included 2,150 medical calls requiring a dispatcher to adhere to strict Emergency Medical Dispatching protocols. In FY 2015 the Dispatch center received approximately 30,000 telephone calls, including 5,800 emergency 9-1-1 calls;
- Whereas:** each Public Safety Dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW, THEREFORE, WE, THE BOARD OF SELECTMEN** of the Town of Lexington, Massachusetts do hereby proclaim the week of April 10 to 16, 2016 as:

### **National Public Safety Telecommunicator's Week**

in the Town of Lexington and call upon all citizens to join us in recognizing the Town of Lexington Public Safety Dispatchers whose diligence and professionalism keep our town and citizens safe.

*IN WITNESS WHEREOF*, we have set our hands and caused the seal of Lexington to be affixed herewith on the 11<sup>th</sup> of April 2016.

---

---

---

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Use of the Battle Green - Old Guard Performance

### PRESENTER:

Suzie Barry

### ITEM NUMBER:

C.4

### SUMMARY:

See attached request from the Town Celebrations Committee regarding an Old Guard Performance.

### SUGGESTED MOTION:

Motion to approve the consent agenda.

### FOLLOW-UP:

### DATE AND APPROXIMATE TIME ON AGENDA:

4/11/2016

6:40 PM

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> TCC Request for Old Guard Performance	Backup Material





*Town of Lexington  
Town Celebrations Committee*

April 4, 2016

Mr. Joseph Pato, Chairman  
Board of Selectmen  
Town of Lexington  
1625 Massachusetts Avenue  
Lexington, MA 02420

RE: Patriots' Day 2016

Dear Joe,

On behalf of the Town Celebrations Committee I would like to make the following requests in regards to Patriots' Day Weekend 2016:

**United States Army "Old Guard" performance:**

***Use of the Battle Green at 12:00 pm on Saturday, April 16, 2016 and at 12:00 pm on Monday, April 18, 2016*** for an event by the United States Army 3d U.S. Infantry Unit, "The Old Guard" to consist of a musical performance by the Old Guard Fife and Drum Corps and a firing demonstration by the Commander-in-Chief's Guard.

The 3d U.S. Infantry, traditionally known as "The Old Guard," is the oldest active-duty infantry unit in the Army, serving our nation since 1784

Since World War II, The Old Guard has served as the official Army Honor Guard and escort to the President. In that capacity, 3d Infantry soldiers are responsible for conducting military ceremonies at the White House, the Pentagon, national memorials and elsewhere in the nation's capital. In addition, soldiers of The Old Guard maintain a 24-hour vigil at the Tomb of the Unknowns, provide military funeral escorts at Arlington National Cemetery and participate in parades at Fort Myer and Fort Lesley J. McNair.

We are incredibly fortunate that the Old Guard wishes to return to Lexington not only for the parade on Monday but for a standalone performance on Saturday. We feel this is a wonderful opportunity for the Town of Lexington. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

Lorain Marquis & Rich McDonough, Co-Chairs

# AGENDA ITEM SUMMARY

## LEXINGTON BOARD OF SELECTMEN MEETING

### AGENDA ITEM TITLE:

Exemption 6: Consider Purchase, Exchange, Lease or Value of Real Property (Belmont Country Club and 20 Pelham Road) (15 min.)

### PRESENTER:

Carl Valente; Joe Pato

### ITEM NUMBER:

E.1

### SUMMARY:

Suggested motion for Executive Session: *Move that the Board go into Executive Session under Exemption 6, to consider the purchase, exchange, lease or value of real property (Belmont Country Club parcel in Lexington and 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 Belmont Country Club parcel and discussions with Montessori School.*
- 2. Update on 20 Pelham Road parcel*

### SUGGESTED MOTION:

NA

### FOLLOW-UP:

Town Manager's Office

### DATE AND APPROXIMATE TIME ON AGENDA:

4/11/2016

6:45 PM