

SELECT BOARD MEETING

Monday, January 27, 2025

Select Board Meeting Room, 1625 Massachusetts Avenue, Lexington, MA 02420 - Hybrid Participation*
6:30 PM

AGENDA

EXECUTIVE SESSION

1. Exemption 6: To Consider the Purchase, Lease, Exchange, Value of Real Property - Parcel 68-44 Located on Lowell Street

PUBLIC COMMENTS

Public comments are allowed for up to 10 minutes at the beginning of each meeting. Each speaker is limited to 2 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 Select Board's Office at 781-698-4580 if they wish to speak during public comment to assist the Chair in managing meeting times.

SELECT BOARD MEMBER CONCERNS AND LIAISON REPORTS

1. Select Board Member Announcements and Liaison Reports

TOWN MANAGER REPORT

1. Town Manager Weekly Update

CONSENT AGENDA

1. Approve: Common Victualler License
 - Nick's Restaurant of Lexington Inc. - 197 Massachusetts Avenue
2. Approve: Battle Green Permits - Lexington Minute Men
 - Rehearsal of Reenactment of the Civilian Evacuation - Saturday, March 29, 2025
 - Rehearsal of the Annual Battle of Lexington - Saturday, April 5, 2025
3. Approve: Patriots Day 2025 Requests
 - Lexington Historical Society/Lexington Minute Men: Reenactment of the Arrival of Paul Revere and William Dawes - April 18 - 19, 2025
 - Lexington Minute Men: Civilian Evacuation, Annual Reenactment & Parker's Revenge - Saturday, April 19, 2025
 - Town Celebrations Committee: Patriots Day Parade - Saturday April 19, 2025
 - Lexington Lions Club: 111th Annual Patriots' Day 5-Mile Road Race - Saturday April 19, 2025
4. Approve: Battle Green Permit - Historical Society: Annual Children's Reenactment
 - Annual Children's Reenactment - Saturday, April 26, 2025
5. Approve: Battle Green Permits - William Diamond Junior Fife and Drum Corps
 - Lexington Tattoo - Friday, May 2, 2025

- Lexington Muster Parade - Saturday, May 3, 2025

6. Approve: One-Day Liquor Licenses - Galaray House: First Friday(s), After Hours Wine Night

- 'First Friday' Monthly Art Shows - February 7, 2025, March 7, 2025, April 4, 2025, May 2, 2025 and June 6, 2025
- After Hours Wine Night - February 27, 2025

7. Approve: One-Day Liquor License - Historical Society: Annual Tavern Night

- Tavern Night - Saturday, February 15, 2025 from 5:00 - 7:00 pm

8. Review and Approve Response to Liquor License Compliance Check

- Bermans 55 Massachusetts Avenue
- Vinebrook Bottle Shop 131 Massachusetts Avenue

9. Approve Select Board Committee Appointment - Fund for Lexington

- Lester Savage as the Trustees of Public Trusts Member

10. Approve New 5-Year Lexpress Contract with M&L Transit

ITEMS FOR INDIVIDUAL CONSIDERATION

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. Liquor License Package Store Transfer Application - Neillio's Wine and Spirits: 55 Bedford Street | 6:55pm |
| 2. Approve Land Disposition Agreement for Parcel 68-44 Located on Lowell Street | 7:10pm |
| 3. FY2026 Town Manager's Preliminary Budget & Financial Planning | 7:25pm |
| 4. FY2026 Fee Schedule for Recreation & Community Programs | 7:45pm |
| 5. Update on Bedford/Hartwell 25% Design | 7:55pm |
| 6. Approve and Sign 2025 Annual Town Meeting Warrant | 8:15pm |
| 7. Presentation - 2025 ATM Warrant Article - FY26 Community Preservation Committee (CPC) Operating Budget and Projects | 8:20pm |
| 8. Presentation - 2025 ATM Warrant Article - (Citizens Petition) Accurate Reporting on the Negative Aspects of Lithium-Ion Batteries | 8:40pm |
| 9. Discussion - 2025 ATM Select Board Article Presenters, Discussion and Positions | 8:50pm |
| 10. Discussion - Special Town Meeting 2025-1 and STM Article 2 - Amend Section 7.5 of the Zoning Bylaw to Reduce Multi-Family Dwelling Unit Capacity | 8:55pm |

ADJOURN

- | | |
|----------------------------|--------|
| 1. Anticipated Adjournment | 9:10pm |
|----------------------------|--------|

Meeting Packet: <https://lexington.novusagenda.com/agendapublic/>

*Members of the public can attend the meeting from their computer or tablet by clicking on the

following link at the time of the meeting:

<https://lexingtonma.zoom.us/j/82013535294?pwd=mGvKYC9PHOT8ByUHHa0a18jNRhRXpf.1>

iPhone one-tap: +13017158592,,82013535294#,,, *848540#

Phone +1 646 876 9923

Meeting ID: 820 1353 5294

Passcode: 848540

An Act Relative to Extending Certain State of Emergency

Accommodations: <https://www.mass.gov/the-open-meeting-law>

The next regularly scheduled meeting of the Select Board will be held on Monday, February 3, 2025 at 6:00pm via hybrid participation.

Hearing Assistance Devices Available on Request

All agenda time and the order of items are approximate and subject to change.

LexMedia
Recorded by LexMedia

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Exemption 6: To Consider the Purchase, Lease, Exchange, Value of Real Property - Parcel 68-44 Located on Lowell Street

PRESENTER:

Board Discussion

ITEM NUMBER:

E.1

SUMMARY:

SUGGESTED MOTION:

Move that the Select Board go into Executive Session under Exemption 6: To Consider the Purchase, Lease, Exchange, Value of Real Property - Parcel 68-44 Located on Lowell Street and to reconvene in Open Session. Further, as Chair, I declare that an open meeting may have a detrimental effect on the negotiating position of the Town.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Select Board Member Announcements and Liaison Reports

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

LR.1

SUMMARY:

Under this item, Select Board Members can provide verbal updates, make announcements, as well as comment on any additional points or concerns. There are currently no written updates or announcements for the January 27, 2025 meeting.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Town Manager Weekly Update

PRESENTER:

Steve Bartha, Town Manager

ITEM NUMBER:

TM.1

SUMMARY:

Under this item, the Town Manager can provide verbal updates, make announcements, as well as comment on any additional points or concerns.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

ATTACHMENTS:

	Description	Type
☐	1-10-25	Backup Material
☐	1-17-25	Backup Material



Town of Lexington

Town Manager's Office



Steve Bartha, Town Manager
Kelly Axtell, Deputy Town Manager

Tel: (781) 698-4540
Fax: (781) 861-2921

To: Select Board
From: Steve Bartha, Town Manager
Date: January 10, 2025
Subject: Weekly Update

TOWN MANAGER

On January 6th, Cathy Severance sent out the first Weekly Update of 2025, which included a snazzy staff newsletter (hat tip to Jonas and the crew of contributors!). The email also included a note about a change to what Jim Malloy had been doing, which was a change to what Carl Valente had been doing. This note elicited some questions from staff that I wanted to address here.

First some context. As I understand it, Carl would send weekly updates to the Select Board and Senior Managers regarding business related updates that might be technical in nature, time sensitive, or responsive to ongoing board discussions or objectives. When Jim came on board, in an effort to communicate more broadly, the scope of the updates was expanded to include more general (and important) information from departments across the organization, including awards, projects, milestones, upcoming events, etc.

In short, Carl used the updates to communicate timely and/or technical business info to the board that he deemed necessary for them to know; Jim used the updates to inform the board (and staff) on what is happening in departments, featuring people, projects, milestones, events, etc.

My intent is to marry the two (or, perhaps, an amicable separation is a better bad analogy ☺).

Moving forward, the weekly updates to the board will be reset to what they were under Carl, and the monthly communications newsletter that debuted last week will continue to capture and communicate all of the information that helps deepen staff connections and understanding across departments, celebrate accomplishments, share information on upcoming events, and spotlight the people and projects and make Lexington special.

SUSTAINABILITY

Lexington was recently accepted into Mass Save's [Community First Partnership](#) program! CFP provides funding, resources, training, and support to participating communities to increase participations in the Mass Save programs, with a special focus on reaching renters, landlords, low- and moderate-income households, customers who speak languages other than English, and small businesses. Through the award, Lexington has been approved for a 2025, 2026, and 2027 annual award of \$44,750 to hire a part time Energy Advocate. Lexington will join 23 returning communities and 17 new communities in the program.

LAND USE – HOUSING & DEVELOPMENT

Economic Development/Visitors' Center:

Attached is a report created by our intern using the Visitors Center Log Book. We had around 94,000 visitors enter the VC last year and this report highlights the 1900-plus entries in our log book. Please let us know if you have questions or comments on the findings and make suggestions.

This week Lexington was featured in the New York Times as one of the 52 must-see destinations in 2025. Lexington was also featured in The Telegraph (online - UK) - "25 Places You Must Visit in 2025" - Dec 28, 2024 - <https://www.telegraph.co.uk/travel/destinations/the-25-best-places-to-visit-in-2025/> - Lexington, MA is noted as one of the places to visit in 2025 with focus on the 250th! This was a result of the Inn at Hastings and the Lexington Visitors Center hosting travel writer Linda Laban in Sept. 2024.

- This article also ran in-print - circ. 317,817. The Telegraph is a daily newspaper published in London, distributed in the United Kingdom and internationally, and is considered one of "the big three" newspapers of record in the UK. The online version garners 25,077,548 unique visitors/month.

So far, the Economic Development Office has been able to reach 15 million folks worldwide with some significant marketing and advertorial efforts to promote the 250th celebrations.

Planning:

On the last day of 2024, Planning and Engineering staff, in coordination with consultant VHB, Inc., submitted the Bedford St & Hartwell Ave Complete Streets Application to be considered for the FFY 26-30 TIP (Transportation Improvement Program), the Boston MPO's 5-year capital plan. The Boston MPO is the conduit through which federal transportation funds are prioritized and allocated across the Boston metro area to improve roadway, transit, bicycle and pedestrian infrastructure. Over the course of the next few months, staff will be busy advocating for this project's placement on the TIP to receive construction funding in ~2030. Staff are reaching out to elected officials, property owners, and nearby communities to request their support via speaking at a MPO meeting or providing letters of support. Staff will be seeking the Select Board's endorsement of the 25% design at the end of January. Any questions please reach out to Meghan McNamara or Ross Morrow.

On January 15, 2025 – The Planning Board will re-open the continued public hearing for mixed-use village overlay proposal for [3-4-5 Militia Drive](#).

RECREATION, HUMAN SERVICES AND POLICE DEPARTMENT

The Recreation, Human Services and Police Departments would like to announce our latest collaborative effort; Comfort Dog Office Hours! This will be taking place on the first Thursday of every month from 10-11am in the Community Center Lobby. Maisey and Watson will be there to provide a calming, supportive presence for anyone in need of stress relief or emotional comfort. This program is a great community engagement opportunity to get to know members of our community and for them to ask questions about three active departments in town government. Jonas Miller will be advertising the program. Come and join us! Town staff are encouraged to attend the office hours!



The poster is blue with white and yellow text. At the top left is the Lexington Police Department logo. At the top right is the 'Back to Lexington' logo. The title 'Comfort Dog Office Hour' is in large white font, with 'w/Lexington Police Department' below it. Two circular photos show a black dog (Maisey) and a white dog (Watson) wearing red reindeer antlers. Below each photo is the dog's name. The main text describes the program and lists the date, time, and location. Social media handles are at the bottom.

Comfort Dog Office Hour
w/Lexington Police Department

Maisey Watson

Join us for Comfort Dog Office Hours where Maisey and Watson can help provide a calming, supportive presence for anyone in need of stress relief or emotional comfort. Enjoy a peaceful moment and connect with our friendly pup's!

- First Thursday of each month, starting January 2nd
- 10:00 AM - 11:00 AM
- Lexington Community Center Lobby, 39 Marrett Rd

@maiseythecomfortdog @k9officerwatson_lpd



Town of Lexington

Town Manager's Office



Steve Bartha, Town Manager
Kelly Axtell, Deputy Town Manager

Tel: (781) 698-4540
Fax: (781) 861-2921

To: Select Board
From: Steve Bartha, Town Manager
Date: January 17, 2025
Subject: Weekly Update

TOWN MANAGER'S OFFICE

The Senior Management Team met this past Monday with Mark Fougere and Jeffrey Donahue, the consultants hired to assist the Town with a study to determine the impact on municipal services by residential development. The ninety-minute session kicked off what should be an eight-week project that will involve: department-level data collection from across the organization, careful examination of existing residential developments and a sampling of single family neighborhoods, and discussions with each of the developers proposing projects under the new zoning to ensure that the resulting analysis is useful to Lexington based on actual data, projects, demographics, and service demands in Lexington.

HUMAN SERVICES

Transportation:

The Town has agreed to a new vehicle/service contract for Lexpress. Rate for FY26 remains at current hourly rate, minus fuel, which we will purchase through Town contract. New vehicles will hopefully arrive in 8-10 months. Current vehicles are well past their useful life.

The Governor's Transportation Funding Task Force issued their report yesterday. You can read about the [plan and get the full report online](#). In short, the MBTA shortfall will be filled, there will be more investments for public transit, and 50% more for Chap. 90 funds to municipalities.

We have set an ambitious array of spring/summer programming once again, with an array of bike education classes for people of all ages, bike maintenance clinics, flat tire workshops, Transit Explorers, and events such as Breakfast on the Bikeway and more. We are still working out a few more programming details and will have all this updated on our website shortly.

RECREATION & COMMUNITY PROGRAMS

Capital Updates

The Lincoln Park Athletic Field #2 project is expected to go out to bid in the coming weeks. The project will mobilize in June with substantial completion expected to be September 1, 2025.

The Pine Meadows Golf Course Clubhouse Renovation bid results came in favorable. This project is expected to mobilize sometime in February with substantial completion in July/August.

The department web page is updated with new information on all projects as it becomes available and can be found here - <https://www.lexingtonma.gov/527/Capital-Projects>

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: Common Victualler License

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.1

SUMMARY:

Category: Decision-Making

Alberto Benitez now owns and operates Nick's Restaurant of Lexington Inc. at 197 Massachusetts Avenue. This new Common Victualler reflects the name change of the owner.

SUGGESTED MOTION:

Motion to approve a Common Victualler License for Nick's Restaurant of Lexington Inc, 197 Massachusetts Avenue.

FOLLOW-UP:

Select Board Department.

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: Battle Green Permits - Lexington Minute Men

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.2

SUMMARY:

Category: Decision-Making

Lexington Minute Men:

The Lexington Minute Men are requesting the use of the Battle Green on the following dates and times for their events in preparation of Patriots' Day 2025:

- Saturday, March 29, 2025 for a dress rehearsal of the Civilian Evacuation Event from 12:00pm to 6:00pm
- Saturday, April 5, 2025 for a dress rehearsal of the Battle of Lexington Reenactment from 10:00am to 5:00pm (Rain Date: Sunday, April 6, 2025 from 10:00am to 5:00pm)

The Police Department, Department of Public Works, and Fire Department have no objections to these requests.

SUGGESTED MOTION:

To approve the Lexington Minute Men requests for the use of the Battle Green on the following dates and times for their events in preparation of Patriots' Day 2025:

- Saturday, March 29, 2025 for a dress rehearsal of the Civilian Evacuation Event from 12:00pm to 6:00pm
- Saturday, April 5, 2025 for a dress rehearsal of the Battle of Lexington Reenactment from 10:00am to 5:00pm (Rain Date: Sunday, April 6, 2025 from 10:00am to 5:00pm)

Move to approve the consent.

FOLLOW-UP:

Select Board Department.

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: Patriots Day 2025 Requests

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.3

SUMMARY:

Category: Decision-making

Historical Society/Lexington Minute Men - request for road closure Bedford Street from Massachusetts Avenue to Hancock Street and Hancock Street to Adams Street and abutting street entries be closed to all but emergency traffic from 8:00 p.m. on Friday, April 18th to no later than 12:00 a.m. on Saturday, April 19th.the reenactment of the arrival of Paul Revere and William Dawes

Lexington Minute Men:

The Lexington Minute Men are requesting the use of the Battle Green for their participation in Patriots' Day 2025 events on the following dates and times:

- Saturday, April 19, 2025 for the annual reenactment of the Battle of Lexington from 1:00am to 1:00pm. While referenced in the letter, a rain date is not being voted upon tonight. If a finalized rain date is determined, the rain date will come back to the Board at a future meeting for a vote.
 - 3:00am - 4:30am - 4-6 men patrol the Common and Buckman Tavern grounds.
 - 5:05am - 5:15am - Small company of minutemen drill on the Common. No firing.
 - 5:15am - 5:30am - Civilian Evacuation – Civilians to be staged at the Lexington Visitors Center and near the Common and will exit across Harrington Road.
 - 5:30am - 5:55am - Capt. Parker sends Thaddeus Bowman (on horseback) down Mass Ave to scout for British Regulars.
 - 5:55am - 6:00am - Thaddeus Bowman returns to warn of the British Regulars approach.
 - 6:00am - 9:00am - British Regulars arrive and the battle commences.
 - 9:00am - 9:45am - The Lexington Minute Men gather on the Green to listen to Reverend Clarke and prepare to march off to Parker's Revenge

Lions Club of Lexington, Inc.:

The Lions Club of Lexington, Inc. requests permission to hold the 111th Annual Patriots' Day 5-Mile Road Race on Saturday, April 19, 2025 with an awards ceremony on the Battle Green at the conclusion of the road race from approximately 9:15am to 10:15am. They are requesting use of the Battle Green from 9:15am to 10:15am, where the road race will start and end. They are requesting that Massachusetts Avenue from the Battle Green to Marrett Road to Lincoln Street and back to the Battle Green be closed to all but resident emergency

traffic from 8:00am to approximately 10:15am for the road race.

Town Celebrations Committee:

The Town Celebrations Committee requests Select Board approval for the closure of Massachusetts Avenue from Marrett Road to Worthen Road, Bedford Street to Harrington Road and midway down Harrington Road to the Battle Green to all but emergency traffic for the Patriots' Day morning parade on Saturday, April 19, 2025. They are requesting the closure of Massachusetts Avenue from approximately #409 (Lexington Toyota) westerly to Bedford Street, Bedford Street to Harrington Road, Harrington Road to Worthen Road, and Worthen Road to the Town Pool parking lot for the afternoon parade. This is an annual request.

The Town Celebrations Committee has also requested permission to use the Battle Green on Saturday, April 19, 2025 from 12:00pm to 6:00pm for the purpose of holding Patriots' Day-related ceremonies following the morning parade.

The Police Department, Department of Public Works, Town Manager's Office and the Fire Department have no objections to this request.

SUGGESTED MOTION:

to approve the Town Celebrations Committee, Lexington Historical Society, Lexington Minute Men and Lions Club of Lexington Battle Green Permit and road closure requests for their respective Patriots' Day events, as follows:

Historical Society/Lexington Minute Men - Approve the request for road closure Bedford Street from Massachusetts Avenue to Hancock Street and Hancock Street to Adams Street and abutting street entries be closed to all but emergency traffic from 8:00 p.m. on Friday, April 18th to no later than 12:00 a.m. on Saturday, April 19th.the reenactment of the arrival of Paul Revere and William Dawes.

Lexington Minute Men:

The Lexington Minute Men use of the Battle Green for their participation in Patriots' Day 2025 events on the following dates and times

- Saturday, April 19, 2025 for the annual reenactment of the Battle of Lexington from 1:00am to 1:00pm.
 - 3:00am - 4:30am - 4-6 men patrol the Common and Buckman Tavern grounds.
 - 5:05am - 5:15am - Small company of minutemen drill on the Common. No firing.
 - 5:15am - 5:30am - Civilian Evacuation – Civilians to be staged at the Lexington Visitors Center and near the Common and will exit across Harrington Road.
 - 5:30am - 5:55am - Capt. Parker sends Thaddeus Bowman (on horseback) down Mass Ave to scout for British Regulars.
 - 5:55am - 6:00am - Thaddeus Bowman returns to warn of the British Regulars approach.
 - 6:00am - 9:00am - British Regulars arrive and the battle commences.
 - 9:00am - 9:45am - The Lexington Minute Men gather on the Green to listen to Reverend Clarke and prepare to march off to Parker's Revenge

Lions Club of Lexington, Inc.:

The Lions Club of Lexington, Inc. to hold the 111th Annual Patriots’ Day 5-Mile Road Race on Saturday, April 19, 2025 with an awards ceremony on the Battle Green at the conclusion of the road race from approximately 9:15am to 10:15am. Massachusetts Avenue from the Battle Green to Marrett Road to Lincoln Street and back to the Battle Green be closed to all but resident emergency traffic from 8:00am to approximately 10:15am for the road race.

Town Celebrations Committee:

for closure of Massachusetts Avenue from Marrett Road to Worthen Road, Bedford Street to Harrington Road and midway down Harrington Road to the Battle Green to all but emergency traffic for the Patriots’ Day morning parade on Saturday, April 19, 2025. Closure of Massachusetts Avenue from approximately #409 (Lexington Toyota) westerly to Bedford Street, Bedford Street to Harrington Road, Harrington Road to Worthen Road, and Worthen Road to the Town Pool parking lot for the afternoon parade.

Use of the Battle Green on Saturday, April 19, 2025 from 12:00pm to 6:00pm for the purpose of holding Patriots' Day-related ceremonies following the morning parade.

Move to approve the consent.

FOLLOW-UP:

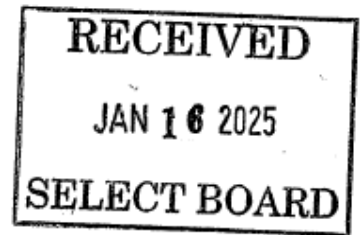
Select Board Department.

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Historical Society_LMM_ Letter Paul Revere Ride Road Closure	Backup Material
<input type="checkbox"/> LMM Patriots Day Letter 2024	Backup Material
<input type="checkbox"/> TCC Email 2025 Patriots Day Parade_Redacted	Backup Material
<input type="checkbox"/> Lions Club Event Letter	Backup Material



January 16, 2025

Select Board **LEXINGTON HISTORICAL SOCIETY**
Town of Lexington
Town Hall
Lexington, MA 02420

On behalf of the Lexington Historical Society and the Lexington Minute Men, request is respectfully made that appropriate steps be taken in order to close off portions of Bedford Street and Hancock Street for our special program on April 18-19, 2025.

As we have done for many years, the Society and the Minute Men are preparing to produce a reenactment of the arrival of Paul Revere and William Dawes at the Hancock-Clarke House. Due to the special nature of the 250th celebration, and the expected increase in attendance, we are changing the date from the usual Sunday performance to Friday, April 18th and are asking for an earlier street closure for safety considerations. The actual program is intended to begin at approximately 10:00 p.m. with interpreters and minutemen at the House awaiting news of the activity of the Regulars in Boston. Paul Revere and then William Dawes will ride down Hancock Street from the Buckman Tavern area and arrive at the Hancock-Clarke House where they will converse with the occupants and then return to their staging area near Buckman.

In order to accomplish all of this and to ensure public safety, we request that Bedford Street from Massachusetts Avenue to Hancock Street and Hancock Street to Adams Street and abutting street entries be closed to all but emergency traffic from 8:00 p.m. on Friday, April 18th to no later than 12:00 a.m. on Saturday, April 19th.

For further information from either organization you may contact Sue Rockwell

We are delighted to provide this annual gift to the town and are very proud of the fact that it has become a welcome permanent addition to our normal Patriots' Day weekend in Lexington. We appreciate your cooperation in that endeavor.

Very truly yours,

LEXINGTON HISTORICAL SOCIETY

THE LEXINGTON MINUTE MEN

By

Craig Sandler, President

By

Stephen D. Cole, Jr.,
Captain Commanding



The Lexington Minute Men, Inc.

POST OFFICE BOX 1775 LEXINGTON, MASSACHUSETTS 02420
CAPTAIN COMMANDING Stephen D. Cole, Jr.

October 16, 2024

Board of Selectmen
1625 Mass. Ave.
Lexington, Mass. 02420

Re: LMM Spring 2025 Use of Battle Green

To the Honorable Board:

The Lexington Minute Men Company respectfully request the use of the Battle Green on Saturday April 19, 1am - 1pm for the Annual Reenactment of the Battle of Lexington and the Annual Reenactment of the Lexington Minute Men regrouping on the Battle Green before heading to Parker's Revenge. These Battle Reenactment has been held nearly every year since 1971, the Reenactment includes musket firing on the Green during the Battle, after a single shot from Buckman Tavern initiates the action.

For the Reenactment of the Lexington Minute Men regrouping on the Battle Green before heading to Parker's Revenge, there will be no musket firing on the Green. The men are simply gathering and preparing to march off to Parker's Revenge. Proceedings on the Green last approximately 30 minutes, followed by a short march up Mass Ave to St. Brigid's Church where we will meet the busses that will transport us to the Minute Man National Historical Park for the Parker's Revenge Event. The Company wishes to register its continuing thanks for this annual service by the Lexington Police Department.

5,000+ participants and spectators expected.

See below for timeline.

3:00-4:30am – 4-6 men patrol the Common and Buckman Tavern grounds.

5:05-5:15am – Small company of minutemen drill on the Common. No firing.

5:15-5:30am – Civilian Evacuation – Civilians to be staged at the Lexington Visitors Center and near the Common and will exit across Harrington Road.

5:30am – Capt. Parker sends Thaddeus Bowman (on horseback) down Mass Ave to scout for British Regulars.

5:55am – Thaddeus Bowman returns to warn of the British Regulars approach.

6:00am – British Regulars arrive and the battle commences.

9:00am – 9:45am – The Lexington Minute Men gather on the Green to listen to Reverend Clarke and prepare to march off to Parker’s Revenge

Saturday, April 26, 1am - 1pm Provisional “rain date” for the April 19^h reenactment.

We will be in contact with the Police Department, Fire Department, Department of Public Works, Town Celebrations Committee, and Visitors’ Center to coordinate the Reenactment and other events with them. We are grateful for the strong support always offered by the Selectmen and hope that this request will be granted. It is always an honor and a pleasure to be of service, continuing to keep alive the traditions of Lexington and the memory of the town’s first casualties in the War for Independence.

On behalf of CPT Stephen D. Cole Jr., our unit’s 78th and present commander, I do remain

Yours in Liberty,



2LT Bruce J. Leader, Adjutant
Lexington Minute Men

Samantha Lino

Subject: FW: TCC - Initial plan for Patriots' Day PM Parade for Select Board review

From: Town Celebrations Committee

Sent: Sunday, September 8, 2024 11:18 AM

To: Suzie Barry; Kim Katzenback

Cc:

Subject: TCC - Initial plan for Patriots' Day PM Parade for Select Board review

Suzy, Kim - this is TCC's initial plan for the Patriots's Day 2025 PM Parade. This plan is coordinated with the Lex250 Commission. This plan addresses preferences expressed by Police Chief McLean.

Saturday, April 19, 2025 Patriots' Day Parade:

- Sponsors are Town of Lexington, Lex250 Commission and other sponsor organizations

- Location/Route: Start at Tower Park, proceed along Mass Ave through Town center, past Battle Green to Worthen Rd (parade will either stay on Mass Ave (Minuteman statue to right) or go left at Harrington Rotary on Bedford St (Minuteman statue to left) but is still TBD, Left on Worthen Rd to LHS parking lot. Parade start and assembly will include Mass Ave along Tower Park, Seasons Four parking lot (to be negotiated), Community Center/Scottish Rite parking lot (to be confirmed), and Child Development parking lot along Tower Rd (to be negotiated)

- Outline Schedule, Patriots' Day Parade, Saturday April 19, 2025:

- 12:00pm Units begin to arrive at LHS parking lot and Parade Start
- 12:15pm Buses begin to ferry parade participants from LHS parking lot to Parade Start
- 2:00pm Parade kicks off

- 4:30pm Parade concludes
- 5:30pm Parade cleanup complete

Best,

- Glen

Geetha Padaki & Glen Bassett

Co-Chairs

Town Celebrations Committee

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



THE LIONS CLUB OF LEXINGTON, INC.

P.O. Box 71, Lexington, Massachusetts, 02420

"Birthplace of American Liberty"

www.lexingtonlions.org

January 21, 2025

Town of Lexington
Select Board
1625 Massachusetts Ave.
Lexington, MA 02420

Dear Board Members;

The Lexington Lions Club will be sponsoring the **111th** Annual Patriots Day 5-Mile Road Race on Monday, April 19, 2025. We are requesting the use of the Battle Green for the awards ceremony at the conclusion of the Road Race. The awards ceremony begins at approximately 9:15AM and will last approximately 15 minutes.

Thanks for your consideration of this request. If you have any questions, please contact me at 17 Vine Brook Rd, Lexington, MA 02421; Cell Phone: (781) 424-4007.

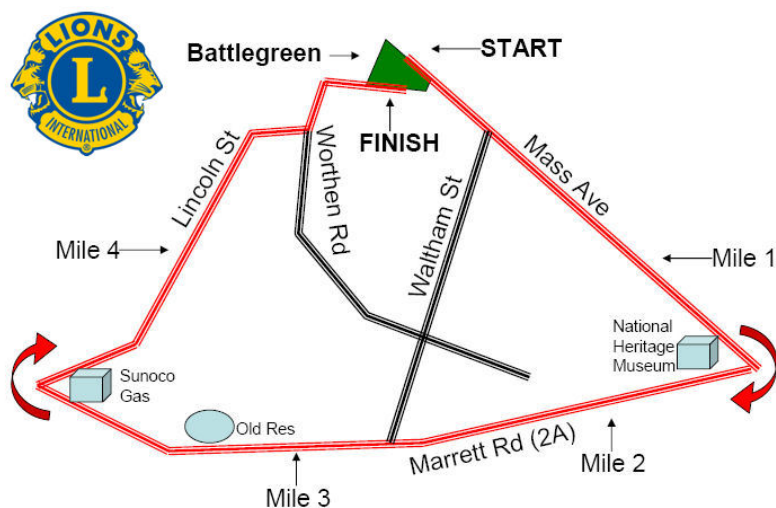
Very truly yours,

Douglas M. Lucente
Treasurer and Road Race Co-Chair

***See attached:
Road Race Route & Details***

cc: Town Manager

Lexington Lions Club – 111th Annual Patriots Day 5-Mile Road Race



Road Race Details:

Date, Time & Location:

- Monday, April 19, 2025
- Race Starts at **8:00am** (By Lexington Minutemen firing muskets) **NEW TIME**
- Adjacent to the Battlegreen, Lexington, MA
- (1900 Mass Ave, Lexington, MA—for mapping purposes)

Registration:

Please Visit the "[HOW TO ENTER](#)" Registration Page at www.lexingtonlions.org

Race Packets:

Runners who have pre-registered may pick-up their race packets on race day at registration beginning at 8:00am

Timing Chip:

Your timing chip is included in your race packet and must be placed on the top of your shoe and securely weaved/tied through your shoelaces. In order to receive an official time for the race you must be wearing the chip as you cross both the Start and Finish lines.

Age Group Awards & Other Trophies:

- Currier Cup* - 1st Place Overall Finisher
- Team Competition - 1st Place Team
- Sgt Norman Carlson Award - 1st Lexingtonian
- Age 12 & Under - 1st & 2nd Place Male, 1st & 2nd Place Female
- Age 13 – 19 - 1st & 2nd Place Male, 1st & 2nd Place Female
- Age 20 – 29 - 1st & 2nd Place Male, 1st & 2nd Place Female
- Age 30 – 39 - 1st & 2nd Place Male, 1st & 2nd Place Female
- Age 40 – 49 - 1st & 2nd Place Male, 1st & 2nd Place Female
- Age 50 – 59 - 1st & 2nd Place Male, 1st & 2nd Place Female
- Age 60 & Up - 1st & 2nd Place Male, 1st & 2nd Place Female

*Currier Cup Trophy:

The Currier Cup is a Special Silver Cup that is presented to the first place finisher of the race by the family of the first Place finisher of the First Patriots Day Road Race in 1914 Ralph "Curly" Currier.

Fees:

Mail-in and On-Line Pre-registration is \$25.

Day of Race registration is \$35.

Water Stops:

There are 4 water stops along the race route. Close to each mile marker.

Refreshments:

Refreshments and fruit are served at the end of the race.

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: Battle Green Permit - Historical Society: Annual Children's Reenactment

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.4

SUMMARY:

Category: Decision-Making

Lexington Historical Society:

The Lexington Historical Society has requested permission to use the Battle Green on Saturday, April 26, 2025 from 10:00am to 2:00pm for the purpose of their annual Children's Reenactment of the Battle of Lexington.

The event will run in two groups at 10:00am and 12:30pm, beginning at Buckman's Tavern and ending with a reenactment on the Battle Green. There will be intermittent use of the Battle Green between the times of 11:00am to 11:30am and 1:30pm to 2:00pm.

The Police Department, Department of Public Works, and the Fire Department have no objections to this request.

SUGGESTED MOTION:

To approve the request of the Lexington Historical Society to use the Battle Green on Saturday, April 26, 2025 from 10:00am to 2:00pm for the purpose of their annual Children's Reenactment of the Battle of Lexington.

Move to approve the consent.

FOLLOW-UP:

Select Board Department.

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

ATTACHMENTS:

Description	Type
📎 Childrens_Reenactment_Schedule	Backup Material

Children's Reenactment Schedule

Session 1

10:00 AM - 10:20 AM

Check-In

Participants arrive and register at Buckman Tavern

10:20 AM - 10:30 AM

Enlistment

Participants are sorted into two camps (American Militia or British Regular)

10:30 AM - 11:00 AM

Drill

Participants practice marching and drilling with their assigned guides

11:00 AM - 11:15 AM

Reenactment

Participants reenact the battle followed by free interaction with the reenactors

Session 2

12:30 PM - 12:50 PM

Check-In

Participants arrive and register at Buckman Tavern

12:50 PM - 1:00 PM

Enlistment

Participants are sorted into two camps (American Militia or British Regular)

1:00 PM - 1:30 PM

Drill

Participants practice marching and drilling with their assigned guides

1:30 PM - 1:45 PM

Reenactment

Participants reenact the battle followed by free interaction with the reenactors

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: Battle Green Permits - William Diamond Junior Fife and Drum Corps

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.5

SUMMARY:

Category: Decision-Making

Annual Lexington Tattoo & Parade on Massachusetts Avenue:

The William Diamond Junior Fife and Drum Corps is requesting permission to hold the annual Lexington Fife and Drum Tattoo on the Battle Green on Friday, May 2, 2025, from 6:00pm to 8:30pm. The event itself will begin at 7:00pm and will include the Lexington Minute Men presenting Colors, the National Anthem by the William Diamond Junior Fife and Drum Corps and musical performance by four Fife and Drum Corps members as part of the Lexington Muster weekend.

Lexington Muster Line Up & Parade on Massachusetts Avenue:

The William Diamond Junior Fife and Drum Corps is requesting permission to use the Battle Green on Saturday, May 3, 2025 from 11:00am to 12:30pm for the purpose of Corps Members lining up for the Lexington Muster Parade. Parade participants will gather on the Battle Green at the corner of Harrington Road and Massachusetts Avenue prior to parading down Massachusetts Avenue towards Hastings Park, where the Lexington Muster will be taking place. The first group will step off of the Battle Green to begin the parade at 12:00pm. Please see the attached map for the parade route.

The Police Department, Department of Public Works, Fire Department and the Town Manager's Office have no objections to this request.

SUGGESTED MOTION:

To approve the request of the William Diamond Junior Fife and Drum Corps to use the Battle Green on Friday, May 2, 2025, from 6:00pm to 8:30pm for the annual Lexington Fife and Drum Tattoo as part of the Lexington Muster weekend, and to further approve the Parade Corps to march down Massachusetts Avenue towards the Battle Green for the annual Lexington Fife and Drum Tattoo starting at 7:00pm.

To approve the request of the William Diamond Junior Fife and Drum Corps to use the Battle Green on

Saturday, May 3, 2025 from approximately 11:00am to 12:30pm for the purpose of lining up for the Lexington Muster Parade, and to further approve Corps Members parading down Massachusetts Avenue towards Hasting Park for the Lexington Muster starting at 12:00pm.
Move to approve the consent.

FOLLOW-UP:

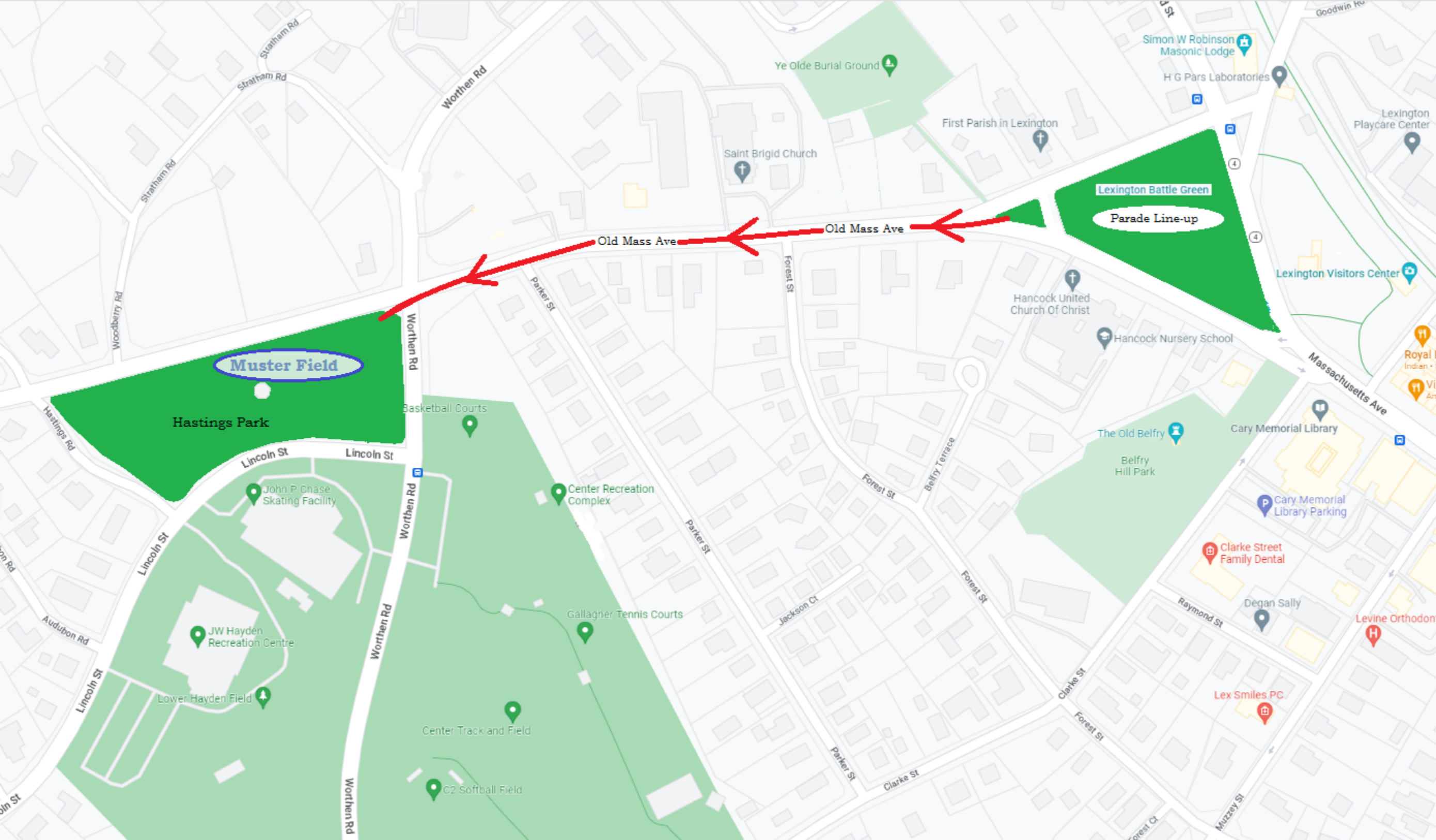
Select Board Department.

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

ATTACHMENTS:

Description	Type
📎 2025_Muster_Parade_Route_map	Backup Material



Lexington Battle Green

Parade Line-up

Muster Field

Hastings Park

Old Mass Ave

Old Mass Ave

Worthen Rd

Lincoln St

Lincoln St

Worthen Rd

Worthen Rd

Worthen Rd

Saint Brigid Church

First Parish in Lexington

Hancock United Church of Christ

Hancock Nursery School

The Old Belfry

Belfry Hill Park

Cary Memorial Library

Cary Memorial Library Parking

Clarke Street Family Dental

Degan Sally

Lex Smiles PC

John P. Chase Skating Facility

JW Hayden Recreation Centre

Lower Hayden Field

Center Track and Field

C2 Softball Field

Center Recreation Complex

Gallagher Tennis Courts

Ye Olde Burial Ground

Simon W Robinson Masonic Lodge

H G Pars Laboratories

Lexington Playcare Center

Lexington Visitors Center

Royal Indian

Vi An

Levine Orthodox

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: One-Day Liquor Licenses - Galaray House: First Friday(s), After Hours Wine Night

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.6

SUMMARY:

Category: Decision-Making

Galaray House:

Galaray House, 1720 Massachusetts Avenue, is requesting 6 One-Day Liquor Licenses to serve wine for the purpose of their 'First Fridays' Event, a monthly exhibit showcasing art from local residents, being held on February 7, 2025, March 7, 2025, April 4, 2025, May 2, 2025, and June 6, 2025, from 5:00 pm - 8:00 pm, as well as for an additional event, 'After Hours Wine Night,' scheduled for February 27, 2025, from 6:00 pm - 9:00 pm.

SUGGESTED MOTION:

To approve 6 One-Day Liquor Licenses for the Galaray House, 1720 Massachusetts Avenue, to serve wine from 5:00 pm to 8:00 pm on Friday, February 7, 2025, March 7, 2025, April 4, 2025, May 2, 2025, and June 6, 2025, at their 'First Fridays' Event showcasing art from local residents, and from 6:00 pm to 9:00 pm on Thursday, February 27, 2025, for their 'After Hours Wine Night' event.

Move to approve the consent.

FOLLOW-UP:

Select Board Department.

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: One-Day Liquor License - Historical Society: Annual Tavern Night

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.7

SUMMARY:

Category: Decision-Making

Lexington Historical Society:

The Lexington Historical Society is requesting a One-Day Liquor License to serve beer and wine at Buckman Tavern, 1 Bedford Street, for the purpose of "Tavern Night" (a social and historical education event) on Saturday, February 15, 2025 from 5:00pm to 7:00pm. All drinks will be served and consumed inside of Buckman Tavern.

SUGGESTED MOTION:

To approve a One-Day Liquor License for the Lexington Historical Society to serve beer and wine at Buckman Tavern, 1 Bedford Street, for the purpose of "Tavern Night" on Saturday, February 15, 2025 from 5:00pm to 7:00pm.

Move to approve the consent.

FOLLOW-UP:

Select Board Department.

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Review and Approve Response to Liquor License Compliance Check

PRESENTER:

Board Discussion

ITEM NUMBER:

C.8

SUMMARY:

Category: Decision-Making

On December 17, 2024 and December 18, 2024 the Lexington Police Department conducted alcohol compliance checks on a total of 28 liquor licensed establishments. The purpose of the compliance checks is to ensure that establishments who hold liquor licenses obey the laws pertaining to the sale/service of alcohol.

On December 18, 2024 the following establishments were found in violation of either selling or serving a minor during the compliance check.

- Berman's 55 Massachusetts Avenue
- Vinbrook Bottle 131 Massachusetts Avenue

Attached is a copy of the Select Board's Regulation regarding Alcoholic Beverages Enforcement. In accordance with this regulation, a written warning will be sent to each of the above establishments informing them of the actions that need to be taken regarding the liquor license violations found as a result of the December 2024 compliance checks conducted by the Lexington Police Department.

The Board is being asked to approve the letters to be sent to these establishments.

SUGGESTED MOTION:

to approve and authorize the Select Board Chair to sign the letters to be sent to Berman and Vinebrook Bottle Shop, informing them of the actions to be taken regarding the liquor license violations found during December 18, 2024, compliance checks conducted by the Lexington Police Department.

Move to approve the consent

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

ATTACHMENTS:

Description	Type
☐ 1st Offense Letter - Bernans	Backup Material
☐ 1st Offense Letter - Vinebrook Bottle Shop	Backup Material



Town of Lexington, Massachusetts

SELECT BOARD OFFICE

DOUGLAS M. LUCENTE, CHAIR
JOSEPH N. PATO
SUZANNE E. BARRY
JILL I. HAI
MARK D. SANDEEN

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

Berman's
55 Massachusetts Avenue
Lexington, MA 02420

January 27, 2025

Dear Mr. Alex Bluhm,

On December 17, 2024 Alcohol Compliance Checks were conducted on establishments in Lexington that sell or serve alcoholic beverages. Officers advised you of the incident that occurred at Berman's and that there would be a follow up from the Select Board to the incident.

Sale or delivery of alcohol to under age persons is a violation of Massachusetts General Laws and the Lexington Alcohol Licensing Board. See enclosed copy of the Alcoholic Beverages Enforcement Regulation. The following course of action will be taken upon violations occurring within 3 years: 1st offense – written warning placed in the licensing file and required training for personnel; 2nd offense – hearing before the Select Board to determine any action, including suspension and revocation of license. Extenuating circumstances may necessitate more serious consequences on any violations.

For your 1st offense you must have all personnel and managers complete a new off-premise alcohol selling awareness training using a recognized awareness training organization such as TIPS. You must provide the Select Board Office, by February 24, 2025, a list of all the employees and managers and along with a copy of the new training certificate(s) for each. If there is a second violation of any violation of any kind, Berman's will be required to have a hearing before the Select Board to discuss the consequences.

The Lexington Select Board and Police Department share with you, as business owners/manager and members of the Lexington community, the common goal of consistent responsible sales of alcohol.

Sincerely,

Douglas M. Lucente, Chair



Town of Lexington, Massachusetts
SELECT BOARD OFFICE

DOUGLAS M. LUCENTE, CHAIR
JOSEPH N. PATO
SUZANNE E. BARRY
JILL I. HAI
MARK D. SANDEEN

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

Vinebrook Bottle Shop
131 Massachusetts Avenue
Lexington, MA 02420

January 27, 2025

Dear Mr. Viren Patel, ,

On December 17, 2024 Alcohol Compliance Checks were conducted on establishments in Lexington that sell or serve alcoholic beverages. Officers advised you of the incident that occurred at Vinebrook Bottle Shop and that there would be a follow up from the Select Board to the incident.

Sale or delivery of alcohol to under age persons is a violation of Massachusetts General Laws and the Lexington Alcohol Licensing Board. See enclosed copy of the Alcoholic Beverages Enforcement Regulation. The following course of action will be taken upon violations occurring within 3 years: 1st offense – written warning placed in the licensing file and required training for personnel; 2nd offense – hearing before the Select Board to determine any action, including suspension and revocation of license. Extenuating circumstances may necessitate more serious consequences on any violations.

For your 1st offense you must have all personnel and managers complete a new off-premise alcohol selling awareness training using a recognized awareness training organization such as TIPS. You must provide the Select Board Office, by February 24, 2025, a list of all the employees and managers and along with a copy of the new training certificate(s) for each. If there is a second violation of any kind, Vinebrook Bottle Shop will be required to have a hearing before the Select Board to discuss the consequences.

The Lexington Select Board and Police Department share with you, as business owners/manager and members of the Lexington community, the common goal of consistent responsible sales of alcohol.

Sincerely,

Douglas M. Lucente, Chair

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Select Board Committee Appointment - Fund for Lexington

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.9

SUMMARY:

Category: Decision-Making

-

Appointment:

Fund for Lexington Board

The Select Board is being asked to appoint Lester Savage as the Trustees of the Public Trusts Member on the Fund for Lexington Board.

SUGGESTED MOTION:

to appoint Lester Savage as the Trustees of the Public Trusts Member on the Fund for Lexington Board

Move to approve the consent

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve New 5-Year Lexpress Contract with M&L Transit

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.10

SUMMARY:

Category: Decision-Making

MGL c. 30B allows Towns to enter into contracts for a period up to three years, unless a longer term is authorized by Town Meeting. In 2016, Town Meeting voted to authorize longer contract terms for several different types of contracts, with a stipulation that the Select Board must approve any contract term that exceeds three years. We are prepared to award the new Lexpress contract for a guaranteed five-year term with two optional one-year extensions to M&L Transit (the incumbent vendor).

SUGGESTED MOTION:

to approve the award of the Lexpress contract for a five-year term with two optional one-year extensions to M&L Transit and further to authorize the Town Manager/Comptroller to execute any associated contract documents.

Move to approve the consent

FOLLOW-UP:

Town Manager/Comptroller

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

ATTACHMENTS:

Description

- ▣ Lexpress RFP
- ▣ M&L written proposal
- ▣ M&L fee schedule
- ▣ Contract for Execution M& L Transit

Type

- Cover Memo
- Cover Memo
- Cover Memo
- Backup Material

REQUEST FOR PROPOSAL

LEXPRESS Bus Service: Operations, Maintenance, and Fleet Sourcing

RFP #:	25-57
RFP Deadline:	Thursday, December 12th, 2024 12:00 PM
Delivery Address:	Lexington Town Offices- Purchasing Office 1625 Massachusetts Ave. Lexington, MA 02420

Contact

Elizabeth Mancini, Purchasing Director
v: 781-698-4628
f: 781.861.2794
emancini@lexingtonma.gov

TABLE OF CONTENTS	
LEGAL NOTICE	4
GENERAL INFORMATION	5
<hr/>	
1. Overview	5
2. RFP Documents Available	5
3. Questions	5
4. Addenda	5
HOW TO SUBMIT A BID	5
<hr/>	
5. RFP Submittal	5
6. RFP Delivery and Opening	6
7. Compliance with RFP	6
8. Form of Bid	6
9. Required Bid Documents	7
10. Modifications to Bids	7
AWARD AND CONTRACT	7
<hr/>	
11. Rule of Award	7
12. Interviews	7
13. Timeframe for Award	7
14. Reserved Rights	7
15. Contract	8
BIDDER QUALIFICATION REQUIREMENTS	8
<hr/>	
16. Performance Capabilities	8
17. Experience	8
18. References	8
19. Subcontractors	9
PRODUCT AND PERFORMANCE TERMS	9
<hr/>	
20. “Or Equal”	9
21. Invoicing	9
22. Payment	9
APPENDIX A –SPECIFICATIONS	10
<hr/>	
23. A. Description of Transportation Services	10
24. B. Contractor’s Equipment Responsibility	13
25. C. Contractor’s Management and Personnel Responsibility	15
26. D. Contractor’s Equipment Repair and Maintenance Responsibilities	19
27. E. Contractor’s Revenue Collection Responsibilities	20
28. F. Contractor’s Data Collection and Reporting Responsibilities	21

29. G. Compensation Due to Vendor	22
30. H. Insurance	23
31. I. Timeline	23
Assurances and Delivery	23
Page Intentional Left Blank	25
MINIMUM AND EVALUATIVE CRITERIA	26
CONTRACT AWARD AND TIMELINE	30
FORM A - GENERAL BID FORM	32
FORM B - STATEMENT OF COMPETENCY	33
FORM C - BID PRICE FORM	34
A. Vehicle Fleet: Information	37
Page Intentional Left Blank	38
FORM D – SAMPLE CONTRACT	39
Appendix B- Lexpress Brochure	
Appendix C- Sample AP Warrant Schedule	
Appendix D- Vehicle Accessibility Checklist	
Appendix E- 2025 Town-Observed Holidays	

LEGAL NOTICE

Request for Proposals LEXPRESS Bus Service #25-57

The Town of Lexington, Massachusetts is a suburban community located 13 miles northwest of Boston. Lexington encompasses 16.6 square miles and has a population of approximately 34,000. The Town has operated LEXPRESS, a fixed-route, community public bus service since 1979. LEXPRESS is open to people of all ages and abilities, including senior citizens, youth, people with disabilities, and other members of the public.

Sealed proposals for public LEXPRESS public transportation service within the Town of Lexington, or within the Town of Lexington and designated towns will be received by the Purchasing Office, Town Office Building, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 until 12:00 PM on Thursday, December 12, 2024.

The Town of Lexington is requesting technical and cost proposals from qualified and experienced Vendors to provide operations and maintenance service for LEXPRESS public bus service, as well as the sourcing and financing of four cutaway passenger vehicles. The guaranteed duration of the contract is five (5) years beginning July 1, 2025 (FY25) and ending June 30, 2030 (FY30), with two one-year extensions. The five-year contract and the extensions each require annual Town Meeting approval of funding and shall be exercised at the sole discretion of the Town. The anticipated contract start date is **July 1, 2025. If vehicles are not ready by July 1, 2025, the start date of contract will be modified to a mutually agreeable date when vendor, and new and branded vehicles, will be ready.**

Separate PRICE and NON-PRICE Proposals, pursuant to Massachusetts General Laws - Chapter 30B, are required.

The proposer agrees that its proposal(s) shall be firm and may not be withdrawn for a period of 45 days, Saturdays, Sundays and legal holidays excluded, after the receipt of the proposals on Thursday, December 12, 2024. This contract will be awarded to the responsible and responsive vendor offering the most advantageous proposal in accordance with Massachusetts General Law c. 30B s. 6.

Contract documents consisting of General Instructions to Proposers, Specifications for LEXPRESS Service, Proposal Forms, Contract and other documents may be obtained online at www.lexingtonma.gov/bids beginning on Thursday, November 14, 2024 at 12:00 PM. The Town reserves the right to accept or reject, in whole or in part, any or all proposals or take whatever other action may be deemed to be in the best interest of the Town of Lexington.

GENERAL INFORMATION

1. OVERVIEW

This is a Request for Proposal (RFP) issued by the **Town of Lexington** for public LEXPRESS transportation service, which has operated since 1979 within the Town of Lexington and other designated towns.

2. RFP DOCUMENTS AVAILABLE

RFP documents will be made available through the following means:

1. By visiting the Town's website at www.lexingtonma.gov/bids
2. By **phone at 781-698-4628**. In order to request by phone you must speak to a live person. Voice mail requests will not be considered official requests.
3. By email to Elizabeth Mancini – emancini@lexingtonma.gov.

RFP documents will be e-mailed unless delivery via U.S. Mail is specified by the requester.

3. QUESTIONS

Direct all inquiries to Elizabeth Mancini, Purchasing Director, via one of the methods listed above. Responses to inquiries that affect all bidders will be issued as addenda. Please refer to the schedule on page 23 of this RFP for specific dates/timeline. Non-bidding parties will not be issued addenda without a public records request for the addenda after the addenda is issued. Non-bidding parties should not distribute this for use as an official bid document, only the Town will issue official bid documents. Note: We do not distribute "official" documents to non-bidders nor do we advertise outside of the newspaper and Government Required Central Register/Goods and Service Bulletins.

4. ADDENDA

Written addenda issued by the Town of Lexington will be e-mailed to all parties that the Town of Lexington is aware have requested documents as necessary using the contact information provided to the Town of Lexington. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Bidders should contact Purchasing via e-mail, or telephone if they believe an addendum has not been received.

HOW TO SUBMIT A BID

5. RFP SUBMITTAL

Separate Price and Non-Price Proposals must be in sealed envelopes and clearly marked:

- "Lexpress Bus Service- Contract #25-57 **Price Proposal**" and
- "Lexpress Bus Service- Contract #25-57 **Non-Price Proposal**".

On the "**Price Proposal Form**" the bidder shall specify prices in both words and figures, in ink or typed. In case of discrepancy between the words and figures, the written words shall govern. Price Proposal envelopes will remain sealed until the "**Non-Price Proposal**" has been evaluated.

Please include one (1) hard-copy of the non-price proposal and an electronic version on a flash

drive or similar. The electronic copy must be inside the sealed envelope- emailed copies will not be accepted.

RFPs must be signed as follows:

- **If the bidder is an individual**, by her/him personally;
- **If the bidder is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
- **If the bidder is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

6. RFP DELIVERY AND OPENING

Sealed proposals will be accepted at **The Town Office Building, 1625 Massachusetts Ave., Lexington, MA 02420** until 12:00 pm on Thursday, December 12, 2024. **Specific delivery instructions are as follows:**

- **RFPs sent via mail or courier should be addressed to Elizabeth Mancini, Purchasing Director, 1625 Massachusetts Ave, Lexington, MA 02420.**
- **RFPs NOT sent via mail or courier should be hand-delivered to the Procurement Lock-Box, top floor (outside the Comptroller's Office) Town Office Building, 1625 Massachusetts Ave, Lexington, MA 02420. The Lock-Box will be checked for RFPs at the specific due date and time.**

RFPs are not opened publicly. A written register of proposals will be compiled after the RFP deadline and will be made available for public inspection. The contents of received proposals remain confidential until a contract award is made.

It is the sole responsibility of the bidder to ensure timely delivery to the location listed above. Please allow ample time for delivery of bids, late bids will not be accepted under any circumstance.

Unforeseeable Deterrents - If at the time of the deadline, the designated site is unavailable due to circumstances beyond the control of the Town of Lexington, the deadline will be automatically postponed (with or without notice to potential bidders) until 1:00PM at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the deadline will be formally postponed with notification to all parties provided RFP documents by the Town of Lexington. RFPs will be accepted until any postponement time.

7. COMPLIANCE WITH RFP

Bidders must comply with all requirements of this RFP in order to be eligible for contract award.

Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the **Bid Price Form**, the mistake will be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. The Town of Lexington may reject or a bidder may withdraw a bid if a mistake is clearly evident on the face of the **Bid Price Form**, yet the intended correct bid is not similarly evident.

8. FORM OF BID

Price proposals must be submitted on the **Bid Price Form (FORM C)** provided and must contain all the required enclosures itemized in Section 9 below

9. REQUIRED BID DOCUMENTS

All bids are **required** to contain the following forms fully completed and signed:

- General Bid Form** (*Form A*)
- Statement of Competency -- with list of references** (*Form B*)
- Bid Price Form** (*Form C*) *Please note submission requirements in section 5 above.*
- Non-Price Proposal** *Please note submission requirements in section 5 above.*
- Attachment A- Vehicle Fleet Information**
- Vehicle Accessibility Checklist** (*Appendix D*)

10. MODIFICATIONS TO BIDS

A bidder may correct, modify, or withdraw a bid by written notice received by the Town of Lexington not later than the close of business on the day before the RFP deadline. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the **General Bid Form** or a surrogate so authorized in writing.

After the deadline, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Lexington or fair competition as determined by the Town of Lexington.

AWARD AND CONTRACT

11. RULE OF AWARD

An award will be made as follows:

An award will be made to a responsive, and responsible bidder offering the most advantageous proposal for the goods and/or services that are the subject of this RFP (subject to the Town's budget appropriation).

12. INTERVIEWS

Interviews may be conducted with respondents, should the Town deem it necessary.

13. TIMEFRAME FOR AWARD

All bid prices submitted in response to this RFP must remain firm for 45 (forty-five) days following the bid opening or until a contract is executed, whichever occurs first.

14. RESERVED RIGHTS

The Town of Lexington reserves the right to:

1. Cancel this RFP at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
4. Accept or reject, in whole or in part, any and all bids as permitted by law.
5. Award contracts as it deems best serves the interests of the Town of Lexington.
6. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever

ways it deems best serves the interests of the Town of Lexington, while also being non-prejudicial to the interests of fair competition.

15. CONTRACT

A signed contract will result from this RFP. It is the Town's intent to award the contract to one vendor to provide project services. The contract will be in effect from July 1, 2025 through June 30, 2030, with two (2) optional one-year extension terms. The Town reserves the sole right to exercise the extension terms. The start date of the contract may start after July 1, 2025, depending on when new vehicles are ready and branded for service. The Town shall cancel or modify this contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

BIDDER QUALIFICATION REQUIREMENTS

16. PERFORMANCE CAPABILITIES

Bidders must be capable of providing the specified goods and services on schedule, in working order, in an intact and undamaged condition, and providing any support services in a professional manner.

Time of performance is critical to this RFP. Bidders must reassure the Town of Lexington of their capacity to perform within the timeframe set out in this RFP.

17. EXPERIENCE

Bidders must demonstrate competency in the business of providing the goods and/or services specified in this RFP by conformance with the following criteria:

- a. Bidders must be, by virtue of experience and education, qualified to provide LEXPRESS Bus Service
- b. Provision of the specified goods/and or services is consistent with normal lines of business.
- c. Incorporated to do business in Massachusetts.
- d. Receive favorable ratings from references.
- e. Vendor shall demonstrate that the products offered are the requested specifications.
- f. Bidders that do not meet these minimum qualifications will not be considered.

18. REFERENCES

Bidders must provide a list of all engagements during the past three years where the bidder did similar or like work as requested in this RFP. Any omission will be considered grounds to invalidate the proposer's bid. Use a separate sheet(s) clearly marked "REFERENCES" to provide the following information for each engagement and/or reference.

1. Customer Name
2. Years as a customer
3. Street
4. City, State, Zip

Poor references may be used as a basis for determining that a VENDOR is not a responsible bidder. The Town of Lexington may act as its own reference.

- 5. Contact Person
- 6. Telephone number

19. SUBCONTRACTORS

- Proposer must supply a list of sub-contractors used for specialty services. Subcontractors may be used if approved in advance by the Town of Lexington. The town encourages the use of minority and women-owned business enterprises.

PRODUCT AND PERFORMANCE TERMS

20. “OR EQUAL”

An item at least equal to one or more that are named or described in the Specifications may be offered by a Bidder.

The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of quality only. An item equal to one or more that are named or described in the Specifications may be offered by a vendor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the use intended, and (3) it conforms substantially to the requirements of the specifications with only minor deviations immaterial to the requirements of the preceding conditions (1) and (2). The name and manufacturer’s published product specifications establishing product equality must accompany “Or Equal” Bids. Acceptance of “Or Equal” Bids shall be at the sole discretion of The Town of Lexington whose decision shall be final.

21. INVOICING

Selected Vendors must direct all invoices to the Transportation Services Department.

The Town of Lexington is tax-exempt. Sales taxes and finance charges will not be paid.

Invoices must contain, or be accompanied by, the following information:

- **Invoice # (+ Purchase Order #, if applicable)**
- **Week of service**
- **# of days of service for that week**
- **# of buses in revenue service for that week**
- **# of revenue hours**
- **Hourly rate**
- **Total amount due**

22. PAYMENT

The goods and/or services procured through this RFP are funded by the Town of Lexington on an indirect payment basis. Invoices detailing work completed on this engagement can be submitted weekly, however, 10% of the contract cost may be held until the successful completion of this project. The Town of Lexington will make all necessary effort to expedite payment cycles. A sample Accounts Payable warrant schedule is included in Appendix C to this RFP. The Town of

Lexington will not be liable for slow payment cycles.

APPENDIX A – SPECIFICATIONS

PURPOSE OF REQUEST

The work contemplated shall consist of furnishing all motor vehicles, equipment, maintenance, insurance, labor, uniforms, and training required to operate a public transportation service as described in this Request for Proposals (RFP) Document. This contract is for a five-year period with two one-year extensions in accordance with M.G.L. C 30B and annual Town Meeting approval of funding. The start date will be **July 1, 2025**.

BACKGROUND

The Town of Lexington is a full-service municipal government located in Middlesex County, Massachusetts, approximately 13 miles northwest of Boston. It is governed by a five-member Select Board and Town Manager. Its legislative body is a Representative Town Meeting. The Town employs approximately 350 permanent employees.

Lexington encompasses 16.6 square miles and has a population of approximately 34,000. The Town has operated LEXPRESS, a fixed-route, community public bus service since 1979. LEXPRESS is open to people of all ages and abilities, including senior citizens, youth, people with disabilities, and other members of the public. Currently, the bus service operates three fixed-routes with flag-stops and occasional route deviations using three vehicles in revenue service with one additional vehicle as a back-up. Service currently runs from 7:30 a.m. until 7:30 p.m., Monday through Friday. It does not operate on legal holidays as noted in Appendix E and may have shorter schedules on Christmas Eve and New Year's Eve. Last year (FY24; 7/1/23-6/30/24), the actual vehicle revenue hours were 8,892 for a three-route, three-bus service, and our actual vehicle revenue miles were 129,122 operating in the above manner. Our service intent is to serve as many riders as reasonably possible of all ages and abilities, with reliable, on-time service, and to treat each of them with the utmost respect, while offering a safe and pleasant riding experience.

Vehicles for this contract may be owned or leased, but must meet all vehicle criteria (see Vehicle Checklist, Appendix D). Vehicles must be able to withstand the type of service and mileage they will be used for and should be well-maintained throughout duration of contract.

Scope of Work

23. A. DESCRIPTION OF TRANSPORTATION SERVICES

1. Service Concept

The Lexington bus system, LEXPRESS, is a fixed-route system with FLAG stops and slight route deviations by request. All routes begin and end in Lexington Center. The basic service currently consists of three (3) routes of an average 50-minute duration, with each route being served once per hour throughout the current 12-hour service day by three Lexpress buses. Current additions and variations to the basic service are described in Specifications, Section 23.A.3. These additions/variations may be changed by the Town from time to time.

Fixed route service shall be operated on a schedule established by the Town. This schedule shall be adhered to with no vehicle operator leaving a posted departure point prior to the scheduled departure time. Drivers should have accurate, visible timepieces to ensure schedule adherence. There shall be no departure delay greater than five (5) minutes unless it results from weather, traffic or detours on the routes during the hours of operation. The LEXPRESS fixed route structure, number of routes, time of departure and arrival time for the service may be changed, amended or varied from time to time by the Select Board or its duly authorized representative, provided the Contractor is given ten (10) days advance notice.

2. Service Description

The contract duration shall be five years with an option to extend the contract for two (2) one (1)-year periods. The contract will start on July 1, 2025. The contract is subject to annual Town Meeting approval of funding and extension years may be exercised at the sole discretion of the Town.

Service is to be provided Monday through Friday. Current service hours are 7:30AM-7:30PM. Service is not proposed for Saturdays, Sundays, and the legal holidays as observed in the Town as outlined in Appendix E. However, the Town reserves the right to schedule additional days and hours of service including Saturday, Sundays and holidays. The Town is seeking proposals that would continue to offer a three-bus, three-route service, for 12 hours/day or about 180 hours/week. In the event of extreme weather and/or road conditions, the Town reserves the right to cancel LEXPRESS bus service until such time as the Town determines that the weather and/or road conditions are safe. The Town will notify the contractor at least one hour prior to the regularly scheduled start of the bus service and no compensation will be paid for service. If the Town cancels the LEXPRESS bus service less than one hour prior to the regularly scheduled start of the bus service but before three hours of service have been provided, the contractor shall be compensated for three (3) hours per vehicle. If the town determines that the roads are unsafe for LEXPRESS bus service more than three hours after the regularly scheduled start of the bus service, the Town will only compensate the contractor for the hours of service provided.

3. Service Increase or Reduction

The total number of hours of operation may be increased or reduced by the Select Board or its duly authorized representative, provided the Contractor is given ten (10) days' notice. The Town of Lexington may add additional operating hours, including but not limited to the following situations:

- One of the main fleet vehicles may be asked to participate in the Town's PARADE on Patriot's Day.
- To pilot additional service
- If the Town wishes to utilize the non-fleet back-up vehicle for point-to-point or charter transportation on a limited basis.
- If the Town wishes to utilize the non-fleet back-up vehicle when a specific route consistently exceeds capacity or during periods of time when extra traffic may be expected on certain routes such as holiday traffic.

The contractor must provide the main fleet vehicles at the same unit costs as those identified in the contract. Payment shall be made based only on hours of actual service provided, unless otherwise specifically identified in the contract.

If funding opportunities arise to expand LEXPRESS bus service in a manner that would require additional vehicles and drivers, and vendor is agreeable, this contract may cover the additional service provided that the following four conditions are met (per M.G.L c. 30B):

1. the unit price remains the same or less;

2. the Town's procurement officer documents in writing that an increase is necessary to fulfill the action needs of the local jurisdiction and is more economical and practical than awarding another contract;
3. the parties agree to the increase in writing; and
4. the cost of the increase does not exceed 25 percent of the contract price.

4. Fare Structures

All fares collected on-board go to the Town via secured fareboxes. Most riders pay with passes. For those who pay cash fare, current fares are: \$2 (age 6-64); \$1 (Age 65+ or disabled); FREE (Age 0-5). For riders who pay with cash and need to transfer, paper transfers are provided on-board for free. Pass sales are handled by the Town and are sold online (www.lexpress.us) and at select locations.

5. Routes

The brochure included in Appendix B describes the present three-route system, current schedule and fares. It should be understood that these may be revised in accordance with these Specifications prior to or during the term of the contract.

6. Coordination

Lexington employs a Transportation Manager who will serve as a liaison between the Contractor and the Town of Lexington. The Manager will coordinate advertising and promotion, respond to daily user questions and problems, and be responsible for the daily accounting of revenue and financial records, monitoring service performance, and meeting periodically with the Contractor's representative. The Town provides GPS for the vehicles and pays the subscription cost for the bus tracking app available to riders.

7. Garaging

The Town requires that overnight parking and routine maintenance be available within a maximum 45-minute drive of Depot Square in Lexington Center. The Town can provide the Contractor with non-secured outdoor parking for the main fleet vehicles and one non-fleet back-up vehicle during service hours.

8. Facilities for Drivers

Drivers will have access to bathrooms at the Visitors Center, 1875 Massachusetts Avenue, along the Minuteman Bikeway, which is just 0.1 miles from the Depot, or about a 1-2 min walk. Drivers must be quiet, clean, and courteous when using this space. Additionally, drivers may use bathrooms at the Lexington Community Center, 39 Marrett Road (Route C travels to this site), and there is a public library near our Depot in Lexington Center and an array of businesses drivers may seek out during breaks.

9. Fueling Vehicles

Vendor will be asked to fuel at the Town's pump located at our Department of Public Works (DPW) facility at 201 Bedford St, Lexington. Each driver must obtain their own picture ID and key fob to pump at this facility. Vendor will not be responsible for payment for fuel for LEXPRESS buses fueled at this facility. If fuel prices at retail pumps drop below the rate the Town pays on contract for its fuel, the Town Transportation Manager will ask Vendor to pump off-site and bill the Town for fuel. Generally, prices at

the Town pump will be lower than at a retail location. Fuel usage and rates will be reviewed monthly by Transportation Manager and other Town staff. Vendor will be trained on how to access and use this facility. The chosen Vendor for LEXPRESS may only fuel vehicles used for LEXPRESS service at this facility.

24. B. CONTRACTOR’S EQUIPMENT RESPONSIBILITY

1. Equipment for Main fleet

The Contractor shall be responsible for providing a main fleet of three buses and one non-fleet back up vehicle. Preference is that all vehicles be of same model and vehicle wrap/branding, to be recognizable to riders. New branding will be designed by Town and shared with vendor. The Town is considering keeping vehicles white, with a simple branding that evokes the LEXPRESS buses of 1979, as this contract will correspond with the 50th anniversary of the service. All vehicles should meet accessibility standards noted in Appendix D – Vehicle Accessibility Checklist. Proposers must provide the Town with detailed specifications for each proposed vehicle.

The Town may require minor changes in the submitted vehicle specifications and any resulting change in vehicle cost may be passed on or credited to the Town. The Town or its Agent reserves the right to inspect all proposed vehicles and the facility where they will be maintained and stored. The successful proposer is expected to maintain the vehicles in good operating condition throughout the course of the contract. Additionally, installation of any hardware, signs, decals, etc. on the outside or inside of the buses must be approved by the Town in advance.

The Town will determine the acceptability of the proposed vehicles according to the specifications listed below, the Vehicle Accessibility Checklist in Appendix D that should be completed, and the Evaluation Criteria. Proposed vehicles not meeting the following specifications will be eliminated from consideration. The vehicle specifications listed below are not intended to limit the bidding to a specific make or model. The main fleet buses proposed must:

- ◆ Ideally be equal, or superior, in quality to the Glaval Universal bus which is what has been in use for Lexpress since 2017.
- ◆ Be of the same vehicle model ideally, but will consider a mix of models if necessary if they are of equal or higher quality to our outlined specifications
- ◆ Be no earlier than 2024 model year
- ◆ Be no longer than 30 feet long
- ◆ Be 100% compliant with EPA exhaust emission standards
- ◆ Be guaranteed to last the duration of the contract. Altoona testing specs and maintenance plan must lend confidence that vehicles will last with minimal downtime.
- ◆ Have a mileage reading of less than 5,000 and not have been previously titled for revenue service
- ◆ Seat a minimum of 20 ambulatory passengers in the absence of wheelchair securement and accommodate an additional number of standees up to the legal limit.
- ◆ Have lap belts with under seat retractors installed on all passenger seats.
- ◆ Have LED signage indicating the routes being covered by the bus. These signs must be in the front and on the right side of the bus. The signs must be easily changeable to indicate a change in the routes being covered by the bus or to

indicate that the bus is not in service.

- ◆ Have overhead hand rails and grab handles on the aisle seats.
- ◆ Have up-to date certification by the Massachusetts Department of Utilities (DPU).
- ◆ Be equipped with snow tires in appropriate weather or all-weather tires
- ◆ Be heated and air conditioned, as appropriate
- ◆ Comply with the “American with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR Part 38 and include a provision of a lift or ramp and internal securement area for two wheelchairs. The universal handicap decal will be affixed to the front, upper boarding corner of each fleet bus to identify its ADA compliance. (Please complete the Vehicle Accessibility Checklist in Appendix D)
- ◆ Be shrink-wrapped in a scheme provided by the Town. This scheme shall be professionally affixed to the vehicle in accordance with Town specifications. Please note that the Town will likely not use the current wrap-scheme on new buses. As the new bus timeline will also intersect with the 50th anniversary of LEXPRESS, we are considering a simpler wrap and utilizing white buses with simple striping/text scheme.

- ◆ Be equipped with standard locked fareboxes in view of the driver that include removable vaults. There must be a farebox for each main fleet and back-up vehicle, plus double the amount to allow for daily exchange purposes. (If there are 3 main fleet vehicles and 1 back-up, there should be a total of 8 fareboxes.. The inside bus configuration must allow the fareboxes to be installed so they are easily accessible by the boarding passenger. The farebox manufacturer shall mail the key(s) to the vaults to the Town of Lexington, Transportation Manager, 39 Marrett Road, Lexington MA 02421.
- ◆ In the event that the Town of Lexington procures new transit technology to enhance service, such as Automated Passenger Counters, infotainment systems, Automated Fare Collection systems, new GPS equipment, etc. the contractor must provide appropriate accommodation for any and all of these devices, including mounting, and coordination with the Town’s maintenance provider of such equipment for necessary repairs.
- ◆ The contractor must provide appropriate accommodation for Town-owned automatic vehicle location (AVL) GPS units, including mounting, and coordination with the Town’s maintenance provider of such equipment for necessary repairs. Current units are hardwired AVL Pepwaves.
- ◆ Be equipped with wireless communication devices that can communicate with the Contractor’s dispatcher, the Lexington Transportation Services Office, and other LEXPRESS bus drivers and comply with the Hands-Free Law.
- ◆ Be equipped with adequate interior space to post fare information, flyers and promotions generated by the Town. There should be a way to affix signs in the bus. The Town is open to also considering “infotainment” systems to display information.
- ◆ Be equipped with a 2-bicycle rack to be mounted on the front of each vehicle.
- ◆ Security cameras on each vehicle are required. .
- ◆ The vehicles should offer a smooth ride and allow for easy entry for seniors, people with shopping carts and mobility devices.

- ◆ Passengers should be able to see out the front window directly without having to bend/tilt their heads.
- ◆ The Town is willing to work with the selected vendor on the layout of seating to accommodate passengers with shopping carts or strollers.

EQUALITY — An item equal to that named or described in the specifications may be furnished by the vendor and the naming of any commercial name, trademark, or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal in quality, durability, appearance, strength, and design if (a) it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and (b) it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be submitted to the Town in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L., c.30, s.39J, or other Statute, approval shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the vendor’s expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility of the proper performance shall continue to rest with the vendor.

2. Non-Fleet Back-Up Equipment

If at any time during the hours of service there are not three (3) main fleet vehicles available, the Contractor shall provide a non-fleet back-up vehicle to cover the route(s). In case of a breakdown during operation, it is expected that the riders on the out-of-service vehicle will be accommodated as quickly as possible. The back-up vehicle must be in service on the appropriate route within twenty minutes. It is considered highly advantageous to have the back-up vehicle available in Lexington at least 75% of the day. When in use, the non-fleet vehicle:

- Must meet all the same specifications as described in section 24.B.1 and 24.B.2 including coming equipped with a Town-owned GPS unit.
 - Must be wrapped exactly as the main fleet
 - Must prominently identify the vehicle as part of the LEXPRESS system with professionally made signs, both in front and on the sides.

When the back-up vehicle is filling in for a main-fleet vehicle, the Contractor must provide the back-up vehicle at the same unit cost identified in the contract with no minimum number of consecutive hours required. Please note that if all four vehicles (three main fleet, one back-up) are of same make, model, and wrap, the vehicles can be rotated across routes for even wear and tear.

25. C. CONTRACTOR’S MANAGEMENT AND PERSONNEL RESPONSIBILITY

1. Personnel Responsibilities

- a. The Contractor must provide at its expense duly licensed operators for all equipment. The Contractor shall exercise good judgement in hiring and

supervising operators to ensure that operators are mature, honest, and responsible individuals with good driving records.

The Contractor must provide copies of operators' commercial driver's license and DPU certification. Persons with prior felonious convictions may not operate LEXPRESS buses. The Town reserves the right to instruct the Contractor to change or remove specific operators whose maturity, honesty, and/or responsibility is questionable.

- b. In light of the fact that the successful bidder will be responsible for transporting Lexington's residents, including schoolchildren, the successful bidder shall be required to work in conjunction with the Town to take all lawful steps necessary to obtain background information through the criminal offender record information ("CORI") system and sex offender registry information ("SORI") system, for each individual who will serve as an employee or independent contractor to drive the bidder's transportation routes. To the extent legally permitted, no person with a criminal or sexual offense background will be hired as an employee or independent contractor to drive for the bidder.

In addition to the requirements that are set forth above, the successful bidder shall, to the extent permitted by law, ensure that each employee or independent contractor undergoes a satisfactory medical check and is fit to perform his or her driving responsibilities. Finally, the successful bidder will be required to furnish to Lexington the name address, and phone number of each driver who will serve as an employee or independent contractor of the bidder in the performance of this contract, and copy of the their driver's license..

These requirements will be in force throughout the term of this contract, and they shall apply to all existing employees and independent contractors and all new employees or independent contractors of the successful bidder who will be driving the bidder's transportation routes. The requirements that are set forth above are mandatory, and they shall not be waived for any bidder for any reason.

- c. The Contractor must implement a drug testing policy for drivers in accordance with Federal law including: Procedures for Transportation Workplace, Drug and Alcohol Testing Programs (49 CFR Part 40); Prevention of Prohibited Drug Use in Transit Operations (49 CFR Part 653); and Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations (49 CFR Part 653 and 654). The Town of Lexington must be provided with the written policy of the contractor regarding drug testing. The Town of Lexington may require that the contractor complete drug testing on individuals if reasonable suspicion exists or after an accident occurs. The Town may request copies of drivers' test results.
- d. Before a driver covers a route alone, the Contractor shall be required to adequately teach him or her the routes, proper fare collection methods, proper ridership tally requirements, customer service techniques, wheelchair lift or ramp operating procedures, and all other applicable procedures.
- e. The Contractor shall ensure that the operators maintain their own person in a

clean and neat manner. Uniform shirts for all drivers are required to promote a professional appearance. Drivers must wear nametags that are visible to all riders. The drivers should relate to the riders in a manner which reflects the image of a specialized community service. They shall be courteous, helpful, and friendly. They shall comply with any and all rules and regulations of the Select Board (contained in this section, SPECIFICATIONS FOR LEXPRESS SERVICE) applicable to the Lexpress system.

- f. Drivers shall not smoke on the buses or within sight of the LEXPRESS bus lane at Depot Square. Drivers shall not eat while transporting passengers, shall not take personal calls while driving, and shall not listen to the radio while bus is in service.
- g. The Contractor shall instruct its personnel that no gratuities or tips shall be solicited or accepted for any reason from any person using the service, and the Contractor shall be required to enforce said restriction.
- h. If a driver violates the regulations contained in Appendix A, Specifications and/or the General Laws of Massachusetts, said driver may be prohibited by the Town from operating Town bus services.
- i. The driver shall ensure that the regulations for riders are enforced. Rider regulations are as follows:
 - ◆ All riders are required to present a valid pass, transfer, ticket or cash fare, unless otherwise directed by the Town.
 - ◆ Within the buses, riders shall not: smoke, eat, or drink any beverage that does not have a secured lid (no alcoholic beverages allowed); vandalize the vehicles; use offensive, rowdy behavior.
 - ◆ Any passenger not complying with the restrictions listed may be asked to leave the bus. Mature judgment should be used in handling the above situations. Vendor and Vendor's Driver Supervisor are encouraged to contact the Town's Transportation Manager to identify solutions to any problematic behavior.
 - ◆ Any passenger using an invalid pass or misusing his/her pass shall have the pass confiscated.
 - ◆ While we do require fare payment, our preference is to not leave riders stranded, so in the event someone does not have the full fare or pass, drivers may allow someone to ride in this situation with a warning that they will need to have fare or pass for future trips. Drivers are encouraged to give riders the schedule which has fare information and information on how to obtain a subsidized pass, should someone be unable to afford the full fare or pass prices.
 - ◆ While COVID restrictions for public transit have been lifted, it is expected that should this change, the Town and our Vendor will comply with such changes.
- j. The Contractor shall ensure that drivers complete and submit all reports as required in Section 28.F, Contractor's Data Collection and Reporting Responsibilities.

- k. The Contractor shall be required to provide, at his/her expense, an on-site Supervisor who is available throughout the entire day of service. The Supervisor will be responsible for daily operations, and their primary responsibility will be to ensure the system runs on time with properly trained drivers and vehicles that meet all the contract requirements. The Supervisor, who may also be a driver, is responsible for ensuring that all drivers are aware of and operating according to the SPECIFICATIONS contained herein. The Supervisor will maintain daily contact with the Town and shall be available to address concerns raised by the Town's Transportation Manager. The Town communicates frequently each service day with the Supervisor.
- l. The Supervisor will be in Lexington throughout the service day, and will be responsible for all service operations. When primary Supervisor is off-duty, another designated Supervisor must be provided.
- m. If there is a change of Supervisors, this shall be reported to the Town Transportation Manager immediately. The Town reserves the right to instruct the Contractor to change or remove a specific Supervisor whose maturity, honesty, and/or responsibility is questionable. Operating LEXPRESS service without an available Supervisor may be cause to withhold pay (see Section 29. G, Compensation Due to Vendor).

2. Training

The contractor is responsible for training contractor personnel. Drivers must be trained on routes, customer service, fare collection, and other policies of LEXPRESS service before completing routes on their own. Supervisors and drivers must also receive training on wheelchair lift or ramp operation and securement. Town of Lexington requires that drivers actually drive a route confidently in training before being allowed to cover that route on their own. Drivers should have routine training on wheelchair lift or ramp operations.

While contractor is responsible for all training of personnel, there may be occasions where the Town would like to have a meeting with all drivers related to LEXPRESS service. This would happen no more than three (3) times per year and would only occur if truly necessary. We request an hourly rate for such meetings be included in the pricing.

3. Scheduling

- a. Drivers shall be available at the starting point of route (Depot Square) at least ten (10) minutes before the start of their routes and shall not leave their posts until another driver for their bus arrives. They shall meet the time schedules for the respective predetermined LEXPRESS routes as permitted by traffic conditions.
- b. Drivers shall be required to be available at all times to meet time schedules for their respective routes. All routes must be started within five (5) minutes of the scheduled time unless affected by traffic or weather conditions along the LEXPRESS routes. Second and subsequent shift drivers must also start their service on time. If delayed more than 5 minutes, start time delay and its cause must be noted on the ridership sheet.
- c. Reports of downtime and other scheduling difficulties are to be submitted

according to Section 28.F, Contractor's Data Collection and Reporting Responsibilities.

26. D. CONTRACTOR'S EQUIPMENT REPAIR AND MAINTENANCE RESPONSIBILITIES

1. Care of Equipment

- a. The Contractor will be required to provide the necessary services for cleaning, maintaining, and repairing the vehicle exterior and interior passenger area in accordance with reasonable standards established by the Town.
- b. All equipment shall be maintained by the Contractor in a clean, attractive, working and trouble-free condition in order to encourage ridership and assure minimum disruption of normal operations. Damage and vandalism to equipment shall be corrected within one week, unless another repair schedule is agreed to by the Town.
- c. Interiors of vehicles shall be swept daily by the Contractor. Equipment for sweeping shall be available for necessary clean up during the day. Windows and interiors of vehicles shall be washed at least twice a week.
- d. Vehicle exteriors shall be kept clean and washed at least twice a week. Additional washing will be necessary in inclement weather.
- e. All the above shall be arranged so as not to interfere with operating hours of service.

2. Vehicle Out-of-Service

In case of a breakdown during operation, it is expected that the riders on the out-of-service vehicle will be accommodated as soon as possible. The back-up vehicle must be in service on the appropriate route within twenty minutes. The Contractor shall notify the Lexington Transportation office within ten (10) minutes whenever a bus is out of service, or whenever the schedule is interrupted in any way. A written report shall be submitted daily, as specified in Section 28.F.1., Contractor's Data Collection and Reporting Responsibilities. The bidder must make available additional vehicle(s) in the event more than one of the LEXPRESS main-fleet vehicles are out of service. Maintenance and inspections should be planned to allow use of LEXPRESS branded back-up vehicle when a revenue vehicle is out of service.

3. Vehicle Repairs

The Contractor shall provide at Contractor's expense all repairs and maintenance of equipment for all transit vehicles furnished the Town to ensure vehicle safety as well as reliability. This shall be done in accordance with the manufacturer's recommendations, including preventive maintenance, and in a manner that will ensure all vehicles used are in reliable operating condition throughout the term of the contract.

4. Fueling of Vehicles

All buses must start the day with a full tank of fuel. Therefore, vehicles must be fueled prior to or after revenue service hours. Spare buses should be fueled before being placed in revenue service. Fueling during the revenue service hours may result in downtime penalties. A bus may not be fueled with passengers on board. Please see section 23.A.9 for a description of how vehicles will be fueled at Town pumps.

5. Inspection

The Town reserves the right to inspect all vehicles a maximum of four (4) times a year on the Town's premises, and to expect cooperation from the Contractor to ensure there is no downtime as a result of these inspections. Legible maintenance and warranty records shall be delivered to the Transportation Manager upon request. They shall be dated, show vehicle number, mileage and work performed.

27. E. CONTRACTOR'S REVENUE COLLECTION RESPONSIBILITIES

1. Rider Revenue

The Contractor will be required to receive and collect rider revenue and will be accountable to the Town for the collection of all revenue in a manner acceptable to the Town and consistent with the following procedures:

- a. The Town will inform the Contractor on the standard charge per ride according to classifications determined solely by the Town.
- b. The Town will provide all transfers, passes or other evidence of paid fares for riding privileges.
- c. The Town will require standard locked fareboxes on each bus to be used in the collection of fares from riders.
- d. The Contractor shall ensure that passengers present the required fare or present a valid transfer, ticket or pass, unless otherwise directed by the Town. The Contractor will collect money or its equivalent and shall be held accountable for such money or its equivalent collected by the operators. An accounting of such money or its equivalent shall be made by or in the presence of a representative of the Town according to procedures established by the Town.
- e. The procedures outlined in this Section may be modified, amended or changed by the Town consistent with the general concept of collection and accountability by the Contractor for all revenue collected from riders.
- f. Transfers shall not be accepted unless they are the appropriate color for the particular day as specified by the Transportation Manager and unless they are from a route other than the one the bus is covering.
- g. Passes shall be checked to ensure that they have not expired.
- h. The Contractor shall ensure that the passenger deposits the cash fare or a ticket into the farebox when a pass is not used unless otherwise directed by the Town. Drivers must not handle money or provide change.
- i. The Contractor shall ensure that transfers are only issued to passengers paying by cash and/or ticket, and not to passengers using a transfer or pass.
- j. The Contractor shall store all used locked farebox vaults and daily ridership

sheets in a secure location overnight, and deliver them to the Lexington Transportation Services Office on the next day of service. The farebox vaults shall be exchanged for empty vaults to be used for the next day's service.

2. Advertising Revenue

- a. No Contractor advertising signs are to be permitted on the exterior or interior of the buses unless approved in writing by the Town.
- b. No advertising signs are to be permitted on the exterior or interior of the buses unless approved in writing by the Town. Any advertising will be sold according to the rate and procedures established by the Town and the proceeds from such sales, if any, will be paid to the Town. The Town currently does not have an advertising program for LEXPRESS, but may explore options.

28. F. CONTRACTOR'S DATA COLLECTION AND REPORTING RESPONSIBILITIES

1. The Contractor shall be required to submit to the Transportation Manager daily reports on forms supplied by the Town as described in these SPECIFICATIONS. These forms shall be used to record the following and may be changed at the Town's discretion:
 - ◆ Daily ridership by route, time of day, payment type, and age group.
 - ◆ Daily report of mileage, submitted by vehicle.
 - ◆ Each form should include a written description of unusual conditions or customer service issues and daily records of any issues such as portions of routes not covered, late starts, and use of non-fleet vehicle(s), including: route number, time of day, length of time, nature of problem, back-up vehicle used and seat capacity if different from the main fleet.
 - ◆ Records of vehicle out-of-service or schedule interruptions for reasons other than breakdown, including nature of problem.
 - ◆ Supervisor should communicate any irregularities of service as soon as possible to Transportation Manager. This includes information about unexpected detours, buses running late, taking a bus out of service, or other unusual conditions. This information should also then be tracked in writing on the appropriate form.
2. The Contractor shall notify the Transportation Services Office immediately in the event of an accident and/or injury involving a LEXPRESS vehicle. The Contractor shall prepare a written report within 24 hours on any accident and/or injury involving any LEXPRESS vehicle and/or rider. In the event of an accident, a police report must be completed in the Town where the incident occurred and a copy must be submitted to the Transportation Services Office. The Town of Lexington may require the Contractor to complete drug testing of a LEXPRESS driver as an immediate follow-up to an accident.
3. The Contractor shall submit weekly bills based on the calendar month detailing

the daily service hours and downtime.

29. G. COMPENSATION DUE TO VENDOR

The Town shall pay weekly bills based on the calendar month according to our warrant schedule (Appendix C) for actual vehicle revenue hours of service performed, less any penalties as described in this Section (G.) of the SPECIFICATIONS. A route with its recovery time shall be considered one (1) hour of service. The Town of Lexington will not pay for downtime.

1. Any route not covered shall be considered one (1) hour downtime, except as described in G.4 or as directed by the Town.
2. Starting a route more than five (5) minutes late for reasons other than traffic on the LEXPRESS routes or weather during LEXPRESS operations may be treated as one (1) hour downtime. Driver Supervisor must alert Transportation Services if a bus is starting more than five (5) minutes late and this must be recorded on driver forms.
3. Any route not covered on its first run of the day, other than if requested by the Town, will be considered two (2) hours downtime. This two hour per route (i.e. double) downtime shall be in effect until such time as all vehicles are back in service providing the agreed upon level of full service.
4. Any route on which fares are not collected properly may be treated as one- (1) hour downtime.
5. Repeated and/or numerous customer service complaints and/or safe driving complaints (i.e., speeding, running stop signs, near-miss accidents) may result in route(s) on which the incident(s) occurred being treated as downtime.
6. Fueling of buses during revenue service hours may result in downtime penalties if regular, scheduled service is interrupted or passenger service is compromised.
7. Fueling of a bus with a passenger on board is prohibited and will be treated as one (1) hour downtime.
8. Operating without an assigned Supervisor available may be treated as downtime if issues arise that required the attention of the absent Supervisor.
9. Any time there are more than three (3) consecutive hours of downtime, all subsequent one (1) hour routes not covered will be considered two (2) hours downtime until such time as all vehicles are back providing full service according to schedule.
10. Any time any one of the main fleet vehicles is inoperable for more than fifteen (15) days, the Town reserves the right to collect liquidated damages of \$275 per day for every subsequent day the vehicle is inoperable. The Town may be willing to waive such damages or to negotiate an alternative arrangement to assure the availability of a substitute vehicle, depending on the circumstances. We are aware of current supply chain issues and our goal is to ensure we can maintain adequate, accessible service for our riders.
11. In the event it becomes necessary to use a non-fleet back-up vehicle that does not meet the standards of the main fleet , the Town will pay two-thirds (2/3) of the normal rate per vehicle hour for every hour, or portion thereof, that the smaller vehicle is in service. Please note all vehicles used for service must meet accessibility criteria and DPU operating standards.
12. If any of the vehicles in the main fleet are used in activities other than those directly related to the operation of LEXPRESS, unless and until specifically permitted in writing by the Town, the Town reserves the right to collect

- liquidated damages of up to \$1,000 per bus per incident per day.
13. For any non-compliance with the provisions of the Contract that does not involve vehicle downtime, the Town, after twenty-four (24) hours written notice, reserves the right to collect liquidated damages of \$275 per day until such time as the Town determines that the Contractor has satisfactorily complied with the Contract provision.

30. H. INSURANCE

The Contractor shall obtain and maintain throughout the term of the Contract the following policies of insurance written by insurance companies satisfactory to the Town and shall submit a certificate that such insurance is in force and effect at the time of the execution of this Contract and at any other time at the request of the Town: Workmen's Compensation as required by the laws of Massachusetts; automobile liability insurance, including the use of all vehicles owned, hired, leased and non-owned used for the service herein described, with limits not less than five million dollars (\$5,000,000) combined single limit, no deductible, including both bodily injury and property damage.

31. I. TIMELINE

RFP available: Thursday, November 14, 2024 at 12:00 PM

Deadline for written questions: Monday, November 25, 2024 by 4:00 PM

Final Addendum Released: Tuesday, November 26, 2024 by 4:00 PM

Deadline for RFP Responses: Thursday, December 12, 2024 at 12:00 PM

Week of December 16, 2024 Inspections of proposed vehicles and maintenance facilities and interviews, if needed.

Notice of Award will be made no later than January 6, 2025. A contract will be negotiated and signed within one week of Notice of Award, culminating in a Notice to Proceed.

Contract to begin on Tuesday, July 1, 2025 or soon after when vehicles are ready. Work to be completed per proposal.

ASSURANCES & DELIVERY

The Town of Lexington, acting through its Transportation Manager or designee, shall inspect the work and give directions pertaining to the work. The vendor or subcontractor shall notify the Town or its representative of the time of starting work, interruptions and delays.

The Contractor shall keep the work under its personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without notice and clearance by the Town.

All materials, methods of delivery, and staff involved with delivery must comply with all applicable laws, statutes, policies, and regulations. Ignorance of any law, regulation, policy, or statute is not an excuse for non-compliance with those laws, regulations, policies, or statutes. This includes but is not limited to prevailing wage, MGL 30B, MGL 30 39m, and MGL 149.

Accessories & Insurance

- Insurance
 - Must provide the Town of Lexington with a copy of Insurance certificates documenting amounts of coverages for:
 - Public Liability and Property Damage Liability Insurance,
 - Comprehensive Vehicle Liability and Property Damage Insurance consistent with Section 30; and
 - Statutory Workman’s Compensation Insurance.
 - Evidence of existing workers’ compensation insurance policy must be provided in accordance with MGL Ch. 152, Section 25C and attached.
- Copy of W9 is required and must be attached.
- Non-collusion and fraud certification are required, must be signed, and attached.

Warranties

- Warranties are encouraged. Failure to provide warranties shall not relieve a bidder of their obligations to maintain and operate a fleet consistent with the terms of this RFP and the Contract.

Delivery & Delivery Schedule

- All materials must be available for delivery as needed by the anticipated contract start date of July 1, 2025. The Town is aware of supply chain issues but requires that the selected vendor communicate with the Town any delays encountered throughout the vehicle procurement process. It is imperative for this communication to occur in order to set proper expectations related to the contract start date. Please note that in order to ensure there are no service disruptions, the Town may need to extend the contract with the existing vendor until such time that the new vehicles are ready and service may commence under the new contract.
- Deliveries or availability of materials being picked up must be made within 48 hours of notice of need after that point.
- All materials delivered or delivered “in place” must be accomplished with vehicles and equipment that are in good repair and equipped with all Federal and State required safety devices, lights, symbols, etc., visible to the traveling public from both front and rear of the vehicles and equipment, in order that accidents may be prevented.

PAGE INTENTIONAL LEFT BLANK

MINIMUM AND EVALUATIVE CRITERIA

Each vendor is required to submit a Non-Price Proposal. Each Non-Price Proposal shall first be reviewed to ascertain whether or not the below Minimum Criteria have been met.

A proposal that does not meet all of the Minimum Criteria shall be deemed non-responsive and shall not be evaluated further.

Each proposal meeting all the Minimum Criteria shall then be rated by a Selection Committee according to the Evaluative Criteria. Price Proposals will then be opened to determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and evaluation criteria as set forth in the RFP. Final decision as to the award of a contract under this RFP shall be made by the Town Manager based upon a recommendation from the Selection Committee.

The Town reserves the right to contact sources from whom references were not provided and may use its own experience as a reference. Evaluations shall also include an inspection of the proposed vehicles (fleet and non-fleet) and/or an inspection of the proposer's facilities (including maintenance facilities).

Please provide the following information in approximately the following order so that the Selection Committee may evaluate each proposal in an orderly, timely and equitable manner. Please ensure that the information contained in your non-price proposal addresses all minimum and evaluative criteria. Superfluous information not requested as part of this RFP or its evaluative process will not be considered.

- Prospective vendor's name;
- Addresses and telephone numbers of all prospective vendor offices;
- Structure of prospective vendor (i.e., sole proprietorship, partnership, corporation);
- Names and addresses of all partners, directors, and owners (if applicable);
- Names of all persons or entities that will have a financial interest in the contract if awarded;
- Number of persons employed by prospective vendor;
- Number of years the prospective vendor has been in business;
- Names and resumes of principals in prospective vendor;
- Evidence that the prospective vendor has current professional liability insurance applicable to the work; and
- Listing of any actions taken by any regulatory agency or litigation involving the prospective vendor or its agents or employees with respect to any work performed;
- References- please include at least three
- Financials- Balance Sheet and Income Statement (please refer to Evaluative Criteria #6 below).

MINIMUM CRITERIA

- Non-Price and Price Proposals submitted separately pursuant to MGL c. 30B s. 6.
- All required documentation is submitted and signed.
- Vendor possesses at least three years' experience operating fixed route bus service.
- Location of overnight garaging and maintenance facilities within a maximum of a 45 minute drive from Depot Square in Lexington Center throughout the service day.
- Presence of a capable Supervisor who is present throughout the service day in Lexington.

EVALUATIVE CRITERIA

1. Service Concept

The successful proposer is expected to provide fixed-route, FLAG service with some limited route deviations as described in Section 23A. Proposer understands that LEXPRESS serves people of all ages, abilities, incomes, and diverse linguistic backgrounds, including many vulnerable members of the community (i.e. seniors, people with disabilities). Please be sure your proposal clearly states how you intend to provide service according to the needs of the LEXPRESS bus service.

Highly Advantageous: Proposer agrees to provide service as described in Section 23.A. and has experience operating fixed route public bus service, flag-stop service and service that includes occasional route deviations. Proposer has experience serving vulnerable populations.

Advantageous: Proposer agrees to provide service as described in Section 23.A. and has experience operating fixed route public bus service, including flag-stop service. Proposer has experience serving vulnerable populations.

Not Advantageous: Proposer agrees to provide service as described in Section 23.A. and has experience operating fixed route bus service, which may or may not have been public service.

Unacceptable: Proposer does not agree to provide service as described in Section 23.A.

2. Vehicle Maintenance Program

The successful proposer is expected to demonstrate past experience with and ability to perform vehicle maintenance in accordance with the requirements of Section 26.D of this document. In addition, the evaluation criteria includes experience in maintaining proposed vehicles; demonstration of a consistently well-executed, well-defined maintenance program; availability of a manufacturer's service representative. **Proposal must clearly describe the maintenance program, including preventative maintenance and repair process from identification through resolution, and please include prior experience with proposed vehicle types and manufacturers.**

Highly Advantageous: Proposer meets the requirements of Section 26.D of this document and meets all of the above Vehicle Maintenance Program criteria.

Advantageous: Proposer meets the requirements of Section 26.D of this document and meets two of the Vehicle Maintenance Program criteria listed above.

Not Advantageous: Proposer meets the requirements of Section 26.D of this document

Unacceptable: Proposer does not meet the requirements of Section 26.D of this document

3. Management and Organization

The successful proposer is expected to demonstrate the management and organizational capabilities needed to fully perform all the services to be provided, including both operations and administrative obligations, as described in the Section 25.C, Contractor's Management and Personnel Responsibilities. The evaluation criteria include: competent management organization and support staff; facilities for office and equipment; location of office in Lexington or within a maximum of a 45-minute drive from Lexington Center throughout the service day; Supervisor available between 7:30 a.m. to 7:30 p.m. each day, and availability of a non-fleet back-up vehicle in Lexington at least 75% of the day. Proposal must clearly describe the management of your organization, how you will manage LEXPRESS and the key individuals responsible for the contract in addition to the above. Proposal must also include the location of your main office, maintenance facilities and overnight bus storage.

Highly Advantageous: Proposer meets all of the Management and Organization criteria listed in a highly professional manner.

Advantageous: Proposer adequately meets three or more of the Management and Organization criteria listed. A non-fleet back-up vehicle can be stationed in Lexington at least 75% of the day.

Not Advantageous: Proposer meets fewer than three of the Management and Organization criteria listed above. A non-fleet back-up vehicle cannot be stationed in Lexington at least 75% of the day.

Unacceptable: Proposer does not have management and organization capabilities in place. A non-fleet back-up vehicle cannot be stationed in Lexington.

4. Personnel

The successful proposer is expected to demonstrate the ability to provide personnel to operate and supervise the vehicles; and driver training as described in Section 25.C, Contractor's Management and Personnel Responsibility. Proposal must include how you will meet the elements outlined in 25.C and describe 1) The number of existing drivers in Massachusetts; 2) The driver pay rate range; 3) Benefits and incentives for drivers; 4) Description of your driver training program; 5) Description of the Supervisor's role in your organization; 6) Explanation of the hiring and screening process for hiring capable bus operators; 7) Provide information regarding driver retention rates for past three years; 8) Description of how you have secured staffing despite driver shortage challenges and any programs you offer to recruit and retain drivers, and 9) Should demonstrate that an adequate number of drivers can be trained and available for LEXPRESS. The evaluation criteria includes demonstration of: hiring capable drivers; effective driver training program; driver benefits and incentives; employment of capable supervisor with driving and/or maintenance experience who is present throughout the day in Lexington; demonstration that an adequate number of drivers can be trained and available for LEXPRESS.

Highly Advantageous: Proposer meets all of the above evaluation criteria and indicates how Proposer would address personnel issues in a highly professional manner

Advantageous: Proposer meets at least 3 of the above evaluation criteria and the proposal indicates how personnel issues would be addressed in a highly professional manner

Not Advantageous: Proposer meets criteria of Section 25.C but proposal does not explain how proposer would meet all of the evaluative criteria.

Unacceptable: Proposer fails to meet criteria above.

5. Depth and Quality of Relevant Experience

The successful bidder is expected to demonstrate relevant experience, quality and professional experience in contract work in transportation service. The evaluation criteria include: more than three (3) years' experience in providing fixed route public bus service; experience with contracts involving more than one vehicle on more than one route; experience in providing flag-stop service; experience in providing route deviations; high quality experience in fulfilling contract work; the ability to provide the service without close supervision of the contractor by the Town; the ability to provide the service without substantial action by the hiring body to force contract compliance; and respect generated by the proposer's performance and interaction with the hiring body. Several references will be selected from the complete list of all current customers who have had a similar bus service installed and operational for at least two (2) years.

Highly Advantageous: Proposer has experience and meets all of the above criteria. Most sources indicate that proposer performed contracted work in full compliance with contract requirements in a professional and exemplary fashion; and there was no more than one source that indicated action was necessary to force compliance with contract requirements. The work of the proposer is deemed excellent by almost all of its references and contacts.

Advantageous: Proposer has experience and does not meet all of the above criteria. Most sources indicate that proposer performed contracted work in full compliance with contract requirements but some action or close supervision was necessary to obtain such compliance. The work of the proposer is deemed good or excellent by most of its references and contacts.

Not Advantageous: Proposer has minimal experience, meeting fewer than two of the above criteria. Sources indicate that substantial action was necessary to force compliance with contract requirements and/or work was deemed poor.

Unacceptable: No previous experience providing transportation service. Sources indicate company was unable to obtain contract compliance.

6. Financial Stability

The successful proposer is expected to demonstrate that its assets exceed its liabilities and that it has the financial resources to perform this contract. Such demonstration shall be made by submitting a most recent annual audited balance sheet and income statement (if the audited balance sheet is more than six (6) months old), supplemented and updated by a statement through the end of the most recent available

quarter ending, prepared according to Generally Accepted Accounting Principles (GAAP).

Highly Advantageous: Proposer appears to have long-term financial stability.

Advantageous: Proposer appears to be financially stable

Not Advantageous: Proposer's circumstances suggest financial instability.

Unacceptable: Proposer insolvent.

7. Vehicle Appropriateness

It is the desire of the Town to have a fleet of buses that provide high quality, comfortable rides, and meet the specifications described in Section 24.B.1 and the Vehicle Accessibility Checklist in Appendix D. The Town intends to make in-person inspections of the proposed vehicles and/or maintenance facilities in order to accurately rate this criteria.

Highly Advantageous: All proposed main fleet vehicles meet all specifications listed in Section 24.B.1 and all accessibility requirements noted in Appendix D Vehicle Accessibility Checklist and are equal to or superior in quality to the Glaval Universal, and each vehicle is of the same model with same vehicle wrap for the main fleet. The back-up vehicle also meets all this criteria.

Advantageous: All proposed main fleet and back-up vehicles meet all specifications listed in Section 24.B.1 and all accessibility requirements noted in Appendix D Vehicle Accessibility Checklist, but only one of the additional criteria noted in Highly Advantageous.

Not Advantageous: All proposed main fleet and back-up vehicles meets specifications described in Section 24.B.1 and all accessibility requirements noted in Appendix D Vehicle Accessibility Checklist.

Unacceptable: Not all proposed vehicles meet specifications described in Section 24.B.1 and the Appendix D Vehicle Accessibility Checklist.

CONTRACT AWARD AND TIMELINE

- The Town anticipates that a vendor will be selected no later than January 6, 2025 but reserves the right to extend that deadline. The vendor must be ready to commence the project on July 1, 2025, or as soon after as supply chain allows, and complete the project within the time frame established within this RFP.
- The Town will make the contract award to the party submitting the most advantageous proposal, taking into consideration the technical evaluations, references, and price proposal. The Town expressly reserves the right to make an award to a party other than the one submitting the lowest price proposal. The Town also reserves the right to reject all proposals and make no award, if it is deemed in the Town's best interest to do so.
- In the event that the Town and the first ranked proposer are unable to finalize negotiations via a fully executed contract agreement, the Town may terminate its negotiations with that proposer

and proceed to enter into negotiations with the next ranked proposer.

- The Town of Lexington is an equal opportunity employer.

FORM A - GENERAL BID FORM

The accompanying **Statement of Competency** and **Bid Price Form** are hereby submitted in response to the RFP cited above. All information, statements and prices are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

This bid applies to the category(s) of goods and/or services marked with an "X" below.

LEXPRESS Bus Service #25-57

Vendor Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____ e-mail: _____
Web Address: _____

Non-Collusion Statement

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Taxes Paid Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and VENDORS, and withholding and remitting child support.

For the Bidder:

X _____

Name: _____

Title: _____

Date: _____

Attach certificate of corporate vote (if required by Section 7)

FORM B - STATEMENT OF COMPETENCY

I hereby certify that the Bidder meets or exceeds the competency criteria set out in this RFP.

I further attest to the following assertions:

1. Bidder must be, by virtue of experience and education, qualified to provide LEXPRESS Bus Service
2. The Bidder meets all minimum requirements.
3. Provision of the items specified in this RFP is consistent with the Bidder's normal lines of business.
4. The Bidder is incorporated, and if required licensed, to do business in Massachusetts.
5. The Bidder will receive favorable ratings from the following references, **please attach a reference sheet as well per the "Reference" requirements.**

- _____ of _____, MA
- _____ of _____, MA
- _____ of _____, MA
- _____ of _____, MA
- _____ of _____, MA
- _____ of _____, _____
- _____ of _____, _____
- _____ of _____, _____
- _____ of _____, _____
- _____ of _____, _____

For the Bidder:

X _____

Name: _____

Title: _____

Date: _____

FORM C - BID PRICE FORM¹

LEXPRESS Bus Service

The Bidder proposes to provide the following goods and services (and as described in detail in **Appendix A, Product Specifications** of the RFP).

Please include Attachment A- Vehicle Fleet Information as part of the non-price proposal.

The Town requires that vehicles meet the specifications outlined in Section 24. B. Contractor’s Equipment Responsibility and the Vehicle Accessibility Checklist (Appendix D). The Town of Lexington reserves the right to accept or reject any or all proposals, in part or in whole, and to make an award that is deemed to be in the best interest of the Town.

Basic Bid (Required) For a three bus service Monday-Friday, approximately 180 hours week, 52 weeks per year, fourth vehicle available as back-up) for the period of July 1, 2025-June, 30, 2030. Proposer may propose more than one type of vehicle.

	Vehicle Option 1	Vehicle Option 2	Vehicle Option 3
Fleet Cost Per Service Hour			
Vehicle Acquisition Costs	\$	\$	\$
Vehicle Model			
Subtotal: Fleet Cost Per Revenue Hour	\$	\$	\$

Operations Cost Per Service Hour (Inclusive of ALL operating costs, including but not limited to operations, maintenance, consumables, insurance, management and overhead. Fuel should not be included.)			
Subtotal: Operations Cost Per Revenue Hour Year 1	\$	\$	\$
Subtotal: Operations Cost Per Revenue Hour Year 2			
Subtotal: Operations Cost Per Revenue Hour Year 3			
Subtotal: Operations Cost Per Revenue Hour Year 4			
Subtotal: Operations Cost Per Revenue Hour Year 5			

TOTAL COST PER REVENUE HOUR (FLEET & OPERATIONS, fuel not included)

Year 1: The sum of _____ Dollars (\$ _____) per vehicle revenue hour.

¹ (place in separate sealed envelope marked “Price Proposal”)

Year 2: The sum of _____ Dollars (\$) _____ per vehicle revenue hour.

Year 3: The sum of _____ Dollars (\$) _____ per vehicle revenue hour.

Year 4: The sum of _____ Dollars (\$) _____ per vehicle revenue hour.

Year 5: The sum of _____ Dollars (\$) _____ per vehicle revenue hour.

Contract Extension 1:

Year 6: The sum of _____ Dollars (\$) _____ per vehicle revenue hour.

Contract Extension 2:

Year 7: The sum of _____ Dollars (\$) _____ per vehicle revenue hour.

Hourly rate billed per driver should Town ever host a meeting of drivers, and any minimum number of hours required.

Cost Per Hour Per Driver Year 1: _\$ _____

Minimum # of hours Per Driver for meeting purposes only, if required: _____

Cost Per Hour Per Driver Year 2: _\$ _____

Minimum # of hours Per Driver for meeting purposes only, if required: _____

Cost Per Hour Per Driver Year 3: _\$ _____

Minimum # of hours Per Driver for meeting purposes only, if required: _____

Cost Per Hour Per Driver Year 4: _\$ _____

Minimum # of hours Per Driver for meeting purposes only, if required: _____

Cost Per Hour Per Driver Year 5: _\$ _____

Minimum # of hours Per Driver for meeting purposes only, if required: _____

With Contract Extension 1:

Cost Per Hour Per Driver Year 6: _\$ _____

Minimum # of hours Per Driver for meeting purposes only, if required: _____

With Contract Extension 2:

Cost Per Hour Per Driver Year 7: _\$ _____

Minimum # of hours Per Driver for meeting purposes only, if required: _____

The undersigned declares that they have examined all proposal documents (GENERAL INSTRUCTIONS TO BIDDERS, SPECIFICATIONS FOR LEXPRESS SERVICE, CONTRACT and APPENDICES) and that he has satisfied himself fully regarding the services to be provided and conditions pertaining to this proposed Contract and submits this proposal to cover all expenses incurred in performing specified services described in the SPECIFICATIONS and CONTRACT

The undersigned also declares that they agree and will comply with the provisions of Section 25.C.1 Contractor's Management and Personnel Responsibilities.

The undersigned acknowledges receipt of the following addenda to the Request for Proposals document (please list number of addenda received):

Date _____

Corporation)

Name of Bidder (Individual, Company,

Authorized Signature for Proposer

Name and Title of Person Signing [Print]

Address of Proposer

City/Town/Zip Code

Telephone

ATTACHMENT A. VEHICLE FLEET: INFORMATION

Provide the following information. The information requested will be used to evaluate your firm's proposal. Use additional sheets if necessary. **Please include this sheet as part of your non-price proposal.**

The Town requires that all main fleet and back up vehicles meet the specifications outlined in Section 24B. Contractor's Equipment Responsibility. Please refer to Appendix D for Vehicle Accessibility requirements.

	Vehicle Option 1	Vehicle Option 2	Vehicle Option 3
Vehicle Make			
Model type			
Model year			
Miles at time of proposal			
Lifetime (Altoona testing)			
Seat Type			
Number of Seats (ambulatory w/o ADA)			
Number of wheelchair seats			
Number of standees			
Bus length			
<i>Other specs/measurements should be indicated on Appendix D: Vehicle Accessibility</i>			

Attach vehicle specifications and brochures.

Complete Appendix D: Vehicle Accessibility Checklist

Maintenance records may be requested.

PAGE INTENTIONAL LEFT BLANK

FORM D – SAMPLE CONTRACT

CONTRACTUAL AGREEMENT TO PURCHASE

LEXPRESS Bus Service Contract #25-57

* Required entry

ARTICLE 1

CONTRACTING PARTIES

1. **THIS AGREEMENT** made effective by dated signature of the Parties hereto, by and between the **Town of Lexington**, and

_____ * [Vendor],
whose principal office address and state of incorporation are set forth in Section 10.2.

ARTICLE 2

SUBJECT OF AGREEMENT

2. **WHEREAS**, The Town of Lexington desires to retain the Vendor to provide goods and/or services to the Town, and the Vendor is willing to accept such engagement, pursuant to the terms and conditions of this Agreement, including any Additional and Special Terms and Conditions listed in Exhibit C, and the following Request for Proposal [RFP]:

RFP#: # 25-57 LEXPRESS Bus Service

As it relates to provision of the items specified in Appendix A and as hereinafter set forth.

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

ARTICLE 3

ENGAGEMENT OF THE VENDOR

3.1 The Town of Lexington hereby engages the Vendor, and the Vendor hereby accepts the engagement, to provide goods to and/or perform certain services for the Town, as described in Article 2.

3.2 In the performance of service under this Agreement, the Vendor acts at all times as an independent vendor. There is no relationship of employment or agency between the Town, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent vendor relationship.

ARTICLE 4

SERVICES OF THE VENDOR

- 4.1 The Vendor will provide the goods and/or services as described in the RFP cited in Section 2 [the Work].
- 4.2 The Vendor shall report, and be responsible, to the Town or its designee as set forth on Exhibit B.

4.3 There shall be no modification to the list of goods, including substitutions of specific products offered in the Vendor's bid, or amendment of the scope of services provided for in this Agreement, without the prior written approval of the Town. The Town of Lexington shall be under no obligation to pay for any goods or services not so authorized.

4.4 The Vendor represents and warrants to the Town of Lexington as follows:

4.4.1 That it and all its personnel (whether employees, agents or independent vendors) are qualified and duly licensed as required by law and/or local municipal code to provide the goods and/or services required by this Agreement.

4.4.2 That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.

4.4.3 That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.

4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

4.4.5 That it does not now, and will not during the term of this Agreement, conduct business with parties located in or supported by countries identified by the U.S. government as funding, harboring, supporting, promoting or otherwise facilitating terrorist organizations or activities, nor will it provide goods or services produced under such circumstances.

ARTICLE 5

TERM

5.1 The term of this Agreement shall commence on the date of its execution by both parties and continue until its purpose is accomplished and acknowledged by formal acceptance and acknowledgment of the Vendor's performance by the Town of Lexington, or until otherwise terminated as provided by this Agreement or the RFP.

5.2 The Vendor agrees to proceed with the Work promptly upon execution of this Agreement and to diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Vendor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE VENDOR

6.1 Compensation due the Vendor shall be paid as specified in section 29 of RFP # 25-57.

ARTICLE 7

TERMINATION

7.1 Either the Town of Lexington or the Vendor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

7.2 The Town of Lexington shall have the right to terminate this Agreement for its convenience upon thirty (30) days written notice.

7.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

7.3.1 The Town shall remain liable for payments for the services and/or expenses of Vendor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Town as a result of the Vendor's default, if any), as determined by the Town, but for no other amounts including, without limitation, claims for consequential or special damages or lost profits on work not performed.

7.3.2 The Vendor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

8.1 The Vendor agrees to indemnify and save The Town of Lexington harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing the **WORK**, or any breach of the terms of this Agreement, which constitute an obligation of the Vendor. The Vendor shall reimburse the Town for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town pays or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of the Town expressed or not expressed in the **RFP** and with respect to this Agreement.

8.2 Before commencing **WORK**, the Vendor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the **RFP** and provide written documentation of such in the form specified in the **RFP**.

8.3 The Vendor shall give the Town of Lexington 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

9.1 The Town of Lexington shall have the right, on 24 hours' written notice to the Vendor, to suspend or reduce services required of the Vendor under this Agreement due to a force majeure event such as a fire, flood, severe weather, explosion, riot, war, sabotage, national crisis, pandemic or epidemic (including the continuation of existing pandemics or epidemics), labor strike, or any other cause beyond the reasonable control of the Town of Lexington. The Vendor shall not be entitled to any payment under this Agreement for any period of time during which performance under this Agreement is suspended or cancelled by reason of a force majeure event, and Vendor shall not be entitled to any damages including consequential or special damages, lost profits, or maintenance costs incurred during such suspension or cancellation of service due to a force majeure event.

9.2 Vendor shall be entitled to payment under this Agreement only for services actually rendered. The Town of Lexington does not guarantee any minimum number of hours of service.

9.3 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become the property of the Town of Lexington. The Vendor shall immediately deliver or otherwise make available all such material to the Town.

9.4 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

9.5 Except as otherwise expressly provided in this Agreement, any decision or action by the town of Lexington relating to this Agreement, its operation, or termination, shall be made only by the Town or its designated representative identified in **Exhibit B**.

9.6 This Agreement, together with its **Exhibits**, the **RFP** referenced above and its **Addenda**, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Town of Lexington and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail or courier to the persons designated in **Exhibit B**.

9.7 In the event any terms and conditions of this Agreement conflict with those contained in the **RFP** and its **Addenda**, the **RFP** and its **Addenda** shall prevail.

9.8 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith.

ARTICLE 10

SIGNATURES

10.1 For the Town of Lexington:

X _____
Signature

Name

Title

Date

781-862-0500 _____
Phone

781-861-2794 _____
Fax

_____ [@lexingtonma.gov](mailto:lexingtonma.gov) _____
e-mail

X _____
Signature

Name

COMPTROLLER _____
Title

GL CODE(S)

CONTRACT PRICE

10.2 For the Vendor:

X _____
* Signature

* Title

* Name

* Date

* Company Name

* Street/P.O. Box

* City, State, ZIP

* Phone

* Fax

* e-mail

* Affix Corporate Seal ⇨
(or mark "n/a")

EXHIBIT A

List of Procured Items

The following list contains all items procured through and subject to this contract.

Item #	Description
	<p style="text-align: center;">LEXPRESS Bus Service (per Appendix A)</p>

Initialed For:

Town of Lexington: _____

* Vendor: _____

EXHIBIT B

NOTICE ADDRESSEES

A.1 For Town of Lexington:

Elizabeth Mancini
Name

Purchasing Department

1625 Massachusetts Ave.
Street Address

LEXINGTON, MA 02420
City, State, ZIP

781-698-4628
Phone

781-861-2794
Fax

emancini@lexingtonma.gov
* e-mail

A.2 For the Vendor:

* Name

* Title

* Street Address

* City, State, ZIP

* Phone

* Fax

* e-mail

EXHIBIT C

ADDITIONAL AND SPECIAL TERMS AND CONDITIONS

The Town of Lexington and the Vendor agree that the following additional and special conditions apply to and shall be held in full force and effect during the term of this contract:

1. This is awarded to only one vendor for all goods and services listed in Appendix A and Form C per the bidding specifications and pricing as to form.

Initialed For:

Town of Lexington: _____

* Vendor: _____

EXHIBIT D

ATTACHMENTS

Request for Proposal: #25-57 LEXPRESS Bus Service

1.0 Other Bid Documents:

- General Bid Form
- Statement of Competency
- Bid Price Form
- Non-Price Proposal
- Attachment A- Vehicle Fleet Information

2.0 Other Documents:

- **Insurance Certificate(s)**__(to be provided for contract execution)
- **W9**_____
- **Appendix B-LEXPRESS BROCHURE with current schedule, routes, fare info**_____
- **Appendix C- FY25 Warrant Schedule as example of Town payment schedule**_____
- **Appendix D- Vehicle Accessibility Checklist**_____
- **Appendix E- List of 2025 Town-observed holidays**

APPENDIX B: LEXPRESS BROCHURE

Service runs Monday – Friday.
No service on weekends or
Town Holidays

Outbound from Depot Square

Please arrive at your stop
at least 5 minutes early, as
traffic varies

Route A1 To NW Lexington via Bedford, Hancock, Diamond MS, Grove, Turning Mill					
Depart Depot Square	Bedford & Worthen	Revere at Hancock	Diamond Rotary (East side)	Turning Mill at Demar	John Benson at Skyview
7:30 AM	7:33 AM	7:37 AM	7:38AM	7:41 AM	7:48 AM
8:30	8:33	8:37	8:38	8:41	8:48
9:30	9:33	9:37	9:38	9:41	9:48
10:30	10:33	10:37	10:38	10:41	10:48
11:30	11:33	11:37	11:38	11:41	11:48
12:30 PM	12:33 PM	12:37 PM	12:38 PM	12:41 PM	12:48 PM
1:30	1:33	1:37	1:38	1:41	1:48
2:30	2:33	2:37	2:38	2:41	2:48
3:30	3:33	3:37	3:38	3:41	3:48
4:30	4:33	4:37	4:38	4:41	4:48
5:30	5:33	5:37	5:38	5:41	5:48
6:30	6:33	6:37	6:38	6:41	6:48

Route A2 To S. Lexington via Waltham St, LHS, Clarke MS, Concord Ave					
Crafty Yankee (OPP. Depot)	Waltham at Worthen	Waltham at Marrett	Waltham at Concord	Concord at Pleasant	Avalon Lex Hills
8:00 AM	8:03 AM	8:05 AM	8:09 AM	8:11 AM	8:13 AM
9:00	9:03	9:05	9:09	9:11	9:13
10:00	10:03	10:05	10:09	10:11	10:13
11:00	11:03	11:05	11:09	11:11	11:13
12:00 PM	12:03 PM	12:05 PM	12:09 PM	12:11 PM	12:13 PM
1:00	1:03	1:05	1:09	1:11	1:13
2:00	2:03	2:05	2:09	2:11	2:13
3:00	3:03	3:05	3:09	3:11	3:13
4:00	4:03	4:05	4:09	4:11	4:13
5:00	5:03	5:05	5:09	5:11	5:13
6:00	6:03	6:05	6:09	6:11	6:13
7:00	7:03	7:05	7:09	7:11	7:13

Route B To Burlington Mall & Lahey Burlington via Woburn St & Lowell St					
Depart Depot Square	Countryside Village	Lowell at East	Market Basket	Burlington Mall (lot)	Lahey Hospital
7:30 AM	7:35 AM	7:39 AM	7:43 AM	7:51 AM	7:55 AM
8:30	8:35	8:39	8:43	8:51	8:55
9:30	9:35	9:39	9:43	9:51	9:55
10:30	10:35	10:39	10:43	10:51	10:55
11:30	11:35	11:39	11:43	11:51	11:55
12:30 PM	12:35 PM	12:39 PM	12:43 PM	12:51 PM	12:55 PM
1:30	1:35	1:39	1:43	1:51	1:55
2:30	2:35	2:39	2:43	2:51	2:55
3:30	3:35	3:39	3:43	3:51	3:55
4:30	4:35	4:39	4:43	4:51	4:55
5:30	5:35	5:39	5:43	5:51	5:55
6:30	6:35	6:39	6:43	6:51	6:55

Route C To Community Center, Arlington Heights, Liberty Heights					
Depart Depot Square	Lexington Community Center	Maple at Emerson Gardens	Lowell at Lillian	Arlington Heights	Baker at Banks
7:30 AM	7:36 AM	7:39AM	7:46 AM	7:50AM	7:54 AM
8:30	8:36	8:39	8:46	8:50	8:54
9:30	9:36	9:39	9:46	9:50	9:54
10:30	10:36	10:39	10:46	10:50	10:54
11:30	11:36	11:39	11:46	11:50	11:54
12:30 PM	12:36 PM	12:39PM	12:46 PM	12:50PM	12:54PM
1:30	1:36	1:39	1:46	1:50	1:54
2:30	2:36	2:39	2:46	2:50	2:54
3:30	3:36	3:39	3:46	3:50	3:54
4:30	4:36	4:39	4:46	4:50	4:54
5:30	5:36	5:39	5:46	5:50	5:54
6:30	6:36	6:39	6:46	6:50	6:54

- To go to Greeley Village when the A1 leaves Depot Square, please ask the driver when you board
- To go to Lahey Lexington, call 781-861-1210 to request pull-in

Burlington Mall stop is temporarily at the Mall entrance near Pepe's Pizza.

To go to Arlington Heights MBTA busway, please ask the driver when you board, to allow for a safe stop in front.

Inbound towards Depot Square

Route A1 To Lexington Center (OPP Depot) via Grove, Diamond MS, Hancock, Bedford					
Skyview at John Benson	Grove at Eldred	Diamond Rotary (West side)	Hancock at Revere	Greeley Village	Crafty Yankee (OPP. Depot)
7:48 AM	7:52 AM	7:54 AM	7:55 AM	7:57 AM	8:00 AM
8:48	8:52	8:54	8:55	8:57	9:00
9:48	9:52	9:54	9:55	9:57	10:00
10:48	10:52	10:54	10:55	10:57	11:00
11:48	11:52	11:54	11:55	11:57	12:00
12:48 PM	12:52 PM	12:54 PM	12:55 PM	12:57 PM	1:00 PM
1:48	1:52	1:54	1:55	1:57	2:00
2:48	2:52	2:54	2:55	2:57	3:00
3:48	3:52	3:54	3:55	3:57	4:00
4:48	4:52	4:54	4:55	4:57	5:00
5:48	5:52	5:54	5:55	5:57	6:00
6:48	6:52	6:54	6:55	6:57	7:00

Route A2 To Depot via Concord Ave & Waltham St, Clarke MS, LHS					
Avalon Lex Hills	Concord at Pleasant	Concord at Waltham	Waltham at Marrett	Waltham at Worthen	Arrive Depot Square
8:13 AM	8:15 AM	8:17 AM	8:20 AM	8:23 AM	8:25 AM
9:13	9:15	9:17	9:20	9:23	9:25
10:13	10:15	10:17	10:20	10:23	10:25
11:13	11:15	11:17	11:20	11:23	11:25
12:13 PM	12:15 PM	12:17 PM	12:20PM	12:23 PM	12:25 PM
1:13	1:15	1:17	1:20	1:23	1:25
2:13	2:15	2:17	2:20	2:23	2:25
3:13	3:15	3:17	3:20	3:23	3:25
4:13	4:15	4:17	4:20	4:23	4:25
5:13	5:15	5:17	5:20	5:23	5:25
6:13	6:15	6:17	6:20	6:23	6:25
-	-	-	-	-	-

Route B To Depot via Burlington Mall Rd, Lowell St, Woburn St					
Lahey Hospital	Burlington Mall Rd at Lexington St	Lowell at East	Countryside Village	Woburn at Fletcher	Arrive Depot Square
7:55 AM	8:00 AM	8:07 AM	8:10 AM	8:14 AM	8:17 AM
8:55	9:00	9:07	9:10	9:14	9:17
9:55	10:00	10:07	10:10	10:14	10:17
10:55	11:00	11:07	11:10	11:14	11:17
11:55	12:00	12:07 PM	12:10 PM	12:14 PM	12:17 PM
12:55 PM	1:00 PM	1:07	1:10	1:14	1:17
1:55	2:00	2:07	2:10	2:14	2:17
2:55	3:00	3:07	3:10	3:14	3:17
3:55	4:00	4:07	4:10	4:14	4:17
4:55	5:00	5:07	5:10	5:14	5:17
5:55	6:00	6:07	6:10	6:14	6:17
6:55	7:00	7:07	7:10	7:14	7:17

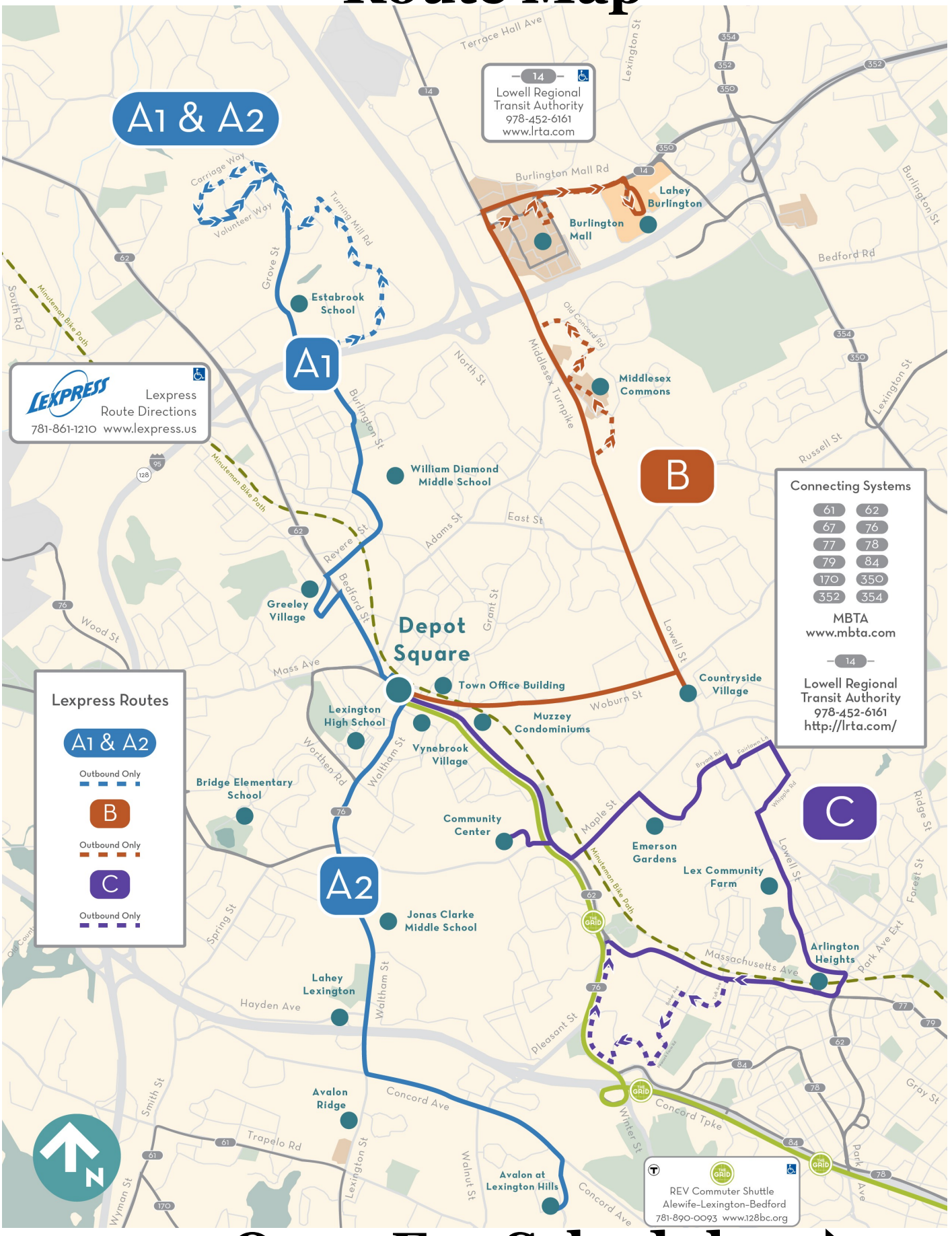
Route C To Community Center, Depot via Liberty Heights, Arlington Heights					
Baker at Banks	Arlington Heights	Lowell at Lillian	Emerson Gardens at Maple	Lexington Community Center	Arrive Depot Square
7:54AM	7:59AM	8:03AM	8:10 AM	8:13 AM	8:19M
8:54	8:59	9:03	9:10	9:13	9:19
9:54	9:59	10:03	10:10	10:13	10:19
10:54	10:59	11:03	11:10	11:13	11:19
11:54	11:59	12:03 PM	12:10PM	12:13PM	12:19PM
12:54PM	12:59 PM	1:03	1:10	1:13	1:19
1:54	1:59	2:03	2:10	2:13	2:19
2:54	2:59	3:03	3:10	3:13	3:19
3:54	3:59	4:03	4:10	4:13	4:19
4:54	4:59	5:03	5:10	5:13	5:19
5:54	5:59	6:03	6:10	6:13	6:19
6:54	6:59	7:03	7:10	-	-

Route A1 Inbound bus becomes A2 Outbound. To board A2 Outbound, wait in front of the Crafty Yankee and wave at the driver

- On Burlington Mall Road, Lexpress can only stop at MBTA bus stops.
- To go to Barnes & Noble, etc ask drivers for pull-in. Vehicles cannot stop on Middlesex Turnpike.

At the Arlington Heights Busway, stand on Mass Ave in front of busway or at a nearby MBTA stop. There are MBTA stops by Trader Joes and across the street at Antoine's Gas station.

Route Map



Open For Schedule

Limitless Pass/Cash Fares

Buy a Limitless Pass for only \$20, get unlimited rides through June 30th!

Passes are sold at:

- www.lexpress.us • Michelson's Shoes
- Lex. Community Center • LHS main office

No pass? Pay cash fare	
Age 6-64	\$2
Age 65+ or Disabled	\$1
Age 0-5	Free

Driver cannot make change.

Transfers to a different route are free at Depot Square - ask the driver for a transfer when you board.

Tickets

New tickets are no longer sold, but they are still accepted as payment

Can't afford to buy a \$20 pass? Call us at 781-861-1210 or email Lexpress@LexingtonMa.gov to see if you qualify for a free pass.

Physically unable to get to the bus? Call 781-861-1210 to discuss a route deviation or other



All buses are wheelchair accessible and have bike racks



Brochure last updated: September 2023

How to Ride Lexpress

- Stand in a safe place on the side of the road the bus travels on
- Wave to the driver as they approach
- Get on the bus.
- Show your pass or pay your fare. Drivers cannot make change.
- To request a stop, pull the grey cord near the window or tell the driver where you'd like to stop
- Wait until the bus comes to a complete stop, then stand up and exit
- If you need to cross the street, wait until the bus has passed you. Cross behind the bus, not in front.

How & Where to Board

You can board anywhere along the route by waving to driver, with a few exceptions:

- Town Center:** board at the Depot Square bus lane or any MBTA stop.
- Arlington Heights and Burlington Mall Rd:** board at any MBTA stop
- Burlington Mall:** board at Lexpress stop currently next to Pepe's Pizza
- Bus cannot stop on Middlesex Turnpike.** Drivers may be able to pull in—just ask!

Lexington's Neighborhood Bus



Do More.
Be Limitless

Limitless Passes only \$20!

Where's the bus?
Download the Ride Systems app to track the bus and see arrival times
Or go to:
<http://tracker.lexpress.us>



Information: (781) 861-1210
www.lexpress.us
[@lexpressbus](https://twitter.com/lexpressbus)



Funded by the Town of Lexington, the MBTA, and your rides

APPENDIX C

FY25 Accounts Payable Warrant Schedule

DEADLINE DATE FOR INVOICES TO BE SENT TO ME	DEADLINE DATE FOR INVOICES TO THE COMPROLLERS OFFICE by 1pm	WARRANT CHECK DATE
Wed, July 17, 2024	Friday, July 19, 2024	Friday, July 26, 2024
Wed, July 31, 2024	Friday, August 2, 2024	Friday, August 9, 2024
Wed, August 14, 2024	Friday, August 16, 2024	Friday, August 23, 2024
Wed, August 28, 2024	Friday, August 30, 2024	Friday, September 6, 2024
Wed, September 11, 2024	Friday, September 13, 2024	Friday, September 20, 2024
Wed, September 25, 2024	Friday, September 27, 2024	Friday, October 4, 2024
Wed, October 9, 2024	Friday, October 11, 2024	Friday, October 18, 2024
Wed, October 23, 2024	Friday, October 25, 2024	Friday, November 1, 2024
Wed, November 6, 2024	Friday, November 8, 2024	Friday, November 15, 2024
Wed, November 20, 2024	Friday, November 22, 2024	Friday, November 29, 2024
Wed, December 4, 2024	Friday, December 6, 2024	Friday, December 13, 2024
**Wed, December 23, 2024	Friday, December 27, 2024	Friday, January 3, 2025
Wed, January 8, 2025	Friday, January 10, 2025	Friday, January 17, 2025
Wed January 22, 2025	Friday, January 24, 2025	Friday, January 31, 2025
Wed, February 5, 2025	Friday, February 7, 2025	Friday, February 14, 2025
Wed, February 19, 2025	Friday, February 21, 2025	Friday, February 28, 2025
Wed, March 5, 2025	Friday, March 7, 2025	Friday, March 14, 2025
Wed, March 19, 2025	Friday, March 21, 2025	Friday, March 28, 2025
Wed, April 2, 2025	Friday, April 4, 2025	Friday, April 11, 2025
Wed, April 16, 2025	Friday, April 18, 2025	Friday, April 25, 2025
Wed, April 30, 2025	Friday, May 2, 2025	Friday, May 9, 2025
Wed, May 14, 2025	Friday, May 16, 2025	Friday, May 23, 2025
Wed, May 28, 2025	Friday, May 30, 2025	Friday, June 6, 2025
Wed, June 11, 2025	Friday, June 13, 2025	Friday, June 20, 2025
Tuesday, July 1, 2025	Thursday, July 3, 2025	Tuesday, July 15, 2025

NOTE: Check date is the date of the check & NOT the distribution date.
Checks are normally mailed out the following Thursday.

Batches delivered after 1pm on the deadline date will be processed on the NEXT warrant

Appendix D -Lexpress Vehicle Checklist for Accessibility Standards

Vehicles for Lexpress Bus service must meet accessibility standards as outlined in the sections below. All vehicles either need a ramp or lift. For whichever option you are proposing, please ensure that all specs are met. Please note that accessibility specifications on the form below have to be reported on to our granting agencies.

Name of Person completing this form: _____

Organization: _____

Signature of person completing this form:_____

Ramp Specifications (if applicable)

	Specification (Regulation)	Note Actual Vehicle Measurement
	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps < 30" in length must have a design load of 300 pounds. (§ 38.23(c)(1))	
	Ramp surface must be continuous and slip resistant. Protrusions cannot be more than 1/4 inch. (§ 38.23(c)(2))	
	Ramps must be at least 30 inches wide. (§ 38.23(c)(2))	
	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. (§ 38.23(c)(2))	
	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. (§ 38.23(c)(3))	
	Side barriers, at least 2 inches high, must be provided. (§ 38.23(c)(4))	
	<p>Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply:</p> <p>Finished floor height above 6-inch curb</p> <ul style="list-style-type: none"> • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 <p>(§ 38.23(c)(5))</p> <p>Preference is given to vendors proposing to use vehicles equipped with a ramp that, when deployed to ground, the</p>	

	slope does not exceed 1:7.	
	The ramp must be firmly attached to the vehicle. (§ 38.23(c)(6))	
	Gaps between the ramp and vehicle finish floor cannot be more than 5/8 inch. (§ 38.23(c)(6))	
	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. (§ 38.23(c)(7))	
	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. (§ 38.23(c)(8))	
	Ramp must deploy to the right-side (curb-side) of the vehicle.	

Lift Specifications (if applicable)

	Specification (Regulation)	Note Actual Measurement
	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts must have a safety factor of at least three. (49 CFR § 38.23(b)(1))	
	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. (§ 38.23(b)(2)(i))	
	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. (§ 38.23(b)(2)(i))	
	Lifts must be equipped with an emergency method of deploying. This emergency backup system must be capable of being operated both up and down without the platforms "stowing" while occupied. (§ 38.23(b)(3))	
	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. (§ 38.23(b)(4))	
	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. (§ 38.23(b)(5))	
	Side barriers must be at least 1 1/2 inches high. (§ 38.23(b)(5))	
	The "loading-edge" (or outer) barrier must be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. (§ 38.23(b)(5))	
	The platform surface must be slip resistant with no protrusions over 1/4 inch high. (§	

	38.23(b)(6))	
	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. (§ 38.23(b)(6))	
	Gaps between the platform surface and any barrier cannot be more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. (§ 38.23(b)(7))	
	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. (§ 38.23(b)(7))	
	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. (§ 38.23(b)(8))	
	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. (§ 38.23(b)(9))	
	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration cannot be more than 0.3 g. (§ 38.23(b)(10))	
	Components of a lift must be designed to allow boarding in either direction. (§ 38.23(b)(11))	
	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a usable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." (§ 38.23(b)(13))	
	Lifts may be marked to identify the preferred standing position. (§ 38.23(b)(12))	
	Lift must deploy to the right-side (curb-side) of the vehicle.	

Securement Area

	Specification (Regulation)	Note Actual Measurement
	Vehicles more than 22 feet in length must have at least two (2) securement locations. Vehicles 22 feet or less in length must have at least one (1) securement location. (§ 38.23(a)) Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). (Please note Lexpress vehicles WILL BE	

	more than 22 feet in length).	
	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> • For vehicles more than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. • For vehicles 22 feet or less in length, the one required position can be either forward or rear facing. <p>(§ 38.23(d)(4)) (Lexpress buses WILL BE more than 22 feet in length)</p>	
	<p>If wheelchair and mobility-aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor.</p> <p>(§ 38.23(d)(4))</p>	
	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> • For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. • For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>(§ 38.23(d)(1))</p>	
	<p>Securement area must be located as close to the accessible entrance as possible. (§ 38.23(d)(2))</p>	
	<p>A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). (§ 38.23(d)(2))</p>	
	<p>The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied)* and be operable by someone with average dexterity that is familiar with the system. [§ 38.23(d)(3)]</p> <p>*The "common wheelchair" concept was removed from Part 37, but the above dimensions/weight still represent the minimum a compliant lift must accommodate.</p>	
	<p>Securement systems must keep mobility aids from moving no more than 2 inches in any direction.</p> <p>(§ 38.23(d)(5))</p>	
	<p>The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. (§ 38.23(d)(6))</p>	

	Securement systems must keep mobility aids from moving no more than 2 inches in any direction. (§ 38.23(d)(5))	
	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. (§ 38.23(d)(6))	
	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. (§ 38.23(d)(7))	
	Each securement location must have a sign designating it as such. Characters on these signs must have (1) a width-to-height ratio between 3:5 and 1:1; (2) a stroke width-to-height ratio between 1:5 and 1:10; (3) minimum height (using an uppercase "X") of 5/8 inch; (4) wide spacing (generally, the space between letters must be 1/16 the height of uppercase letters); and (5) contrast with the background, either light-on-dark or dark-on-light. (§ 38.27(b) and (c))	

General Vehicle Specifications

	Specification (Regulation)	Note Actual Measurement
	Aisles, steps, and floor areas must be slip resistant. (§ 38.25(a))	
	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. (§ 38.25(b))	
	The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas must be as follows: <ul style="list-style-type: none"> For vehicles more than 22 feet in length, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. For vehicles 22 feet or less in length, the overhead clearance must be at least 56 inches. (§ 38.25(c)) Lexpress vehicles WILL BE more than 22 feet in length.	
	Signs for at least two sets of forward-facing seats indicating that those seats are priority seats for persons with disabilities, and that other passengers should make such seats available to those who wish to use them. Characters on these signs must have (1) a width-to-height ratio between 3:5 and 1:1; (2) a stroke width-to-height ratio between 1:5 and 1:10; (3) minimum height (using an uppercase "X") of 5/8 inch; (4) wide spacing (generally, the space between letters must be 1/16 the height of uppercase letters); and (5) contrast with the background, either light-on-dark or dark-on-light. (§ 38.27(a), § 38.27(c))	

	Interior handrails and stanchions must allow space for wheelchairs and other mobility aids to turn and maneuver to reach a securement location from the lift or ramp. (§ 38.29(a))	
	Handrails and stanchions must be provided in the vehicle entrance so that a person with a disability can grasp the handrail or stanchion to board from outside the vehicle and then pay a fare. Handrails must (1) have a cross-sectional diameter of 1 1/4 to 1 1/2 inches or provide equivalent grasping service; (2) have eased edges with corner radii of at least 1/8 inch; and (3) be placed to provide a minimum of 1 1/2 inches of knuckle clearance from the nearest adjacent surface. On vehicles more than 22 feet in length with on-board fare collection systems, a horizontal assist must be provided across the front of the vehicle. (§ 38.29(b))	
	For vehicles more than 22 feet in length, an overhead handrail or handrails must be provided which are continuous except for a gap at the rear doorway. (§ 38.29(c)) Lexpress buses will be more than 22 ft in length.	
	Handrails and stanchions must be sufficient to permit safe boarding, on-board circulation, sitting and standing assistance, and exiting by persons with disabilities. (§ 38.29(d))	
	For vehicles more than 22 feet in length with front-door lifts or ramps, vertical stanchions immediately behind the driver must either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. (§ 38.29(e))	
	If a wheelchair user must pass the driver's seat, the seat platform must not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. (§ 38.29(e))	
	Any stepwell or doorway with a lift or ramp, immediately adjacent to the driver must have—when the door is open—at least 2 foot-candles of lighting measured on the step tread or lift platform. (§ 38.31(a))	
	Other stepwells, and doorways with lifts or ramps must have at all times at least 2 foot-candles of lighting measured on the step tread or lift or ramp, when deployed at the vehicle floor level. (§ 38.31(b))	
	All vehicle doorways must have outside lights that, when the door is open, provide at least 1 foot-candle of lighting on the street surface for a distance 3 feet (915 mm) perpendicular to the bottom step tread or lift outer edge. These lights must be shielded to protect the eyes of entering and exiting passengers. (§ 38.31(c))	
	If present, a farebox must be located as far forward as practicable and must not obstruct traffic in the vestibule, especially for wheelchairs and mobility aids. (§ 38.33)	
	If a vehicle is more than 22 feet in length and used in multiple-stop, fixed-route service, then it must be equipped with a public address system permitting the driver, or recorded or digitized human speech messages, to announce stops and provide other passenger information within the vehicle. (§ 38.35(a)) Lexpress vehicles WILL BE more than 22 ft in length	

	Where passengers may choose to board or alight at multiple stops, vehicles more than 22 feet in length must provide controls adjacent to the securement location for requesting stops and alerting the driver that a mobility-aid user wishes to disembark (i.e., stop- request controls). The controls must (1) be mounted no higher than 48 inches and no lower than 15 inches above the floor; (2) be operable with one hand; (3) not require tight grasping, pinching, or twisting of the wrist; and (4) not require more than 5 lbf (22.2N) of force to activate. This system must provide auditory and visual indications that a request has been made. (§ 38.37)	
	It is preferred to use vehicles equipped with interior visual messaging screens capable of providing visual equivalency for bus stop and general passenger information announced audibly within the vehicle.	
	If destination or route information is displayed on a vehicle's exterior, then the vehicle must have illuminated signs on its front and boarding side. Characters on these signs must have (1) a width-to-height ratio between 3:5 and 1:1; (2) a stroke width-to- height ratio between 1:5 and 1:10; (3) a minimum character height (using an uppercase "X") of 1 inch for signs on the boarding side; (4) a minimum character height of 2 inches for front "headsigs"; (5) "wide" spacing (generally, the space between letters must be 1/16 the height of uppercase letters); and (6) contrast with the background, either dark-on-light or light-on- dark. (§ 38.39)	

Lexpress Vehicle Checklist for Additional Features

In addition to the required Accessibility Standards above, below are features that we would like to see in new buses for Lexpress. The Vendor shall be responsible for providing a fleet of four buses, three of which will be in revenue service and one will serve as back-up. We prefer that all four buses be rotated through revenue service & back-up to provide even wear and tear on the vehicles. All vehicles should be of the same make, model, and be identical in all features. The vehicles proposed should:

- Be equal or superior in quality to the Glaval Universal
- Allow seated passengers to easily see out the front and side windows
- Ideally have less than four steps to enter
- Be Altoona tested for at least 7 years or 200,000 miles
- Be able to fulfill the life of this contract without any loss of service
- Have a mileage reading of less than 5,000 and not have been previously titled for revenue service
- Be no earlier than 2024 model year

- Be a maximum of 30 feet long
- Be 100% compliant with EPA exhaust emission standards
- Seat a minimum of 20 ambulatory passengers in the absence of wheelchair securement and accommodate an additional number of standees up to the legal limit (current buses have 20 seats ambulatory, + 3 standees. With wheelchair securement, there are 16 ambulatory seats).
- Have seats equal, or superior in quality to the upholstered “CitySeat” sold by Freedman Seating Company
- Have handrails on tops of seats, at least on the aisle seats
- Ideally, have a seat configuration and/or aisle space that allows passengers with shopping carts or strollers to easily move through aisles and ride.
- Have lap belts with under seat retractors installed on all passenger seats. Seatbelt mechanisms should not be in the way of the aisle.
- Have overhead handrails.
- Have LED electronic destination signage on the front and side of bus (please refer to Accessibility Checklist)
- Have a suspension system equal or superior in quality to the MORryde suspension system
- Be equipped with standard locked fareboxes in view of the driver that include removable vaults on all four buses. In addition to the four vaults that come with the fareboxes on each vehicle, there must be four additional vaults for daily exchange purposes, for a total of eight vaults. The inside bus configuration must allow the fareboxes to be installed so they are easily accessible by the boarding passenger. The farebox manufacturer shall mail the key to the vaults to the Town of Lexington, Transportation Manager, 39 Marrett Rd, Lexington MA 02421.
- In the event that the Town of Lexington procures automatic fareboxes, and/or passenger counting devices and/or an Infotainment system to display information to be used on Lexpress buses, the Contractor must provide appropriate accommodation for any and all of these devices, including mounting, and coordination with the Town’s maintenance provider of such equipment for necessary repairs.
- The Contractor must provide appropriate accommodation for Town-owned GPS units, including mounting, and coordination with the Town’s maintenance provider

of such equipment for necessary repairs.

- Have each bus/driver equipped with wireless and hands-free communication devices that can communicate with the Contractor's office, the Lexington Transportation Services Office, and the other Lexpress bus drivers. (Please note that there is frequent communication between the Transportation Service Office and the bus driver supervisor each day.)
- Be equipped with interior display mountings to post signage. While the Town will seek an Infotainment system, until such a system is obtained and also to supplement signage that can be shared on such a system, there needs to be an easy and tidy way to secure and display signs related to fares, no-service days, detours, etc that does not require that signs be taped to bus interior.
- Be equipped with a 2-bicycle rack to be mounted on the front of each vehicle
- Be shrink-wrapped in a scheme provided by the Town. Please note new buses will not have same wrap as current buses. For price and environmental reasons, we will keep the wrap much simpler. White buses with logo, name and simple striping.
- Be heated and air-conditioned as appropriate.
- Have up-to-date certification by the Massachusetts Department of Utilities (DPU)
- Be available to start revenue service as of Tuesday, July 1, 2025, which will require review and inspection by the Town before this date to ensure all features have been acquired.



MEMORANDUM

TO: All Town Employees

FROM: Kelly Axtell
Deputy Town Manager

DATE: July 31, 2024

SUBJECT: 2025 Holiday Schedule

Following is a list of legal holidays, as they will be observed in Lexington in 2025. Town offices, excluding Police and Fire Departments, will be closed and no meetings scheduled:

New Year's Day	Wednesday, January 1, 2025
Martin Luther King's Birthday	Monday, January 20, 2025
Presidents Day	Monday, February 17, 2025
Patriots' Day	Monday, April 21, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Indigenous Peoples' Day	Monday, October 13, 2025
Veteran's Day	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025
Christmas Day	Thursday, December 25, 2025

Table of Contents
RFP 25-57
Lexpress Bus service

Page 1-Cover of Proposal
Page 2 -Letter to Elizabeth Mancini
Page 3 –Experience, Mission Statement, & Structure
Page 4- President Bio ect...
Page 5- Driver/Driver Training
Page 6 - Personnel Policies
Page 7- General Policies and Procedures, **on demand service**
Page 8- Communication, Camera, Destination,
Page 9- Vehicle warranty, **Standees**
Page 10- Form B Statement of Competency & References
Page 11- Form A-General Bid Form
Page 12- Insurance, Workers Comp Insurance
Page 13- W9
Page 14 -Company P & L and Balance Sheet
Page 15- Attachment A Vehicle Fleet Information, Vehicle Specs
Page 16- Vehicle Accessibility check list
Page 17 –Appendix D Accessibility standards
Page 18- Vehicle Maintenance Program
Page 19- M & L Transit Systems Drug and Alcohol program
Page 20- Form D Sample Contract
Page 21- Article 10 Signatures with Corporate Seal
Page 22- Exhibit A
Page 23 -Exhibit B
Page 24- Exhibit C



A Proposal
Of
Transportation Services
For
The Town Of Lexington
RFP No. 25-57
Lexpress Bus Service

Respectfully Submitted for Consideration
This Day
December 12, 2024

By
M & L Transit Systems, Inc.
60 Olympia Avenue
Woburn, Massachusetts 01801
Phone: 781 938-8646
Fax: 781 938-8757
E-mail: Lisa@mltsi.com
www.mltsi.com

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (1990-2000) (ONS 2001).

There is a growing awareness of the need to address the health care needs of the elderly population. The Department of Health (2000) has set out a strategy for the NHS to meet the needs of the elderly population. This strategy is based on the following principles: (1) to ensure that the NHS is able to meet the needs of the elderly population; (2) to ensure that the NHS is able to meet the needs of the elderly population in a way that is cost-effective; (3) to ensure that the NHS is able to meet the needs of the elderly population in a way that is accessible; (4) to ensure that the NHS is able to meet the needs of the elderly population in a way that is acceptable.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include: (1) a growing number of people aged 65 and over; (2) a growing number of people aged 65 and over who are in poor health; (3) a growing number of people aged 65 and over who are in need of long-term care; (4) a growing number of people aged 65 and over who are in need of mental health care; (5) a growing number of people aged 65 and over who are in need of social care.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include: (1) a growing number of people aged 65 and over; (2) a growing number of people aged 65 and over who are in poor health; (3) a growing number of people aged 65 and over who are in need of long-term care; (4) a growing number of people aged 65 and over who are in need of mental health care; (5) a growing number of people aged 65 and over who are in need of social care.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include: (1) a growing number of people aged 65 and over; (2) a growing number of people aged 65 and over who are in poor health; (3) a growing number of people aged 65 and over who are in need of long-term care; (4) a growing number of people aged 65 and over who are in need of mental health care; (5) a growing number of people aged 65 and over who are in need of social care.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include: (1) a growing number of people aged 65 and over; (2) a growing number of people aged 65 and over who are in poor health; (3) a growing number of people aged 65 and over who are in need of long-term care; (4) a growing number of people aged 65 and over who are in need of mental health care; (5) a growing number of people aged 65 and over who are in need of social care.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include: (1) a growing number of people aged 65 and over; (2) a growing number of people aged 65 and over who are in poor health; (3) a growing number of people aged 65 and over who are in need of long-term care; (4) a growing number of people aged 65 and over who are in need of mental health care; (5) a growing number of people aged 65 and over who are in need of social care.



December 12, 2024

Elizabeth Mancini,
Purchasing Director
Town Of Lexington
1625 Massachusetts Avenue
Lexington, Ma 02420

Dear Ms. Mancini,

M & L Transit Systems Inc. is pleased to present the following proposal.

We would like to continue our valued relationship with The Town of Lexington and build upon this for future collaborations. When making your decision for your transportation provider, please keep in mind that not all bus companies function at the same level of service. M&L Transit Systems Inc. has one of the best safety ratings in this area. We work hard on providing safe, reliable, and professional service for our clients.

Now, operating in our 42nd year, we are accustomed to providing safe, courteous, and dependable bus transportation.

M & L Transit Systems Inc. employs over 15 full-time personnel. Our maintenance division operates inside a 7,500 square foot facility located in Woburn. Our buses are maintained and washed daily. These are just a few items that separate us from our competitors.

We have extensive experience in commuter shuttle service. We are fully capable of making suggestions and/or modifications to your service and look forward to providing excellent service for The Town of Lexington.

We are grateful for this opportunity and hope to continue our relationship with you, providing for all of your transportation needs. We would also like to extend an invitation for you and your staff to take a tour of the M & L Transit Systems Inc. facilities.

Best regards,

Michael D'ampolo
Chief Executive Officer M&L Transit Systems, Inc.

Experience

Since 1983, M & L Transit Systems Inc. has been providing first-rate ground transportation services throughout New England. Our 7,500 square foot facility is located at 60 Olympia Avenue in Woburn, which is just a minute away from the crossroads of Massachusetts Route 128 and Interstate 93. With amenities such as our own 10,000-gallon diesel fuel tank, a well-stocked parts department, and experienced class A full-time mechanics. We keep our vehicles safe and reliable, ensuring that we always have a bus at your service. Family owned and operated, M & L Transit Systems Inc. both recognizes and values high-quality service, which is why at M & L Transit Systems Inc. ***"We Take Pride in Our Ride."***

Mission Statement

M & L Transit Systems Inc. is a multi-faceted, customer driven, environmentally conscious, ground transportation service provider. We've built our business on doing the right thing.

As a company, our mission statement is:

- To provide a safe, reliable, quality transportation service (please visit http://safer.fmcsa.dot.gov/query.asp?searchtype=ANY&query_type=queryCarrierSnapshot&query_param=USDOT&query_string=569035&Go.x=12&Go.y=8 to view our company safety record)
- To positively impact the environment by increasing mass transit usage
- To provide our employees with a work environment which highlights their value within the organization and nurtures individual growth and empowerment

History, Structure and Management Team

We are organized into six main functional areas: Marketing/operations, vehicle maintenance/repair, accounting/human resources, compliance division, crew chief management, and fleet management. Our organization is successful due to our goal-oriented team spirit. This team spirit is what allows us to meet our goals and is apparent throughout our organization.

Personnel Policies

M & L Transit Systems Inc. employs only drivers with Commercial Driver Licenses (CDL). Candidates that are licensed prior to applying are interviewed, previous employers are contacted, and their personal references are checked. A current copy of the candidate's driving record is requested from the Registry of Motor Vehicles. Any candidate with any moving violation within the last three years or a DUI conviction is not considered for employment. Drivers will receive training that is sensitive to the specific transportation needs of your passengers. Drug and Alcohol screening are performed prior to hiring and are performed randomly throughout the driver's service. At hire all cdl drivers will be screened through FMCSA PSP Pre-Employment Screening the PSP program provides employers a report on the driver 5 years of crash report and 3-year roadside inspection history.

Throughout the year, M & L Transit Systems Inc. requires our drivers to participate in mandatory training and retraining certification sessions. Each driver also takes part in our newly implemented wellness program. This program is provided by to M & L Transit Systems Inc. to encourage a healthy lifestyle.

M & L Transit Systems Inc. agrees to replace a driver if, for any reason, you are dissatisfied with the driver's performance. All drivers will be neat, courteous, and helpful at all times and give passengers due consideration. We are geared to meet the highest of standards. Without exception, all of our drivers wear uniforms. We assume the cost of all driver uniform shirts.

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (13.5% of the population).

There is a growing awareness of the need to address the health care needs of the elderly population. The Department of Health (1998) has set out a strategy for the care of the elderly, which includes a commitment to improve the health and quality of life of the elderly population.

The aim of this paper is to explore the health care needs of the elderly population in the UK, and to discuss the implications for health care practice.

Background

The elderly population in the UK is growing rapidly, and is expected to continue to do so in the future.

The number of people aged 65 and over in the UK is expected to increase from 13.5 million in 1998 to 17.5 million in 2020 (17.5% of the population).

The elderly population is also becoming more diverse, with a growing number of people from ethnic minorities and with a growing number of people who are living alone.

The health care needs of the elderly population are complex, and are influenced by a number of factors, including age, gender, ethnicity, and social class.

The elderly population is also becoming more dependent on health care services, and is expected to continue to do so in the future.

The health care needs of the elderly population are therefore a major concern for the health care system, and it is important to understand these needs in order to provide the best possible care for the elderly population.

Methods

The data for this paper were obtained from a review of the literature, and from a survey of health care practitioners in the UK.

The survey was conducted in 1998, and involved 100 health care practitioners from a range of health care settings, including general practice, hospitals, and community care.

The survey was designed to explore the health care needs of the elderly population, and to identify the most common health care problems experienced by the elderly population.

The survey was conducted using a questionnaire, and the results are presented in the following section.

Results

The most common health care problems experienced by the elderly population were chronic conditions, such as heart disease, diabetes, and arthritis.

The elderly population also experienced a high level of disability, and a high level of dependence on health care services.

The health care needs of the elderly population are therefore complex, and are influenced by a number of factors, including age, gender, ethnicity, and social class.

The health care needs of the elderly population are therefore a major concern for the health care system, and it is important to understand these needs in order to provide the best possible care for the elderly population.

Discussion

The health care needs of the elderly population are complex, and are influenced by a number of factors, including age, gender, ethnicity, and social class.

The health care needs of the elderly population are therefore a major concern for the health care system, and it is important to understand these needs in order to provide the best possible care for the elderly population.

The health care needs of the elderly population are therefore a major concern for the health care system, and it is important to understand these needs in order to provide the best possible care for the elderly population.

The health care needs of the elderly population are therefore a major concern for the health care system, and it is important to understand these needs in order to provide the best possible care for the elderly population.

The health care needs of the elderly population are therefore a major concern for the health care system, and it is important to understand these needs in order to provide the best possible care for the elderly population.

General Policies & Procedures

M & L Transit Systems Inc. is a full-time, professional transportation provider, with over 40 years' experience in this industry. We learned long ago, that our equipment is vital to the service we provide. Keeping our vehicles properly maintained is one of the reasons that we have been in business since 1983. We are responsible for assuring that a bus is in operation for all times of service.

M & L Transit Systems Inc. shall maintain on-time performance subject to weather or traffic conditions or situations which are not within M & L Transit Systems Inc. control or which could M & L Transit Systems Inc. not reasonably be expected to anticipate.

M & L Transit Systems Inc. shall comply with all applicable federal, state, and local laws, rules, by-laws, ordinances and/or regulations and shall have at all times all permits or licenses necessary.

Performance Measures

M & L Transit Systems Inc. will keep a daily log of passengers on each scheduled run as well as the time each run started and ended as needed. M & L Transit Systems Inc. will be responsible for all expenditures related to the bus and operation of the bus.

On Demand door to door service

M & L Transit Systems has vast experience with on demand door to door service. M & L Transit Systems Inc. worked side by side for 17 years with the Wellesley Council on Aging. M & L Transit Systems Inc. not only provided exceptional safe door to door service we also worked closely with the council the passengers and the drivers to provide an tremendous experience for the passengers.

Communications

We supply our fleet with reliable direct connect two-way, and radio Motorola TLK150 . One will also be provided to the Lexpress office. All of our employees have the ability to be in constant radio contact with any and all other employees. All of our employees have command of the English language and are able to read, write and communicate effectively with the client, M & L Transit Systems Inc. management, staff and/or the general public.

Camera Systems

Manufactured by REI camera system model SV-360 HD CAM is a 360 view exterior with two interior cameras, with a DVR and event marker.

Destination Sign

Each vehicle will be equipped with a Front and side LED destination signs manufactured by Luminator Twin Vision for Micro bird option 1 or by TRAN SIGN for option 2 & 3

Table 1. Mean values of the variables studied

Variable	Mean	SD
Age (years)	23.2	1.5
Height (cm)	176.5	6.5
Weight (kg)	72.5	12.5
Body mass index (kg m ⁻²)	23.2	2.5
Heart rate (b min ⁻¹)	145	15
Stroke volume (L)	100	15
Cardiac output (L min ⁻¹)	14.5	2.5
Mean arterial pressure (mmHg)	93	10
Systemic vascular resistance (dyne cm ⁻²)	1600	200
Left ventricular stroke work (J)	10000	1500
Left ventricular stroke work index (J m ⁻²)	135	20
Left ventricular stroke work index per body surface area (J m ⁻² m ⁻²)	135	20
Left ventricular stroke work index per body mass (J kg ⁻¹)	135	20
Left ventricular stroke work index per body surface area per body mass (J kg ⁻¹ m ⁻²)	135	20
Left ventricular stroke work index per body surface area per body mass per body surface area (J kg ⁻¹ m ⁻⁴)	135	20
Left ventricular stroke work index per body surface area per body mass per body surface area per body mass (J kg ⁻² m ⁻⁴)	135	20

SD, standard deviation; b min⁻¹, beats per minute.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

stroke work index per body surface area per body mass.

Vehicle Warranty

Micro bird on body 5 years or 100,000 miles

Glaval on body 5 years or 100,000 miles

Arboc standard 3 years 50,000 miles body 5 years 100,000 miles

Standee

The State law for standees is as follows: Standees. Passengers in excess of 25% above the seating capacity of a motor bus shall not be habitually carried where the inside length of the bus is less than 23 feet, or the inside height is less than 74 inches, or the width of the aisle is less than 16 inches. Passengers in excess of 40% above the seating capacity of a motor bus shall not habitually be carried where the dimensions are in excess of the foregoing. Where the number of passengers regularly exceeds these excess numbers of passengers, it shall be the duty of the owner to furnish additional vehicles to carry such passengers. In no event shall standing passengers be carried for a distance in excess of 20 miles. All standees on the bus must stand behind the standee line. **Please note Standee count for Vehicle Option one 2026 Micro bird is TWO Standees, Vehicle Option two 2025 Glaval is ZERO standees as per manufacturer see email attached Vehicle option Arboc is THREE standees.**

FORM B - STATEMENT OF COMPETENCY

I hereby certify that the Bidder meets or exceeds the competency criteria set out in this RFP.

I further attest to the following assertions:

1. Bidder must be, by virtue of experience and education, qualified to provide LEXPRESS Bus Service
2. The Bidder meets all minimum requirements.
3. Provision of the items specified in this RFP is consistent with the Bidder's normal lines of business.
4. The Bidder is incorporated, and if required licensed, to do business in Massachusetts.
5. The Bidder will receive favorable ratings from the following references, **please attach a reference sheet as well per the "Reference" requirements.**

- Town of Lexington of Town of Lexington, MA
- Priority Parking of Boston, MA
- Avalon Quincy of Quincy, MA
- Avalon Eaves of Quincy, MA
- Peabody Properties of Melrose, MA
- Simmons College of Boston, MA
- Courtyard Brookline of Brookline, MA
- Marshalls of Woburn, MA
- Brooks School of North Andover, MA
- Middlesex Coalition 3 of Burlington, MA

For the Bidder:

X _____

Name: Michael D'Ampolo

Title: President

Date: 03/01/2023

As the following table illustrates, M & L Transit Systems Inc. has a significant amount of expertise when it comes to providing exemplary service.

M & L Transit Systems, Inc. Relevant Experience				
Service Name	Type of Service	Organization	Duration	Vehicles Used
Lexpress	Municipal Transit	Town of Lexington	1999-Pres	4
Priority Parking	Shuttle Service	Priority Parking	2013-Pes	5-7
Simmons College	College Shuttle	Simmons College	2013- Pres	3
Peabody Properties	Shuttle Service	Peabody Properties	2019-Pres	1
Courtyard Brookline	Shuttle Service	Courtyard Marriott	2019-Pres	1
AvalonQuiny& Eaves	Site Shuttle	Avalon Bay	2016-2024	1
MountAuburn Hosp.	Off Site Parking	Mount Auburn	2001-2018	9
AvalonBay Lexington	Site Shuttle	Avalon Bay	2006-2018	1
AvalonBaySomerville	Site Shuttle	Avalon Bay	2014-2015	1
Brooks School	Shuttle Service	Brooks School Athletics	2013-2020	1-4
Middlesex Coalition	Shuttle Service	Middlesex Coalition 3	2019-2020	1
Marshalls	Shuttle Service	Marshalls Distribution	2019-2020	1-2
WCOA	Council on Aging	City Of Wellesley	1996-2014	1
128 Council Connect	Municipal Transit	128 Business	1992-2012	7
Shoppers Shuttle	Off Site Parking	Burlington Mall	1992-2008	2
EZ Ride-Cambridge	Municipal Transit	CRTMA	1995-2008	6
Bentley University	University Transit	128 Business	2001-2014	3
Railink	Municipal Transit	Transaction	1995-2004	3
Central Artery	Off Site Parking	Barletta	2001-2004	2
Waltham Citibus	Municipal Transit	128 Business	2001-2003	5
Framingham Lift	Municipal Transit	Framingham	1995-2001	9
Loga Airport Shuttle	Line Run	Massport	1983-2001	7
Cross Town Shuttle	Municipal Transit	City Of Somerville	1998-2000	4
Cabot Shuttle	Off Site Parking	Kinney Systems	1999-1999	2
Parking Shuttles	Off Site Parking	Lahey Clinic	1998-1999	2
Tufts Shuttles	Off Site Parking	Tufts Health Care	1995-1998	1
Mission Hill Link	Scheduled	City Of Boston	1993-1998	1
Cinema Bus	Off Site Parking	General Cinema	1995-1997	1
Burlington B-Line	Municipal Transit	Town of Burlington	2009-2012	2

Contact Information:

Lexpress: Susan Barrett 503-223-2285

Priority Parking: Tim Baker 617-957-3555

Peabody Properties: Beth Vellante 617-304-2273

Simmons College: Dianne Cullinane 617-521-2339

Mount Auburn: atty Naylor 617-860-8851

FORM A - GENERAL BID FORM

The accompanying **Statement of Competency** and **Bid Price Form** are hereby submitted in response to the RFP cited above. All information, statements and prices are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

This bid applies to the category(s) of goods and/or services marked with an "X" below.

LEXPRESS Bus Service #25-57


Vendor Name:	M&L Transit Systems Inc.		
Street:	60 Olympia Avenue		
City:	Woburn	State: MA	Zip: 01801
Phone:	781-938-8646	e-mail:	lisa@mltsi.com
Web Address:		www.mltsi.com	

Non-Collusion Statement

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Taxes Paid Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and VENDORS, and withholding and remitting child support.

For the Bidder:
X 
Name: Michael F D'Ampolo

Title: President

Date: 12/12/2024

Attach certificate of corporate vote (if required by Section 7)

Insurance

M & L Transit Systems Inc. shall keep in force, insurance of the types and in the amounts set forth below:

Worker' Compensation	Statutory
Employer's Liability	\$500,000 per occurrence
Automobile Liability	\$5,000,000
Comprehensive General Liability	\$1,000,000 per occurrence



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure New England Partners Insurance Services, LLC
Research Parkway, Suite 400
Hartford, CT 06492

CONTACT Paul Young	
NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: pyoung@acrisure.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Arbella Mutual Insurance Company	NAIC # 17000
INSURER B: The Commerce Insurance Company	34754
INSURER C: Associated Industries Of Massachusetts Mutual Insurance Company	33758
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
M&L Transit Systems Inc
60 Olympic Ave
Woburn, MA 01801

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	8520139128	7/8/2024	7/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BJDMDX	7/8/2024	7/8/2025	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC6004000382-2024A	5/9/2024	5/9/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
M&L Transit Systems is named as an additional insured on all lines of coverage, on a primary and non-contributory basis. Waiver of Subrogation applies to all lines of coverage.

CERTIFICATE HOLDER
Sample

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Signature

**Request for Taxpayer
 Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>M&L Transit Systems, Inc.</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>60 Olympia Ave Suite 1</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Woburn Ma 01801</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
0	4	-	3	2	0	3	0	5	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 12/12/24
------------------	--------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

M & L Transit Systems Inc.
Profit & Loss
 January through October 2024

	Jan - Oct 24
Ordinary Income/Expense	
Income	
4000 · Sales	1,301,735.59
4200 · Service Income	54,925.14
4241 · Fuel Sales - BTW	7,439.13
4300 · Rental Income- Sublease	59,776.68
4301 · Rental Inome- BTW	22,500.00
	1,446,376.54
Total Income	1,446,376.54
Cost of Goods Sold	
5011 · Payroll-Drivers	315,082.52
5012 · Payroll Taxes-Drivers	26,553.57
5021 · Payroll-Garage	24,327.50
5022 · Payroll Taxes-Garage	2,183.97
5105 · Fuel for sale	25,419.04
5110 · Fuel for use	35,386.96
5200 · Fleet Operating Costs	132,005.94
5300 · Vehicle Registration & Taxes	3,196.06
5400 · Shop Costs	5,545.02
7044 · Equipment Rental	1,488.45
	571,189.03
Total COGS	571,189.03
Gross Profit	875,187.51
Expense	
6021 · Payroll - Office	53,500.00
6022 · Payroll Taxes-Office	17,463.16
6023 · Payroll - Officers Compensation	173,000.00
6050 · Payroll Expenses	1,010.80
6100 · Employee Benefits	2,133.87
6200 · Insurance	88,586.47
6220 · Marketing, Advertising & PR	12,324.06
6250 · Selling & Other Business Exp	8,148.99
6320 · Rent Expense	143,766.12
6340 · Bank Charges	2,779.59
6800 · Professional Fees	11,375.00
6900 · Employment Practices	495.25
7000 · Office Expenses	42,250.32
7070 · Payroll Services	3,520.52
7100 · Facility and Maintenance & Repa	14,572.53
7200 · Taxes	254.98
7300 · Utilities	913.69
7310 · Telephone	4,876.83
	580,972.18
Total Expense	580,972.18
Net Ordinary Income	294,215.33

M & L Transit Systems Inc.
Profit & Loss
January through October 2024

	<u>Jan - Oct 24</u>
Other Income/Expense	
Other Income	
Fuel Tax Credit	264.00
8000 · Other Income	16.68
	<hr/>
Total Other Income	-247.32
Other Expense	
Temporary Distribution	70.36
9500 · Interest Expense	42,051.86
	<hr/>
Total Other Expense	42,122.22
	<hr/>
Net Other Income	-42,369.54
	<hr/>
Net Income	251,845.79
	<hr/> <hr/>

M & L Transit Systems Inc.

Balance Sheet

As of October 31, 2024

12/11/24

Accrual Basis

	<u>Oct 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1002 · Mutual One-Operating #7374	2,194.89
1006 · Avidia Operating - 3326	228.75
1015 · Rockland Trust Operating	92,511.77
1017 · Rockland Trust Fuel	7,075.12
1018 · Rockland Trust Colonial Life	433.53
Total Checking/Savings	<u>102,444.06</u>
Accounts Receivable	
1100 · Accounts Receivable	47,727.00
Total Accounts Receivable	<u>47,727.00</u>
Other Current Assets	
1120 · Inventory	30,590.00
1200 · Other Receivables	91,000.00
1300 · Prepaid Expense	221.21
Total Other Current Assets	<u>121,811.21</u>
Total Current Assets	<u>271,982.27</u>
Fixed Assets	
1500 · Property, Plant & Equipment	831,175.58
1570 · Intangibles	26,244.40
Total Fixed Assets	<u>857,419.98</u>
Other Assets	
1700 · Other Assets	9,000.00
Total Other Assets	<u>9,000.00</u>
TOTAL ASSETS	<u><u>1,138,402.25</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	24,792.39
Total Accounts Payable	<u>24,792.39</u>
Credit Cards	
2010 · Credit Cards	33,713.47
Total Credit Cards	<u>33,713.47</u>
Other Current Liabilities	
2100 · Mutual One Bank A/C# 10777-LOC	2,105.57
2150 · Due to Boston Truck Wash	13,546.21
2170 · Insurance withholdings	1,623.21
2200 · Avidia Bank Credit line - 1233	50,000.00
Total Other Current Liabilities	<u>67,274.99</u>
Total Current Liabilities	<u>125,780.85</u>
Long Term Liabilities	
2500 · Notes Payable	472,378.09

M & L Transit Systems Inc.
Balance Sheet
As of October 31, 2024

	Oct 31, 24
2541 · Loan Payable Rockland Bus 315	74,200.00
Total Long Term Liabilities	546,578.09
Total Liabilities	672,358.94
Equity	
3010 · Additional Paid in Capital	30,000.00
3100 · Capital Stock	4,000.00
3150 · Shareholder Distribution	-219,270.74
3900 · Retained Earnings	399,468.26
Net Income	251,845.79
Total Equity	466,043.31
TOTAL LIABILITIES & EQUITY	1,138,402.25



Dear Sirs,

Please note that M & L Transit Systems Inc. provided three vehicle options. The 2026 Micro Bird, 2025 Universal, and the 2025 Spirit of Freedom.

M & L Transit Systems would recommend as its first-choice option 3 the 2025 Spirit of Freedom which allows for THREE standees; it is a low floor transit vehicle with air ride suspension for a much smoother ride quicker and easier on off for all passengers including handicap.

The second-choice recommendation would be option one the 2026 Micro Bird which allows 2 standees and is a superior vehicle compared to the 2025 Universal (Allows NO standees). The Micro Bird offers notable advantages such as enhanced safety and rollover features like one-piece galvanized steel roof bows and heavy-duty steel inside impact barriers. Completely sealed floor the subfloor is galvanized subfloor with a sound barrier undercoating applied over and under the metal subfloor makes this the best in its class. It provides better insulation, reduced noise transfer, and a smoother passenger ride. Environmentally friendly with its considerably reduction in greenhouse gas emissions. Another great feature is the Gravel shield added body protection and increased vehicle longevity The Micro bird also emphasizes passenger comfort with wider center aisles and more room for passengers. Overall, its built-to-last structure and added body protection make it a compelling choice.

ATTACHMENT A. VEHICLE FLEET: INFORMATION

Provide the following information. The information requested will be used to evaluate your firm's proposal. Use additional sheets if necessary. **Please include this sheet as part of your non-price proposal.**

The Town requires that all main fleet and back up vehicles meet the specifications outlined in Section 24B. Contractor's Equipment Responsibility. Please refer to Appendix D for Vehicle Accessibility requirements.

	Vehicle Option 1	Vehicle Option 2	Vehicle Option 3
Vehicle Make	Micro Bird	Glaval	Arbeoc
Model type	Ds-Series Para-transit	Universal E-450	Spirit of Freedom
Model year	2026	2025	2025
Miles at time of proposal	0	0	0
Lifetime (Altoona testing)	7 years 200,000 miles	7 years 200,000 miles	7 years 200,000 miles
Seat Type	Freedman City	Freedman City	Freedman City
Number of Seats (ambulatory w/o ADA)	20	24	20
Number of wheelchair seats	2	2	2
Number of standees	2	0	3
Bus length	28.8 ft.	27.5 ft.	27.3 ft.
<i>Other specs/measurements should be indicated on Appendix D: Vehicle Accessibility</i>			

Attach vehicle specifications and brochures.

Complete Appendix D: Vehicle Accessibility Checklist

Maintenance records may be requested.



Vehicle 1

QUOTATION: 071410
VERSION : 00

FORD
G5 COMMERCIAL BUS
20 PASSENGERS

PREPARED FOR: ANDCO INC.
170 AMARAL STREET

EAST PROVIDENCE
RI 02915-2223

VEHICLE DESCRIPTION:

U.S.
FORD
7.3L Gas
G5
216" DRW 7 ROWS 76" WHEEL WELL
REAR HANDI DOOR
HIGH WINDOWS FOR 74"/75"/76" BODY
DOD 32"
COMMERCIAL

STATE SPEC: FEDERAL
CHASSIS YEAR: 2026
BODY YEAR: 2026

CERTIFICATION: COMMERCIAL
CERTIFICATION STATE: US



Quote #: 071410 00

Vehicle 1



Quoted by:
ERIC ZIMMERMAN
ANDCO INC.
EAST PROVIDENCE , RI, 02915-2223

Quoted to:
ML Transit Rear Lift

Body - Base

Option	Description	Option	Description
ALI	ALIGNMENT	LE2-L	SIDE DIRECT.LED LIGHTS ARMORED YEL
AWH	WHEEL HOUSINGS ALUMINUM	LGM	DEC BIRD & STREAMER BLACK
BUA-1	BACKING SAFETY HORN SAE 112DBA	LGT	LIFT/D GLASS (2) DARK TINT (26%)
BUC-1	BACKUP CAMERA W/SCREEN IN MIRROR	LGZ	STEPWELL LED LIGHT
BU1	BUMPER REAR ALUMINUM 3/16	LJ2-L	EXTERIOR LIGHTS LED SIDE LIFT DOOR
BW1	PANEL BELOW WINDOW - ALUMINUM	LLP-L	LICENSE PLATE LIGHT LED
B216	BODY WHEEL HOUSING 216 PO G5 76"	LN2-3M	REFLECTORS REAR RED - 3M
CPO	CHASSIS PREPARATION	LR0	LIFT DOOR 2 LEAVES REAR
CRC	RIVET COVER COMMERCIAL	LR0-L	HDCP DOOR HANDLE WITH KEY
CST	STRUCTURAL CAGE	LST-L	STOP & TAIL LED LIGHTS
DFO	DECAL "?????? FUEL ONLY"	L2N-1	RR DOOR LATCH/SLIDE BAR/3 POINT
DMB-EW	DECAL MICRO BIRD ENG WHT BACK	MVW	MORE VIEW CLR GLASS TP
EDG	CLEAR GLASS ENTRANCE DOOR	PAG	FUEL FILLER POT
EEC	DOD ELECT CONTROL	PEW	PAINT EXTERIOR OXFORD WHITE
EIB	DECAL EMERGENCY DOOR	PSBC	PAINTED ENT/STEP BODY COLOR MATCH
ESK	EXTERIOR SKINS	P2S	SELECT PLYWOOD 1/2INCH
EWF	EXT WINDOW TRIM	RDB	EMERGENCY EXIT AJAR BUZZER
E32-1	DOUBLE OPENING DOOR 32 INCHES LOW	RDR	TELESCOPIC RETAINER REAR DOOR
FDC	FORD OR GM CONSOLE W/SWITCHES	RDW2-G	REAR DOOR GLASS (2) DARK TINT 26%
FGL	INT & EXT FINISHING PARTS	RD2	RR DOOR 2 GLASSES
FSR-1	STANDARD FRONT STRUCTURE	RFCR	REAR CAP SB OR COM STANDARD
GLC	GLOVE COMPARTMENT	RSR-1	REAR STRUCTURE STANDARD
GRG	GRAVEL SHIELDS MOLDED	SFS	STANDARD FLOOR STRUCTURE
GUT	DRIP RAILS	SKG	SIDE SKIN SUPP & M/FLAP
GVWR-14500	GVWR 14,500 LBS FORD	SLND	ELEC SYS W/SOLENOID 200A
IM	INT MIRROR 6X16 IN	SRT-S	CENTRAL SPEAKERS IN CEILING
ISRR	INT FINISH RR STD	SV1	STATIC ROOF VENT
ITC-PORS	PNT ROOF SKINS 0 R/H SPEAKERS STD	V20-1	SHUT-OFF VALVE 1X UNDER BODY
ITST	INTERIOR FINISH STANDARD	WHT	WHEEL WELL TRIM BLACK
LAH-S	STANDARD LED DOME LIGHTS	WRC	2 BACK WINDOWS DARK TINT (26%)
LBU-L	BACK-UP LIGHTS LED	WSS-S	WIRING SYSTEM STANDARD
LCL-L	IDENTIF.& CLEARANCE LIGHTS LED	XWB	EXTENSION WHEEL BASE 190/191/216 IN
LDN-L	DIRECTIONAL LED LIGHTS NO ARROW		



Quote #: 071410 00

Vehicle 1



Quoted by:
ERIC ZIMMERMAN
ANDCO INC.
EAST PROVIDENCE , RI, 02915-2223

Quoted to:
ML Transit Rear Lift

Body - Requirements

Option	Description
BBX-DX	BBX DELETE W/BAT AUX.
20 BRA	RETRAC SEAT BELT-BLK FREEDMAN SEATS
DG2	DRIVE LINE GUARD FRONT/REAR
DPO-4	DECALS 4 PUSH-OUT WINDOWS COM
EX2	EXTINGUISHER 5 LBS
FAK	FIRST AID KIT FEDERAL SPEC U.S
GF1	STANDEE HOR RAIL PASS LH & RH S/S
2 HCD	HANDICAP DECALS (2) 8X9

Option	Description
I10	INTERLOCK LIFT ON IGNITION
LJ1-L	EXTERIOR LIGHTS LED ENTRANCE DOOR
MUD	MUDFLAPS STANDARD
PST-55RC	HPADS GREY W/AC RR 55K W/RR/D
2 QSC-HR	QRT DLX RET S&C W/RET SH/BELT W/RHA
SSS	STANDARD SEAT SUPPORT
TWD	KIT REFLEC (3)

Body - Options

Option	Description
AC-55IT-RC	A/C BCC 55K+OEM EV/RR/W ROOF/C 2C
CPC-6	YEL PULL CORD 2 STOP BUTTONS 2 TONE
2 DCH	DOCUMENT HOLDER ACRYLIC (6IN X 9IN)
DE8	DISPLAY FR TWINVISION 14X108
DE8-S	DISPLAY SIDE TWINVISION 14X72
DME	"OCCUPANCY FORWARD OF LINE PROHIB"
EDES	ELECTRIC ENTRANCE DOOR KEY SWITCH
5 EM35LJL004	FRD STD 35 LH 070
5 EM35RJL004	FRD STD 35 RH 070
EXL-SMR	EXHAUST LEFT W/SMR&EXL HDCP RR
FE4-ASWT	LINE AISLE BEHIND DRIV TEXT WHT AS
FMSSG-TW	SMTH GREY FLR WHT/N TEXT ASTRFL
FS5-R	REINFORCED STEEL-ALUMINUM FLOOR
GCS	ENTR GRAB LH 1% IN SS PLAIN
GDS	ENTR GRAB RH 1% IN SS PLAIN
HC3	WHEEL COVERS (4)
HEAB-RWL	HEATER RR 42K+26K RECESSED RR/WALL
HHNC-2	HEATER HOSE ONLY (2X)
ISF-O	INT FRONT SKINS W/OPENING

Option	Description
LBS9	BRAUN LIFT CENT 1000LB 34X54 OFFSET
LH2-L	RR CENTER BRAKE LIGHT LED (SURFACE)
ME2	PREWIRE FOR 2 WAY RADIO
MODL-5	MODESTY LH GRAY VINYL
MODR-5	MODESTY RH GRAY VINYL
MVCHC	MIRROR VELVAC CM HTD & REM
PLH-3	REINF.PLATE HDCP DOOR 403/404 1000
PRFB	PREWIRING FAREBOX
PSP-USB	PREWIRING USB OUTLETS
RCFW-1	FR CAP COM W/DESTIN
RF8	LEFT STD ALU RUNNINGBOARD PAINTED
RMW-PAS	RADIO AM/FM/CD/USB MB WITH PA
SGL	STANCHION & GUARD LH CM
SGR	STANCHION & GUARD RH CM
SMR	MOR/RIDE SUSPENSION KIT
UC2	UNDERCOATING BODY AND CABIN FLOOR
10 USB4	2 BOXES TOTAL (4)USB OUTLETS
WDC5-1	T-SLIDE TINT 26% W/4P/O +1 CLR PANO
WRV	WIRING CAMERA SYSTEM REI



ANDCO INC.

SEAT PLAN: SP58907
QUOTE: 071410

Vehicle 1

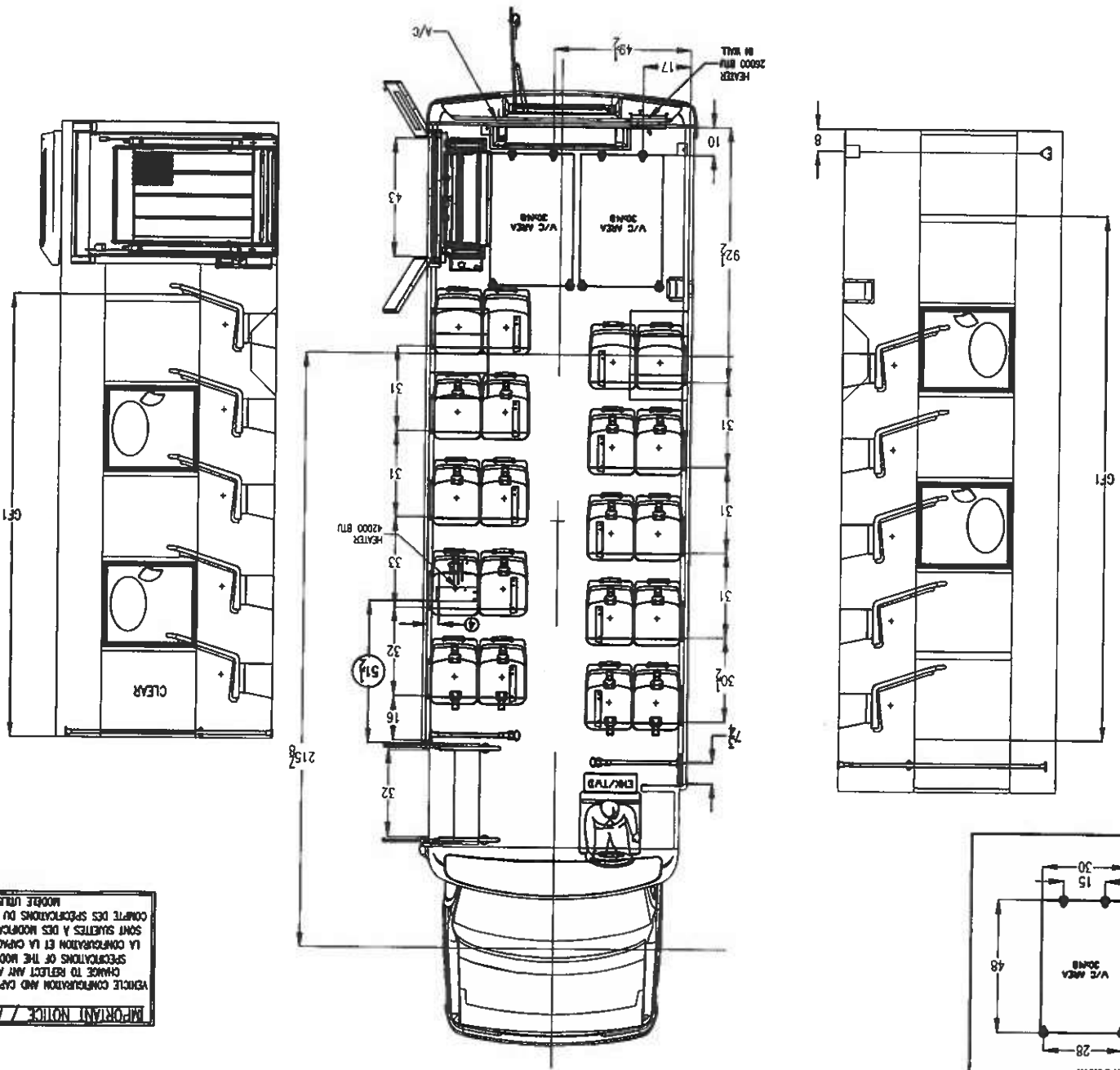
	LEFT	RIGHT
ROW 1	EM35LJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS	EM35RJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS
ROW 2	EM35LJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS	EM35RJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS
ROW 3	EM35LJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS	EM35RJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS
ROW 4	EM35LJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS	EM35RJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS
ROW 5	EM35LJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS	EM35RJL004 FRD CITYSEAT STANDARD RIGID MID 35 /LVL: 6 070 REPEL GEM GEM GRAY 61136025 GRAB: TOP BOTH SEAT BLACK BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS BRA RETRAC SEAT BELT-BLK FREEDMAN SEATS USB4 2 BOXES TOTAL (4)USB OUTLETS

SEAT	DIM.	QTY
EM	35 LH	5
EM	35 RH	5
Seat spacing = See drawing		
D.O.D. 32"		
APPROVED CONFIGURATIONS		
Total ambulatory passengers : 20		
Total wheel chair passengers : 0		
Load cap. (pass. + cargo) : 8000 lbs		

REV.	2024/11/20	SG	DESCRIPTION
Stock Number:	YYYY/MM/DD	BY	DRAWING CREATION
Customer Approval:	Date:		

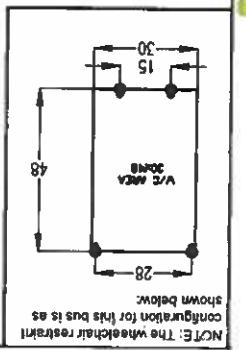
Drawn by : SABRINA GALERD
 MODEL: UFHS 7RH WCV
 UNIT - INCHES
 SCALE - DIM NOT SCALE
 Drawing no. 071410
 Micro Bird Inc. Technical Department

FOR QUOTATION ONLY
 POUR SOUMISSION SEULEMENT



Vehicle 1

IMPORTANT NOTICE / AVIS IMPORTANT
 VEHICLE CONFIGURATION AND CAPACITY ARE SUBJECT TO CHANGE TO REFLECT ANY AND ALL CHANGES IN SPECIFICATIONS OF THE MODEL YEAR UTILIZED. LA CONFIGURATION ET LA CAPACITE DE CE VEHICULE SONT SUJETES A DES MODIFICATIONS ANNUELLES EN RAISON DES SPECIFICATIONS DU CHASSIS DE L'ANNEE MOBILE UTILISEE.





Master's
Transportation Inc

Vehicle 2

E-SERIES MODELS FOREST RIVER
BUS & VAN

[Empty rectangular box]

Date: 12/5/2024

ORDER#: [Empty rectangular box]

FR SHORT VIN: [Empty rectangular box]

DAX SO #: [Empty rectangular box]

Dealer Code Number: _____

Dealer Name: Master's Transportation

Address: 800 Quik Trip Way

City/State/ZIP Code: Belton, MO 64012

Dealer Contact: _____

Phone: _____

Dealer Contact Email: _____

Sales Rep: _____

Print #: _____

Shipping Method: _____

Shipping Location: Master's Transportation

Address: _____

City/State/ZIP Code: _____

Phone: _____

Contact: _____

Payment Method: _____

Order Quantity: _____ Deale

End User Name: Stock #478 20+2 2 DBL

Chassis Releasing Dealer: _____

FIN CODE if applicable: _____

If Alternate Fuel Conversion, Enter Fuel Type Here:

[Empty rectangular box]

CHASSIS INFORMATION FOR ORDER

CHASSIS V.I.N. [Empty rectangular box]

KEY CODE: [Empty rectangular box]

FOR AIRPORTER ORDERS ENTER DUAL DOOR HERE: [Empty rectangular box]

Special Order Chassis Options:

Drop Ship Chassis Details Needed:
Shipping Dealer, VIN, Options

SEAT COLOR & EXTERIOR GRAPHIC INFORMATION REQUIR

Passenger Seat Fabric: _____

Driver Seat Fabric: _____

Co Pilot Seat Fabric: _____

EXTERIOR GRAPHICS: ENTER THE GRAPHICS AND VENDOR INFORMATION IN THE BOX BELOW:

MODEL INFORMATION

*Model 26 with 190" wheelbase required for 25 passenger unit. Limited Options and Requires Engineering Appro

**Model 25 with 176" wheelbase requires approval for paratransit applications.

***Model 27 with 208" & 212" wheelbase has Limited Options and Requires Engineering Approval

NON-RETRACTABLE SEAT BELTS ARE STANDARD EQUIPMENT - NO DELETIONS ALL

Vehicle 2

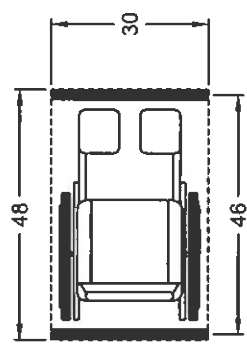
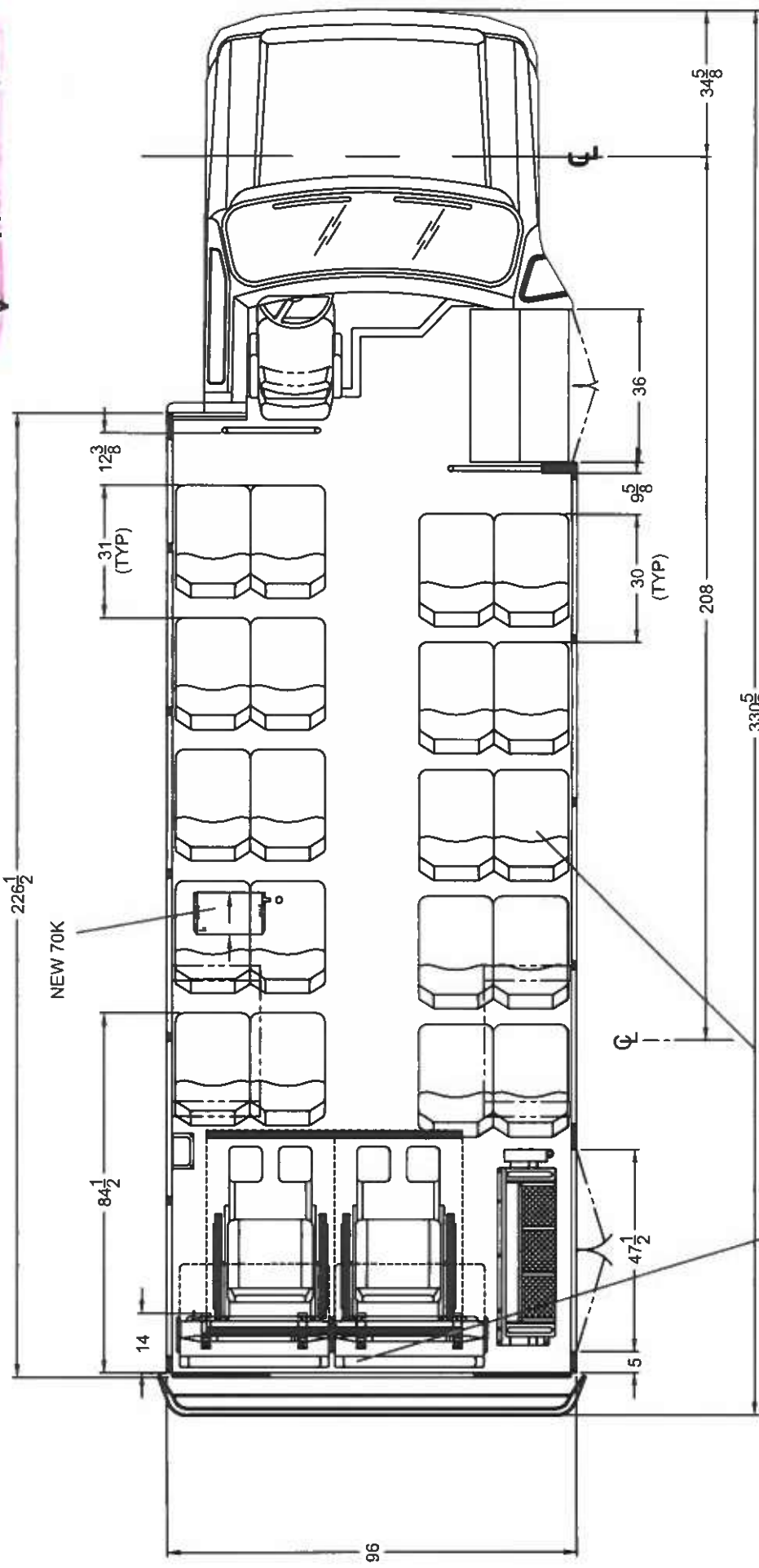
Code Qty

UNIVERSAL - FORD E450		CONVERSION ONLY PRICING			
Universal 27 208" WB E-450 7.3L Premium Gas Engine W/240 AMP OEM ALT	G	9102	C	1	
SPECIAL INSTRUCTIONS OR NOTES					1
<small>ALL PAPERWORK FOR BUS TO BE SHIPPED TO MASTERS TRANSPORTATION - 124 CUMMINGS PARKWAY, - BELTON, MO 64612 - TO ATTN: JAKE WEST PH: 866-763-3613</small>					
PLEASE INCLUDE EXTRA IGNITION KEY IN THE BROWN PACKET.					NOTE 1
SPECIAL BUILD OPTIONS					1
CHASSIS KEY NO FOB, EXTRA, FORD E-SERIES (EACH)	ST	99		1	
WARRANTY					
5 Year / 100,000 Mile Limited Warranty	ST	99		1	
ELECTRICAL SYSTEM					
Intermotive Flex Tech Electrical System	05	STD		1	
SIDEWALL / REARWALL / CEILING					
Driver Area: Grey Padded Vinyl	05	STD		1	
Cove Black Flooring on Sidewall to Seat Track	05	2237		1	
Grey Padded Vinyl Interior (walls and ceiling)	05	2113		1	
FLOORING - WHITE NOSING IS STANDARD					
Aisle: Gerflor Sirius NT #6801 Graphite (Black)	05	STD		1	
Under Seats: Gerflor Sirius NT #6801 Graphite (Black)	05	STD		1	
5/8" MarineTech Plywood Floor	05	2202		1	
CHASSIS					
Front Mud Flap (1), Passenger Side Only (to be used with Running Board) - NOT AVAILABLE ON FORD TRANSIT	05	2340		1	
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large) (NOT AVAILABLE ON FORD TRANSIT)	05	2623		1	
Mor-Ryde RS Suspension (SUBJECT TO WEIGHT ANALYSIS APPROVAL)	05	1444		1	
Exterior Mirror Set, Remote/Heated, Ford	05	2444		1	
Valve Stem Extender Inner Dual Rear Wheel, pair	05	8606		1	
ENVIRONMENTAL CONTROL					
TRANS/AIR AIR CONDITIONING SYSTEMS					1
DUAL COMPRESSOR SYSTEMS CEILING MOUNT EVAPORATOR					1
TA 733 SUPER 70K - TA73 EVAP - SMC3L COND - 10 C.I.D. COMP (SELECT CHASSIS/ENGINE BELOW)					1
TA733 SUPER 10 FORD 7.3 LITRE PREMIUM GAS ENGINE	05	104313		1	
HEATERS					1
Hot Water Heater, 70K BTU - Floor Mounted	05	99		1	
ELECTRICAL					
E-series Single Door / SWITCH PANEL Engine Cover Mounted W/ Cupholder	ST	99		1	
Door Ajar Buzzer on Wheelchair Door	05	22080		1	
Wiring Diagram "AS BUILT" ON USB Flash Drive		STD		1	
DESTINATION SIGNS/I.D. SIGN/FRONT VIEW WINDOW					1
Transign LD12112 Front LED Sign 12x112 Display w/OCU	05	20122		1	
Transign LD1280 Side LED Sign 12x80 Display-Requires Front Sign	05	20123		1	
EXTERIOR LIGHTS					
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds	05	STD		1	
LED Rear Center Mount Brake Light, Rectangular	05	20136		1	
LED Mid-Ship Turn / Marker Lights	05	20138		1	
INTERIOR LIGHTS					1
Door Activated Interior Lights	05	8810		1	
AUDIO / VISUAL					1
FORD E-SERIES OEM AM/FM/BT RADIO ORDERED ON CHASSIS					NOTE 1
4 Speakers with Wire to Chassis OEM Radio (if supplied)	05	8822		1	
Hand Held Mic & Clip Added to PA Ready Radio	05	99		1	
DOORS / HATCH / WINDOWS					
Passenger Door Electric (standard)	05	20163		1	

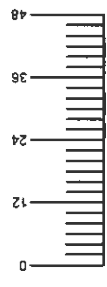
Vehicle 2

Passenger Door 36" ROUGH OPENING (STANDARD)	05	2063		1
Roof Hatch - Transpec 1070 Series Dual Purpose Safety Vent II	05	20179		1
Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instrctions in Row Below	05	20187		10
PARATRANSIT OPTIONS				
DUAL panel wc doors / Right hand LOCKING handle / ALUM frame / ALUM ext door panels	05	20206		1
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?			Rear	
BRAUN LIFTS				
Braun Century NCL9173454-2 800# (34"x54") *N/A FRONT LIFT 138/139"WB	05	20227		1
LIFT FAST IDLE WITH 403 INTERLOCK				
Intermotive Gateway 508-F Ford E or 517-F Transit Fast Idle with Lift Interlock	05	99		1
Q Straint W.C. Securement Kits, Accessories				
Q-8201-L Std Retrctr Tie Down,Q8-6326-A1 Combo Lap/Shldr,L Trk	05	8688		2
Q Straint Belt Storage Pouch	05	8102		2
Q-Straint Belt Cutter (ship loose)	05	8179		1
Miscellaneous Accessories				
Priority Seating Sign **Required for ADA Compliance**	05	8104		2
Wheelchair Decal (International Symbol of Accessibility) Each	05	8105		1
SAFETY OPTIONS				
Back-Up Alarm SAE Type C 97 db(A)	05	20267		1
STANDARD ROSCO STSK4750 BACK-UP CAMERA SYSTEM W/ 7" REARVIEW MONITOR / MIRROR COMBO	05	STD		1
GRAB RAIL / STANCHION / PANELS				
Ceiling Grab Rail - Install on Both Sides	05	2170		1
Left Hand Entry Vertical Grab Rail - 1 1/4"		STD		1
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	05	8130		1
Stanchion and Modesty Panel at Entry Door		STD		1
Stanchion and Modesty Panel Behind Driver	05	20301		1
Add Tinted Plexiglass Upper Panel LOCATION: Behind Driver	05	8146		1
SEATING - DRIVER				
SHIELD FC Recliner(GM&Ford), RH Arm, 4 Position Lumbar, Mesh Pocket	05	2064		1
FREEDMAN SHIELD DRIVER SEAT FABRICS				
Driver Seat Cover - Level 4 Ice Pinstripe; Mor-Care; Leathermate	05	2043		1
SEATING - PASSENGER				
PASSENGER SEAT FABRICS				
Seat Cover - Level 4 Ice Pinstripe; Mor-Care; Leathermate	05	2074		24
SEAT OPTIONS				
Anti-Vandal Grab Handle, Black Ea on:			All Double Fixed Seats	
Black US Armrest - Each - on:			Aisle	
05	2311			20
05	2077			10
FREEDMAN SEATING SPECIAL BUILD OPTIONS				
FREEDMAN CITISEAT NO INSERT	ST	99		20
DOUBLE FREEDMAN CITI FLIPSEAT WITH 2 LEGS	ST	99		2
SEAT BELTS				
Seat Belt, Retractable ** NOT AVAILABLE WITH FOLDAWAY SEATS, FLIP SEATS AND AISLE FACING SEATS **ORDER USR BELTS	05	2087		20
Seat Belt, Freedman USR Retractable (Per Person)	05	2282		4

VENTURE



SCALE
IN INCHES



NOTE: SHOWN WITH MID HI FREEDMAN SEATS
E-450 14,500 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
COMPLETED ORDER WITH ALL OPTIONS SHOWN.
OPTIONAL EQUIPMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

ALL DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF FOREST RIVER BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR REPRODUCED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO THE CONTRACT WITH, OR PROPOSALS SUBMITTED TO FOREST RIVER BUS, A DIVISION OF FOREST RIVER.

TOLERANCE UNLESS OTHERWISE SPECIFIED	WOOD	± .005"	± .005"	± .005"	± .005"
OTHER	± .010"	± .010"	± .010"	± .010"	± .010"
TITLE: 20 2 WC 208" WB 215 BDY MODEL 27					
DATE: 02/08/12					
DRAWING No. 20 2 WC 2 DB FLIP 208 215-2 FRB					

REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

Vehicle 3

CONVERSION ONLY		
27 - 208" WB GAS - FORD 14,500 GVWR (B706) (27'-4" OAL)		1
Chassis - 02		Qty
Black Steel Bumper	02-001-1 STD	1
Driver Side Running Board - 12" w/o wing	02-004N STD	1
Front Mud Flaps	02-002 STD	1
12V Electric Air Suspension Compression System	02-031V STD	1
Tow Hooks Rear	02-1802 STD	1
GerFlor Flooring Sirius Anthracite Gray (no coving on sides)	02-667SA	1
Dealer Transfer Chassis (includes Chassis PDI) NEED DEALERSHIP RELEASE CODE	02-976	1
Composite subfloor	02-670	1
STAINLESS STEEL CASING, PIPING, MOUNTING STRAPS, FASTENERS FOR EXHAUST	B936SS	1
Mirrors - 03		Qty
Interior Convex Mirror (with Pivot Point for Adjustment)	03-020P	1
Remote/Htd Rosco door mounted	03-021R STD	1
Windows - 04		Qty
Solid Framed Windows	04-047 STD	1
Extra Std 36 X 36 Egress window front Road Side (191", 208" WB) **in addition to std egress windows over wheel well positions in all wheelbases	04-043 STD	1
Exterior - 05		Qty
Side Turn Marker Lights (includes Chrome Trim Rings)	05-068	1
Rear Center Brake Light	05-065 STD	1
Ext Light at entry door	05-066 STD	1
Amber lens for Turn Signal	05-081 STD	1
Interior Lights on w/door opening	05-197 STD	1

Door/Hatch/Luggage - 06		Qty
Upper Overhead Access Door Only w/thumb latch	06-149AD	1
Sensitive Door Edge - Main Entry	06-090S STD	1
Electrical - 07		Qty
Alarm Backup	07-610 STD	1
Driver Console Switch Panel	07-147S STD	1
Auxiliary Battery, Compartment w/STAINLESS STEEL Tray & Door Key Lock	07-153S STD	1
Rotary Disconnect Switch	07-154 STD	1
Fast Idle	07-170IO STD	1
Egress Window/Rear Door Lights (match # of Egress Windows & Rear Door)	07-202 STD	4
Ext Door Toggle Switch	07-616 STD	1
Ramp Activation System (includes Ext Ramp Toggle Switch)	07-608 STD	1
TRANSIGN FRONT & SIDE INTERIOR LED DESTINATOR DESTINATION SIGNS WHITE	07-178FS-W	1
AISLE LED LIGHTS (qty 4) wired with interior lights on with door opening and switch on dash	B207S4B	1
Audio - 08		Qty
Ground Screen in Front Cap	08-248GP STD	1
Passenger Stop Request - Yellow Pull Cord w/chimes w/Surface Mount Wired Push Buttons at Wheelchair Positions	08-222PY 223CW	1
AM/FM/WB/USB AUX BLUETOOTH w/PA System - 4 Aftermarket Speakers - REI (FORD ONLY)	08-236RB	1
Buss Bar w/(2) 6way Fuse Blocks (1) Ignition Hot, (1) Battery Hot	08-242C STD	1
Next stop announcement system - Passio		1
Interior Environment - 09		Qty
Air Conditioning - Rooftop Systems Specify Evaporator location		

ACC - A/C 95,000 BTU TropiCool TC8021 Cool Only 100K Roof Mount Evaporator /135K Condenser Combo Unit TM21 compressor	09-271AC	1
Heaters		
65K BTU Heater Floor Mount Low Profile	09-289	1
Heater Shut Off Valve-Brass w/label	09-299	1
Interior - 10		Qty
Diamond XV Fare box w/2 Vaults	10-303	1
LH Entry Stanchion w/Grab Handle Stainless	10-342 STD	1
RH Entry Stanchion w/Grab Handle Stainless	10-345 STD	1
Assist Handles on Entry Doors Stainless	10-353 STD	1
Driver Stanchion Straight W/Modesty Panel & Plexiglass Stainless (Ford)	10-361	1
FRP Ceiling	10-369 STD	1
FRP Sidewalls	10-373 STD	1
Seating - Driver - 11		Qty
High Back Shield Seat w/Recliner/Armrest/Lumbar (FORD only with OEM Seat Delete)	11-376F STD	1
Cover prices for Shield Driver's seat		
Driver Seat Cover-Level 5	11-395F	1
Seating - Passenger -12		Qty
Citi Seats		
Citi Seat Single (w/insert)	12-415CS	1
Citi Seat Double (w/insert)	12-415CD	8
Citi Seat Double Foldaway (w/insert) **requires special USR seatbelt	12-415C433D	1
Seating - Accessories - 13 *NON RETRACTABLE SEATBELTS WILL BE REQUIRED IF NO OTHER SEATBELT OPTION IS CHOSEN*		Qty
Retractable Seat Belt (each)	13-481	17
USR Seatbelt for Citi Seat Double Foldaway (requires special base)	13-485415C	1
Seating Trim Levels - 14 Click here to view fabric availability - Color Code Required		Qty

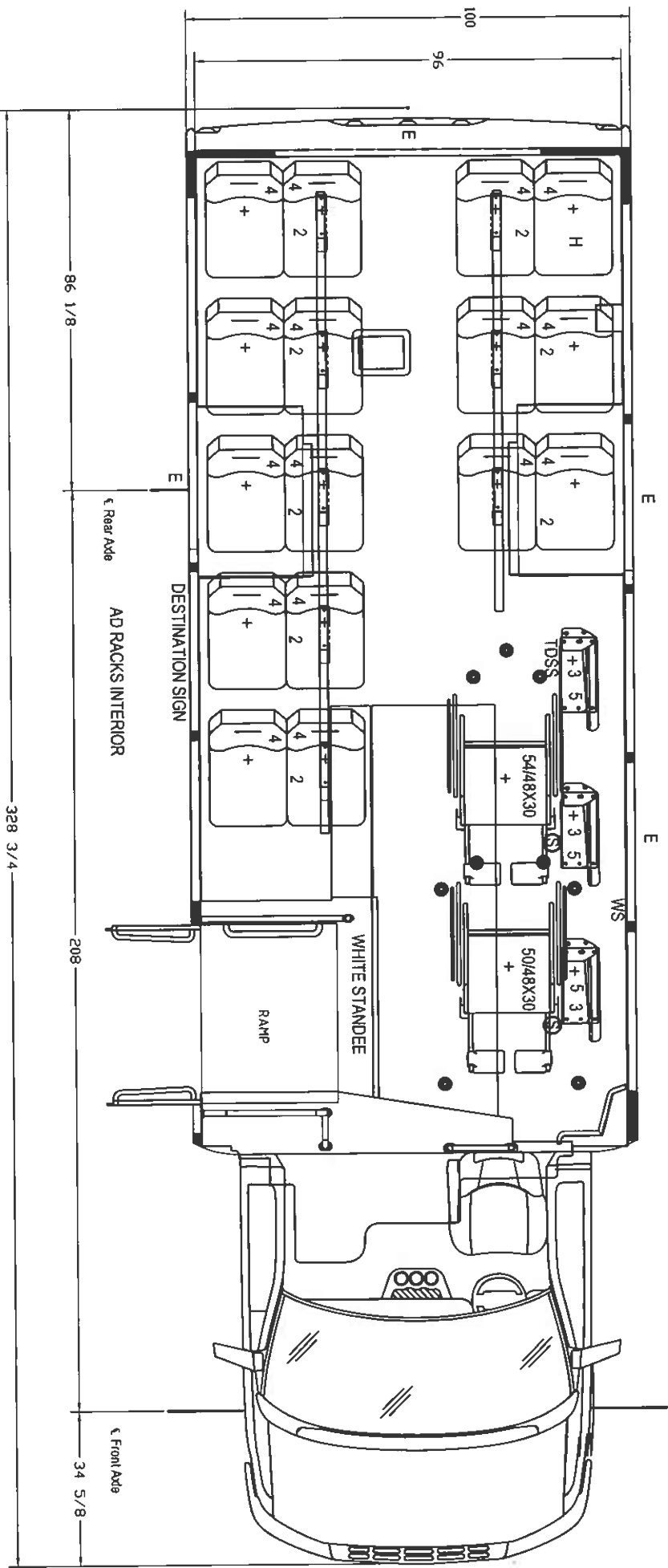
Citi Seat Shell & Fabric insert Color Code		
Citi Seat Insert Cover - Level 5	14-547	19
Citi Seat Shell Color - Dark Grey		1
Safety - 15		Qty
Safety Kit, includes #10 fire extinguisher (3.5lb), 16 Unit First Aid Kit & triangle kit shipped loose	15-599	1
Standee Line w/ Sign White	15-620 STD	1
ADA - 16		Qty
Q'Straint Q8100-A-SC3 (Slide & Click) 4 Deluxe Retractors (Q8-6200-SC) 1 - Retractable Shoulder Belt Reel (Q5-6415-RET-ASL) Regular lap belt w/ pin connector (Q8-6325)	16-693	2
Q'Straint Scooter Tiedown Kit	16-712	1
Wheel chair belt storage under seat for Q'Straint Slide & Click (not available on single foldaway)	16-719	1
Slide & Click Wheel Chair restraint - Wall storage	16-721	1
ADA Decal (included with each tiedown kit)	16-713 STD	2
Wheelchair Decal (included with each tiedown kit)	16-714 STD	2
Belt Cutter (1) included for any qty of tiedown kits	16-749Q STD	1
Entry Ramp w/IO Controls - Braun 34" x 68 (FORD Only)	16-113IO-68	1

PRELIMINARY DESIGN SCHEME. TO BE CONFIRMED
 AT ENGINEERING REVIEW COMPLETION, OR DESIGN
 COMPLETION OF CHANGE ORDER*

DEALER SIGNATURE:

DATE:

- NOTES:
- E-EGRESS WINDOW LOCATIONS
 - CITTI SEAT DOUBLE
 - CITTI BY FOLD-AWAY DOUBLE SEAT
 - NON RETRACTABLE SEAT BELTS
 - SPECIAL USR SEAT BELT FOR CITTI BY
 - H- 6SK BTU FLOOR MOUNT HEATER



REVISIONS			
REV	DESCRIPTION	BY	DATE

Vehicle 3

ARBOC

ARBOC SPECIALTY VEHICLES CLAIMS PROPRIETARY RIGHTS IN THE MATERIAL DISCLOSED HEREON. NEITHER THIS DRAWING NOR ANY REPRODUCTION THEREOF MAY BE USED TO MANUFACTURE ANYTHING SHOWN HEREON WITHOUT PERMISSION IN WRITING FROM ARBOC SPECIALTY VEHICLES. TO THE USER SPECIFICALLY REFERRING TO THE DRAWINGS. INFORMATION CONTAINED HEREON MAY BE THE EXPRESS PROPERTY OF ARBOC SPECIALTY VEHICLES AND PROTECTED IN THE FORM OF A TRADE SECRET.

TOLERANCES:
 FINISHES: 1/8"
 LOCATION DIMS: 1/16"
 FINISH DIMS: 1/16"
 2 PLACE DECIMAL DIMS: 1/32"
 3 PLACE DECIMAL DIMS: 1/64"

NAME: FLOOR PLAN, 22PS-2WC-208WB SDF-F
 DRAWN BY: DATE: CHECKED BY: CHECKED DATE: DRAWING NUMBER: REVISION: SHEET:

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (1).

There is a growing awareness of the need to improve the quality of life of people with schizophrenia. The World Health Organization (WHO) has developed a number of instruments to measure the quality of life of people with schizophrenia (2). The WHO Quality of Life Scale (WHOQOL) is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3).

The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3). It consists of 26 items that are rated on a scale from 1 to 5. The items are grouped into six domains: physical health, psychological health, social relationships, independence, environment, and spirituality. The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3).

The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3). It consists of 26 items that are rated on a scale from 1 to 5. The items are grouped into six domains: physical health, psychological health, social relationships, independence, environment, and spirituality. The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3).

The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3). It consists of 26 items that are rated on a scale from 1 to 5. The items are grouped into six domains: physical health, psychological health, social relationships, independence, environment, and spirituality. The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3).

The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3). It consists of 26 items that are rated on a scale from 1 to 5. The items are grouped into six domains: physical health, psychological health, social relationships, independence, environment, and spirituality. The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3).

The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3). It consists of 26 items that are rated on a scale from 1 to 5. The items are grouped into six domains: physical health, psychological health, social relationships, independence, environment, and spirituality. The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3).

The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3). It consists of 26 items that are rated on a scale from 1 to 5. The items are grouped into six domains: physical health, psychological health, social relationships, independence, environment, and spirituality. The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3).

The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3). It consists of 26 items that are rated on a scale from 1 to 5. The items are grouped into six domains: physical health, psychological health, social relationships, independence, environment, and spirituality. The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3).

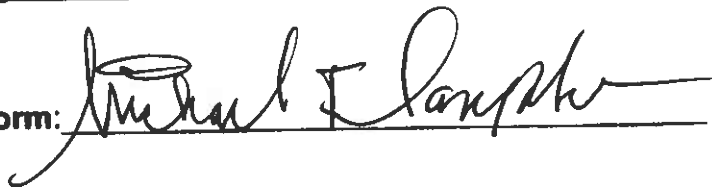
The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3). It consists of 26 items that are rated on a scale from 1 to 5. The items are grouped into six domains: physical health, psychological health, social relationships, independence, environment, and spirituality. The WHOQOL is a self-rated measure of quality of life that has been validated for use in people with schizophrenia (3).

Appendix D -Lexpress Vehicle Checklist for Accessibility Standards

Vehicles for Lexpress Bus service must meet accessibility standards as outlined in the sections below. All vehicles either need a ramp or lift. For whichever option you are proposing, please ensure that all specs are met. Please note that accessibility specifications on the form below have to be reported on to our granting agencies.

Name of Person completing this form: Michael F. D'Ampolo

Organization: M&L Transit Systems Inc.

Signature of person completing this form: 

Ramp Specifications (if applicable) **FOR AR BOC ONLY RAMP**

	Specification (Regulation)	Note Actual Vehicle Measurement
Meets	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps < 30" in length must have a design load of 300 pounds. (§ 38.23(c)(1))	
Meets	Ramp surface must be continuous and slip resistant. Protrusions cannot be more than 1/4 inch. (§ 38.23(c)(2))	
Meets	Ramps must be at least 30 inches wide. (§ 38.23(c)(2))	
Meets	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. (§ 38.23(c)(2))	
Meets	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. (§ 38.23(c)(3))	
Meets	Side barriers, at least 2 inches high, must be provided. (§ 38.23(c)(4))	
Meets	<p>Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply:</p> <ul style="list-style-type: none"> Finished floor height above 6-inch curb • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 <p>(§ 38.23(c)(5))</p> <p>Preference is given to vendors proposing to use vehicles equipped with a ramp that, when deployed to ground, the</p>	

Meets	slope does not exceed 1:7.	
Meets	The ramp must be firmly attached to the vehicle. (§ 38.23(c)(6))	
Meets	Gaps between the ramp and vehicle finish floor cannot be more than 5/8 inch. (§ 38.23(c)(6))	
Meets	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. (§ 38.23(c)(7))	
NA	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. (§ 38.23(c)(8))	
Meets	Ramp must deploy to the right-side (curb-side) of the vehicle.	

Lift Specifications (if applicable)

FOR MICRO BIRD + UNIVERSAL

	Specification (Regulation)	Note Actual Measurement
Meets	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts must have a safety factor of at least three. (49 CFR § 38.23(b)(1))	
Meets	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. (§ 38.23(b)(2)(i))	
Meets	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. (§ 38.23(b)(2)(i))	
Meets	Lifts must be equipped with an emergency method of deploying. This emergency backup system must be capable of being operated both up and down without the platforms "stowing" while occupied. (§ 38.23(b)(3))	
Meets	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. (§ 38.23(b)(4))	
Meets	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. (§ 38.23(b)(5))	
Meets	Side barriers must be at least 1 1/2 inches high. (§ 38.23(b)(5))	
Meets	The "loading-edge" (or outer) barrier must be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. (§ 38.23(b)(5))	
Meets	The platform surface must be slip resistant with no protrusions over 1/4 inch high. (§	

Meets	38.23(b)(6))	
Meets	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. (§ 38.23(b)(6))	
Meets	Gaps between the platform surface and any barrier cannot be more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. (§ 38.23(b)(7))	
Meets	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. (§ 38.23(b)(7))	
Meets	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. (§ 38.23(b)(8))	
Meets	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. (§ 38.23(b)(9))	
Meets	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration cannot be more than 0.3 g. (§ 38.23(b)(10))	
Meets	Components of a lift must be designed to allow boarding in either direction. (§ 38.23(b)(11))	
Meets	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a usable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." (§ 38.23(b)(13))	
Meets	Lifts may be marked to identify the preferred standing position. (§ 38.23(b)(12))	
Meets	Lift must deploy to the right-side (curb-side) of the vehicle.	

Securement Area

	Specification (Regulation)	Note Actual Measurement
Meets	Vehicles more than 22 feet in length must have at least two (2) securement locations. Vehicles 22 feet or less in length must have at least one (1) securement location. (§ 38.23(a)) Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). (Please note Lexpress vehicles WILL BE	

Meets	more than 22 feet in length).	
Meets	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> • For vehicles more than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. • For vehicles 22 feet or less in length, the one required position can be either forward or rear facing. <p>(§ 38.23(d)(4)) (Lexpress buses WILL BE more than 22 feet in length)</p>	All WC forwards facing
NA	<p>If wheelchair and mobility-aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor. (§ 38.23(d)(4))</p>	
Meets	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> • For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. • For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>(§ 38.23(d)(1))</p>	
Meets	<p>Securement area must be located as close to the accessible entrance as possible. (§ 38.23(d)(2))</p>	
Meets	<p>A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). (§ 38.23(d)(2))</p>	
Meets	<p>The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied)* and be operable by someone with average dexterity that is familiar with the system. [§ 38.23(d)(3)]</p> <p>*The "common wheelchair" concept was removed from Part 37, but the above dimensions/weight still represent the minimum a compliant lift must accommodate.</p>	
Meets	<p>Securement systems must keep mobility aids from moving no more than 2 inches in any direction. (§ 38.23(d)(5))</p>	
Meets	<p>The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. (§ 38.23(d)(6))</p>	

Meets	Securement systems must keep mobility aids from moving no more than 2 inches in any direction. (§ 38.23(d)(5))	
Meets	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. (§ 38.23(d)(6))	
Meets	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. (§ 38.23(d)(7))	
	Each securement location must have a sign designating it as such. Characters on these signs must have (1) a width-to-height ratio between 3:5 and 1:1; (2) a stroke width-to-height ratio between 1:5 and 1:10; (3) minimum height (using an uppercase "X") of 5/8 inch; (4) wide spacing (generally, the space between letters must be 1/16 the height of uppercase letters); and (5) contrast with the background, either light-on-dark or dark-on-light. (§ 38.27(b) and (c))	To be provided by town

General Vehicle Specifications

	Specification (Regulation)	Note Actual Measurement
Meets	Aisles, steps, and floor areas must be slip resistant. (§ 38.25(a))	
Meets	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. (§ 38.25(b))	
Meets	The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas must be as follows: <ul style="list-style-type: none"> For vehicles more than 22 feet in length, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. For vehicles 22 feet or less in length, the overhead clearance must be at least 56 inches. (§ 38.25(c)) Lexpress vehicles WILL BE more than 22 feet in length.	
Meets	Signs for at least two sets of forward-facing seats indicating that those seats are priority seats for persons with disabilities, and that other passengers should make such seats available to those who wish to use them. Characters on these signs must have (1) a width-to-height ratio between 3:5 and 1:1; (2) a stroke width-to-height ratio between 1:5 and 1:10; (3) minimum height (using an uppercase "X") of 5/8 inch; (4) wide spacing (generally, the space between letters must be 1/16 the height of uppercase letters); and (5) contrast with the background, either light-on-dark or dark-on-light. (§ 38.27(a), § 38.27(c))	

Meets	Interior handrails and stanchions must allow space for wheelchairs and other mobility aids to turn and maneuver to reach a securement location from the lift or ramp. (§ 38.29(a))	
Meets	Handrails and stanchions must be provided in the vehicle entrance so that a person with a disability can grasp the handrail or stanchion to board from outside the vehicle and then pay a fare. Handrails must (1) have a cross-sectional diameter of 1 1/4 to 1 1/2 inches or provide equivalent grasping service; (2) have eased edges with corner radii of at least 1/8 inch; and (3) be placed to provide a minimum of 1 1/2 inches of knuckle clearance from the nearest adjacent surface. On vehicles more than 22 feet in length with on-board fare collection systems, a horizontal assist must be provided across the front of the vehicle. (§ 38.29(b))	
Meets	For vehicles more than 22 feet in length, an overhead handrail or handrails must be provided which are continuous except for a gap at the rear doorway. (§ 38.29(c)) Lexpress buses will be more than 22 ft in length.	
Meets	Handrails and stanchions must be sufficient to permit safe boarding, on-board circulation, sitting and standing assistance, and exiting by persons with disabilities. (§ 38.29(d))	
Meets	For vehicles more than 22 feet in length with front-door lifts or ramps, vertical stanchions immediately behind the driver must either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. (§ 38.29(e))	
Meets	If a wheelchair user must pass the driver's seat, the seat platform must not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. (§ 38.29(e))	
Meets	Any stepwell or doorway with a lift or ramp, immediately adjacent to the driver must have—when the door is open—at least 2 foot-candles of lighting measured on the step tread or lift platform. (§ 38.31(a))	
Meets	Other stepwells, and doorways with lifts or ramps must have at all times at least 2 foot-candles of lighting measured on the step tread or lift or ramp, when deployed at the vehicle floor level. (§ 38.31(b))	
Meets	All vehicle doorways must have outside lights that, when the door is open, provide at least 1 foot-candle of lighting on the street surface for a distance 3 feet (915 mm) perpendicular to the bottom step tread or lift outer edge. These lights must be shielded to protect the eyes of entering and exiting passengers. (§ 38.31(c))	
Meets	If present, a farebox must be located as far forward as practicable and must not obstruct traffic in the vestibule, especially for wheelchairs and mobility aids. (§ 38.33)	
Meets	If a vehicle is more than 22 feet in length and used in multiple-stop, fixed-route service, then it must be equipped with a public address system permitting the driver, or recorded or digitized human speech messages, to announce stops and provide other passenger information within the vehicle. (§ 38.35(a)) Lexpress vehicles WILL BE more than 22 ft in length	

Meets	Where passengers may choose to board or alight at multiple stops, vehicles more than 22 feet in length must provide controls adjacent to the securement location for requesting stops and alerting the driver that a mobility-aid user wishes to disembark (i.e., stop- request controls). The controls must (1) be mounted no higher than 48 inches and no lower than 15 inches above the floor; (2) be operable with one hand; (3) not require tight grasping, pinching, or twisting of the wrist; and (4) not require more than 5 lbf (22.2N) of force to activate. This system must provide auditory and visual indications that a request has been made. (§ 38.37)	
NA	It is preferred to use vehicles equipped with interior visual messaging screens capable of providing visual equivalency for bus stop and general passenger information announced audibly within the vehicle.	
Meets	If destination or route information is displayed on a vehicle's exterior, then the vehicle must have illuminated signs on its front and boarding side. Characters on these signs must have (1) a width-to-height ratio between 3:5 and 1:1; (2) a stroke width-to-height ratio between 1:5 and 1:10; (3) a minimum character height (using an uppercase "X") of 1 inch for signs on the boarding side; (4) a minimum character height of 2 inches for front "headsigs"; (5) "wide" spacing (generally, the space between letters must be 1/16 the height of uppercase letters); and (6) contrast with the background, either dark-on-light or light-on- dark. (§ 38.39)	

Lexpress Vehicle Checklist for Additional Features

In addition to the required Accessibility Standards above, below are features that we would like to see in new buses for Lexpress. The Vendor shall be responsible for providing a fleet of four buses, three of which will be in revenue service and one will serve as back-up. We prefer that all four buses be rotated through revenue service & back-up to provide even wear and tear on the vehicles. All vehicles should be of the same make, model, and be identical in all features. The vehicles proposed should:

- ✓ Be equal or superior in quality to the Glaval Universal
- ✓ Allow seated passengers to easily see out the front and side windows
- ✓ Ideally have less than four steps to enter
- ✓ Be Altoona tested for at least 7 years or 200,000 miles
- ✓ Be able to fulfill the life of this contract without any loss of service
- ✓ Have a mileage reading of less than 5,000 and not have been previously titled for revenue service
- ✓ Be no earlier than 2024 model year

- ✓ Be a maximum of 30 feet long
- ✓ Be 100% compliant with EPA exhaust emission standards
- ✓ Seat a minimum of 20 ambulatory passengers in the absence of wheelchair securement and accommodate an additional number of standees up to the legal limit (current buses have 20 seats ambulatory, + 3 standees. With wheelchair securement, there are 16 ambulatory seats).
- ✓ Have seats equal, or superior in quality to the upholstered "CitySeat" sold by Freedman Seating Company
- ✓ Have handrails on tops of seats, at least on the aisle seats
 - Ideally, have a seat configuration and/or aisle space that allows passengers with shopping carts or strollers to easily move through aisles and ride.
- ✓ Have lap belts with under seat retractors installed on all passenger seats. Seatbelt mechanisms should not be in the way of the aisle.
- ✓ Have overhead handrails.
- ✓ Have LED electronic destination signage on the front and side of bus (please refer to Accessibility Checklist)
- ✓ Have a suspension system equal or superior in quality to the MORryde suspension system
- ✓ Be equipped with standard locked fareboxes in view of the driver that include removable vaults on all four buses. In addition to the four vaults that come with the fareboxes on each vehicle, there must be four additional vaults for daily exchange purposes, for a total of eight vaults. The inside bus configuration must allow the fireboxes to be installed so they are easily accessible by the boarding passenger. The farebox manufacturer shall mail the key to the vaults to the Town of Lexington, Transportation Manager, 39 Marrett Rd, Lexington MA 02421.
- ✓ In the event that the Town of Lexington procures automatic fareboxes, and/or passenger counting devices and/or an Infotainment system to display information to be used on Lexpress buses, the Contractor must provide appropriate accommodation for any and all of these devices, including mounting, and coordination with the Town's maintenance provider of such equipment for necessary repairs.
- ✓ The Contractor must provide appropriate accommodation for Town-owned GPS units, including mounting, and coordination with the Town's maintenance provider

of such equipment for necessary repairs.

- ✓ Have each bus/driver equipped with wireless and hands-free communication devices that can communicate with the Contractor's office, the Lexington Transportation Services Office, and the other Lexpress bus drivers. (Please note that there is frequent communication between the Transportation Service Office and the bus driver supervisor each day.)
- ✓ Be equipped with interior display mountings to post signage. While the Town will seek an Infotainment system, until such a system is obtained and also to supplement signage that can be shared on such a system, there needs to be an easy and tidy way to secure and display signs related to fares, no-service days, detours, etc that does not require that signs be taped to bus interior.
- ✓ Be equipped with a 2-bicycle rack to be mounted on the front of each vehicle
- ✓ Be shrink-wrapped in a scheme provided by the Town. Please note new buses will not have same wrap as current buses. For price and environmental reasons, we will keep the wrap much simpler. White buses with logo, name and simple striping.
- ✓ Be heated and air-conditioned as appropriate.
- ✓ Have up-to-date certification by the Massachusetts Department of Utilities (DPU)
- ✓ Be available to start revenue service as of Tuesday, July 1, 2025, which will require review and inspection by the Town before this date to ensure all features have been acquired. *NOTE: We will use existing fleet being used at Lexpress currently (if awarded contract) UNTIL New units are delivered.

Journal of Interpersonal Violence

Volume 28 Number 3

February 2013

ISSN: 0886-2605

DOI: 10.1177/0886260512471102

Copyright © 2013 Sage

10.1177/0886260512471102

<http://jiv.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

Journal of Interpersonal Violence

Volume 28 Number 3

February 2013

ISSN: 0886-2605

DOI: 10.1177/0886260512471102

Copyright © 2013 Sage

10.1177/0886260512471102

<http://jiv.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

<http://online.sagepub.com>

M & L Transit Systems Inc.
Vehicle Maintenance Program

As a transportation provider for 41 years, M & L Transit Systems Inc. realizes that the vehicles are vital to your service. Keeping the vehicles maintained above DOT requirements is our philosophy. This method contributes to M & L Transit Systems Inc. success in operating route service with minimal down time. Our preventative maintenance program is like no other. Not only is it critical to the safety of our passengers, drivers, and technicians, it is why M & L Transit Systems Inc. has one of the best safety records in New England. We are proud to say that we have transported hundreds of thousands of passengers and drove hundreds of thousands of miles without any fatalities.

If the manufacturer requires oil changes every 5,000 miles, M & L Transit Systems Inc. performs the oil change every 3,000 miles. DOT requires inspection of vehicles annually and M & L Transit Systems Inc. inspects vehicles every 90 days. Our class of highly trained class A mechanics inspects the entire interior and exterior at every 90 day inspection, including checking emergency windows, hatches, and wheel chair lifts. M & L Transit Systems Inc. has tire checks for depth tread not only daily by drivers but also two Sundays a month by our tire specialist. We track all vehicle maintenance with our modern, computer based maintenance management system Bus Hive.

M & L Transit Systems Inc. has a proven track record on both preventive and unscheduled maintenance.

M & L Transit Systems Inc. performs all maintenance in our own 7,500 square foot garage which includes four bays dedicated to maintenance and one bay dedicated to vehicle cleaning and sanitizing. Our maintenance program initiates with a pre-trip and post-trip inspection performed by the driver of the vehicle. All of our vehicles go through three divisions (triple checked) before they leave the property. If the driver identifies any issues, he/she writes it up and our mechanics address the issues immediately. M & L Transit Systems Inc. has the ability to provide indoor storage during inclement weather which adds longevity to the vehicles.

FORM C - BID PRICE FORM¹ (REVISED)

LEXPRESS Bus Service

The Bidder proposes to provide the following goods and services (and as described in detail in **Appendix A, Product Specifications** of the RFP).

Please include Attachment A- Vehicle Fleet Information as part of the non-price proposal.

The Town requires that vehicles meet the specifications outlined in Section 24. B. Contractor's Equipment Responsibility and the Vehicle Accessibility Checklist (Appendix D). The Town of Lexington reserves the right to accept or reject any or all proposals, in part or in whole, and to make an award that is deemed to be in the best interest of the Town.

Basic Bid (Required) For a three bus service Monday-Friday, approximately 180 hours week, 52 weeks per year, fourth vehicle available as back-up) for the period of July 1, 2025-June, 30, 2030. Proposer may propose more than one type of vehicle.

Cost to Wrap the Vehicles: \$ 24,000.00

	Vehicle Option 1	Vehicle Option 2	Vehicle Option 3
Fleet Cost Per Service Hour			
Vehicle Acquisition Costs	\$ 12.79	\$ 13.55	\$ 21.54
Vehicle Model	DS Series Para Transit	Universal E450	Spirit of Freedom
Subtotal: Fleet Cost Per Revenue Hour	\$ 12.79	\$ 13.55	\$ 21.54

Operations Cost Per Service Hour (Inclusive of ALL operating costs, including but not limited to operations, maintenance, consumables, insurance, management and overhead. Fuel should not be included.)			
Subtotal: Operations Cost Per Revenue Hour Year 1	\$ 86.21	\$ 86.21	\$ 86.21
Subtotal: Operations Cost Per Revenue Hour Year 2	88.79	88.79	88.79
Subtotal: Operations Cost Per Revenue Hour Year 3	91.45	91.45	91.45
Subtotal: Operations Cost Per Revenue Hour Year 4	94.19	94.19	94.19
Subtotal: Operations Cost Per	97.01	97.01	97.01

¹ (place in separate sealed envelope marked "Price Proposal")

Revenue Hour Year 5			
---------------------	--	--	--

~~Vehicle Option 1~~ TOTAL COST PER REVENUE HOUR (FLEET & OPERATIONS, fuel not included)

Year 1: The sum of Ninety - Nine Dollars
(\$ 99.00) per vehicle revenue hour.

Year 2: The sum of One hundred one dollars and fifty -eight cents Dollars
(\$ 101.58) per vehicle revenue hour.

Year 3: The sum of One hundred four dollars and twenty - four cents Dollars
(\$ 104.24) per vehicle revenue hour.

Year 4: The sum of One hundred six dollars and ninety - eight cents Dollars
(\$ 106.98) per vehicle revenue hour.

Year 5: The sum of One hundred nine dollars and eighty cents Dollars
(\$ 109.80) per vehicle revenue hour.

Contract Extension 1:

Year 6: The sum of One hundred twelve dollars and seventy - one cents Dollars
(\$ 112.71) per vehicle revenue hour.

Contract Extension 2:

Year 7: The sum of One hundred fifteen dollars and seventy cents Dollars
(\$ 115.70) per vehicle revenue hour.

Hourly rate billed per driver should Town ever host a meeting of drivers, and any minimum number of hours required.

Cost Per Hour Per Driver Year 1: \$ 45.00

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 2: \$ 46.35

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 3: \$ 47.74

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 4: \$ 49.17

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 5: \$ 50.64

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

With Contract Extension 1:

Cost Per Hour Per Driver Year 6: \$ 52.15

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

With Contract Extension 2:

Cost Per Hour Per Driver Year 7: \$ 53.71

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

The undersigned declares that they have examined all proposal documents (GENERAL INSTRUCTIONS TO BIDDERS, SPECIFICATIONS FOR LEXPRESS SERVICE, CONTRACT and APPENDICES) and that he has satisfied himself fully regarding the services to be provided and conditions pertaining to this proposed Contract and submits this proposal to cover all expenses incurred in performing specified services described in the SPECIFICATIONS and CONTRACT

The undersigned also declares that they agree and will comply with the provisions of Section 25.C.1 Contractor's Management and Personnel Responsibilities.

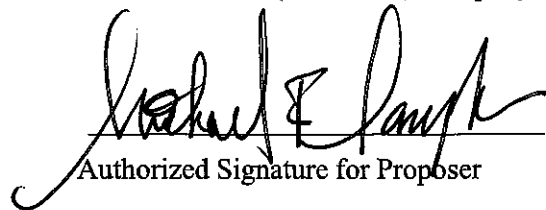
The undersigned acknowledges receipt of the following addenda to the Request for Proposals document (please list number of addenda received):

Date 12/11/24

Corporation)

M & L Transit Systems Inc

Name of Bidder (Individual, Company,


Authorized Signature for Proposer

Michael D'Ampolo, President

Name and Title of Person Signing

[Print]

60 Olympia Avenue

Address of Proposer

Woburn, MA 01801

City/Town/Zip Code

781-938-8646

Telephone

FORM C - BID PRICE FORM¹ (REVISED)

LXPRESS Bus Service

The Bidder proposes to provide the following goods and services (and as described in detail in **Appendix A, Product Specifications** of the RFP).

Please include Attachment A- Vehicle Fleet Information as part of the non-price proposal.

The Town requires that vehicles meet the specifications outlined in Section 24. B. Contractor's Equipment Responsibility and the Vehicle Accessibility Checklist (Appendix D). The Town of Lexington reserves the right to accept or reject any or all proposals, in part or in whole, and to make an award that is deemed to be in the best interest of the Town.

Basic Bid (Required) For a three bus service Monday-Friday, approximately 180 hours week, 52 weeks per year, fourth vehicle available as back-up) for the period of July 1, 2025-June, 30, 2030. Proposer may propose more than one type of vehicle.

Cost to Wrap the Vehicles: \$ 24,000.00

	Vehicle Option 1	Vehicle Option 2	Vehicle Option 3
Fleet Cost Per Service Hour			
Vehicle Acquisition Costs	\$ 12.79	\$ 13.55	\$ 21.54
Vehicle Model	DS-Series Para Transit	Universal E450	Spirit of Freedom
Subtotal: Fleet Cost Per Revenue Hour	\$ 12.79	\$ 13.55	\$ 21.54

Operations Cost Per Service Hour (Inclusive of ALL operating costs, including but not limited to operations, maintenance, consumables, insurance, management and overhead. Fuel should not be included.)			
Subtotal: Operations Cost Per Revenue Hour Year 1	\$ 86.21	\$ 86.21	\$ 86.21
Subtotal: Operations Cost Per Revenue Hour Year 2	88.79	88.79	88.79
Subtotal: Operations Cost Per Revenue Hour Year 3	91.45	91.45	91.45
Subtotal: Operations Cost Per Revenue Hour Year 4	94.19	94.19	94.19
Subtotal: Operations Cost Per	97.01	97.01	97.01

¹ (place in separate sealed envelope marked "Price Proposal")

Revenue Hour Year 5			
---------------------	--	--	--

Vehicle Option 2 TOTAL COST PER REVENUE HOUR (FLEET & OPERATIONS, fuel not included)

Year 1: The sum of Ninety - Nine dollars and seventy - six cents Dollars
 (\$ 99.76) per vehicle revenue hour.

Year 2: The sum of One hundred two dollars and thirty - four cents Dollars
 (\$ 102.34) per vehicle revenue hour.

Year 3: The sum of One Hundred Five Dollars
 (\$ 105.00) per vehicle revenue hour.

Year 4: The sum of One hundred seven dollars and seventy - four cents Dollars
 (\$ 107.74) per vehicle revenue hour.

Year 5: The sum of One hundred ten dollars and fifty - six cents Dollars
 (\$ 110.56) per vehicle revenue hour.

Contract Extension 1:

Year 6: The sum of One hundred thirteen dollars and forty - seven cents Dollars
 (\$ 113.47) per vehicle revenue hour.

Contract Extension 2:

Year 7: The sum of One hundred sixteen dollars and forty - six cents Dollars
 (\$ 116.46) per vehicle revenue hour.

Hourly rate billed per driver should Town ever host a meeting of drivers, and any minimum number of hours required.

Cost Per Hour Per Driver Year 1: \$ 45.00

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 2: \$ 46.35

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 3: \$ 47.74

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 4: \$ 49.17

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 5: \$ 50.64

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

With Contract Extension 1:

Cost Per Hour Per Driver Year 6: \$ 52.15

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

With Contract Extension 2:

Cost Per Hour Per Driver Year 7: \$ 53.71

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

FORM C - BID PRICE FORM (REVISED)

LEXPRESS Bus Service

The Bidder proposes to provide the following goods and services (and as described in detail in **Appendix A, Product Specifications** of the RFP).

Please include Attachment A- Vehicle Fleet Information as part of the non-price proposal.

The Town requires that vehicles meet the specifications outlined in Section 24. B. Contractor’s Equipment Responsibility and the Vehicle Accessibility Checklist (Appendix D). The Town of Lexington reserves the right to accept or reject any or all proposals, in part or in whole, and to make an award that is deemed to be in the best interest of the Town.

Basic Bid (Required) For a three bus service Monday-Friday, approximately 180 hours week, 52 weeks per year, fourth vehicle available as back-up) for the period of July 1, 2025-June, 30, 2030. Proposer may propose more than one type of vehicle.

Cost to Wrap the Vehicles: \$ 24,000.00

	Vehicle Option 1	Vehicle Option 2	Vehicle Option 3
Fleet Cost Per Service Hour			
Vehicle Acquisition Costs	\$ 12.79	\$ 13.55	\$ 21.54
Vehicle Model	DS-Series Para Transit	Universal E450	Spirit of Freedom
Subtotal: Fleet Cost Per Revenue Hour	\$ 12.79	\$ 13.55	\$ 21.54

Operations Cost Per Service Hour (Inclusive of ALL operating costs, including but not limited to operations, maintenance, consumables, insurance, management and overhead. Fuel should not be included.)			
Subtotal: Operations Cost Per Revenue Hour Year 1	\$ 86.21	\$ 86.21	\$ 86.21
Subtotal: Operations Cost Per Revenue Hour Year 2	88.79	88.79	88.79
Subtotal: Operations Cost Per Revenue Hour Year 3	91.45	91.45	91.45
Subtotal: Operations Cost Per Revenue Hour Year 4	94.19	94.19	94.19
Subtotal: Operations Cost Per	97.01	97.01	97.01

¹ (place in separate sealed envelope marked "Price Proposal")

Revenue Hour Year 5			
---------------------	--	--	--

~~Vehicle Option 3~~ TOTAL COST PER REVENUE HOUR (FLEET & OPERATIONS, fuel not included)

Year 1: The sum of One hundred seven dollars and seventy - five cents Dollars
 (\$ 107.75) per vehicle revenue hour.

Year 2: The sum of One hundred ten dollars and sixty - three cents Dollars
 (\$ 110.63) per vehicle revenue hour.

Year 3: The sum of One hundred twelve dollars and ninety - nine cents Dollars
 (\$ 112.99) per vehicle revenue hour.

Year 4: The sum of One hundred fifteen dollars and seventy -three cents Dollars
 (\$ 115.73) per vehicle revenue hour.

Year 5: The sum of One hundred eighteen dollars and fifty - five cents Dollars
 (\$ 118.55) per vehicle revenue hour.

Contract Extension 1:

Year 6: The sum of One hundred twenty - one dollars and forty - six cents Dollars
 (\$ 121.46) per vehicle revenue hour.

Contract Extension 2:

Year 7: The sum of One hundred twenty - four dollars and forty - five cents Dollars
 (\$ 124.45) per vehicle revenue hour.

Hourly rate billed per driver should Town ever host a meeting of drivers, and any minimum number of hours required.

Cost Per Hour Per Driver Year 1: \$ 45.00

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 2: \$ 46.35

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 3: \$ 47.74

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 4: \$ 49.17

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

Cost Per Hour Per Driver Year 5: \$ 50.64

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

With Contract Extension 1:

Cost Per Hour Per Driver Year 6: \$ 52.15

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

With Contract Extension 2:

Cost Per Hour Per Driver Year 7: \$ 53.71

Minimum # of hours Per Driver for meeting purposes only, if required: 4 hours

FORM D – CONTRACT

CONTRACTUAL AGREEMENT TO PURCHASE

LEXPRESS Bus Service Contract #25-57

* Required entry

ARTICLE 1

CONTRACTING PARTIES

1. **THIS AGREEMENT** made effective by dated signature of the Parties hereto, by and between the **Town of Lexington**, and

M&L Transit Systems, Inc. * [Vendor],
whose principal office address and state of incorporation are set forth in Section 10.2.

ARTICLE 2

SUBJECT OF AGREEMENT

2. **WHEREAS**, The Town of Lexington desires to retain the Vendor to provide goods and/or services to the Town, and the Vendor is willing to accept such engagement, pursuant to the terms and conditions of this Agreement, including any Additional and Special Terms and Conditions listed in Exhibit C, and the following Request for Proposal [RFP]:

RFP#: # 25-57 LEXPRESS Bus Service

As it relates to provision of the items specified in Appendix A and as hereinafter set forth.

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

ARTICLE 3

ENGAGEMENT OF THE VENDOR

- 3.1 The Town of Lexington hereby engages the Vendor, and the Vendor hereby accepts the engagement, to provide goods to and/or perform certain services for the Town, as described in Article 2.
- 3.2 In the performance of service under this Agreement, the Vendor acts at all times as an independent vendor. There is no relationship of employment or agency between the Town, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent vendor relationship.

ARTICLE 4

SERVICES OF THE VENDOR

- 4.1 The Vendor will provide the goods and/or services as described in the RFP cited in Section 2 [**the Work**].
- 4.2 The Vendor shall report, and be responsible, to the Town or its designee as set forth on Exhibit B.
- 4.3 There shall be no modification to the list of goods, including substitutions of specific products offered in the Vendor's bid, or amendment of the scope of services provided for in this Agreement, without the prior written approval of the Town.

The Town of Lexington shall be under no obligation to pay for any goods or services not so authorized.

4.4 The Vendor represents and warrants to the Town of Lexington as follows:

4.4.1 That it and all its personnel (whether employees, agents or independent vendors) are qualified and duly licensed as required by law and/or local municipal code to provide the goods and/or services required by this Agreement.

4.4.2 That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.

4.4.3 That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.

4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

4.4.5 That it does not now, and will not during the term of this Agreement, conduct business with parties located in or supported by countries identified by the U.S. government as funding, harboring, supporting, promoting or otherwise facilitating terrorist organizations or activities, nor will it provide goods or services produced under such circumstances.

ARTICLE 5

TERM

5.1 The term of this Agreement shall commence on the date of its execution by both parties and continue until its purpose is accomplished and acknowledged by formal acceptance and acknowledgment of the Vendor's performance by the Town of Lexington, or until otherwise terminated as provided by this Agreement or the RFP.

5.2 The Vendor agrees to proceed with the Work promptly upon execution of this Agreement and to diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Vendor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE VENDOR

6.1 Compensation due the Vendor shall be paid as specified in section 29 of RFP # 25-57. The Town hereby the contract to the Vendor for Vehicle Option 1- *Microbird D Series ParaTransit* vehicle, as submitted in the RFP response.

ARTICLE 7

TERMINATION

7.1 Either the Town of Lexington or the Vendor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

7.2 The Town of Lexington shall have the right to terminate this Agreement for its convenience upon thirty (30) days written notice.

7.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

7.3.1 The Town shall remain liable for payments for the services and/or expenses of Vendor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Town as a result of the Vendor's default, if any), as determined by the Town, but for no other amounts including, without limitation, claims for consequential or special damages or lost profits on work not performed.

7.3.2 The Vendor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

8.1 The Vendor agrees to indemnify and save The Town of Lexington harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing the **WORK**, or any breach of the terms of this Agreement, which constitute an obligation of the Vendor. The Vendor shall reimburse the Town for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town pays or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of the Town expressed or not expressed in the **RFP** and with respect to this Agreement.

8.2 Before commencing **WORK**, the Vendor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the **RFP** and provide written documentation of such in the form specified in the **RFP**.

8.3 The Vendor shall give the Town of Lexington 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

9.1 The Town of Lexington shall have the right, on 24 hours' written notice to the Vendor, to suspend or reduce services required of the Vendor under this Agreement due to a force majeure event such as a fire, flood, severe weather, explosion, riot, war, sabotage, national crisis, pandemic or epidemic (including the continuation of existing pandemics or epidemics), labor strike, or any other cause beyond the reasonable control of the Town of Lexington. The Vendor shall not be entitled to any payment under this Agreement for any period of time during which performance under this Agreement is suspended or cancelled by reason of a force majeure event, and Vendor shall not be entitled to any damages including consequential or special damages, lost profits, or maintenance costs incurred during such suspension or cancellation of service due to a force majeure event.

9.2 Vendor shall be entitled to payment under this Agreement only for services actually rendered. The Town of Lexington does not guarantee any minimum number of hours of service.

9.3 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become the property of the Town of Lexington. The Vendor shall immediately deliver or otherwise make available all such material to the Town.

9.4 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

9.5 Except as otherwise expressly provided in this Agreement, any decision or action by the town of Lexington relating to this Agreement, its operation, or termination, shall be made only by the Town or its designated representative identified in **Exhibit B**.

9.6 This Agreement, together with its **Exhibits**, the **RFP** referenced above and its **Addenda**, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Town of Lexington and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail or courier to the persons designated in **Exhibit B**.

9.7 In the event any terms and conditions of this Agreement conflict with those contained in the **RFP** and its **Addenda**, the **RFP** and its **Addenda** shall prevail.

9.8 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith.

ARTICLE 10

SIGNATURES

10.1 For the Town of Lexington:

X _____
Signature

Name

Title

Date

781-862-0500 _____
Phone

781-861-2794 _____
Fax

_____@lexingtonma.gov _____
e-mail

X _____
Signature

Name

COMPTROLLER _____
Title

GL CODE(S)

CONTRACT PRICE

10.2 For the Vendor:

X _____
* Signature

* Title

* Name

* Date

* Company Name

* Street/P.O. Box

* City, State, ZIP

* Phone

* Fax

* e-mail

* Affix Corporate Seal ⇨
(or mark "n/a")

EXHIBIT A

List of Procured Items

The following list contains all items procured through and subject to this contract.

Item #	Description
	LEXPRESS Bus Service (per Appendix A)

Initialed For:

Town of Lexington: _____

* Vendor: _____

EXHIBIT B

NOTICE ADDRESSEES

A.1 For Town of Lexington:

Elizabeth Mancini
Name

Purchasing Department

1625 Massachusetts Ave.
Street Address

LEXINGTON, MA 02420
City, State, ZIP

781-698-4628
Phone

781-861-2794
Fax

emancini@lexingtonma.gov
* e-mail

A.2 For the Vendor:

* Name

* Title

* Street Address

* City, State, ZIP

* Phone

* Fax

* e-mail

EXHIBIT C

ADDITIONAL AND SPECIAL TERMS AND CONDITIONS

The Town of Lexington and the Vendor agree that the following additional and special conditions apply to and shall be held in full force and effect during the term of this contract:

1. This is awarded to only one vendor for all goods and services listed in Appendix A and Form C per the bidding specifications and pricing as to form.

Initialed For:

Town of Lexington: _____

* Vendor: _____

EXHIBIT D

ATTACHMENTS

Request for Proposal: #25-57 LEXPRESS Bus Service

1.0 Other Bid Documents:

- General Bid Form
- Statement of Competency
- Bid Price Form- (Vehicle Option 1-*Microbird D Series ParaTransit*)
- Non-Price Proposal
- Attachment A- Vehicle Fleet Information
- **Appendix B-LEXPRESS BROCHURE with current schedule, routes, fare info**
- **Appendix C- FY25 Warrant Schedule as example of Town payment schedule**
- **Appendix D- Vehicle Accessibility Checklist**
- **Appendix E- 2025 Town-Observed Holidays**

2.0 Other Documents:

- **Insurance Certificate(s)**__(to be provided for contract execution)
- **W9**

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Liquor License Package Store Transfer Application - Neillio's Wine and Spirits: 55 Bedford Street

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

I.1

SUMMARY:

Category: Hearing and Decision-Making

The Select Board office has received all the necessary paperwork from 55 Bedford Street LLC., d/b/a Neillio's Wine and Spirits requesting a transfer from 55 Pearl Investment d/b/a Whisky & Wine liquor license located 55 Bedford Street, and naming Kevin P. O'Neill to be the Manager on Record. Additionally, 55 Bedford Street LLC, d/b/a Neillio's Wine and Spirits is requesting a pledge of the license and a pledge of inventory for their bank loan.

For many years, the previous liquor licenses awarded at this address have been given the following allowable hours of operation and applicant would like to have the same hours of operation on its license if the Board is so inclined:

- Monday through Saturday: 8:00 a.m. to 11:00 p.m.
- Sunday: 10:00am to 9:00 p.m.

The proposed manager for the liquor license, Kevin O'Neill, will be at the meeting to answer any questions you may have.

SUGGESTED MOTION:

Move to approve the transfer of liquor license at 55 Bedford Street, from 55 Pearl Investment d/b/a Whisky & Wine to 55 Bedford Street LLC., d/b/a Neillio's Wine and Spirits (*for the hours as requested: Monday through Saturday 8:00am to 11:00pm and Sunday 10:00 am to 9:00pm*), to approve a pledge of license and pledge of inventory and to approve the manager on record to be Kevin P. O'Neill and further, once the transfer application has been approved by the ABCC, issue a license to 55 Bedford Street LLC., d/b/a Neillio's Wine and Spirits.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

6:55pm

ATTACHMENTS:

Description	Type
☐ Liquor License Transfer Application	Backup Material



**The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc**

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- | | | |
|---------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input checked="" type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The Applicant proposes to acquire the Liquor Store Business and transfer the associated Alcoholic Beverages Retail License for "WHISKEY AND WINE LEXINGTON" from 55 Pearl Investments LLC to "55 BEDFORD ST LLC". The Applicant's related entity is purchasing the building in which both "NEILLIOS AT LEXINGTON, INC." and "WHISKEY AND WINE LEXINGTON" currently operate. The Transfer and Pledge of License shall be utilized at the same retail location of 55 Bedford St, Lexington MA.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	\$15 Package Store	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The premises currently licensed to '55 Pearl Investments LLC / Whiskey and Wine Lexington' will not be altered. The retail space consists of one floor with no outdoor areas. A single storage room is located in the basement. Additional details are included in the attached floor plan and summarized below.

Total Sq. Footage	<input type="text" value="4417"/>	Seating Capacity	<input type="text" value="N/A"/>	Occupancy Number	<input type="text" value="N/A"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="2"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	<input type="text" value="55 PEARL INVESTMENT LLC / WHISKEY AND WINE"/>	By what means is the license being transferred?	<input type="text" value="Purchase"/>
------------------------	-------------------------------------------------------------------------	-------------------------------------------------	---------------------------------------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Mehul Patel"/>	<input type="text" value="Member"/>	<input type="text" value="40%"/>
<input type="text" value="Hitesh Patel"/>	<input type="text" value="Member / Manager"/>	<input type="text" value="55%"/>
<input type="text" value="Ravi Patel"/>	<input type="text" value="Member"/>	<input type="text" value="5%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Kevin P. O'Neill"/>	<input type="text" value="14 Vine Brook Road, Lexington MA 02421"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text" value="Owner"/>	<input type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
 Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
 Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

Nov 21, 2024

State of Incorporation

Massachusetts

Is the Corporation publicly traded?

Yes

No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

KPO REALTY LLC

Landlord Phone

(781) 258-7330

Landlord Email

kponeill62@icloud.com

Landlord Address

53 BEDFORD STREET, LEXINGTON MA 02420

Lease Beginning Date

02/17/2024

Rent per Month

N/A

Lease Ending Date

02/17/2029

Rent per Year

N/A

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes

No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

KEVIN P. O'NEILL

Phone:

781-258-7330

Title:

OWNER

Email:

KPONEILL62@ICLOUD.COM

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$4,650,000.00
B. Purchase Price for Business Assets	\$925,000.00
C. Other* (Please specify)	\$200,000.00
D. Total Cost	\$5,775,000.00

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
KEVIN P O'NEILL (ACCOUNT AT EASTERN BANK)	\$560,000.00
Total:	\$560,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
SBA	\$1,850,000.00	(504) SBA	<input type="radio"/> Yes <input checked="" type="radio"/> No
LEADER BANK	\$412,500.00	BUSINESS	<input type="radio"/> Yes <input checked="" type="radio"/> No
SBA	\$329,200.00	(7A) SBA	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Funding is sourced as follows: Leader Bank is providing 50%, the SBA is contributing 40%, and the applicant is contributing the remaining 10%.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

LEADER BANK

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
01/10/1983	Malden District	Compulsory Insurance Violation	\$125 Fine (see attached)
01/10/1983	Malden District	Attaching Wrong MV Plates	G File (see attached)
11/02/1982	Woburn District	Compulsory Insurance Violation	\$125 Fine (see attached)

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
1998	PRESENT	OWNER	NEILLIOS AT LEXINGTON INC.	SELF-EMPLOYED

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

Yes No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT HAS OWNED AND OPERATED THE BUSINESS "NEILLIOS AT LEXINGTON, INC." SINCE ITS OPENING OVER 25 YEARS AGO AND IS FURTHER DEVELOPING BUSINESS BY PURCHASE OF: 1) BUILDING PREMISIS 53/55 BEDFORD STREET 2) BUSINESS "WHISKEY AND WINE LEXINGTON".

APPLICANT'S STATEMENT

I, KEVIN P. O'NEILL the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of 55 BEDFORD ST LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Kevin P. O'Neill

Date:

12-2-24

Title:

Owner

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer / LLC Manager Signature

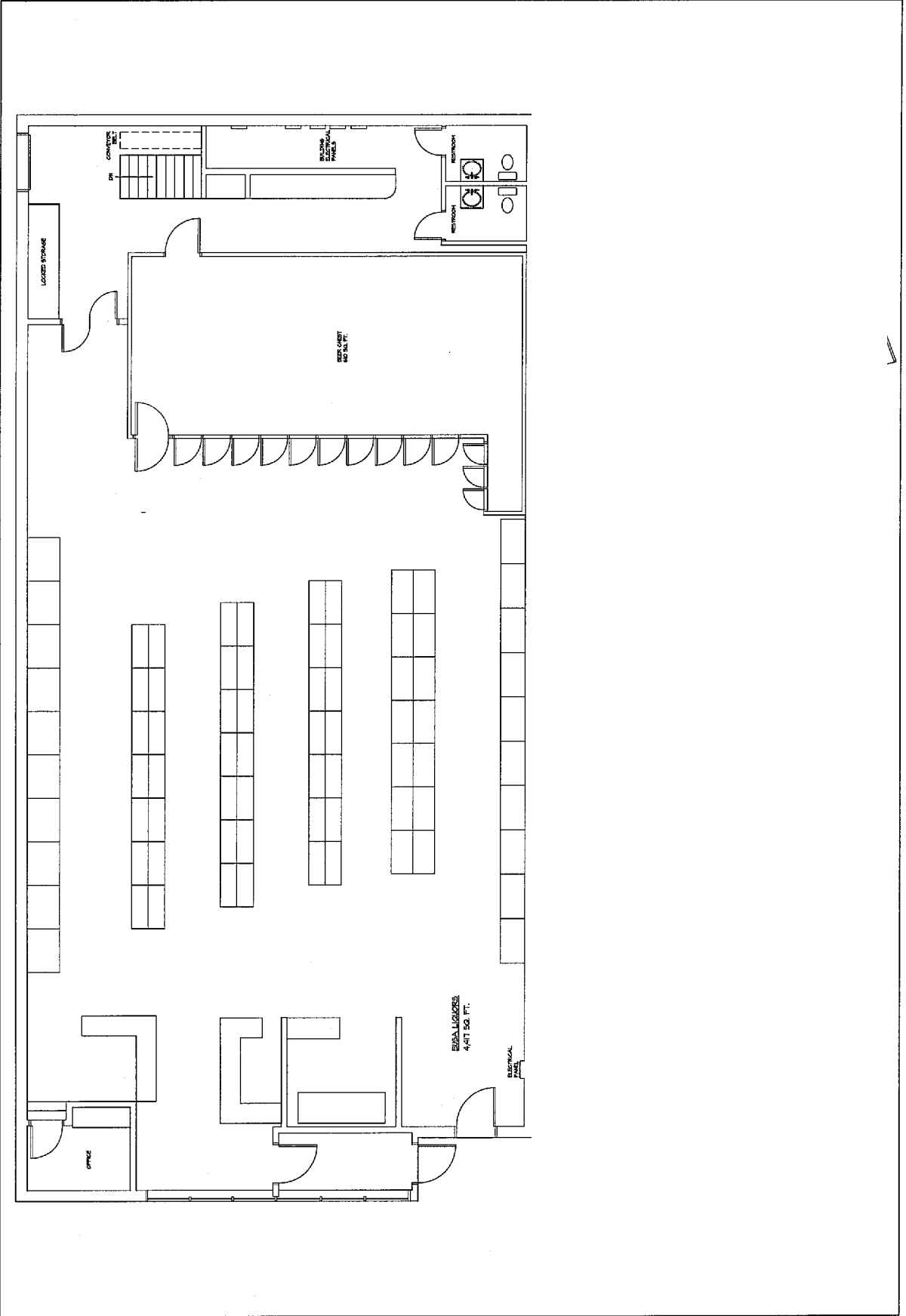
Kevin P. O'Neill
(Print Name)

For Corporations ONLY

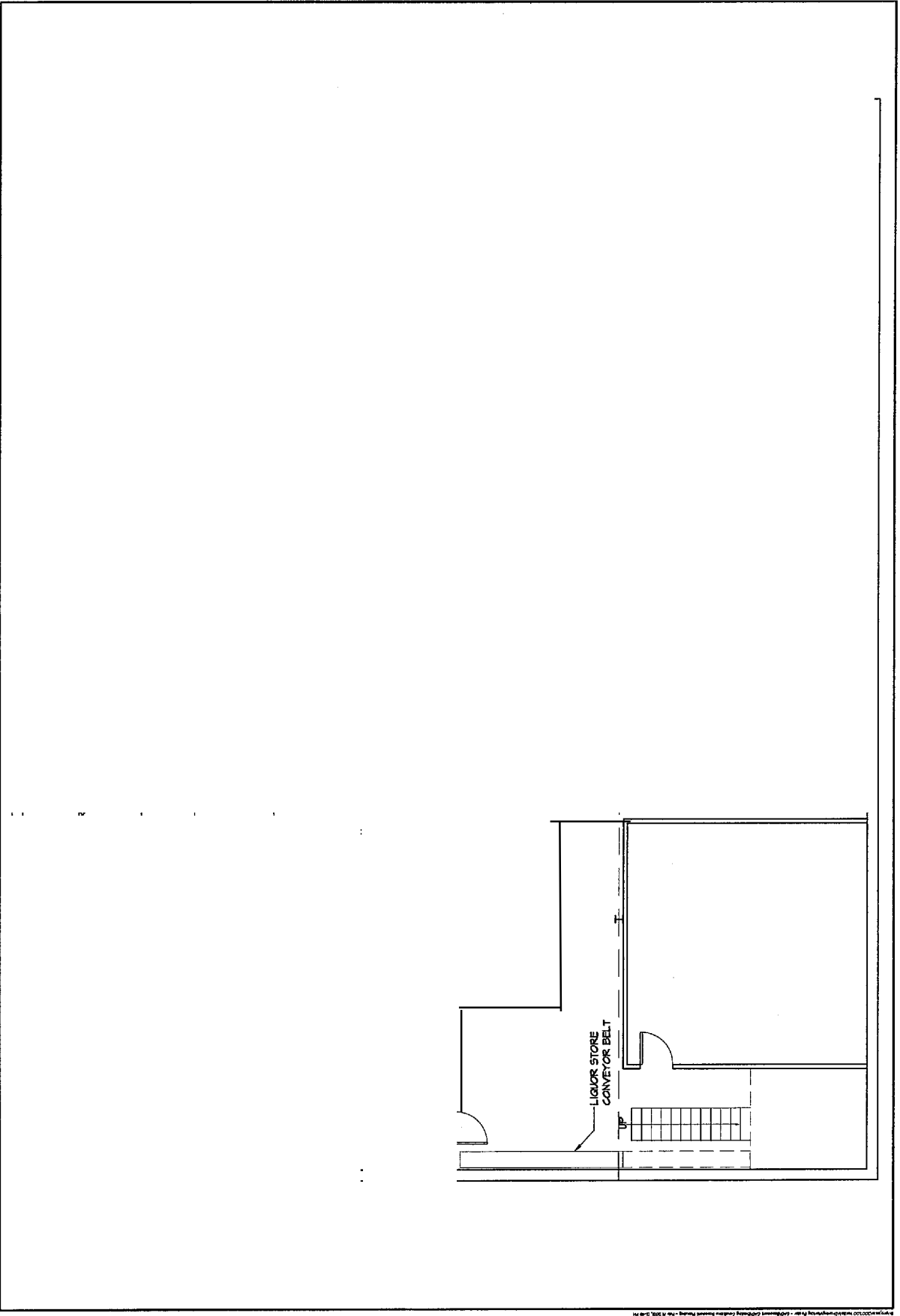
A true copy attest,

Corporation Clerk's Signature

(Print Name)



GROUND LEVEL



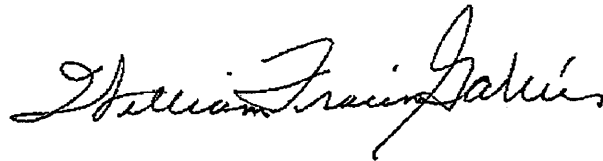
BASEMENT

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

November 21, 2024 11:48 AM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number:	001851442	(number will be assigned)
------------------------	-----------	---------------------------

1. The exact name of the limited liability company is: 55 BEDFORD ST LLC

2. The address in the Commonwealth where the records will be maintained:					
Number and street:	55 BEDFORD STREET				
Address 2:					
City or town:	LEXINGTON	State:	MA	Zip code:	02420
Country:	UNITED STATES				

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person): TO OWN AND OPERATE ONE OR MORE PACKAGE STORES FOR THE SALE OF BEER, WINE, LIQUOR, OTHER BEVERAGES AND RELATED ITEMS; AND TO OTHERWISE ENGAGE IN ANY LAWFUL ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE ORGANIZED UNDER CHAPTER 156C OF THE MASSACHUSETTS GENERAL LAWS.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:					
Agent name:	KEVIN P. O'NEILL				
Number and street:	55 BEDFORD STREET				
Address 2:					
City or town:	LEXINGTON	State:	MA	Zip code:	02420

I KEVIN P. O'NEILL, resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:		
Title	Name	Address

MANAGER	KEVIN P. O'NEILL	55 BEDFORD STREET LEXINGTON, MA 02420 USA
---------	------------------	----------------------------------------------

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address
REAL PROPERTY	KEVIN P. O'NEILL	55 BEDFORD STREET LEXINGTON, MA 02420 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of November, 2024,

KEVIN P. O'NEILL

, Signature of Authorized Signatory.

Neillio's Wine and Spirit

December 7, 2024'

NOTES TO PROFORMA

Start Up Expenses / Starting Balance Sheet

Inventory - Average of Busa 2018 / 2019 and Patel 2022/2023 = \$136,732 rounded up to \$150,000

License - Percent of gross sales. Patel bought license in 2020 for \$645,000 based on gross sales of \$2,422,312 (2019) or 26.63%
Patels gross sales from 2023 was \$2,061,728 x 26.63% = \$549,038

This value is further reduced by two full liquor licenses issued by town in past 12 months and town still has seven (7) beer and wine licences to issue

Balance Sheet

The BS does not include any debt because we need "as is value without inventory" on liquor store

As stated above the value of license and business should be substantially lower than what Asset Purchase Agreement indicates.

Income Statement

Gross Sales - GS is reported the way it is because of new competition in town and the existing store has been trending downward since 2019

This trend should improve once the two stores become one. Plus the manager will be Busa's old manager when they were doing \$2.4MM

Gross Margins - 26.62% was average gross margin based on Busa/Patels GM per business tax returns

Operating Expense - Most were derived from Patels 2023 Business Tax Return

Rent - Rent was not included - because we wanted to determine available CASH. Available Cash will go towards debt (business and real estate).

Conclusion

With the long successful history of Neillio's Store / Catering at this location, regardless of local competition, the product offerings with the new wine / spirit store will give the customer a one stop/shop experience. Once both sides are connected and configured as one, this should increase sales / margins on both sides of store. And wine/spirit side gross sales and margins should be back to 2018 / 2019 Busa era numbers.



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1378695584
Notice Date: November 12, 2024
Case ID: 0-002-674-106



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



55 PEARL INVESTMENT LLC
55 BEDFORD ST
LEXINGTON MA 02420-4358

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 55 PEARL INVESTMENT LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

55 PEARL INVESTMENT LLC
55 BEDFORD ST
LEXINGTON MA 02420-4358

Date: December 4, 2024
Letter ID: L0003853531
Employer ID (FEIN): XX-XXX8586

Certificate ID: L0003853531

FEIN: 86-2528586

The Department of Unemployment Assistance certifies that as of 03-Dec-2024, 55 PEARL INVESTMENT LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149, §189.

This certificate expires on 02-Jan-2025 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?
Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

IMPORTANT NOTICE

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduzi-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ມີຂໍ້ມູນສໍາຄັນ. ກະລຸນາຳເອກະສານສະບັບນີ້ໄປແປທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែឱ្យបានឆាប់រហ័ស។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-21-2024

Employer Identification Number:
33-2071481

Form: SS-4

Number of this notice: CP 575 A

55 BEDFORD ST LLC
KEVIN O ONEILL SOLE MBR
55 BEDFORD ST
LEXINGTON, MA 02420

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-2071481. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2025
Form 940	01/31/2026

Your Form 11C and/or 730 becomes due the month after your waging starts.

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is 55BE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

ASSET PURCHASE AGREEMENT

BY AND AMONG

55 PEARL INVESTMENT LLC

AND

KEVIN O'NEILL

November 8, 2024

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of November 8, 2024 (the "Effective Date"), by and among Kevin O'Neill ("Buyer") or his assignee; and 55 Pearl Street Investment LLC, a Massachusetts limited liability company (the "Owner"). Each of Buyer, the Owner are each sometimes hereinafter referred to herein as a "Party" and collectively, the "Parties".

WHEREAS, the Owner owns and operate a retail package goods store in the Commonwealth of Massachusetts (the "Business"); and

WHEREAS, this Agreement sets forth the terms and conditions upon which Buyer will purchase from the Owner, and Owner will sell to Buyer, substantially all the assets (other than the Retained Assets, as hereinafter defined) used in the operation of the Business, for the consideration and subject to the terms and conditions set forth herein.

NOW, THEREFORE in consideration of the foregoing, the mutual representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

ARTICLE I **DEFINITIONS**

1.1 **Definitions**. For the purposes of this Agreement, all capitalized words or expressions used in this Agreement (including the Schedules and Exhibits annexed hereto) shall have the meanings specified in this Article I, unless otherwise defined herein (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"**Affiliate**" means (i) in the case of an individual, the members of the immediate family (including the individual's spouse, siblings and children of the individual and/or the individual's spouse) and any Business Entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, any of the foregoing individuals, or (ii) in the case of a Business Entity, another Business Entity or a person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the Business Entity.

"**Business Day**" means any day, excluding Saturday, Sunday and any other day on which commercial banks in Boston, Massachusetts, are authorized or required by law to close.

"**Business Entity**" means any corporation, partnership, limited liability company, trust or other domestic or foreign form of business association or organization.

"**Charter**" means the Certificate of Incorporation, Articles of Incorporation or Organization, Operating Agreement, Bylaws or other organizational document of a corporation or limited liability company, as amended and restated through the date hereof.

“Claim” means an action, suit, proceeding, hearing, investigation, litigation, charge, complaint, claim or demand.

“Deposit” means the \$25,000.00 paid by the Buyer upon execution of this Agreement.

“Escrow Agent” means Nicholson, Sreter & Gilgun, P.C.

“Escrow Agreement” means that certain Escrow Agreement, dated as of the last Closing Date, by and among the Buyer, the Owner, and the Escrow Agent, in substantially the form of Exhibit A attached hereto.

“Escrow Amount” means Twenty-Five Thousand Dollars (\$25,000.00).

“Indebtedness” means all obligations, contingent or otherwise, whether current or long-term, including capitalized leases, guaranties, endorsements (other than for collection in the ordinary course of business) or other arrangements whereby responsibility is assumed for the obligations of others, including any agreement to purchase or otherwise acquire the obligations of others or any agreement, contingent or otherwise, to furnish funds for the purchase of goods, supplies or services for the purpose of payment of the obligations of others.

“Inventory” means all beer, wine and liquor inventory of the Owner and all other items and operating supplies not specifically enumerated used in the ordinary course of business in connection with the operation of the Business.

“IRS” means the Internal Revenue Service and any similar or successor agency of the federal government administering the Code.

“Knowledge” or words of similar meaning shall mean with respect to the Owner, the knowledge of each of the Owner after reasonable due inquiry and examination of the books and records of the Owner.

“Lien” means, with respect to any asset, any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien, charge, restriction, adverse claim by a third party, title defect or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, any assignment or other conveyance of any right to receive income and any assignment of receivables with recourse against assignor), any filing of any financing statement as debtor under the Uniform Commercial Code or comparable law of any jurisdiction and any agreement to give or make any of the foregoing.

“Losses” means losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, Taxes, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided, however* that “Losses” will not include any diminution of value or any form of damages that are beyond the actual damages suffered or incurred by an Indemnitee.

“Material Adverse Effect” means a material adverse impact or effect on the business, operations, assets, liabilities, or condition (financial or otherwise) of the Owner, or the occurrence

of an event, circumstance or other matter that would reasonably be expected to have such material adverse impact or effect, provided, however, that any such impact or effect less than \$5,000 individually or less than \$10,000 in the aggregate for all such events, circumstances or other matters shall not be considered a Material Adverse Effect.

"Permitted Encumbrances" means with respect to the Owner (i) Liens for taxes that are not yet due or payable; (ii) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business which are not, individually or in the aggregate, material to the Business; (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property which are permissible to Buyer under the Real Estate Purchase and Sale Agreement executed herewith; (iv) pledges or deposits to secure obligations under workmen's compensation, social security or unemployment compensation laws or similar legislation in the ordinary course of the Business; or (v) any Liens set forth on Schedule 3.4 attached hereto, and which will be removed as of the Closing Date. Permitted Encumbrances are Listed on Schedule 3.4 or a separate schedule.

"Person" means any individual, firm, partnership, association, trust, corporation, limited liability company, governmental body or other entity.

"Purchase Documents" means this Agreement, the Bill of Sale, the Escrow Agreement, the Real Estate Purchase and Sale Agreement and any other certificate, document, instrument, or agreement executed in connection therewith.

"Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including, without limitation, any consolidated tax returns of the Owner and its Affiliates, including any schedule or attachment thereto, and including any amendment thereof.

ARTICLE II

PURCHASE AND SALE OF ASSETS OF THE COMPANY

2.1 **Purchase of Assets.** Upon the terms and subject to the conditions contained in this Agreement, at the Closing (as such term is defined herein), the Owner shall sell, assign, transfer and convey to the Buyer and Buyer shall purchase, acquire and accept from the Owner, all tangible and intangible assets of the Owner used in or required for the operation of the Business (other than Retained Assets, as such term is defined herein), free and clear of any and all Liens (other than Permitted Encumbrances), including, without limitation, (a) all equipment, refrigerators, coolers, registered or unregistered trademarks, trademark applications, tradenames (including "Whiskey and Wine"), all internet domain names, websites, web addresses, URLs, phone numbers, fax number if any, leasehold improvements, fixtures, shelving and furniture, cash registers, all computer and POS systems, printer, copiers; (b) all rights and interests of the Owner in and any

contracts for the purchase of materials, supplies and services and the sale of products and services, equipment leases, and capital leases to which the Owner is a party; (c) all Inventory; (d) all of the Owner's books, records, marketing, sales and customer information and other data relating to the Business and the Purchased Assets; (e) all of the Owner's goodwill, and all know how, technology, and all other intangible assets of the Owner; (f) all permits, special licenses, registrations, certificates, consents, orders, authorizations, and approvals of all federal, state or local governmental or regulatory authorities or industrial bodies (including the Owner's Section 15 all alcohol retail package store license), which are held by the Owner to the extent the same are transferable; and (g) all other items of personal property, tangible or intangible, used by or accruing to the benefit of the Owner in connection with the operation of the Business (collectively the "Purchased Assets"). Notwithstanding the foregoing, the Owner will retain ownership only of the following assets (collectively the "Retained Assets"): (a) the Owner's minute and stock record books, journals, non-Business information of any nature or kind, ledgers and books of original entry; (b) the Owner's rights under this Agreement; (c) accounts receivables; (d) the Purchase Price; (e) all cash and cash equivalents of the Business as of the Closing Date; (e) the vehicles and the personal effects and property of the Owner and all other employees of the Owner.

2.2 Liabilities. On and after the Closing Date, the Buyer shall assume and agree to pay, perform and discharge the obligations of the Owner arising under the terms of each agreement and contract, which are expressly assumed by the Buyer at the Closing. Notwithstanding the foregoing, the Buyer shall not assume or agree to perform, pay or discharge, and the Owner shall remain unconditionally liable for all obligations, liabilities and commitments, presently existing or contingent, of the Owner, including, without limitation, (i) any and all liabilities of the Owner with respect to the Purchased Assets or the Retained Assets; (ii) any liability of the Business (including, without limitation, liabilities for all environmental, employee, ecological, immigration, health, safety, unemployment, workers compensation or any other claims arising out of, resulting from or relating to the Business); (iii) any and all liabilities with respect to any federal, state or local Taxes required to be paid by the Owner or with respect to the Purchased Assets or the Business for any period ending on or before the Closing Date; (iv) any and all liabilities arising out of the termination of the Owner's insurance policies, leases, contracts and employee benefit pension and profit sharing plans and severance obligations; (v) any and all liabilities of the Owner arising in connection with any claim, litigation or proceeding with respect to the operation of the Business; (vi) any and all liabilities incurred by the Owner in connection with the negotiation, execution or performance of this Agreement (including, without limitation, all legal, accounting, brokers' finders and other professional fees and expenses); (vii) any and all liabilities relating to any Indebtedness and (viii) any and all liabilities incurred by the Owner subsequent to the Closing Date (collectively with respect to all of the Owner, the "Retained Liabilities"). The payments and obligations which the Buyer agrees to assume pursuant to this Section 2.2 are referred to herein as the "Assumed Liabilities."

2.3 Purchase Price. The aggregate purchase price to be paid by the Buyer to the Owner for all of the Purchased Assets shall be the sum (i) Nine Hundred Twenty Five Thousand and 00/100 (\$925,000.00), plus (ii) the value of the Inventory to be mutually determined by the Buyer based upon a physical inventory to be conducted by a mutually selected third party professional inventory counting company one (1) Business Day prior to the Closing, whose report (the "Inventory Report") will be binding on the Parties (the "Purchase Price"). The inventory will be at wholesale price paid by Owner. The Purchase Price shall be paid as follows: (i) the Deposit, which shall be paid by the Buyer to the Escrow Agent simultaneously with the execution and

delivery of this Agreement by all of the Parties, provided that at the Closing the Deposit shall be paid to the Owner; and (ii) the Escrow Amount, which shall be issued from Owner's sale proceeds and delivered and held by the Escrow Agent for thirty (30) days after the Closing in order to ensure that all outstanding and documented amounts and other newly determined amounts due and owing by the Owner to third party vendors has been paid in accordance with the terms and conditions of the Escrow Agreement, on the Closing Date. The Purchase Price shall be paid to the Owner by wire transfer of immediately available federal funds at the Closing to an account to be designated by the Owner. The cost of the preparation of each Inventory Report will be shared equally between the Buyer and the Owner. The value of any and all gift cards or gift certificates or similar pre-paid arrangements shall be deducted from the purchase price Owner represents and warrants that there are no outstanding gift cards and there will be none at the time of closing.

2.4 Purchase Price Allocation. The Purchase Price shall be allocated among the Purchased Assets for purposes of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), as set forth in Schedule 2.4 attached hereto. The Parties agree to be bound by such allocations and to complete and attach Internal Revenue Form 8594 to their respective federal income tax returns to reflect such allocation of the Purchase Price.

2.5 Real Estate Purchase and Sale Agreement. On the signing date hereof the 55 Bedford Realty LLC and Buyer's affiliate will simultaneously execute and deliver a Real Estate Purchase and Sale Agreement, in form and substance mutually agreed upon by the Parties (the "Real Estate Purchase and Sale Agreement") relating to sale and transfer to the Buyer of certain real property located at 53-55 Bedford Street in Lexington, Massachusetts, which sale is to occur on January 16, 2025. The transaction contemplated by the Real Estate Purchase and Sale Agreement must close and be consummated effective prior to the Closing. The parties' obligations to perform this Agreement are contingent upon the closing of the purchase and sale of the real estate under the Real Estate Purchase and Sale Agreement.

2.6 Execution and Delivery of Documents of Title by the Owner. At the Closing, the Owner shall execute and deliver to the Buyer a bill of sale, in substantially the form attached hereto as Exhibit B (the "Bill of Sale") and such conveyances, certificates of title, assignments, assurances and other instruments and documents as the Buyer may reasonably request in order to affect the sale, conveyance, and transfer of the Purchased Assets from the Owner to the Buyer. Such instruments and documents shall be sufficient to convey to the Buyer good and merchantable title in the portion of the Purchased Assets. The Owner will, from time to time after the Closing Date, take such additional actions and execute and deliver such further documents as the Buyer may reasonably request in order to more effectively sell, transfer and convey the Purchased Assets to the Buyer and to place the Buyer in position to operate and control all of the Purchased Assets.

2.7 Closing. The closing of the sale and purchase of the Purchased Assets (the "Closing") shall take place either at the offices of counsel for Leader Bank, or remotely via the exchange of documents and signature pages, commencing at 9:00 a.m. Eastern time on the fourteenth (14th) day following the approval of the transfer of the Liquor License, as hereinafter defined, by the Commonwealth of Massachusetts ABCC, or at such other place or time as the Parties hereto may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as a "Closing Date." For purposes of this Agreement, the effective time of the Closing means 12:01 a.m. est. on the Closing Date.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE OWNER

The Owner hereby represents and warrants to the Buyer as of the date hereof and the Closing Date, that the statements contained in this Article III with respect to the Owner are true and correct, except as set forth in the Disclosure Schedules attached hereto (the "Disclosure Schedules").

3.1 Organization and Authorization The Owner is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. The Owner has full power and authority to own, use and lease its properties and to conduct its Business as currently conducted. The Owner has no subsidiaries. The Owner has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The Manager of the Owner has full power, authority and legal capacity to execute and deliver this Agreement and to perform such Owner's obligations thereunder. The execution, delivery and performance of this Agreement by the Owner has been duly and validly authorized and approved by all necessary action. This Agreement constitutes the legal and binding obligation of the Owner, enforceable against the Owner in accordance with its terms, except that the enforceability hereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought. The entering into of this Agreement by the Owner does not, and the consummation by the Owner of the transactions contemplated hereby, including specifically the transfer of the Purchased Assets to the Buyer by the Owner, will not violate the provisions of (a) any applicable federal, state, local or foreign laws (b) the Owner's Charter, or (c) any provision of, or result in a default or acceleration of any obligation under, or result in any change in the rights or obligations of the Owner or under, any Lien, contract, agreement, license, lease, instrument, indenture, order, arbitration award, judgment, or decree to which the Owner is a party or by which it is bound, or to which any property of the Owner is subject.

3.2 Financial Statements. Within five (5) days of the Effective Date, the Owner shall provide copies of the unaudited balance sheets and statements of income, changes in stockholders' equity, and cash flow as of June 30, 2024, December 31, 2023, December 31, 2022 and December 31, 2021 for the Owner (the "Financial Statements") and federal income tax returns for the Owner and its principal if a single-member LLC for the years ending on December 31, 2021, 2023 and 2024. The Financial Statements present fairly in all material respects the financial condition of the Owner as of such date and the results of operations of the Owner for such periods, are correct and complete, and are consistent with the books and records of the Owner. Except as set forth in the Financial Statements, there are no liabilities of the Owner, whether accrued, absolute, contingent or otherwise (including, without limitation, liabilities as guarantor or otherwise with respect to obligations of any other Person, or liabilities for Taxes due or then accrued or to become due), except for liabilities which have arisen in the ordinary course of business of the Owner since January 1, 2024.

3.3 Absence of Certain Changes. Since January 1, 2020 there has not been: (a) any

change in the business, operations, assets, liabilities, or conditions (financial or otherwise) of the Owner, that, by itself or in conjunction with all other such changes, not arising in the ordinary course of business that involves more than \$25,000; (b) any obligation or liability incurred by the Owner, other than obligations and liabilities incurred in the ordinary course of business for an amount not more than \$25,000 in each case or \$50,000 in the aggregate, and any and all such obligations have been discharged by Owner; (c) any Lien placed on any of the Purchased Assets which remains in existence on the date hereof; (d) any contingent liabilities incurred by the Owner with respect to the obligations of any other Person; (e) any purchase, sale, lease, assignment, transfer or other disposition, or any agreement or other arrangement for the purchase, sale, lease, assignment, transfer or other disposition, of any part of the Owner's properties or assets, other than purchases for and sales from inventory for fair consideration in the ordinary course of business, except for fixed assets purchased or other capital expenditures made in amounts not exceeding \$5,000 for any single item and \$10,000 in the aggregate for all such items; (f) any damage, destruction or loss, whether or not covered by insurance; (g) any labor trouble or claim of unfair labor practices involving the Owner; any material change in the employment contracts of or compensation payable or to become payable by the Owner to any of its officers, directors or employees or any bonus payment or arrangement made to or with any of such officers, directors or employees or any change in coverage or benefits; (h) any material change with respect to the Owner's management or supervisory personnel; (i) any obligation or liability incurred by the Owner with respect to any loan, advance or commitment to lend by any bank, financial institution or institutional lender to any of the officers, directors, employees or stockholders of the Owner or to any other Person; or any material loans or advances made by the Owner to any officers, directors, employees or stockholders of the Owner, except for normal compensation, professional fees and expense allowances payable to officers and directors; (j) any contracts, licenses, leases or agreements entered into by the Owner which are outside the ordinary course of business or which obligate the Owner for more than \$5,000 in any one case or more than \$10,000 in the aggregate; (k) any recapitalization or reorganization; (l) any cancellation, waiver, compromise or release of any right or claim either involving more than \$10,000 or outside the ordinary course of business consistent with prior practices; or (m) any cancellation, termination, modification, or acceleration by any party to any contract, license, lease or agreement involving more than \$10,000 to which any of the Owner is a party or by which it is bound.

3.4 Title, Sufficiency and Condition of the Purchased Assets. Except as set forth on Schedule 3.4 attached hereto, the Owner has good and marketable title to, or a valid leasehold interest (in cases of leased assets) in, all of the Purchased Assets, free and clear of all Liens (other than any Permitted Encumbrances), and free of any material infractions or non-compliance with zoning and building laws. The sale and delivery of the Purchased Assets to the Buyer pursuant hereto shall vest in the Buyer good and marketable title thereto, free and clear of any and all Liens, other than any Permitted Encumbrances. The Owner owns or leases all real, personal, tangible and intangible property and assets necessary for the conduct of their respective businesses as such businesses are presently conducted, and all such property and assets are included in the Purchased Assets, except for Retained Assets. All tangible properties and assets owned or leased by the Owner and contained in the Purchased Assets are in good operating condition and repair, ordinary wear and tear excepted, have been well maintained, and conform with all applicable laws, statutes, ordinances, rules and regulations.

3.5 Inventory. All of the Inventory can be used or consumed in the Business as currently conducted and to be conducted following the Closing Date. Since the date of the

Financial Statements, except as set forth on Schedule 3.5, there has been no change in the amount of such Inventory, except for changes as a result of the material purchase and sale of, adjustment to, or consumption of inventory in the ordinary course of business consistent with prior practice, including, but not limited to, established seasonal patterns. Notwithstanding any other provision hereof, Owner agrees to maintain the Inventory at approximately the same level as it is today.

3.6 Contracts. All of the Owner's contracts, commitments, leases, licenses, plans and agreements of any nature or kind (both written and oral) are listed on Schedule 3.6 (collectively the "Contracts"). Copies of all of the Contracts have been provided or made available to the Buyer prior to the execution of this Agreement, and all such copies are true, correct and complete and have been subject to no amendment, extension or other modification as of the date hereof. Neither the Owner nor, to the Knowledge of the Owner, any other Person, is in default under any Contract.

3.7 Compliance with Laws. To the Knowledge of the Owner, the Owner has all licenses, permits, orders, approvals, accreditations, written waivers and other authorizations as are necessary in order to enable it to own and conduct the Business as currently conducted and to occupy and use its real and personal properties without incurring any material liability ("Necessary Permits"), and is currently in compliance in all material respects with any and all recordkeeping, sampling, assessment, monitoring and document filing requirements of the same. Each Necessary Permit is set forth on Schedule 3.7 attached hereto. To the Knowledge of the Owner, no registration, filing, application, notice, transfer, consent, approval, order, qualification, waiver or other action of any kind is required by virtue of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to affect the transfer to the Buyer of such Necessary Permits that are transferable under applicable law. To the Knowledge of the Owner, the Owner has conducted and is conducting the Business in compliance with applicable federal, state, local and foreign laws, statutes, ordinances, regulations, rules or orders or other requirements of any governmental, regulatory or administrative agency or authority or court or other tribunal relating to it (including, but not limited to, any law, statute, ordinance, regulation, rule, order or requirement relating to securities, properties, government contracting, sub-contracting and/or bidding, business, products, advertising, zoning, sales or employment practices, immigration, terms and conditions of employment, wages and hours, safety, occupational safety, health or welfare conditions relating to premises occupied, product safety and liability or civil rights) ("Legal Requirement"). The Owner is not now charged with, and, to the Knowledge of the Owner, is not now under investigation with respect to, any possible violation of any applicable Legal Requirement relating to any of the foregoing in connection with the Business. The Owner has filed all reports required to be filed with any federal, state or local governmental, regulatory or administrative agency or authority, where the failure to make any such filing would not have a Material Adverse Effect.

3.8 Taxes. The Owner and the Owner's member if Owner is a single-member limited liability company have filed all Tax Returns that they were required to file. All such Tax Returns were correct and complete in all respects. All Taxes owed by the Owner and member have been paid (whether or not shown on any Tax Return). Neither the Owner nor member currently is not the beneficiary of any extension of time within which to file any Tax Return. No Claim has ever been made by an authority in a jurisdiction where the Owner does not file Tax Returns that it is or may be subject to the imposition of any Tax by that jurisdiction. The Owner has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee.

3.9 Employees. Schedule 3.9 (a) attached hereto sets forth a true and complete list of all employees of the Owner including each such employee's job title, remuneration and duration of employment period. The Owner is in compliance in all material respects with applicable federal, state and local laws affecting labor, immigration status (including by verifying and retaining complete and accurate copies of Form I-9s for all employees), employment and employment practices, including, without limitation, terms and conditions of employment and wages and hours, and there are, and have been, no outstanding complaints against the Owner. The Owner does not have any employment benefit plans, retirement plans and policies of any nature or kind in effect as of the date hereof, except as set forth on Schedule 3.9(b) attached hereto (the "Plans"). To the Knowledge of the Owner, each of the Plans complies with and has been administered in form and operation in accordance with all applicable federal and state laws, regulations and rules. Owner has not made any representations or commitments to current employees of continued employment with Buyer after the Closing and Buyer has not made any commitments or representations of hiring any such employees.

3.10 Litigation. There is no Claim pending or, to the Knowledge of the Owner, threatened (or any facts which could lead to such a Claim) by, against, affecting or regarding the Purchased Assets, the Business, the Owner or the Owner at law or in equity, before any federal, state, local or foreign court or any other governmental or administrative agency or tribunal or any arbitrator or arbitration panel, and (b) there are no judgments, orders, rulings, charges, decrees, injunctions, notices of violation or other mandates against or affecting the Purchased Assets, the Business, the Owner with respect to the businesses, properties or assets of the Owner.

3.11 Brokers. Neither the Owner, the Buyer, nor anyone acting on their behalf, has engaged, retained, or incurred any liability to any broker, investment banker, finder or agent or has agreed to pay any brokerage fees, commissions, finder's fees or other fees with respect to this Agreement or the transactions contemplated hereby.

3.12 Transactions with Interested Persons; Owner does not own directly or indirectly, either individually or jointly, any material interest in, or serve as an officer or director of any Person which has a contract or arrangement with the Owner, except for the lease of the business premises with the related landlord. No director, officer, agent, manager, employee of the Owner, in each case when acting on behalf of the Owner, has used any corporate or other funds for unlawful contributions, payments or made any unlawful expenditures relating to political activity, to government officials or others or established or maintained any unlawful or unrecorded funds with respect to the Business. No director, officer, agent, employee of the Owner, nor any other person, in each case when acting on behalf of the Owner, has accepted or received any unlawful contributions, payments, gifts or expenditures with respect to the Business.

3.13 Insurance. Schedule 3.13 attached hereto sets forth a list of all insurance policies (including policies providing property, casualty, liability, and workers' compensation coverage) to which the Owner is a party, a named insured, or otherwise the beneficiary of coverage as of the date hereof. The Owner has not received any written notice, and the Owner is not aware, of any threatened termination of, any insurance policy set forth on Schedule 3.13.

3.14 Sole Representations and Warranties. Except for the representations and warranties

contained in this Article III (including the related portions of the Disclosure Schedule), neither the Owner or any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Owner, including any representation or warranty as to the accuracy or completeness of any information regarding Owner furnished or made available to Buyer.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Owner as of the date hereof and the Closing Date as follows:

4.1 **Organization and Qualification.** The Buyer's nominee will be a Massachusetts limited liability company duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, with full power and authority to own, use or lease its properties and to conduct its business as such properties are owned, used or leased and as such business is currently conducted.

4.2 **Authority; No Violation.** The Buyer's nominee will have the requisite corporate power and authority to carry out the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Buyer's nominee will be

4.3 duly and validly authorized and approved by all necessary corporate action on the part of the Buyer's nominee and this Agreement constitutes the legal and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except that the enforceability hereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought. The entering into of this Agreement by the Buyer does not, and the consummation by the Buyer and Buyer's nominee of the transactions contemplated hereby will not, violate the provisions of (a) any applicable federal, state or local laws; (b) its Charter or by-laws; or (c) any provision of, or result in a default or acceleration of any obligation under, or result in any change in the rights or obligations of the Buyer or Buyer's nominee under any contract, agreement, license, lease, instrument, indenture, order, arbitration award, judgment, or decree to which the Buyer or Buyer's nominee is a party or by which it is bound.

4.4 **Litigation.** There is no Claim pending or, to the knowledge of the Buyer, threatened (or any facts which could lead to such a Claim) by, against, affecting the Buyer or that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement at law or in equity, before any federal, state, local or foreign court or any other governmental or administrative agency or tribunal or any arbitrator or arbitration panel.

4.5 **Brokers.** Neither Buyer nor anyone acting on its behalf, has engaged, retained, or incurred any liability to any broker, investment banker, finder or agent or has agreed to pay any brokerage fees, commissions, finder's fees or other fees with respect to this Agreement or the transactions contemplated hereby.

4.6 **Independent Investigation.** Buyer is an informed and sophisticated person and has

engaged expert advisors experienced in the evaluation and acquisition of the Purchased Assets as contemplated hereunder. In determining to proceed with this Agreement, Buyer and its representatives have undertaken such investigation and have been provided with and have evaluated such documents and information and have had the opportunity to ask such questions of the Owner and its representatives as each of them have deemed necessary to enable them to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement and the documents and agreements contemplated herein and the consummation of the transactions contemplated hereby. In connection with the investigation by Buyer of the Owner and the Business, Buyer and its representatives have received from the Owner or its representative's certain projections, budgets, forward looking statements and other forecasts. Buyer acknowledges that there are uncertainties inherent in attempting to make such projections, budgets, forward looking statements and other forecasts, and Buyer shall have no claim against any person with respect thereto, except to the extent expressly and specifically included as a representation and warranty in Article III of this Agreement as qualified by the Disclosure Schedules (and any updates thereto), subject to the limitations set forth in this Agreement. Buyer further agrees and acknowledges that except for the representations and warranties set forth in Article III herein, Buyer is purchasing the Purchased Assets "as is where is" as of the date of the signing of this Agreement.

4.7 Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price in order to consummate the transactions contemplated by this Agreement.

ARTICLE V

COVENANTS

5.1 Covenants of the Owner. The Owner shall keep, perform and fully discharge the following covenants and agreements:

(a) Interim Conduct of Business. From the date hereof until the Closing, the Owner shall operate its Business as a going concern consistent with prior practice and in the ordinary course of business. Without limiting the generality of the foregoing, from the date hereof until the Closing, except for transactions contemplated by this Agreement or expressly approved in writing by the Buyer, which approval shall not be unreasonably withheld, delayed or conditioned, the Owner, shall not:

(i) enter into or amend any employment, bonus, severance, or retirement contract or arrangement, or materially increase any salary or other form of compensation payable or to become payable to any current employee, other than in the ordinary course of business consistent with prior practice;

(ii) purchase any assets, Inventory or real estate or any interest therein other than in the ordinary course of business;

(iii) merge or consolidate with or agree to merge or consolidate with, or purchase or agree to purchase all or substantially all of the assets of, acquire securities of or otherwise acquire any Person;

(iv) sell, lease, transfer or otherwise dispose of or agree to sell, transfer, lease or otherwise dispose of any of its assets, Inventory, properties, rights or claims, whether tangible or intangible, having an aggregate book value in excess of \$5,000.00, except in the ordinary course of business consistent with prior practice;

(v) incur any liability, guaranty or obligation (fixed or contingent) other than in the ordinary course of business consistent with prior practice;

(vi) place or permit to be placed any Lien on any of the Purchased Assets or properties, other than statutory Liens arising in the ordinary course of business;

(vii) change its accounting practices and/or procedures;

(viii) transfer any assets having a total cumulative book value to the Owner other than cash transferred to Affiliates in the normal and ordinary course of business consistent with past practices, or inventory of waste transferred to Affiliates for treatment, storage or disposal or activity in the ordinary course of business consistent with past practices;

(ix) agree to a mutual change or add to the terms and conditions of any Necessary Permit;

(x) materially increase the Owner's disposable Inventory by an amount not to exceed \$15,000 or

(xi) abandon any part of the Business that would result in a Material Adverse Effect.

(b) Access. The Owner shall, upon at three (3) Business Days prior written notice, give the Buyer and its representatives full and free access during normal business hours and without disruption to the Owner's business operations to all properties, assets, books, contracts, commitments and records of the Owner during reasonable business hours and shall promptly furnish the Buyer with all financial and operating data and other information as to the history, ownership, Affiliates, business, operations, properties, assets, liabilities, or condition (financial or otherwise) of the Owner as the Buyer may from time to time reasonably request. In addition to the foregoing, the Owner shall, at the request of the Buyer, introduce the Buyer to the Owner's principal suppliers, vendors and employees to facilitate discussions between such persons and Buyer in regard to Buyer's conduct of the Business following the Closing

(c) Satisfaction of Conditions. The Owner shall use its best efforts to accomplish the satisfaction of the conditions precedent to Closing contained in Section 6.1 herein on or prior to the Closing Date.

(d) Non-Solicitation; Non-Competition. For the period beginning on the Closing Date and ending on the date five (5) years after the Closing Date (the "Non-Solicitation Period"), the Owner shall not, and shall not permit any of Affiliates of the Owner (collectively, the "Restricted Parties" and individually, a "Restricted Party"), for its own benefit or for the benefit of any Person other than the Buyer (i) solicit, or assist any Person other than the Buyer to solicit, any employees of the Buyer listed to leave his employment; or (ii) hire or cause to be hired, any

employee of the Buyer, except nothing contained herein shall prohibit the Owner or any of its Affiliates from hiring an employee that is no longer employed by the Buyer and such employee solicits the Owner or its Affiliates for employment after the termination of any such individual's employment. During the Non-Solicitation Period, each Restricted Party shall not solicit or encourage any of current customer to divert, terminate, curtail or otherwise limit its business relationship with the Owner or the Buyer, or otherwise direct or divert or attempt to direct or divert any customer to another entity or interfere with any business relationship between Buyer and said customer. During the Non-Solicitation Period, each Restricted Party shall not in the Commonwealth of Massachusetts within five (5) miles from the premises occupied by the Owner as of the date hereof, directly or indirectly, except as expressly authorized by the Buyer, to engage or participate, directly or indirectly, as principal, agent, joint venturer, trustee, employer, consultant, stockholder, partner or in any other capacity whatsoever, in the conduct or management or provision of any business that is the same as or substantially similar to the Business. Owner acknowledges that the aforementioned covenants are manifestly reasonable on their face. The Parties expressly agree that the restrictions set forth in this Section have been designed to be reasonable and no greater than is required for the protection of the Buyer and are a significant element of the consideration hereunder. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope or duration of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(e) No Solicitation, Confidentiality, Etc. Prior to the termination of this Agreement pursuant to Article VII hereof, neither Owner nor any of Owner's agents, representatives, employees, officers and/or directors will (i) solicit or negotiate with respect to any inquiries or proposals relating to (x) the possible direct or indirect acquisition of any equity security of the Owner or of all or a portion of the Purchased Assets or the Business or (y) any merger, consolidation, joint venture or business combination with the Owner, or (ii) discuss or disclose either this Agreement or other confidential information pertaining to the Owner or with any Person (except as may be required by law or except as may be required in connection with the transactions contemplated by this Agreement to Affiliates, officers, directors, employees and agents of the Owner) without the prior written approval of the Buyer. The Buyer acknowledges that the prior distribution of material regarding the Owner to interested parties shall not be deemed to violate this Section. The Owner shall advise such parties of the existence of this Agreement and shall refrain from entering into further discussions with such parties concerning the sale of the Owner to the extent otherwise prohibited by this Section.

(f) Accuracy of Representations and Warranties. The Owner will promptly notify the Buyer in writing of any facts which come to their attention that would cause any of the representations and warranties of the Owner to be untrue or materially misleading in any respect, and unless Owner shall have rectified the underlying condition, Buyer shall have the right to terminate this Agreement and obtain a full refund of the Deposit.

(g) Books and Records. For a period of six (6) years commencing on the Closing Date, or for such longer period as may be required by applicable law, the Owner shall

make all such books and records not included as part of the Purchased Assets available for inspection and copying by the Buyer and its representatives during regular business hours upon reasonable advance prior notice.

(h) Further Assurances. Owner shall, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the Buyer to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated hereby.

(i) Tax Matters. The Owner shall prepare and timely file any Tax Returns of the Owner for Tax periods which begin before the Closing Date and end after the Closing Date. Such Tax Returns shall be prepared in a manner consistent with prior practice to the extent consistent with applicable law.

5.2 Covenants of the Buyer. Buyer hereby agree to keep, perform and fully discharge the following covenants and agreements:

(a) Satisfactory Conditions. The Buyer shall each comply with all of the conditions of Section 6.2 and accomplish to the satisfaction of the Owner and Owner of the conditions precedent to Closing contained in Section 6.2 below on or prior to the Closing Date.

(b) Further Assurances. The Buyer shall, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the Owner to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated hereby.

(c) Accounts Receivable. From and after the Closing, the Buyer shall take all necessary actions to collect any and all of the outstanding accounts receivable of the Owner as of the Closing Date, and Buyer shall remit such funds to the Owner within five (5) Business Days after its receipt thereof. Buyer shall deliver to the Owner, no later than the fifteenth (15th) day of each month, a written report setting forth the amount of collected accounts receivable for the Owner for the recently completed calendar month (the "Collection Report"). The Owner shall have a reasonable opportunity to review each such Collection Report and Buyer shall cooperate with and facilitate any such reasonably requested review by making available for the Owner review all relevant documentation used to generate such Collection Report as well as all billing records. Buyer further agrees to take any and all steps that the Owner may reasonably request in order to collect any outstanding accounts receivable.

(d) Transfer Taxes. If under applicable law a particular party hereto is required to pay the real property transfer Taxes, sales Taxes, documentary stamp Taxes, recording charges and other similar Taxes resulting from, arising under or in connection with the transfer of the Purchased Assets (collectively, the "Transfer Taxes"), then such party who is customarily responsible for same shall pay such Transfer Taxes.

5.3 Covenants of the Owner, the Owner and the Buyer.

(a) Confidentiality; Access to Information. Each Party agrees to maintain in

confidence any information that has been identified as non-public information and received from the other Party, and to use such non-public information only for purposes of consummating the transactions contemplated by this Agreement. Such confidentiality obligations will not apply to (a) information which was known to the one Party or its respective agents prior to receipt from the other Party; (b) information which is or becomes generally known; (c) information acquired by a Party or their respective agents from a third party who was not bound to an obligation of confidentiality; and (d) disclosure required by law. In the event this Agreement is terminated in accordance with the terms of this Agreement, each party (x) will return, destroy or cause to be returned or destroyed to the other all documents and other material obtained from the other in connection with the transactions contemplated by this Agreement, and (y) will use commercially reasonable efforts to delete from its computer systems all documents and other material obtained from the other in connection with the transactions contemplated by this Agreement.

(b) Transfer of Liquor Licenses. The Buyer shall use all reasonable efforts to file, as soon as practicable after the date of this Agreement, all notices, reports and other documents required to be filed with any state or local governmental regulatory or administrative agency or authority with respect to the transfer to the Buyer of the Section 15 alcoholic beverage retail package store license of the Owner (each a "Liquor License") from the town in which the Owner operates its Business and subsequent approval of such transfer by the Commonwealth of Massachusetts ABCC. The Owner agrees to cooperate with the Buyer in the application process for the transfer of its Liquor License by executing the Petition for Transfer form and providing a Certificate of Good Standing from The Commonwealth of Massachusetts Department of Revenue both to be submitted with such application, and other reasonable and necessary cooperation. The Buyer shall be responsible, at its sole cost and expense, for obtaining all necessary permits and approval for purposes of operating the Business, including the aforementioned transfer of each Liquor License, and for making proper arrangements with licensed distributors of alcoholic beverages prior to operating the Business.

(c) Prorations. Items of expense customarily adjusted in transactions of this type shall, to the extent not otherwise provided for in this Agreement, be apportioned and adjusted as of the start of business on the Closing Date, as applicable, including, without limitation, personal property taxes (in accordance with the customary manner for the locality), if any, any interest or rent on any personal property leases used in connection with the Business that are assumed by Buyer, including items of expense under maintenance contracts, service contracts, rental contracts or equipment contracts, cleaning contracts, assignable permits and licenses, and any deposits for services to be rendered on or after the Closing Date. The foregoing items may not specify properly all adjustments to be made in a transaction of this nature. The Owner and the Buyer shall perform all of the adjustments, including any not specifically referred to herein, which are appropriate and usual in a transaction of this nature. Final adjustments and payment shall be made as soon as practicable and from time to time after the Closing, and in any event not later than one hundred twenty (120) days after the Closing, based upon an agreed accounting performed by representatives of Buyer and Owner, and in the event of any disagreements between them by a mutually acceptable certified public accountant, whose decision will be binding on the Parties.

ARTICLE VI

CLOSING CONDITIONS

6.1 Conditions to Obligations of the Buyer. The obligations of the Buyer to

consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Representations, Warranties and Covenants. Each of the representations and warranties of the Owner contained in this Agreement shall remain true and correct at the Closing Date as fully as if made on the Closing Date; the Owner shall have performed, on or before the Closing Date, all of their respective obligations under this Agreement and the other Purchase Documents which by the terms thereof are to be performed on or before the Closing Date; shall have delivered to the Buyer an officer's certificate dated the Closing Date of such Owner to such effect.
- (b) No Pending Action. No injunction, legislation, order, rule, ruling or regulation shall have been proposed, enacted or made by any federal, state or local court or governmental body, department or agency preventing the consummation of the transactions contemplated by this Agreement.
- (c) Purchase Permitted by Applicable Laws; Legal Investment. The Buyer's purchase of and payment for the portion of the Purchased Assets (i) shall not be prohibited by any applicable law or governmental order, rule, ruling, regulation, release or interpretation, and (ii) shall not constitute a fraudulent or voidable conveyance under any applicable law.
- (d) Proceedings Satisfactory. All proceedings taken in connection with the purchase and sale of the Purchased Assets, all of the other Purchase Documents and all documents and papers relating thereto, shall be in form and substance reasonably satisfactory to the Buyer.
- (e) Consents - Permits. The Owner shall have received (and there shall be in full force and effect) all material consents, approvals, novations, licenses, permits, orders and other authorizations of, and shall have made (and there shall be in full force and effect and all appeals periods having lapsed without any appeal) all such filings, registrations, qualifications and declarations with, any Person pursuant to any applicable law, statute, ordinance regulation or rule or pursuant to any agreement, order or decree to which the Owner is a party or to which it is subject, in connection with the transactions contemplated by this Agreement and the sale of the Purchased Assets set forth on Schedule 6.1(e).
- (f) Corporate Documents. The Owner shall have delivered to the Buyer: (i) an officer's certificate certifying (x) the incumbency and genuineness of signatures of all officers of the entity, as the case may be, executing this Agreement, any document delivered by the entity at the Closing and any other document, instrument or agreement executed in connection herewith, (y) the truth and correctness of resolutions of the entity authorizing the entry by the entity into this Agreement and the transactions contemplated hereby and (z) the truth, correctness and completeness of its by-laws; (ii) the Charter of the entity certified as of a recent date by the state of its incorporation; and (iii) certificates of corporate good standing and legal existence of the entity as of a recent date from the Commonwealth of Massachusetts.
- (g) Transfer of Purchased Assets. All of the Purchased Assets shall have been effectively sold, transferred, conveyed and assigned to the Buyer, free and clear of all Liens and all of the requisite and necessary deeds, conveyances, certificates of title, assignments, assurances and other instruments and documents shall have been executed, delivered and, if appropriate, filed or recorded.

- (h) Bill of Sale. The Owner shall have executed and delivered the Bill of Sale.
- (i) Liquor License. The Liquor License shall have been transferred to or obtained by the Buyer on or before the Closing Date.
- (j) FIRPTA Certificate. The Owner shall have executed and delivered to the Buyer a FIRPTA Certificate in substantially the form of Exhibit C attached hereto.
- (k) Real Estate Purchase and Sale Agreement. The Buyer and Owner shall have consummated the transaction required pursuant to the Real Estate Purchase and Sale Agreement.
- (l) Escrow Agreement. The Owner, the Buyer, the Owner and the Escrow Agent shall have executed and delivered the Escrow Agreement.
- (m) Inventory Report. The Buyer shall have received the Inventory Report.

6.2 Conditions to Obligations of the Owner. The obligations of the Owner to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Representations, Warranties and Covenants. Each of the representations and warranties of the Buyer in this Agreement shall remain true and correct at the Closing Date, and the Buyer shall, on or before the Closing Date, have performed all of their obligations under this Agreement and the other Purchase Documents which by the terms thereof are to be performed by it on or before the Closing Date; and the Buyer shall have delivered an officer's certificate for Buyer's nominee to the Owner dated the Closing Date to such effect.
- (b) No Pending Action. No injunction, legislation, order, rule, ruling or regulation shall have been proposed, enacted or made by any federal, state or local court or governmental body, department or agency preventing the consummation of the transactions contemplated by this Agreement.
- (c) Payment of Purchase Price. The Buyer shall have delivered, via wire transfer, the portion of the Purchase Price to the Owner .
- (d) Escrow Agreement. The Owner, the Buyer, the Owner and the Escrow Agent shall have executed and delivered the Escrow Agreement.
- (e) Inventory Report. The Owner shall have received the Inventory Report.
- (f) Real Estate Purchase and Sale Agreement. A designee of Buyer (reasonably acceptable to the Owner) shall have executed and delivered the Real Estate Purchase and Sale Agreement.

ARTICLE VII **TERMINATION**

7.1 Termination of Agreement. This Agreement and the transactions contemplated hereby may (at the option of the party having the right to do so) be terminated at any time prior to the Closing:

- (a) Mutual Consent. By mutual written consent of the Buyer, the Owner ;
- (b) Court Order. By the Buyer, the Owner if any court of competent jurisdiction shall have issued an order pursuant to the request of a third-party restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement; or
- (c) Termination by the Owner. By the Owner by notice to the Buyer if a condition to the obligations of the Buyer set forth in Section 6.1 hereof has not been fulfilled for any reason by the Closing date.
- (d) Termination by Buyer. By the Buyer by notice to the Owner if a condition to the obligations of the Owner set forth in Section 6.2 hereof has not been fulfilled for any reason by the Closing Date.

7.2 Effect of Termination and Right to Proceed. If this Agreement is terminated pursuant to Section 7.1, all further obligations of the Parties under this Agreement shall terminate; provided, however, that (i) in the event the Owner terminates this Agreement in accordance with Section 7.1(c) as a result of a default under or a breach of this Agreement by the Buyer, then the Owner shall retain the Deposit as its sole and exclusive remedy; or (ii) in the event that the either the Parties terminate this Agreement in accordance with either Section 7.1(a) or 7.1(b) or the Owner terminates this Agreement in accordance with Section 7.1(c) for any reason other than as a result of a default under or a breach of this Agreement by the Buyer, then in all cases the Deposit shall be returned to the Buyer. Sections 5.3(a) and 7.2 and Article VIII shall survive the termination of this Agreement for any reason.

ARTICLE VIII **INDEMNIFICATION**

8.1 Survival of Representations and Warranties. Each and every representation and warranty set forth in this Agreement shall survive for twelve (12) months from the Closing Date, except with respect to the representations and warranties set forth in 3.1, , 3.10 ,3.11, 4.1, 4.2, 4.4 and 4.5 which shall survive indefinitely. Each and every covenant set forth herein shall survive the Closing until the earlier of (i) the date that the covenant has been fully performed or discharged, or (ii) the expiration of the covenant pursuant to its terms. If, at any time prior to the expiration of the survival period set forth above with respect to any particular representation or warranty of a party, an Indemnitee delivers to an Indemnifying Party a written notice alleging the existence of an inaccuracy in or a breach of such representation or warranty (and setting forth in reasonable detail the basis for such Indemnitee's belief that such an inaccuracy or breach may exist) and asserting a claim for Losses based on such alleged inaccuracy or breach, then the representation or warranty underlying the claim asserted in such notice and all related indemnity obligations under

this Article VIII related thereto shall survive. This Section 8.1 shall have no effect upon any other obligation of the Parties, whether to be performed before or after the Closing Date.

8.2 Indemnification by the Owner. Subject to the terms, conditions and limitations set forth in this Article VIII, the Owner, jointly and severally, shall indemnify, defend and hold the Buyer and its officers, directors, consultants, employees, owners, agents, representatives and Affiliates (collectively the "Buyer Indemnitees"), harmless from and against any and all Losses, which any Buyer Indemnitee may suffer or incur, resulting from, related to or arising out of any of the following: (i) any breach of a representation or warranty by the Owner set forth in the Agreement or in any other Purchase Document, (ii) nonfulfillment of any of the covenants of the Owner or the Owner in this Agreement or in any Purchase Document to which it is a party; (iii) any of the Retained Liabilities; (iv) fraud or intentional misrepresentation on the part of each of the Owner or the Owner in connection with the representations and warranties of the Owner or the Owner contained in this Agreement; (v) any Taxes required to be paid by the Owner or the Owner's principal with respect to the Purchased Assets or the Business for any period ending on or before the Closing Date; and (vi) any and all actions, suits, investigations, proceedings, demands, assessments, audits, judgments and claims resulting from, arising out of or relating to any of the foregoing or the operation of the Business before the Closing date. Notwithstanding the foregoing, the Owner shall not be liable to a Buyer Indemnitee for any Losses resulting from any inaccuracy of any representation and warranty if the Buyer had knowledge of such inaccuracy or breach, or if the information relating thereto was available to the Buyer as part of the due diligence materials provided to the Buyers or their representatives.

8.3 Indemnification by the Buyer. Subject to the terms, conditions and limitations set forth in this Article VIII, the Buyer shall indemnify, defend and hold the Owner, its officers, directors, consultants, employees, owners, agents and Affiliates (collectively, the "Owner Indemnitees," and at times together with the Buyer Indemnitees, "Indemnitees"), harmless from and against any and all Losses which the Owner Indemnitee may suffer or incur, resulting from, related to or arising out of any of the following: (i) any breach of a representation or warranty or nonfulfillment of any of the covenants of the Buyer in this Agreement or in any other Purchase Document; (ii) any of the Assumed Liabilities; (iii) fraud or intentional misrepresentation on the part of the Buyer; (iv) the Purchased Assets or the operation of the Business by the Buyer which arise after the Closing Date; and (v) any and all actions, suits, investigations, proceedings, demands, assessments, audits, judgments and claims resulting from, arising out of or related to any of the foregoing.

8.4 Notice and Opportunity to Defend. If an Indemnitee has incurred or suffered Losses for which it may be entitled to indemnification under this Article VIII, such Indemnitee shall, prior to the expiration of the representation, warranty, covenant or agreement to which such claim relates, give written notice of such claim (a "Claim Notice") to the Owner or the Buyer (as the case may be) (the "Indemnifying Party"). Each Claim Notice shall state the amount of claimed Losses (the "Claimed Amount"), if known, and the factual background and basis for such claim in reasonably sufficient detail so as to enable the Indemnifying Party to understand and respond to the Claim Notice as provided herein. Except as set forth in clause (iv) herein, within twenty (20) Business Days after delivery of a Claim Notice, the Indemnifying Party shall provide to the Indemnitee a written response (the "Response Notice") in which the Indemnifying Party shall: (i) agree that all of the Claimed Amount is owed to the Indemnitee, (ii) agree that part, but not all, of the Claimed Amount (the "Agreed Amount") is owed to the Indemnitee, (iii) contest that any of

the Claimed Amount is owed to the Indemnitee, or (iv) request additional information that the Indemnifying Party believes in good faith it needs to respond to the Claim Notice, which request must be made within ten (10) Business Days after the Indemnifying Party's receipt of the Claim Notice. In the event the Indemnifying Party requests further information pursuant to the foregoing clause (iv), the Indemnitee shall provide the additional information, if any, within ten (10) Business Days, and the Indemnifying Party shall then respond as provided in the foregoing clauses (i), (ii) or (iii) within ten (10) Business Days after receipt of such additional information or notice from the Indemnitee that no further information exists. The Indemnifying Party may contest the payment of all or a portion of the Claimed Amount only based upon a good faith belief that all or such portion of the Claimed Amount does not constitute Losses for which the Indemnitee is entitled to indemnification under this Article VIII. If no Response Notice is delivered by the Indemnifying Party within such twenty (20) Business Day period, the Indemnifying Party shall be deemed to have agreed that all of the Claimed Amount is owed to the Indemnitee; provided, however, that the failure to adhere strictly to the timing provided herein shall not be a waiver of any indemnification claim or defense, except to the extent such failure causes prejudice to the other party. If the Indemnifying Party in the Response Notice agrees (or is deemed to have agreed) that all of the Claimed Amount is owed to the Indemnitee, the Indemnifying Party shall promptly (and in any event within five (5) Business Days) pay the Claimed Amount to the Indemnitee. If the Indemnifying Party in the Response Notice agrees that part, but not all, of the Claimed Amount is owed to the Indemnitee, the Indemnifying Party shall promptly (and in any event within five (5) Business Days) pay to the Indemnitee, directly, an amount equal to the Agreed Amount set forth in such Response Notice. Acceptance by the Indemnitee of part payment of any Claimed Amount shall be without waiver to that Indemnitee's right to claim and the Indemnifying Party's obligation to pay the balance of any such Claimed Amount that is due the Indemnitee. If the Indemnifying Party in the Response Notice contests all or part of the Claimed Amount (the "Contested Amount"), the Indemnifying Party and the Indemnitee shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations within twenty (20) days, then either or both parties shall submit the dispute to binding arbitration in accordance with the American Arbitration Association, Boston office . The Indemnitee shall give prompt written notification to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third party claim for which indemnification pursuant to this Article VIII may be sought; provided, however, that no delay on the part of the Indemnitee in notifying the Indemnifying Party shall relieve the Indemnifying Party of any liability for Losses hereunder except to the extent of any Loss or material prejudice caused by or arising out of such delay. Within five (5) Business Days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnitee, assume control of the defense of such action, suit or proceeding with counsel reasonably satisfactory to the Indemnitee. If the Indemnifying Party does not so assume control of such defense, the Indemnitee shall control such defense. If the Indemnifying Party assumes the defense notwithstanding the satisfaction of the foregoing conditions, the Indemnitee may object in writing within three (3) Business Days, and in the event of such objection the parties shall negotiate in good faith which party will control the defense. In the absence of agreement as to which party controls the defense within three (3) Business Days from the Indemnifying Party's receipt of an objection, the Indemnifying Party shall assume control of the defense. The party not controlling such defense may participate therein at its own expense; provided that if the Indemnifying Party assumes control of such defense and counsel selected by the Indemnifying Party to defend such action reasonably concludes that the Indemnifying Party and the Indemnitee have conflicting interests or different defenses available with respect to such action, suit or proceeding, the reasonable fees and expenses of one counsel for all of the

Indemnitees shall be considered "Losses" for purposes of this Agreement, whether or not the Indemnitee prevails in such action, suit or proceeding. The party controlling such defense shall keep the other party advised of the status of such action, suit or proceeding and the defense thereof and shall consider in good faith recommendations made by the other party with respect thereto. Except as provided herein, the Indemnitee shall not agree to any settlement of such action, suit or proceeding without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party shall not agree to any settlement of or the entry of a judgment in any action, suit or proceeding without the prior written consent of the Indemnitee, which shall not be unreasonably withheld, conditioned or delayed (it being understood that it is reasonable to withhold, condition or delay such consent if, among other things, the settlement or the entry of a judgment (A) lacks a complete release of the Indemnitee for all liability with respect thereto or (B) imposes any liability or obligation on the Indemnitee).

8.5 Limitations. Buyer shall take all reasonable steps to mitigate any and all Losses upon and after becoming aware of any event which would reasonably be expected to give rise to any claim. The amount of any Losses that are subject to indemnification under this Article VIII shall be reduced by the amount by which (a) any insurance proceeds received by the beneficiary relating to such Loss exceeds (b) the amount of expenses incurred by such beneficiary in procuring such insurance recovery, including reasonable legal fees and expenses and any prospective.

8.6 Sole Remedy. From and after the Closing, subject to any other provisions of this Agreement, the indemnification provisions of this Article VIII shall be the exclusive remedy of the Parties with respect to this Agreement, except to the extent that a party suffers Losses as a result of any fraud, in which case such Party shall be entitled to additional relief and remedies otherwise available at law or in equity.

ARTICLE IX MISCELLANEOUS

9.1 Fees and Expenses. Each of the Parties hereto will pay and discharge its own expenses and fees in connection with the negotiation of and entry into this Agreement and the consummation of the transactions contemplated hereby.

9.2 Publicity and Disclosures. No press release or any public disclosure, either written or oral, of the transactions contemplated by this Agreement shall be made by any Party without the prior knowledge and written consent of each of the other parties hereto, except as otherwise required by law.

9.3 Notices. Any notice pursuant to this Agreement must be in writing and will be deemed effectively given to another Party on the earliest of the date (a) three (3) Business Days after such notice is sent by registered U.S. mail, return receipt requested, (b) upon receipt, if such notice is sent by facsimile and/or email (and each Party agrees to promptly acknowledge receipt of the same to the Party giving the notice by email), (c) one Business Day after delivery of such notice into the custody and control of an overnight courier service for next day delivery and (d) one Business Day after delivery of such notice in person; in each case to the appropriate address below (or to such other address as a Party may designate by notice to the other Parties):

If to the Buyer:

Kevin O'Neill
53 Bedford Street
Lexington, MA 02420
kpoell62@icloud.com

With a copy to (which shall not constitute notice):

Geoffrey A. Curtis, Esquire
8 Cedar Street No. 55
Woburn, MA 01801
Tel: (781) 933-0940
Fax: (781) 933-0941
EMAIL: gcurtis@curtislawoffice.com

If to the Owner:

55 Pearl Investment LLC 5 Lane Avenue
Bedford, MA 02420
Attention: Ravi Patel Email: ravi@jamsan.us

With a copy to (which shall not constitute notice):

Nicholson, Sreter & Gilgun, P.C.
33 Bedford Street, Suite 4
Lexington, MA 02420
Attention: Frederick V. Gilgun, Jr., Esq.
Email: fgilgun@nsglawyers.com

9.4 Successors and Assigns. All covenants and agreements set forth in this Agreement and made by or on behalf of any of the parties hereto shall bind and inure to the benefit of the successors and assigns of such party, whether or not so expressed, except that the Owner may not assign or transfer any of their respective rights or obligations under this Agreement without the consent in writing of the Buyer. The Buyer may assign its rights and obligations hereunder to one or more Affiliates of the Buyer, provided, however, that notwithstanding such assignment, Buyer shall not be relieved of any of their obligations hereunder unless and only to the extent that such obligations are fulfilled in full by such assignee.

9.5 Counterparts; Descriptive Headings; Variations in Pronouns. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

9.6 Severability; Entire Agreement. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason in any jurisdiction, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that each of the parties' rights and privileges shall be enforceable to the fullest extent permitted by law, and any such invalidity, illegality and unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by law, the parties hereby waive any provision of any law, statute, ordinance, rule or regulation which might render any provision hereof invalid, illegal or unenforceable. This Agreement, including the Schedules and Exhibits referred to herein, is complete, and all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by any of the parties hereto, have been expressed herein or in said Schedules or Exhibits. This Agreement may not be amended except by an instrument in writing signed on behalf of the Owner, the Buyer and the Owner. No course of dealing and no delay on the part of any Party hereto in exercising any right, power, or remedy conferred by this Agreement shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. The failure of any of the Parties to this Agreement to require the performance of a term or obligation under this Agreement or the waiver by any of the Parties to this Agreement of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. No single or partial exercise of any rights, powers or remedies conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

9.7 Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement or the other Purchase Documents, or where any provision hereof or thereof is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy.

9.8 Governing Law; Venue. This Agreement and all other Purchase Documents will be governed by the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law principles of such jurisdiction. Each of the Parties submits to the jurisdiction of any state or federal court sitting in the Commonwealth of Massachusetts in any proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the proceeding may be heard and determined in any such court. Each Party also agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Any Party may make service on the other Parties by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.3 above. Nothing in this Section, however, shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

ARTICLE X FINANCING CONTINGENCY

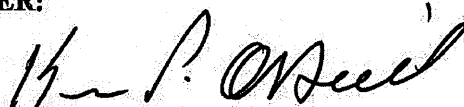
9.1 Buyer's obligations hereunder are subject to obtaining a loan commitment letter in an amount not to exceed \$832,500.00 from an institutional lender (under a SBA 7A loan program) at prevailing rates, terms and conditions, If despite the Buyer's diligent efforts, a firm written commitment for such loan,

containing only conditions that Buyer may reasonably control, cannot be obtained on or before forty-five (45) days after the signing hereof, the Buyer may terminate this agreement by written notice to the Owner, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF each of the Parties has executed this Agreement under seal as of the date first set forth above.

BUYER:

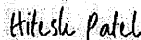


Kevin O'Neill

OWNER:

55 PEARL INVESTMENT LLC

DocuSigned by:



By: Hitesh Patel

Its: manager

EXHIBIT A

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") made and entered into this ___ day of September, 2024 by and among Pearl Street Investment LLC a Massachusetts limited liability company (the "Owner"); and Kevin O'Neill ("Buyer"); and Nicholson, Sreter & Gilgun, P.C. (the "Escrow Agent"). Each of Buyer, the Owner, the Escrow Agent are each sometimes hereinafter referred to herein as a "Party" and collectively, the "Parties" Capitalized terms used but not defined herein shall have the meanings ascribed in the Purchase Agreement (as such term is defined below).

WHEREAS, the Owner, and the Buyer are parties to a certain Asset Purchase Agreement, dated as of September ___, 2024, pursuant to which Buyer is purchasing substantially all of the Owner's assets used in the operation of its Business (the "Purchase Agreement"); and

WHEREAS, In accordance with Section 2.3 of the Purchase Agreement, at the Closing, the Buyer will deliver the Escrow Amount to the Escrow Agent to be held, subject to the terms and conditions set forth in such section of the Purchase Agreement and this Agreement.

NOW, THEREFORE in consideration of the foregoing, the mutual representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

WITNESSETH

1. Buyer shall deliver the Escrow Amount to the Escrow Agent by wire transfer of immediately available funds an amount equal to Twenty-Five Thousand Dollars (\$25,000.00) until this Agreement is terminated, subject to the terms and conditions set forth herein. Pending disposition of the Escrow Amount, Escrow Agent shall deposit the Escrow Amount in a non-interest bearing IOLTA account (the "Escrow Account"). The Escrow Agent hereby acknowledges receipt of the Escrow Amount.

2. The Escrow Agent shall disburse the Escrow Amount thirty (30) days from the date hereof upon receipt of, and in accordance with, a Joint Written Direction (a Joint Written Direction shall mean a written direction executed by the Owner, the Owner and Buyer directing Escrow Agent to disburse all or a portion of the Escrow Amount or to take or refrain from taking any other action pursuant to this Agreement). Such Joint Written Direction shall contain complete payment instructions, including wiring instructions or an address to which a check shall be sent. The Escrow Agent is employed under this Agreement and the Purchase Agreement in a ministerial capacity only, and shall act only as provided in the Purchase Agreement and/or any written Joint Direction and shall not be liable to any Party for loss or damage resulting therefrom,

except any damages resulting from the Escrow Agent's own bad faith, willful misconduct or gross negligence.

3. If there is any dispute among the Parties as to whether the Escrow Agent shall disburse any funds, documents, or instruments held hereunder and/or under the Purchase Agreement, the Escrow Agent may either (a) hold such items until receipt of an authorization in writing signed by all of the Parties ; or (b) file a suit in interpleader in a court of competent jurisdiction, tender such items into court, and obtain an order requiring the parties to litigate their several claims among themselves, upon which event the Escrow Agent shall ipso facto be released and discharged from all obligations and duties under the Purchase Agreement and this Agreement.
4. Buyer and the Owner shall jointly and severally indemnify and hold the Escrow Agent harmless from and against any and all claims, liability, loss, cost, and expense (including reasonable attorneys' fees and court costs) arising from the performance of the Escrow Agent hereunder, except for any such claim, action or proceeding resulting in a final determination that the Escrow Agent by its own bad faith, gross negligence, or willful misconduct breached the terms hereof. In the event that the Escrow Agent incurs such costs or expenses, the Escrow Agent shall be entitled to reimburse itself out of any funds held hereunder for its reasonable costs and expenses. Escrow Agent is hereby given a lien and security interest in the funds held hereunder. In no event shall Escrow Agent's liability hereunder exceed the aggregate amount of the Escrowed Funds it is holding.
5. The Escrow Agent shall not receive compensation for the performance of its duties hereunder.
6. Except for any claim, action or proceeding resulting in a final determination that Escrow Agent acted in bad faith, was grossly negligent or engaged in any type of willful misconduct, the Escrow Agent shall not be responsible for any loss or delay occasioned by the closure or insolvency of the institution with which any funds are invested in accordance with the Agreement or the Purchase Agreement, and shall have no liability for interest on such funds. The Escrow Agent shall not be liable for any loss or delay occasioned by the failure of said financial institution to wire funds in a timely manner. In no event will the Escrow Agent be liable, directly or indirectly, for any special, indirect, or consequential damages of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.
7. This Agreement shall terminate upon the distribution of all amounts held or to be held by Escrow Agent in accordance with the provisions hereof.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to a contract executed and performed in such state.
9. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic and facsimile signatures on this Agreement shall be deemed to be original signatures

for all purposes.

10. The Parties agree that any lawsuit, proceeding, counterclaim, or any other litigation procedure based upon, or arising out of this Agreement, any related instruments, or the dealings or the relationship between or among any of them may be brought in the courts of the Commonwealth of Massachusetts or any Federal Court sitting in such Commonwealth and each consents to the non-exclusive jurisdiction of each such court and to service of process in any such suit being made upon the respective party by mail. Each Party hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

11. The Parties agree that neither of them, including any assignee or successor shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation procedure based upon, or arising out of, this Agreement, any related instruments, or the dealings or the relationship between or among any of them. None of the Parties shall seek to consolidate any such action with any other action in which a jury trial cannot be or has not been waived.

[Signature page follows]

IN WITNESS WHEREOF the undersigned have caused this Agreement to be duly executed and its seal to be affixed thereto as of the day and year first written above.

ESCROW AGENT:

NICHOLSON, SRETER & GILGUN, PC

By: _____
Frederick V. Gilgun, Jr., Treasurer

BUYER:



Kevin O'Neill

OWNER:

55 PEARL INVESTMENT LLC

By: _____
Its: _____

[Signature page to Escrow Agreement]

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made, executed and delivered on _____, 2024, by 55 Pearl Street Investment LLC a Massachusetts limited liability company ("Seller"), to Kevin O'Neill ("Buyer").

WHEREAS, Seller and Buyer are parties to a certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of September __, 2024, by and among Seller and Buyer; and desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery by Seller to Buyer of this instrument; and

WHEREAS, Seller has agreed, pursuant to the terms of the Purchase Agreement, to sell and transfer unto Buyer certain Purchased Assets, as such term is defined in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the delivery of the consideration described in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound:

Seller does hereby sell, convey, assign, transfer, grant and deliver to Buyer and its successors and assigns all of Seller's right, title and interest in and to the Purchased Assets attributable to Seller, free and clear of all encumbrances, subject to and in accordance with the terms of the Purchase Agreement. **TO HAVE AND TO HOLD** all and singular the Purchased Assets unto Buyer, its successors and assigns, **FOREVER**.

Seller hereby constitutes and appoints Buyer and its successors and assigns as its true and lawful attorney in fact solely in connection with the transactions contemplated by this instrument, with full power of substitution, in the name and stead of Seller, but on behalf of and for the benefit of Buyer and its successors and assigns, to demand and receive any and all of the Purchased Assets hereby sold and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of Seller or otherwise, for the benefit of Buyer or its successors and assigns, proceedings at law, in equity, or otherwise, which Buyer or its successors or assigns reasonably deems proper in order to collect or reduce to possession of the Purchased Assets and to do all lawful acts and things in relation to the Purchased Assets which Buyer or its successors or assigns reasonably deems desirable.

In the event that any provision of this Bill of Sale is construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

Seller warrants and represents that the assets transferred hereby are free of any liens.

This instrument shall be binding upon and shall inure to the benefit of the respective successors and assigns of Seller and Buyer.

This Bill of Sale shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed as an instrument under seal by its duly authorized officer the day and year first above written.

55 PEARL INVESTMENT LLC

By:
Its:

EXHIBIT C

**55 PEARL INVESTMENT LLC.
FIRPTA CERTIFICATE**

The undersigned, _____, being the Manager of 55 Pearl Investment LLC (the "Owner"), DOES HEREBY CERTIFY, as of the date of this Certificate, in connection with that certain Asset Purchase Agreement, dated as of September __, 2024, by and among the Owner and the other parties thereto, as follows:

1. This certificate is furnished pursuant to Treasury Regulations sections 1.897-2(h)(2) and 1.1445-2(c)(3) in respect of the Owner, located at the following address: 131 Massachusetts Avenue, Lexington, Massachusetts.
2. The Owner's federal identification number is: 86-2528586.
3. The Owner is not or has not been a "U.S. real property holding corporation" (as defined in section 897(c)(2) of the Internal Revenue Code of 1986, as amended (the "Code")) at any time during the five (5) years preceding the date hereof (or such shorter period as may be specified by section 897(c)(1)(A)(ii) of the Code).

Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Owner.

55 PEARL INVESTMENT LLC

By:
Its:

Date: _____, 2024

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

BY AND AMONG

55 PEARL INVESTMENT LLC

AND

KEVIN O'NEILL

These Disclosure Schedules ("Disclosure Schedules") are being furnished by 55 Pearl Street Investment LLC a Massachusetts limited liability company (the "Owner") in accordance with that certain Asset Purchase Agreement (the "Agreement"), dated as of September __, 2024, by and among the Owner and Kevin O'Neill ("Buyer"). Unless the context otherwise requires, all capitalized terms used in this Disclosure Schedule shall have the respective meanings assigned to them in the Agreement. No reference to or disclosure of any item or other matter in this Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Disclosure Schedule. Any matter disclosed in one Section of this Disclosure Schedule shall be deemed disclosed in all other applicable Sections of the Disclosure Schedule, provided that such disclosure is clearly applicable to any other such Section (based solely upon such disclosure and not on any information not included in such disclosure). No disclosure in this Disclosure Schedule relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Wherever exhibits or other information are listed in this Disclosure Schedule as being "attached" they are automatically deemed to be incorporated into this Disclosure Schedule by reference.

SCHEDULE 2.4

PURCHASE PRICE

ALLOCATION

The Parties agree that the Purchase Price shall be allocated among the Purchase Assets as follows:

1. \$ 425,000.00 to equipment, furniture and fixtures; and
2. \$ 500,000.00 to goodwill.

SCHEDULE 3.4

TITLE; LIENS

Eagle Bank has a security interest in all of the Owner's assets, which lien will be released as of the Closing Date.

SCHEDULE 3.6

CONTRACTS

See Schedule 3.7 for list of licenses.

SCHEDULE 3.7

PERMITS

1. Massachusetts Retailer License for Sale of Cigarettes and Smoking Tobacco
(# _____)
2. Town of Lexington Food Establishment License (# FM _____)
3. Town of Lexington Liquor License

SCHEDULE 3.9(a)

EMPLOYEES

First Name	Last Name	Job Title	Hourly Rate Start	Salary	Annualized Pay	Age	Job
------------	-----------	-----------	----------------------	--------	----------------	-----	-----

\$

SCHEDULE 3.9(b)

EMPLOYEE BENEFIT PLANS

1. None



November 22, 2024

Kevin P. O'Neill
c/ Neillios at Lexington, Inc.
53 Bedford Street
Lexington, MA 02420

RE: Liquor Store SBA 7A Acquisition Loan

THIS IS A TERM SHEET AND NOT A COMMITMENT TO LEND

Proposed terms and conditions are subject to review and approval by the Bank and are subject to change.

Dear Kevin:

Leader Bank, N.A. is willing to pursue a loan application for the purpose of providing an SBA 7A Business Acquisition Loan for the business currently known as Whiskey and Wine located at 53-55 Bedford Street, Lexington, MA and is pleased to present proposed terms and conditions for that loan. These terms are nonbinding and presented herein as a good faith basis upon which the Bank will be willing to pursue underwriting the described loan(s). Upon acceptance of this Term Sheet, submission of additional information required below and payment of the Application Fee, the Bank will consider this a formal application and will commence with underwriting the request. Terms of the proposal are as follows:

Applicant:	Nominee to be Established
Guarantors:	Kevin O'Neill shall provide unlimited personal guarantee. The SBA will require the corporate guarantee of the real estate borrowing entity and Neillio's at Lexington, Inc. Unless otherwise stated, all Guarantors will provide unlimited joint and several guarantees. Additionally, this proposal assumes that the Applicant and any Guarantors will have individual credit bureau scores of 720 or higher. Lower scores do not necessarily void this proposal; however, they may necessitate changes to pricing and/or other proposed conditions upon full underwriting of the request.
Loan Amount:	\$832,500 (75% of the purchase price or appraised value, whichever is lower)
Interest Rate:	Wall Street Journal Prime Rate plus 1.75% floating, with quarterly adjustments. If the loan were to close today, the initial interest rate would be 9.50%. The initial Index for the Interest Rate applicable at closing shall be set equal to the Index value as of the first day of the month in which the Bank submits an application to the Small Business Administration for a guaranty of the loan.

Interest shall be calculated on a 30/360-day basis. The Interest Rate presented herein is subject to underwriting and credit review of the proposed financing. The Interest Rate will be floating based on the Wall Street Journal Prime + 1.75%, adjusting quarterly.

The Interest Rate presented here is predicated upon the Applicant actively maintaining any and all existing and future deposit accounts of the borrowing entity at Leader Bank for the life of the loan(s). If either (a) Leader Bank learns that any deposit account for the borrowing entity is not held at Leader Bank or (b) the operating checking account of the borrowing entity at Leader Bank fails to remain active (meaning that there are less than five (5) transactions in a month for the account), then Leader Bank shall have the right, in its sole discretion, to immediately increase the interest rate payable under the note by 0.50%.

- Term: Ten-year (120 months) maturity from the note date
- SBA Fee: Waived
- SBA Packaging Fee: \$2,500.00
- Collateral: A blanket UCC filing will be filed on all business assets of the business known as Whiskey and Wines, in addition to, a junior mortgage on the primary residence located 14 Vine Brook Street Lexington, MA. Additional collateral will consist of a third mortgage on 53-55 Bedford Street, Lexington, MA, and a collateral pledge of the related Liquor License.
- Maturity/Amort/Repayment: Payments on the loan shall require payment of Principal and Interest payments on the amount outstanding amortized over 10 years. The loan will mature in 10 years from the date of closing.
- Insurance: The loan documents shall require fire, casualty liability and other insurance coverages on the Bank's collateral as the Bank may require from time to time, and in amounts and with companies acceptable to the Bank. The insurance policies shall contain the following mortgagee/loss payee clause: "Leader Bank, N.A., its successors and assigns ATIMA." Such insurance coverage must be in place throughout the life of the Loan. The property insurance shall be for 100% of full replacement value, and in no event less than the amount of the Loan. All policies shall contain a provision requiring a minimum 20 day notice to the Bank before the policy can be cancelled or otherwise modified.

Please note, if you are interested in obtaining an insurance quote from Leader Insurance, please reach out to your loan officer for referral.

Time is of the Essence:

Borrower agrees that time is of the essence regarding this transaction. Accordingly, Lender may use the funds collected as a part of the document for ordering standard and customary third-party reports. These reports may include (but not limited to) appraisals, business valuations, title reports, construction budget reviews, etc.

Please indicate your preference below:

Yes, I agree with the preceding paragraph and wish to have third-party reports ordered prior to loan approval.

No, I do not agree to have third-party reports ordered in advance of loan approval. I understand by waiving this option the time between loan approval and closing may be extended considerably. (example: an appraisal typically takes 3-4 weeks from date of order for completion)

Initials of authorized signer: KO

Prepayment Fee:

N/A

Environmental:

This proposal is subject to environmental due diligence satisfactory to the Bank in scope and findings. Any costs associated with this due diligence shall be paid by the Applicant.

Cost:

Whether or not the transaction contemplated herein is completed, and, if not completed, regardless of the reasons that it was not completed, the Applicant will pay all costs incurred by the Bank in connection with the proposed Loan, including and without limitation recording of fees and fees of Bank's counsel, so that the Bank shall bear no expenses whatsoever in connection with this proposed Loan.

Covenants:

The Applicant will be required to meet the following financial covenants annually.

1. Annual CPA prepared financial statements or tax returns for the Borrower and the Guarantors must be submitted upon request.
2. Annual Personal Financial Statement upon request

- Depository: The rates, terms and other conditions presented herein are predicated upon the Applicant maintaining its primary operating deposit account with the Bank for the Borrowing entity, the realty Borrowing entity and Neillios at Lexington, Inc.
- ZRent/ZDeposit: If the Applicant is not currently using one of our landlord Z-products, we suggest you try out one or both products with this transaction.
- Notice of Right to Copy of Appraisal: In accordance with Federal law, you are entitled to receive a copy of the appraisal or other written valuation prepared in connection with your application for a loan secured by a first lien on a dwelling. This appraisal report is used to establish the value of the property offered as collateral for the loan.
- You have the right to receive a copy of this appraisal report even if your loan does not close. We will provide you with a copy of the appraisal or valuation promptly upon its completion, or at least three (3) business days before the closing of your loan, whichever is earlier.
- Other Conditions: This loan is being considered under the SBA 7(A) Loan Program. All conditions applicable to the program will supersede any terms and conditions of Leader Bank NA.
- Business Valuation: This proposal is subject to a third-party business valuation satisfactory to the Bank in scope and findings. Any costs associated with this due diligence shall be paid by the Applicant. In the event the business valuation is less than the Purchase and Sales price, the Lender shall not be obligated to fund more than 90% of the appraised value.

Please be advised that the terms and conditions outlined herein are not binding and are subject to change. If approved, additional terms and conditions acceptable to the Bank may be required.

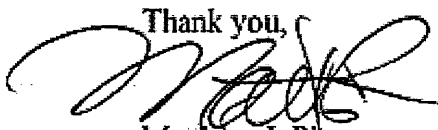
The undersigned understand, acknowledge, and agree that Leader Bank, N.A. and Other Loan Participants (as defined below) can obtain, use and share tax return information for purposes of (i) providing an offer for the extension of credit; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws. For purposes of this document, Leader Bank, N.A. includes our affiliates, agents, service providers and any of aforementioned parties' successors and assigns. The term "Other Loan Participants" as used in this document includes any actual or potential owners of a loan resulting from your loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties and any of aforementioned parties' successors and

assigns. By signing below, the undersigned acknowledge receipt of and agree to the obtaining, use and sharing of their tax return information as set forth above.

Please indicate your acceptance by signing below and returning it with the requested Additional Information and Application Fee mentioned above no later than **November 25, 2024**. The Bank will initiate underwriting the request upon receipt of the required Additional Information. Failure to respond by that date could result in changes to the terms and conditions proposed herein.

Please note that these terms and conditions are presented assuming the Loan, if approved, closes on or before **March 1, 2025**. Should the Loan be approved as proposed herein, but close after that date, the proposed Interest Rate and Origination Fee are subject to change.

Thank you for this opportunity!

Thank you,

Matthew J. Pierce
Senior Vice President

[Signature Page to Follow]

ACKNOWLEDGMENT AND ACCEPTANCE:

By signing below, I/We accept the non-binding terms proposed herein and authorize the Bank to initiate underwriting the proposed Loan. I/We acknowledge that doing so may result in the Bank incurring costs for which I/we are responsible and agree to reimburse the Bank for any such costs, as outlined above. Finally, we expressly acknowledge and accept that *this proposal is not a commitment to lend*, and any such commitment, if issued, may have terms and conditions not contemplated herein.

APPLICANT:

By: Kevin P. O'Neill

11/24/24
Date

If checked, the Applicant confirms the intention to form a legal entity (corporation, LLC, trust) to specifically act as the Borrower should this loan be approved and closed, and the loan will not be in the Applicant’s individual name(s).

GUARANTORS:

By: Kevin P. O'Neill
Kevin O'Neill

11/27/24
Date

NEILLIOS AT LEXINGTON, INC.

By: Kevin P. O'Neill
Kevin O'Neill

11/24/24
Date

STANDARD FORM COMMERCIAL LEASE

1. **PARTIES**
(fill in)
- KPO Realty LLC, a Massachusetts limited liability company with an office located at 53 Bedford Street, Lexington, MA 02420 (the "LESSOR"), which expression shall include its successors and assigns where the context so admits, does hereby lease to
- 55 Bedford St LLC, a Massachusetts limited liability company with an office located at 55 Bedford Street, Lexington, MA 02420 (the "LESSEE") which expression shall include its successors and assigns where the context so admits, and the LESSEE hereby leases the following described premises
2. **PREMISES**
(fill in and include, if applicable, suite number, floor number, and square feet)
- The first floor retail space and basement portion of the building located at and known as 55 Bedford Street, Lexington, Middlesex County, Massachusetts 02420
- together with the right to use in common, with others entitled thereto and the parking area
3. **TERM**
(fill in)
- The term of this lease shall be for () years commencing on February 18, 2025 and ending on February 17, 20____.
4. **RENT**
(fill in)
- The LESSEE shall pay to the LESSOR rent payable in advance in monthly installments calculated as the amount that is equal to all of LESSOR's debt service, as approved by the US Small Business Administration, plus the amount necessary to cover all of LESSOR's operating expenses, including without limitation, municipal real estate taxes, property and general liability insurance, and routine maintenance expenses.
5. **SECURITY DEPOSIT**
(fill in)
- Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of N/A dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.
6. **RENT ADJUSTMENT**
- A. **TAX ESCALATION**
(fill in or delete)
- If in any tax year commencing with the fiscal year ~~N/A~~, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year _____ (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, _____ percent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE.
- B. **OPERATING COST ESCALATION**
(fill in or delete)
- The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, one hundred percent (100%) of any increase in operating expenses over those incurred during the calendar year hereof. Operating expenses are defined for the purposes of this agreement as all costs and expenses incurred by the LESSOR during any calendar year in connection with the operation and maintenance of the land and buildings of which the leased premises are a part, including without limitation insurance premiums, license fees, janitorial service, landscaping and snow removal, employee compensation and fringe benefits, equipment and materials, utility costs, repairs, maintenance and any capital expenditure (reasonably amortized with interest) incurred in order to reduce other operating expenses or comply with any governmental requirement.
- C. **CONSUMER PRICE ESCALATION**
(fill in or delete)
- This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.
- (1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as reflected by the Price Index for the month of _____, 20____ (hereinafter called the "Base Price Index"), the fixed rent shall be adjusted in accordance with sub-paragraph (2) of this Article.
- (2) Commencing as of the first anniversary of the term commencement date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the fixed rent calculated by multiplying the fixed rent set forth in Article 4 by a fraction, the numerator of which shall be the Price Index for the month of _____ and the

**From the Office of: Curtis Law Office
8 Cedar Street, Suite 55
Woburn, MA 01801**

~~denominator of which (for each such fraction) shall be the Base Price Index, PROVIDED, HOWEVER, no Adjustment shall reduce the fixed rent as previously payable in accordance with this Article or Article 4.~~

~~(3) In the event the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.~~

7. UTILITIES

*delete "air conditioning if not applicable

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, **elevators**, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish **elevator service** and to light passageways and stairways during business hours, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

**8. USE OF LEASED PREMISES
(fill in)**

The LESSEE shall use the leased premises only for the purpose of LESSEE's package store business.

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21 E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

12. ALTERATIONS – ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

**From the Office of: Curtis Law Office
8 Cedar Street, Suite 55
Woburn, MA 01801**

13. ASSIGNMENT –
SUBLEASING
- The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
14. SUBORDINATION
- This lease and all rights of LESSEE hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter encumber the Premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. LESSEE shall on demand execute, acknowledge, and deliver to LESSOR, without expense to LESSOR, any and all instruments that may be necessary or proper to further evidence the subordination of this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension thereof, provide that LESSOR's mortgagee shall execute and deliver a non-disturbance agreement to LESSEE, and if LESSEE shall fail at any time to execute, acknowledge and deliver any such subordination instrument, LESSOR, in addition to any other remedies available and consequence thereof, may execute, acknowledge and deliver the same as LESSEE's attorney in fact and in LESSEE's name. LESSEE hereby irrevocably makes, constitutes and appoints LESSOR its successors and assigns, its attorney in fact for that purpose.
15. LESSOR'S
ACCESS
- The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
16. INDEMNIFICATION
AND LIABILITY
(fill in)
- The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSEE's responsibility.
17. LESSEE'S
LIABILITY
INSURANCE
(fill in)
- The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of with property damage insurance in limits of in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
18. FIRE,
CASUALTY –
EMINENT
DOMAIN
- Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
 - (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
- The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.
19. DEFAULT
AND
BANKRUPTCY
(fill in)
- In the event that:
- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
 - (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
 - (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,
- then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured,

**From the Office of: Curtis Law Office
8 Cedar Street, Suite 55
Woburn, MA 01801**

with interest at the rate of ten (10%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE
(fill in)
- Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at its address stated on page 1 hereof.
21. SURRENDER
- The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
22. BROKERAGE
(fill in or delete)
- The Broker(s) named herein N/A
- warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.
- LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of N/A or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.
23. CONDITION OF PREMISES
- Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.
24. FORCE MAJEURE
- In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
25. LATE CHARGE
- If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.
26. LIABILITY OF OWNER
- No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.
27. OTHER PROVISIONS
- It is also understood and agreed that

[Signature Page to Follow.]

From the Office of: Curtis Law Office
8 Cedar Street, Suite 55
Woburn, MA 01801

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this 9 day of December, 2024.

LESSOR:

LESSEE:

KPO Realty LLC

55 Bedford St LLC

By: Kevin P. O'Neill

By: Kevin P. O'Neill

Kevin P. O'Neill, Manager

Kevin P. O'Neill, Manager

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Land Disposition Agreement for Parcel 68-44 Located on Lowell Street

PRESENTER:

Board Discussion

ITEM NUMBER:

I.2

SUMMARY:

Category: Decision-Making

The Board is being asked to approve the Land Disposition Agreement for Parcel 68-44 Located on Lowell Street.

SUGGESTED MOTION:

Move to approve Land Disposition Agreement for Parcel 68-44 Located on Lowell Street and authorize the Town Manager to sign and execute the document.

FOLLOW-UP:

Town Manager

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

7:10pm

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

FY2026 Town Manager's Preliminary Budget & Financial Planning

PRESENTER:

Carolyn Kosnoff, Assistant Town
Manager for Finance

ITEM NUMBER:

I.3

SUMMARY:

Category: Informing

Staff will provide a brief overview of the Town Manager's FY2026 Preliminary Budget & Financing Plan (White Book). A full presentation of the preliminary budget will be presented to Summit participants on Thursday, January 30th at 7pm.

The Town Manager's FY2026 Preliminary Budget & Financing Plan is attached here and also available on the Town's website: <https://lexingtonma.gov/2250/2026-Budget>

SUGGESTED MOTION:

FOLLOW-UP:

Summit III on Thursday, January 30, 2025; Select Board to vote the Recommended FY2026 Budget on Friday, February 14, 2025.

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

7:25pm

ATTACHMENTS:

Description

Type

- ▣ FY2026 White Book Presentation_1.27.25 Presentation
- ▣ FY2026 Preliminary Budget & Financing Plan (White Book) Backup Material

Town of Lexington



FY2026 Preliminary Budget & Financing Plan

Select Board Overview

January 27, 2025



Town of Lexington FY2026 Preliminary Budget

FY2026 Revenue Allocation Summary

(in thousands)	Summit II		Summit III		
1 Total Revenues	\$	310,900	\$	311,154	
2 Less: FY2025 School Budget	\$	140,508	\$	140,508	
3 Less: FY2025 Municipal Budget (inc. Community Center)	\$	49,311	\$	49,311	
4 Less: Shared Expenses	\$	81,487	\$	80,977	
5 Less: Set-Asides	\$	32,894	\$	32,894	
6 Total Base Budget	\$	304,200	\$	303,690	\$ Change
7 Total New Revenue to be Allocated	\$	6,700	\$	7,464	\$ 764
8 School Alloc./ FY2026 Total	\$	4,959	74.0%	\$ 5,525	74.0%
9 Muni Alloc. / FY2026 Total	\$	1,740	26.0%	\$ 1,939	26.0%

	Summit II	Revenue Allocation	%Inc vs PY	Initial Budget Request	%Inc vs PY	Surplus/ (Shortfall)
10 FY2026 School budget	\$	145,467	3.5%	\$ 147,500	5.0%	\$ (2,033)
11 FY2026 Municipal budget	\$	51,051	3.5%	\$ 51,742	4.9%	\$ (691)
	Summit III	Revenue Allocation	%Inc vs PY	Updated Budget Request	%Inc vs PY	Surplus/ (Shortfall)
12 FY2026 School budget	\$	146,033	3.9%	\$ 146,033	3.9%	\$ —
13 FY2026 Municipal budget	\$	51,249	3.9%	\$ 51,249	3.9%	\$ —



Town of Lexington FY2026 Preliminary Budget

Summary of Revenue Allocation Changes from Summit II

Original	Revised	Variance	Description
\$310,899,763	\$311,154,210	\$ 254,447	Updated State Aid (+\$142K); Available Funds (+\$77K); refined Indirects (+\$35K)
\$ 254,447			Total Revenue Increase/ (Decrease)
\$ 3,747,035	\$ 3,606,312	\$ (140,723)	Updated Minuteman assessment, per preliminary budget
\$ 41,412,958	\$ 41,147,189	\$ (265,769)	Updated Health Benefits assuming 11% premium increase
\$ 6,035,947	\$ 5,983,068	\$ (52,879)	Updated debt service projections
\$ 15,239,743	\$ 15,189,172	\$ (50,571)	Revisions to Facilities shared service budget (inc \$20K PIR)
\$ (509,943)			Change in Shared Expenses Increase/ (Decrease)
<u>\$ 764,390</u>			Net Positive Impact on Revenue Allocation

74% \$ **565,648** Additional School Allocation

26% \$ **198,741** Additional Town Allocation



Town of Lexington FY2026 Preliminary Budget

The FY2026 budgets proposed by the Town Manager and Superintendent of Schools provide for a Balanced Town Budget

Revenue Summary	FY2025 Recap	FY2026 Projected	\$ Change	% Change
Tax Levy	\$ 239,807,037	\$ 249,002,213	\$ 9,195,176	3.8%
State Aid	\$ 20,451,907	\$ 21,022,716	\$ 570,809	2.8%
Local Receipts	\$ 16,209,388	\$ 17,039,873	\$ 830,485	5.1%
Available Funds*	\$ 17,280,345	\$ 24,514,859	\$ 7,234,514	41.9%
Revenue Offsets	\$ (1,953,708)	\$ (2,360,640)	\$ (406,932)	20.8%
Enterprise Funds (Indirect)	\$ 1,873,817	\$ 1,935,189	\$ 61,372	3.3%
Total General Fund	\$ 293,575,390	\$ 311,154,210	\$ 17,578,820	6.0%

Expenditure Summary	FY2025 Appropriated	FY2026 Recommended Budget	\$ Change	% Change
Lexington Public Schools	\$ 140,508,367	\$ 146,033,333	\$ 5,524,966	3.9%
Minuteman High School	\$ 3,406,395	\$ 3,606,312	\$ 199,917	5.9%
Shared Expenses	\$ 72,296,815	\$ 77,370,757	\$ 5,073,942	7.0%
Municipal Departments	\$ 49,271,323	\$ 50,995,275	\$ 1,723,953	3.5%
Cash Capital-Tax Levy and Available Funds	\$ 16,875,899	\$ 21,524,216	\$ 4,648,317	27.5%
Other**	\$ 11,216,591	\$ 11,624,317	\$ 407,726	3.6%
Total - General Fund Only	\$ 293,575,390	\$ 311,154,210	\$ 17,578,820	6.0%

* Available Funds reflects one-time revenue sources, primarily Free Cash.

** Other expenses are primarily set-asides into reserves including the Capital Stabilization Fund, OPEB Trust, and SPED Reserve.



Town of Lexington FY2026 Preliminary Budget

FY2026 Municipal Department Budget Summary

Municipal Budgets	FY2025 Appropriated	FY2026 Recommended Budget	\$ Change	% Change
Public Facilities*	\$ 14,565,854	\$ 15,189,172	\$ 623,318	4.3%
Municipal Departments:				
Public Works	\$ 13,085,106	\$ 13,971,800	\$ 886,693	6.8%
Police	\$ 9,536,323	\$ 9,745,978	\$ 209,655	2.2%
Fire	\$ 9,289,900	\$ 9,458,988	\$ 169,088	1.8%
Library	\$ 3,460,565	\$ 3,691,461	\$ 230,896	6.7%
Human Services	\$ 1,513,939	\$ 1,703,597	\$ 189,658	12.5%
Health	\$ 545,148	\$ 561,024	\$ 15,876	2.9%
Land Use Department	\$ 2,442,606	\$ 2,465,236	\$ 22,630	0.9%
Select Board	\$ 1,388,634	\$ 1,439,529	\$ 50,895	3.7%
Town Manager	\$ 1,664,840	\$ 1,609,722	\$ (55,119)	(3.3)%
Salary Adjustment Account	\$ 294,179	\$ —	\$ (294,179)	(100.0)%
Town Committees	\$ 72,910	\$ 73,120	\$ 210	0.3%
Finance	\$ 2,172,178	\$ 2,206,218	\$ 34,040	1.6%
Town Clerk	\$ 680,819	\$ 692,479	\$ 11,660	1.7%
Innovation & Technology	\$ 3,124,175	\$ 3,376,124	\$ 251,949	8.1%
Total Municipal Departments	\$ 49,271,322	\$ 50,995,276	\$ 1,723,952	3.5%

*Public Facilities is a shared service



Town of Lexington FY2026 Preliminary Budget

Balancing the FY2026 Municipal Budget

Municipal Budgets	FY2026 Initial Request	FY2026 Delete	FY2026 Add	FY2026 Recommended Budget
Public Facilities*	\$ 15,169,172	\$ —	\$ 20,000	\$ 15,189,172
Municipal Departments:				
Public Works	\$ 13,971,800			\$ 13,971,800
Police	\$ 9,745,978			\$ 9,745,978
Fire	\$ 9,458,988			\$ 9,458,988
Library	\$ 3,691,461			\$ 3,691,461
Human Services	\$ 1,703,597			\$ 1,703,597
Health	\$ 561,024			\$ 561,024
Land Use Department	\$ 2,465,236			\$ 2,465,236
Select Board	\$ 1,439,529			\$ 1,439,529
Town Manager	\$ 1,657,335	\$ (47,613)		\$ 1,609,722
Salary Adjustment Account	\$ —			\$ —
Town Committees	\$ 73,120			\$ 73,120
Finance	\$ 2,206,218			\$ 2,206,218
Town Clerk	\$ 692,479			\$ 692,479
Innovation & Technology	\$ 3,376,124			\$ 3,376,124
Total Municipal Departments	\$ 51,042,889	\$ (47,613)	\$ —	\$ 50,995,276

*Public Facilities is a shared service.



Town of Lexington FY2026 Preliminary Budget

FY2026 Municipal Department Budget Highlights

- The Municipal Budget includes contractual increases for three of the Town's large service agreements:
 - **Townwide Composting Program:** This budget will maintain this program for 4,000 households in FY2026 at the cost of \$396,000, of which \$165,000 will be funded with ARPA funds.
 - **Public Transportation:** This budget includes new contractual rates for the Lexpress Bus Service, which includes replacement of the bus fleet. The new 5-year contract has been awarded and will begin during FY2026.
 - **Public Access Television:** This budget allocates \$200,000 of tax levy support to maintain current levels of service, up from \$100,000 in FY2025. This amount of General Fund support is expected to increase in future budget cycles.
- Set Asides include **\$24K for funding for a Solar Study** to assess suitability of solar installations in municipal parking lots and **\$200K for pruning and/or removal of Street Trees** that have been identified as dead or unhealthy by a recent street tree inventory.



*Town of Lexington
FY2026 Preliminary Budget*

Town Manager's Recommended FY2025 Program Improvements

Program	Department Requests	Recommended	Not Recommended
Total General Fund Requests	\$2,057,838	\$244,000	\$1,813,838
Non-General Fund			
Water/Sewer Enterprise	\$50,000	\$50,000	\$—
Recreation Enterprise	\$180,000	\$80,000	\$100,000
Tourism Revolving Fund	\$42,475	\$—	\$42,475
Total Non-General Fund	\$272,475	\$130,000	\$142,475
Combined Requests Total	\$2,330,313	\$374,000	\$1,956,313

General Fund Recommended PIRs include:

- \$20K for Solar Panel inspections and maintenance at school and municipal buildings
- \$200K for Street Tree Pruning & Removal (one-time from Free Cash)
- \$24K for a Solar Assessment of parking lots (one-time from Free Cash)

Non General Fund Recommended PIRs include:

- \$50K for a Water & Sewer Rate Study
- \$80K for drainage improvements at Pine Meadows Golf Course



Town of Lexington
FY2026 Preliminary Budget

Appropriate Into Reserve Funds

Lexington Pension Fund	\$11,521,504
– Current Balance (11/30/2024)	\$257.39 million
Post-Employment Benefits Fund	\$2,087,029
– Current Balance (12/31/2024)	\$37.93 million
Capital Stabilization Fund	\$6,563,050
– Current Balance (12/31/2024)	\$41.84 million
Special Education Reserve Fund	\$700,000
– Current Balance (12/31/2024)	\$750,000



*Town of Lexington
FY2026 Preliminary Budget*

Recommended Capital Budget - FY2026

Capital Requests Summary					
	Free Cash/ Tax Levy	Other Funding Sources	Debt	Total	Other**
General Fund	\$ 21,506,173	\$ —	\$ —	\$ 21,506,173	\$ —
Excluded Debt Projects	\$ —	\$ —	\$654,000,000	\$654,000,000	\$ —
Other Funding & Chapter 90	\$ —	\$ 18,043	\$ —	\$ 18,043	\$ 964,592
Water Enterprise	\$ —	\$ 2,634,440	\$ —	\$ 2,634,440	\$ —
Sewer Enterprise	\$ —	\$ 1,409,931	\$ —	\$ 1,409,931	\$ —
Recreation Enterprise	\$ —	\$ 70,000	\$ —	\$ 70,000	\$ —
Compost Revolving Fund	\$ —	\$ —	\$ —	\$ —	\$ —
Community Preservation Act*	\$ —	\$ 7,495,844	\$ —	\$ 7,495,844	\$ —
Total (all Funds)	\$ 21,506,173	\$ 11,628,258	\$654,000,000	\$687,134,431	\$ 964,592

*Includes both Town and non-Town CPA funded projects.

**Other represents Chapter 90 Aid for street improvements. This item does not require a Town Meeting appropriation.



Town of Lexington FY2026 Preliminary Budget

Capital Highlights

- **New Lexington High School** - Construction funds for a new Lexington High School. Current cost estimates approximate the cost at **\$654,000,000**. This project will be requested at the Fall 2025 Special Town Meeting and will require a successful Debt Exclusion vote.
- **Central Administration Building Demolition** - This request for **\$3,550,000** is to demolish the Central Administration Building at 146 Maple Street.
- **Park Improvements - Athletic Fields - \$3,197,904** for athletic fields at 146 Maple Street. The design for this new field complex is currently underway and will consider natural grass and synthetic field surfaces, parking, lighting and other amenities.
- **Lincoln Park Field Improvements** - This request for **\$1,950,000** will conduct an end-of-life synthetic turf replacement and reconstruction of athletic Field #3 at Lincoln Park.
- **Replacement Pumper Truck** - This request for \$1,100,000 is to replace the department's 2004 reserve pumper truck.
- **Affordable Housing Trust (AHT) Funding** - This request for **\$3,000,000** is to fund the Lexington Affordable Housing Trust (AHT) from the Town's Community Preservation Act (CPA) funds.



Town of Lexington FY2026 Preliminary Budget

Items Open/ In Process

- **Free Cash** - Current FY2023 estimate of \$23,000,000 has not yet been certified by the Department of Revenue. Adjustments will be reflected in cash capital/debt service.
- **Minuteman Assessment** - Budget to be voted by Minuteman School Committee.
- **Health Insurance Premiums** - Are estimated at a 11% increase over FY2025, final amounts may differ.
- **Final Cost Estimates for Lexington High School** - The current cost estimate for LHS construction is \$654 million. This estimate will continue to be refined through schematic design and a final estimate will be available prior to Fall 2025 Special Town Meeting and the debt exclusion referendum.
- **Final Design for Harrington Fields** - Community engagement and the design for fields at Harrington School are underway; final recommended project scope and cost estimate are to-be-determined.
- **Other** - Additional changes may be identified through the budget deliberation process.

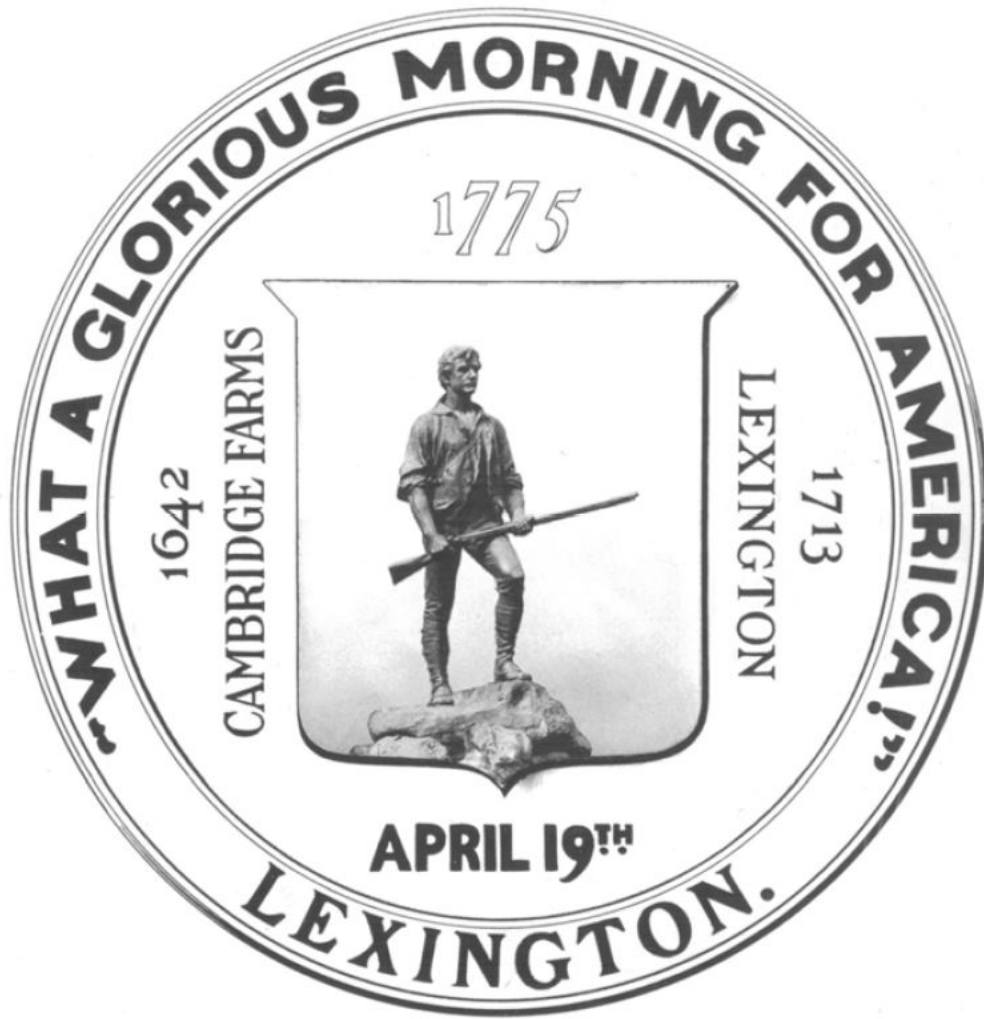


Town of Lexington FY2026 Preliminary Budget

Next Steps

- **January 30, 2025** - Summit III, White Book presentation
- **January 31, 2025- February 7, 2025** - Municipal and School staff to respond to questions on operating and capital budgets; ongoing budget deliberations
- **February 14, 2025** - Select Board to vote FY2026 recommended budget
- **On or Before February 25, 2025** - The final recommended budget will be distributed electronically to the Select Board, Appropriation Committee, Capital Expenditures Committee and Town Meeting Members. Printed copies to follow the week of March 3rd.
- **March 24, 2025** - Town Meeting Begins
- **On or Before March 26, 2025** - Town Meeting may consider financial articles

Town of Lexington,
Massachusetts



Fiscal Year 2026
Preliminary Recommended
Budget & Financing Plan
January 24, 2025



Town of Lexington Organizational Chart

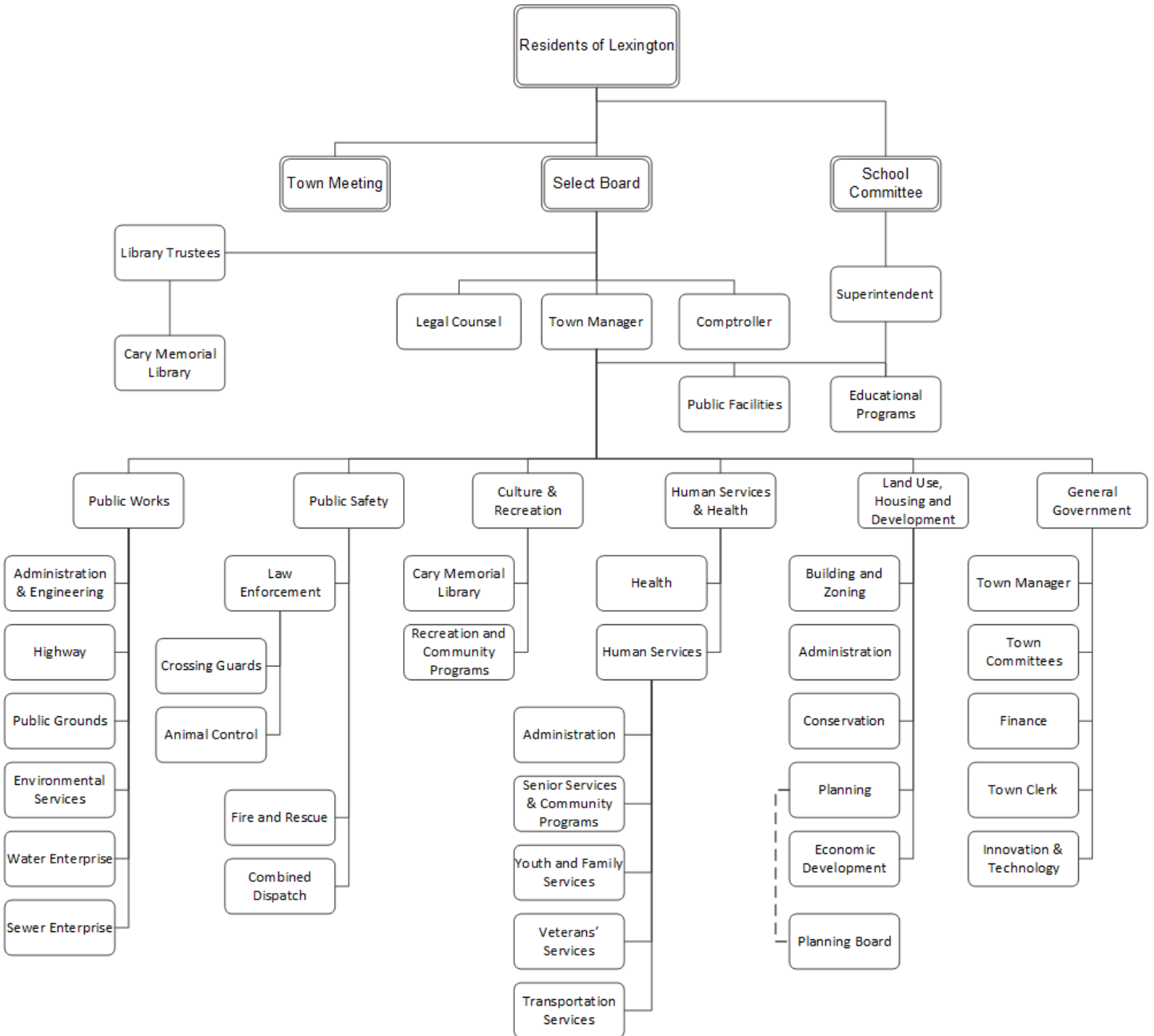


Table of Contents

The budget document outlines the Town’s financial plan as recommended by the Select Board. Both the operating and capital budgets are contained in this document. The effective period of this budget is from July 1, 2025 to June 30, 2026.



Budget-In-Brief

Report of the Town Manager

The Budget Message is a letter to the Select Board from the Town Manager in support of the enclosed budget recommendations. The letter provides an overview of the operating and capital budget, identifies significant budget issues, and explains the Town Manager's rationale for budget recommendations.

Section I: Budget Overview

The Budget Overview contains several summary tables, which display the schedule of the FY2026 budget process, expenditure and revenue history, and a detailed summary of proposed appropriations for the coming fiscal year.

Budget Process	
Summary of Revenues and Expenditures	I-1
Program Summary	I-2

Section II: Revenues

The Revenue section contains a narrative description of revenue sources followed by a series of tables that displays a detailed summary of actual and projected revenues.

Description of Revenues	II-3
-------------------------	------

Detailed Budget Information

Section III: Program 1000: Education

1000 Education Program	III-1
1100 Lexington Public Schools	III-2
1200 Minuteman Regional High School	III-18

Section IV: Program 2000: Shared Expenses

2000 Shared Expenses	IV-1
2100 Employee Benefits	IV-3
2200 Property & Liability Insurance	IV-8
2300 Solar Producer Payments	IV-10
2400 Debt Service	IV-12
2500 Reserve Fund	IV-14
2600 Public Facilities	IV-17

Section V: Program 3000: Public Works

3000 Public Works	V-1
3000 - 3500 DPW Summary	V-2
3100 DPW Administration and Engineering	V-7
3200 Highway	V-12
3300 Public Grounds	V-16
3400 Environmental Services	V-21
3600 Water Enterprise	V-26
3700 Sewer Enterprise	V-30

Section VI: Program 4000: Public Safety

4000 Public Safety	VI-1
4100 Law Enforcement	VI-3
4200 Fire & Rescue	VI-10

Section VII: Program 5000: Culture and Recreation

5000 Culture and Recreation	VII-1
5100 Cary Memorial Library	VII-3
5200 Recreation and Community Programs	VII-9

Section VIII: Program 6000: Human Services and Health

6000 Human Services and Health	VIII-1
6100 - 6200 Human Services Administration, Veterans Services, Youth and Family Services, Senior Services and Community Programs, and Transportation Services	VIII-2
6500 Health	VIII-8

Section IX: Program 7000: Land Use, Housing and Development Department

7000 Land Use, Housing and Development Department	IX-1
7100 - 7400 Summary	IX-3
7110 Building and Zoning	IX-10
7120 Administration	IX-14
7130 Conservation	IX-17
7200 Planning	IX-21
7300 Economic Development	IX-25

Section X: Program 8000: General Government

8000 General Government	X-1
8100 Select Board	X-1
8200 Town Manager	X-6
8300 Town Committees	X-11
8400 Finance	X-13
8500 Town Clerk	X-18
8600 Innovation & Technology	X-22

FY2026 Capital Improvement Budget & Financing Plan

Section XI: Capital Investment

FY2026 Capital Improvement Budget & Financing Plan	XI-1
----------------------------------------------------	------

Acknowledgments

Preparing a budget document with this level of detail is a significant undertaking. I would like to express my appreciation to Superintendent of Schools Julie Hackett, Assistant Superintendent for Finance and Administration David Coelho, as well as the Senior Management Team and board and committee members who contributed to the development of this budget. I would like to specifically acknowledge Town Accountant Krista Murphy, Director of Assessing Robert Lent, Human Resources Director Anne Kostos, and Deputy Town Manager Kelly Axtell for their work in preparing the many facets of this document. Finally, the completion of the Preliminary Recommended Budget and Financing Plan is due directly to the extraordinary efforts of Assistant Town Manager for Finance/ Comptroller Carolyn Kosnoff and Budget Officer Rosalyn Impink.

Steve Bartha, Town Manager



Town of Lexington
Town Manager's Office

Steve Bartha, Town Manager
Kelly E. Axtell, Deputy Town Manager

Tel: (781) 698-4540
Fax: (781) 861-2921

January 24, 2025

The Honorable Select Board, Appropriation Committee and Capital Expenditures Committee:

I am hereby submitting the FY2026 Town Manager's Preliminary Budget and Financing Plan for your review. Our primary goal has been to develop a budget and financing plan that maintains a high level of municipal and school services while remaining sustainable for the community in the long term. We strive to articulate this plan in a transparent manner through the leadership actions, behaviors and visions of the Select Board and various policy and advisory committees. Simply put, the baseline expectation of local government is efficiency, equity, and stewardship. This budget meets and exceeds that baseline expectation – a credit to those tasked with guidance, preparation, and implementation.

A Sustainable Budget: Budgets are about priorities and should be strategic in explaining what we do, why we do it, when we do it, and how we propose to invest taxpayer resources to achieve the results our community desires. While focusing on long-term priorities sometimes takes a back seat to the immediate demands placed on Town officials, it is important to strike a balance among competing demands. We hope this document is helpful in this regard.

The Town will face familiar and new fiscal challenges throughout FY2026 due to economic stressors, including pressure on salaries and wages, high insurance premiums (+11%) and the increase cost of supplies and contractual services, including solid waste disposal (+9.5%). Despite these headwinds we expect to maintain a sound financial position due to conservative budgeting and strong fiscal management. For FY2026, we project a modest amount of revenue growth that is sufficient to meet contractual obligations and maintain current levels of service.

This Preliminary Budget is balanced and based on a 3.9% increase in revenue as projected in the Town's Revenue Allocation Model, which has been used by the Town for the past two decades to ensure a fair distribution of new revenues to the School and Municipal divisions of Town government. This projected revenue is up from the 3.53% increase that was presented at Summit II in November 2024. The updated allocation of revenue for FY2026 provides funding for the School Department at \$146,033,333, an increase of \$5,524,966 over the FY2025 budget. The Municipal budget is \$51,249,488, an increase of \$1,938,952 over the FY2025 budget.

A Transparent Budget: The operating and capital budget the Board recommends to Town Meeting is the single most important policy document considered each year, as the budget is the one-year spending plan based on the Board's strategic priorities. The best way to explain Town operations, in depth and for the critical eye, is for Town officials to be transparent in everything we do.

In preparing this Preliminary Budget, Town and School department staff worked together to create a document that presents the budget in a manner that meets the requirements and expectations of our boards, committees, Town Meeting members and residents. It reflects many competing interests, but in the end has been, and should continue to be, a reflection on what is best for the Town as a whole. This FY2026 Preliminary Budget proposes \$311 million in General Fund spending, \$37 million in Enterprise Fund spending, and \$4 million in Revolving Fund spending. The FY2026 capital budget is proposed at \$687 million which includes an estimated \$654 million to reconstruct Lexington High School.

As always, the Senior Management Team remains committed to working with the Select Board, School Department and financial committees to strike a balance between available resources for municipal services, educational programs and capital improvements to ensure that we continue to meet the needs and expectations of Lexington's residents in a sustainable manner. We believe this document is comprehensive enough so that readers understand where Town revenues comes from and what they are spent on, yet succinct enough that the details are not overwhelming. Staff endeavors to continually improve this document and the budgeting process and we welcome comments and suggestions in order to provide a better budget in the future.

I want to acknowledge and thank the work and effort that Carolyn Kosnoff, Assistant Town Manager for Finance and Rosalyn Impink, Budget Officer have contributed to this document and the entire budget process, along with the entire Senior Management Team and other staff of the Town.

Sincerely,

Steve Bartha

Steve Bartha

Town Manager

Preliminary Budget & Financing Plan - In Summary

This Preliminary Budget & Financing Plan, as submitted, is **balanced** given the projected revenue shown in Section II of this document. FY2026 revenue was presented in detail at Financial Summit II and was subsequently updated to reflect increases in certain line items as staff refined projections. Sections III to XI of this document include General Fund operating budgets, the Capital budget, Enterprise Fund budgets and proposed Community Preservation Act funded projects.

The amounts shown in this Preliminary Budget & Financing Plan represent the Town Manager’s recommended FY2026 budget for municipal operations and Superintendent of School’s recommended FY2026 budget, inclusive of benefits for new employees. The Superintendent’s budget is pending review and adoption by the School Committee. All budgets are pending review and adoption by the Select Board.

Budget Highlights

A comparison of the FY2025 appropriated budget to the FY2026 recommended General Fund operating budget is shown below.

Table 1

	FY2025 Appropriated	FY2026 Recommended Budget	\$ Change	% Change
Lexington Public Schools	\$ 140,508,367	\$ 146,033,333	\$ 5,524,966	3.9 %
Minuteman High School	\$ 3,406,395	\$ 3,606,312	\$ 199,917	5.9 %
Shared Expenses	\$ 72,296,815	\$ 77,370,757	\$ 5,073,942	7.0 %
Municipal Departments	\$ 49,271,323	\$ 50,995,275	\$ 1,723,953	3.5 %
Cash Capital-Tax Levy and Available Funds	\$ 16,875,899	\$ 21,524,216	\$ 4,648,317	27.5 %
Other*	\$ 11,216,591	\$ 11,624,317	\$ 407,726	3.6 %
Total - General Fund Only	\$ 293,575,390	\$ 311,154,209	\$17,578,818	6.0 %

**Other captures Unallocated revenue, contributions to the Capital Stabilization and OPEB Trust Funds, and various other expenses.*

Town Manager’s Overall Recommendations

In light of the goals and priorities of the Select Board this preliminary budget includes the following key recommendations:

- Level Service Budget:** This recommended budget will continue to provide the same level of municipal service currently enjoyed by Lexington's residents. Several of the Town's contractual agreements for existing services have increased or been renewed for FY2026 resulting in higher than normal expense increases in certain line items. Additionally this budget recommends the continuation of several key programs supported by the Select Board.
- Townwide Composting Program:** The Select Board has expressed a desire to continue the Town's household food waste collection and composting program. This budget will maintain this program for 4,000 households in FY2026 at the cost of \$396,000 which is partly funded by the General Fund and partly funded by ARPA funds. The full cost of this program will be incorporated into the General Fund budget for FY2027.

- **Maintain Public Transportation:** This budget includes new contractual rates for the Lexpress Bus Service, which includes replacement of the bus fleet. The new 5-year contract has been awarded and will begin during FY2026.
- **Maintain Public Access Television:** As local subscriptions to cable television continue to decline, revenues to the Town's PEG Access Fund have declined. Projections indicate that continuation of Public Access Television will no longer be possible without General Fund support. This budget allocates \$200,000 of tax levy support to maintain current levels of service, up from \$100,000 in FY2025. This amount of General Fund support is expected to increase in future budget cycles.
- **Phase-Out of Fossil Fuels:** Departments have continued to implement the Select Board's electric vehicle policy, and have factored increased costs into the General Fund and Capital fund for the planned replacement of fossil fuel municipal vehicles with electric or hybrid models.
- **Municipal Program Improvement Requests (PIRs):** While FY2026 revenues are expected to increase modestly, the increase in costs for existing programs and contracts noted above has resulted in little funding for discretionary program improvements. For FY2026 \$2,057,838 in General Fund Program Improvements were requested by Senior Managers, of which the Town Manager is recommending to fund \$20,000 from ongoing General Fund revenues. An additional \$354,000 in one-time projects are recommended from other sources including Enterprise Funds, Revolving Funds or other available revenues.
- **New Lexington High School - Construction** - This Preliminary Budget includes an estimated \$654.0 million to reconstruct Lexington High School. This project has been accepted into the Massachusetts School Building Authority's grant program, and is currently in the schematic design phase. The appropriation for construction funding is expected at a Special Town Meeting in the Fall of 2025, and will be contingent on a successful Proposition 2½ debt exclusion referendum, which is also expected to occur in the Fall of 2025.
- **Capital Projects and Programs:** In addition to the High School construction project this budget recommends an additional \$33.1 million in capital projects and ongoing capital programs, of which \$21.5 million is from General Fund, \$4.1 million from Enterprise Funds, and \$7.5 million from Community Preservation Act Funds.
- **Dedicated Tax Levy for Capital Stabilization Fund (CSF)** - The FY2026 budget continues to follow the fiscal guideline adopted in 2022 to dedicate new tax levy growth from specific properties (PSDUP & Hartwell Redevelopment) into the CSF to mitigate the cost of future capital projects, primarily the new Lexington High School. In FY2025, \$6,563,050 was transferred to the CSF from the tax levy under this guideline. That amount is recommended to be set aside again in FY2026.
- **Special Education Reserve Fund** - The increasing need for special education services has strained the School Department's operating budget in recent years. This budget recommends appropriating \$700,000 of Free Cash into the Special Education Reserve Fund to be used for unanticipated special education expenses that arise during FY2026. This is a continuing balance fund and any unspent appropriation will carry forward into future fiscal years.
- **Adherence to Fiscal Policies and Guidelines:** This budget adheres to fiscal policies and guidelines that have been agreed to by the Town's boards and committees. This includes minimal use of one-time revenues for ongoing expenses, prioritizing capital projects with cash to reduce debt and interest expenses, recommended appropriations to address long-term

Pension and Other Post Employment Benefits (OPEB), and set-asides into fiscal reserves and stabilization funds.

General Fund FY2026 Operating Budget

To facilitate review of this document, some of the salient aspects of this budget are highlighted below.

1. FY2026 Projected Revenues

- Revenue Projections (Section II)** - General Fund operating revenues are projected to increase by \$17,540,481 or 6.0% over FY2025 estimated revenues. Lexington’s projected and actual revenue growth for prior years is shown below:

	Projected	Actual		Projected	Actual
FY2026	6.0%		FY2020	3.5%	3.4%
FY2025	3.9%		FY2019	3.6%	3.6%
FY2024	4.7%	5.5%	FY2018	4.6%	6.6%
FY2023	3.9%	7.8%	FY2017	2.8%	3.3%
FY2022	7.0%	7.2%	FY2016	4.2%	6.8%
FY2021	3.6%	2.5%	FY2015	3.6%	2.6%

- Revenue Allocation Model** - Each year, the Town Manager recommends the allocation of projected revenues that can be applied to fund the operating budget in the next fiscal year. This model was developed in 2006 by the Town Manager, Assistant Town Manager for Finance, and Superintendent of Schools, and is reviewed annually.

The FY2026 revenue allocation model was reviewed by the Select Board, financial committees and School Committee at Financial Summit II, which initially projected a 3.5% increase in new revenue for FY2026. The allocation was subsequently updated in January 2025 to allocate an additional \$765 thousand in revenue between the Town and School. The final model projects \$7.46 million in net new revenue to be allocated, which represents a 3.9% increase compared to budgeted amounts from the prior year.

The difference between the total project revenue increase of 6.0%, and the available revenue to be allocated of 3.9% is due to shared expenses and set-asides of one-time revenues, primarily Free Cash, for one-time expenses such as capital improvements.

The Town Manager's recommended budget fully expends the revenue allocation for municipal services and the Superintendent of Schools' recommended budget fully expends the revenue allocation for the school department.

2. Departmental Budget Summary

- a. The Town Manager's Preliminary Recommended budget reflects contractual salaries for settled collective bargaining agreements for the School Department and Municipal Departments.

The following table present the status of the town's bargaining units:

Title of Union Contract	Department	Contract Expiration Date ⁽¹⁾
Lexington Municipal Management Association	Town Staff	6/30/2025
Lexington Municipal Employees Association	Town Staff	6/30/2025
Library Staff Association	Library	6/30/2026
IAFF (Fire)	Fire	6/30/2025
AFSCME (Dispatch)	Public Safety	6/30/2026
SEIU - School Crossing Guards Police	Police	6/30/2025
IBPO Police Superiors	Police (Superiors)	6/30/2025
Lexington Police Association	Patrol Officers	6/30/2026
AFSCME (Public Works)	Public Works	6/30/2027
AFSCME (Building Maintenance)	Facilities	6/30/2027
Local 888 SEIU (Custodians & Tradesmen)	Facilities	6/30/2025
Association of Lexington Administrators	Schools	6/30/2026
Lexington Education Association (Unit A)	Schools	8/31/2026
Lexington Educational Association (Unit C)	Schools	8/31/2024
Lexington Educational Association (Unit D)	Schools	6/30/2026
Lexington Education Association Technology Unit	Schools	6/30/2027

⁽¹⁾ Expired contracts are currently in negotiations.

- b. **Section III** of this document (Education) reflects the School Department operating budget proposed by the Superintendent of Schools summarized in the table shown below:

Lexington Public Schools	FY2025 Appropriation	FY2026 Superintendent's Recommended Budget	\$ Change	% Change
Compensation/Expenses	\$ 140,508,367	\$ 146,033,333	\$ 5,524,966	3.93%

The Superintendent's proposed budget, presented to the School Committee on January 21, 2025, can be found on the School Department Website at <https://sites.google.com/lexingtonma.org/lps-finance-and-operations>.

- c. **Section IV** of this document includes all Shared Expenses. Overall, Shared Expenses are increasing by \$5,073,942 or 7.0%.

A summary table of Shared Expenses is shown below:

Shared Expenses	FY2025 Appropriated	FY2026 Recommended Budget	\$ Change	% Change
Contributory Retirement	\$ 10,743,076	\$ 11,521,504	\$ 778,428	7.25 %
Employee Benefits	\$ 37,478,895	\$ 41,147,189	\$ 3,668,294	9.79 %
Unemployment	\$ 200,000	\$ 200,000	\$ —	— %
Workers Compensation	\$ 500,000	\$ 500,000	\$ —	— %
Property & Liability Insurance	\$ 1,140,800	\$ 1,277,696	\$ 136,896	12.00 %
Uninsured Losses	\$ 200,000	\$ 200,000	\$ —	— %
Solar Producer Payments	\$ 390,000	\$ 390,000	\$ —	— %
Within-Levy Debt Service*	\$ 6,123,352	\$ 5,983,068	\$ (140,284)	(2.29) %
Reserve Fund	\$ 850,000	\$ 850,000	\$ —	— %
Facilities Department	\$ 14,565,854	\$ 15,189,172	\$ 623,318	4.28 %
Refuse & Recycle (School & Muni)	\$ 104,839	\$ 112,128	\$ 7,290	6.95 %
Total	\$ 72,296,815	\$ 77,370,757	\$ 5,073,942	7.02 %

*This is gross within-levy debt service, excluding any use of the Capital Stabilization Fund and other reserve accounts.

- d. **Sections V to X** of this document include the recommended budgets for each municipal department. Municipal department managers initially submit level-service budget requests. A level-service budget is defined as the funds necessary to replicate the current service levels and to meet all legal requirements, including collective bargaining agreements and state or federal mandates. Any increases proposed beyond level-service are shown in each departmental budget as Program Improvement Requests (PIRs) submitted by the department manager for evaluation by the Town Manager. A full list of FY2026 Program Improvements Requests is available in Appendix A.

The following table provides a summary of the FY2025 to FY2026 municipal department budget requests, as adjusted and recommended by the Town Manager:

Municipal Budgets*	FY2025 Appropriated	FY2026 Recommended Budget	\$ Change	% Change
Public Works	\$ 13,085,106	\$ 13,971,800	\$ 886,693	6.8%
Police	\$ 9,536,323	\$ 9,745,978	\$ 209,655	2.2%
Fire	\$ 9,289,900	\$ 9,458,988	\$ 169,088	1.8%
Library	\$ 3,460,565	\$ 3,691,461	\$ 230,896	6.7%
Human Services	\$ 1,513,939	\$ 1,703,597	\$ 189,658	12.5%
Health	\$ 545,148	\$ 561,024	\$ 15,876	2.9%
Land Use Department	\$ 2,442,606	\$ 2,465,236	\$ 22,630	0.9%
Select Board	\$ 1,388,634	\$ 1,439,529	\$ 50,895	3.7%
Town Manager	\$ 1,664,840	\$ 1,609,722	\$ (55,119)	(3.3)%
Salary Adjustment Account	\$ 294,179	\$ —	\$ (294,179)	(100.0)%
Town Committees	\$ 72,910	\$ 73,120	\$ 210	0.3%
Finance	\$ 2,172,178	\$ 2,206,218	\$ 34,040	1.6%
Town Clerk	\$ 680,819	\$ 692,479	\$ 11,660	1.7%
Innovation & Technology	\$ 3,124,175	\$ 3,376,124	\$ 251,949	8.1%
Total	\$ 49,271,323	\$ 50,995,275	\$1,723,953	3.5%

Municipal Program Improvement Requests (PIRs) - In addition to a level service budget, department managers will submit requests for Program Improvements during each annual budget cycle and the Town Manager will recommend approval of programs based on priority and available funding. While FY2026 revenues are expected to increase modestly, the increase in costs for existing programs and contracts has resulted in little to no funding for discretionary program improvements in FY2026.

The following list highlights key program improvements for the FY2026 budget as recommended by the Town Manager:

1. Ongoing contractual services for **Solar Systems Maintenance; \$20,000** in Shared Expenses. The Town now owns several rooftop and canopy solar installations at municipal and school properties. Annual inspections through an outside contractor will be required to properly maintain and repair these systems. Energy generated through town-owned solar systems is used to offset the cost of electricity for school and municipal buildings.
2. One-time funding of contractual services for **Tree Removal and Pruning; \$200,000**. The Forestry division has inventoried all trees in the town right-of-way and has identified high-risk dead trees to be removed that pose a risk and injury liability to the Town. This project is requested to be funded by Free Cash in FY2026.
3. One-time funding of consulting services for a **Water and Sewer Rate Study; \$50,000**. This study will review the Town's current tiered rate structure and will advise on a new rate structure that will allow the Town to migrate to quarterly billing. This project is requested to be split funded between the Water and Sewer Enterprise Funds.
4. One-time funding for **Drainage Improvements at Pine Meadows Golf Course; \$80,000**. This request will fund supplies, equipment, and labor for a maintenance plan to reduce water retention on the first and second fairways. This project is requested to be funded by the Recreation Enterprise Fund.

5. One-time funding for **Solar Assessments** of municipal and public parking lots; **\$24,000**. Solar feasibility studies will be completed at six parking lots that are expected to be repaved in upcoming years. Assessing solar feasibility will allow the Departments of Public Works and Public Facilities to coordinate capital planning efforts to align paving and solar installation to advance sustainability goals and generate revenue/offset energy costs. This project is requested to be funded by Free Cash.

Future Budget Considerations

- In FY2025 the Town started participation in the **Federal Elective Pay** tax incentive program through the Inflation Reduction Act of 2022. This program allows the Town to partly recoup the cost of our investment in renewable energy projects, including solar installation and purchase of electric vehicles. The availability of rebates through this program in future years is contingent on the Federal Administration maintaining the program, which is currently authorized through FY2031. If this program continues the Town may consider policies or guidelines for this revenue stream.
- The FY2024 Annual Town Meeting approved new zoning amendments to comply with the Commonwealth of Massachusetts' **MBTA Communities Act**. Town Management is currently conducting a study to determine the impact of residential development on municipal services, including school enrollment, public safety needs, traffic and infrastructure, health and human services, etc. This study will consider new revenue generated by these residential development as well as the marginal operating and capital costs that may be generated by the increase in housing and/or population. This zoning change and associated development does not impact the FY2026 budget, but new development and the pace at which it occurs may have an impact on revenue and expenditures in future fiscal years.
- In 2023 the Town Manager recommended, and Town Meeting voted, to create a **Refuse Collection Revolving Fund** which was intended to generate a fee for collection and disposal of bulky items and white goods. After further discussion and consideration the Select Board chose not to implement a fee for this service during FY2024 or FY2025. For FY2026 the cost for collection and disposal of these large items remains in the Town's Refuse Collection General Fund budget at no additional cost to the user. Additional information about the Town's Refuse Collection and Recycling programs can be found in Section V: Program 3400 - Environmental Services.
- Over the last several years Town management has explored creating a **Stormwater Enterprise Fund** to be funded by a Stormwater Management Fee. Stormwater management is an important local, state and national concern, and stormwater enterprises allow municipalities to better assign the cost to maintain such systems (e.g. culvert repair or environmental protection) to the parties most responsible for stressing such systems (e.g. buildings and/or campuses with considerable impervious surface or stormwater generation/discharge). The Town is expending approximately \$3.5 million annually as part of the capital and operating budgets to improve and maintain drainage townwide, to comply with Environmental Protection Agency (EPA)'s stormwater regulations including the National Pollution Discharge Elimination system (NPDES) permit and Municipal Separated Storm Sewer System (MS4) permit.

The establishment of the new Enterprise fund has been put on hold as the EPA's regulations evolve and until they issue the next round of regulations. A draft permit was issued in November 2024 and is open for comment through February 20, 2025. The EPA will evaluate and respond to all comments and a final permit is expected to be issued in late calendar year

2025 or early calendar year 2026. Once issued staff will assess requirements of the permit and whether or not Stormwater capital requirements can be managed within the existing budget. If the new permit requirements result in an expansion of the Town's Stormwater management program, costs may increase rapidly and the Town may reconsider the proposal for a Stormwater Enterprise Fund.

This Page Intentionally Left Blank.



Proposed Appropriations Into Reserves/Trust Funds

The Town maintains a variety of reserve funds. This includes stabilization funds that can be used to balance the budget in times of economic downturn or volatility (General Stabilization Fund, Special Education (SPED) Stabilization Fund); Specialized Stabilization funds that can be used for specific purposes (Capital Stabilization Fund); Other Post Employment Benefits (OPEB) and Pension funds to cover future liabilities; and a General Fund reserve (\$850,000) which is set aside in the operating budget for extraordinary and unforeseen expenses within the fiscal year and can be allocated at the recommendation of the Appropriation Committee.

As in prior years, the proposed budget includes recommendations to increase certain reserves/trusts that are for targeted purposes. The table below presents the current balance of the Town's primary reserve funds:

Reserve Fund	General Stabilization	Special Education Stabilization	Special Education Reserve Fund	Other Post Employment Benefits (OPEB)	Capital Stabilization
Balance as of December 31, 2024	\$10,748,401	\$1,259,859	\$750,000	\$37,933,022	\$41,842,190

Special Education Reserve Fund - In FY2024 Town Meeting created a new Special Education Reserve Fund and set aside \$750,000 for unexpected expenses related to special education, out-of-district tuition or transportation. This funding can be allocated at the recommendation of the School Committee and the Select Board at any point during the fiscal year. Unspent funds will carry forward into future fiscal years. To date this reserve has not been utilized, however the School Department continues to experience increasing special education needs. This recommended budget includes an additional \$700,000 be allocated to this reserve in FY2026 which may cover unexpected expenses.

OPEB Trust Fund - The purpose of this Trust fund is to continue to fund the Town's Retiree Health Insurance Liability. The Town's most recent actuarial valuation calculated the net OPEB liability to be approximately \$242 million and which a current fund balance of \$37,933,022 the liability is approximately 16% funded. This budget recommends \$2,087,029 be appropriated into the OPEB Trust for FY2026.

Recent Appropriations into the Other Post Employment Benefits (OPEB) Trust Fund

FY2020 Appropriated	FY2021 Appropriated	FY2022 Appropriated	FY2023 Appropriated	FY2024 Appropriated	FY2025 Appropriated	FY2026 Recommended
\$1,885,486	\$750,000	\$1,885,486	\$1,935,486	\$1,985,486	\$2,035,486	\$2,087,029

Capital Stabilization Fund (CSF) - Over the last ten years the Town completed a significant number of large capital projects, including a new Hastings Elementary School, a new facility for the Lexington Children's Place (LCP), a new Fire Station Headquarters, a new Visitors Center, new Cemetery building, new Police Station and the Center Streetscape and Battle Green Streetscape projects. Over the last two years Town Meeting approved funding for a feasibility study and design funds for Lexington High School. Construction funding for a new LHS is included in this FY2026 budget with a Town Meeting vote in Fall of 2025.

A key aspect for funding these projects has been to set aside one-time revenues to build the Capital Stabilization Fund (CSF) and then use a portion of the CSF in future budgets to materially reduce the property tax impact of these projects on taxpayers. This approach has generated healthy balances in the CSF, which have been successfully used to mitigate the impact of the Hastings School, LCP, Fire

Headquarters, and Police Station. A Fiscal Guideline Working Group was formed to review this approach and propose updates, which resulted in a new fiscal framework for the CSF.

At the fiscal summits in 2021, policy makers endorsed a new fiscal framework to dedicate to the CSF the new tax levy growth generated from projects approved at Town Meeting for a Preliminary Site Development and Use Plan (PSDUP), as well as for many of the new projects approved under the revised zoning on Hartwell Avenue. The recommended FY2026 set aside of \$6,563,050 can be found in Table 1A of the Revenue section.

The accumulated CSF balance will be available to either mitigate annual increases in debt service, or fund projects with cash. Once new exempt debt for the high school comes due, the ongoing annual revenue stream can be diverted to cover part of the debt service payments. Each of those approaches allows for flexibility in capital planning and reduces dramatic impacts to taxpayers anticipated from the high school construction project. In addition, one-time revenues may be dedicated to the CSF, as available during the annual budget process.

Below is a history use of the Capital Stabilization Fund to mitigate the property tax impact of the projects noted above, as well as the two middle school additions/renovations and the elementary school modular classrooms approved by the voters in May 2016.

Capital Stabilization Fund (CSF)	FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Actual	FY2025 Appropriated	FY2026 Recommended Allocation
Prior Year Balance	\$ 25,229,254	\$ 20,674,058	\$ 21,730,961	\$ 27,330,886	\$ 32,769,537	\$ 41,842,190
Appropriated One-Time Sources for CSF	\$ —	\$ 3,730,836	\$ 3,784,689	\$ 396,145	\$ 1,836,122	\$ —
Dedicated Tax Levy Growth for CSF	\$ —	\$ 57,138	\$ 1,733,137	\$ 4,036,373	\$ 6,563,050	\$ 6,563,050
Investment Income*	\$ 44,804	\$ 68,929	\$ 882,099	\$1,506,133	\$673,481	TBD
Subtotal - Available for Appropriation	\$ 25,274,058	\$ 24,530,961	\$ 28,130,886	\$ 33,269,537	\$ 41,842,190	\$ 48,405,240
Appropriation From Stabilization Fund:						
Excluded Debt Service Tax Relief	\$ 4,600,000	\$ 2,800,000	\$ 800,000	\$ 500,000	\$ —	\$ —
Within Levy Debt Service	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Subtotal	\$ 4,600,000	\$ 2,800,000	\$ 800,000	\$ 500,000	\$ —	\$ —
Ending Fund Balance	\$ 20,674,058	\$ 21,730,961	\$ 27,330,886	\$ 32,769,537	\$ 41,842,190	\$ 48,405,240

*FY2025 Investment Income reflects 12/31/2024 Balance

Capital Budget (Section XI)

The proposed capital budget continues to make important progress in addressing the Town’s list of planned capital projects. The capital budget recommendations include \$687 million for a variety of capital projects for FY2026.

Capital Requests Summary					
	Free Cash/ Tax Levy	Other Funding Sources	Debt	Total	Other**
General Fund	\$ 21,506,173	\$ —	\$ —	\$ 21,506,173	\$ —
Excluded Debt Projects***	\$ —	\$ —	\$ 654,000,000	\$ 654,000,000	\$ —
Other Funding & Chapter 90	\$ —	\$ 18,043	\$ —	\$ 18,043	\$ 964,592
Water Enterprise	\$ —	\$ 2,634,440	\$ —	\$ 2,634,440	\$ —
Sewer Enterprise	\$ —	\$ 1,409,931	\$ —	\$ 1,409,931	\$ —
Recreation Enterprise	\$ —	\$ 70,000	\$ —	\$ 70,000	\$ —
Compost Revolving Fund	\$ —	\$ —	\$ —	\$ —	\$ —
Community Preservation Act*	\$ —	\$ 7,495,844	\$ —	\$ 7,495,844	\$ —
Total (all Funds)	\$ 21,506,173	\$ 11,628,258	\$ 654,000,000	\$ 687,134,431	\$ 964,592

*Includes both Town and non-Town CPA funded projects. In FY2026 a total of \$3,551,940 of non-Town projects are requested.

**Other represents Chapter 90 Aid for street improvements. This item does not require a Town Meeting appropriation.

***In FY2026 excluded debt represents the proposed construction funding for Lexington High School.

A New Lexington High School

The Town continues to plan for a large-scale reconstruction of Lexington High School. Special Town Meeting 2022-2 appropriated \$1,825,000 for a Feasibility Study for this project and the FY2025 Town Meeting appropriated \$10,000,000 to advance the project through the Schematic Design Phase. Current estimates approximate the construction will cost \$654,000,000, which is requested in the FY2026 budget. This request is included in the Excluded Debt column of the table above as a townwide debt exclusion vote is anticipated to occur in late 2025.

Detailed information about the Lexington High School construction timing, location, design, cost estimates, public engagement, committee meetings and frequently asked questions are all available on the School Building Project website at: www.lhsproject.lexingtonma.org.

Other large or notable projects included in the FY2026 Capital Budget are highlighted below.

- **Central Administration Building Demolition** - This request for **\$3,550,000** is to demolish the Central Administration Building at 146 Maple Street. School offices are planned to move temporarily into the renovated 173 Bedford Street, and eventually into the new Lexington High School. As the high school construction project will create a temporary shortage of playing fields, the Recreation Department could construct up to three fields at this site once the building is demolished.
- **Park Improvements - Athletic Fields - \$3,197,904** is budgeted to construct new athletic fields at 146 Maple Street, the current location of the LPS Central Administration Building. This project is contingent upon the Lexington Public Schools administrative offices being relocated as described above. The design for this new field complex is currently underway and will consider natural grass and synthetic field surfaces, parking, lighting and other amenities.

- **Lincoln Park Field Improvements** - This request for **\$1,950,000** will conduct an end-of-life synthetic turf replacement and reconstruction of athletic Field #3 at Lincoln Park. The project includes removal of the existing surface and installation of new turf. Work may also include walkways, seating, storage, improved lighting, player benches, scorers table, netting, scoreboard, and landscaping.
- **Replacement Pumper Truck** - This request for **\$1,100,000** is to replace the department's 2004 reserve pumper truck. This pumper was originally slated to be replaced in FY2023 but the purchase was deferred as the 2007 pumper was a priority replacement due to significant deterioration.
- **Affordable Housing Trust (AHT) Funding** - This request for **\$3,000,000** is to fund the Lexington Affordable Housing Trust (AHT) from the Town's Community Preservation Act (CPA) funds. The AHT helps facilitate the acquisition and maintenance of affordable housing units in Lexington. The Trust has greater flexibility in the timing of allocating funds than other municipal funding sources which allows for more opportunities to purchase property and engage with developers in the real estate market.

The Town's full FY2026 Capital Plan and additional information on these projects may be found in Section XI: Capital Investment of this Preliminary Budget.

Fiscal Guidelines and Other Considerations

The Town has set aggressive guidelines for addressing our long-term capital needs and funding of the Town's long-term liabilities. The following policy items are incorporated into this FY2026 Preliminary Budget are to be reaffirmed or addressed by the Select Board prior to being finalized:

- **Dedicate New Tax Levy Growth to the Capital Stabilization Fund (CSF)** - Whether to support the future transfers of new tax levy growth into the CSF. The FY2026 recommended transfer is \$6,563,050. This dedicated revenue is anticipated to be applied in future budgets to offset the debt service from the new Lexington High School.
- **Expand Use of Cash Capital** - (Free Cash and Tax Levy) - For FY2026, a total of \$17,792,946 in Free Cash is recommended to fund capital items with cash rather than by issuing debt, thereby reducing future debt service expenses. For FY2026 all capital projects (which the exception of the LHS project) are recommend with cash financing. Further, this budget proposes to allocate \$750,000 of tax levy to support ongoing capital programs. Funding a portion of the Town's ongoing capital programs with tax levy will allow the town to maintain its assets if lower amounts of Free Cash are available in future years.
- **Deferred Capital Projects** - In FY2026 \$4,310,096 in requested capital projects were deferred to future budget cycles, as the total amount of requested projects exceeded the cash funding available. Deferring a few select projects allows the Town to avoid increases in debt, and slightly increases unallocated cash that may be held for unanticipated needs, or to fund capital programs in future years. A list of deferred projects and the 5-year capital plan can be found in Section XI: Capital Investment of this Preliminary Budget.
- **Continue to evaluate the multi-phased reorganization of Town assets** - This recommended budget includes \$3.5 million for the demolition of the School Administration Building at 146 Maple Street and \$3.2 million for construction of new athletic fields on that site. These are both contingent upon the School Administration moving to temporary space at 173 Bedford Street, and eventually to a permanent space in the new Lexington High School.

The original requested budget for the athletic field project was \$6.2 million, of which \$4.2 million was requested from CPA funds. The CPA recommendation was reduced to \$1.2 million due to lack of available funds. The design of the athletic fields and public engagement is currently underway, and it is uncertain if the \$3.2 million budget will be sufficient to cover the full scope of the recommended project. Alternate scope and timing may need to be considered as this project evolves.

- **Ongoing strategy for funding capital projects for the Recreation Enterprise Fund** - Historically the primary funding source for Recreation capital projects has been the Community Preservation Fund (CPA), with some targeted funding from Recreation Enterprise Retained Earnings (primarily for the Pine Meadows Golf Course), and in certain cases support from the General Fund. Given the limited funds available from CPA, and in particular with the increasing demand for affordable housing, there may not be sufficient funds to support the Recreation Committee's 5-year capital plan as requested. The Town may want to identify clear guidelines for funding these Enterprise fund projects when CPA funds are unavailable in the future.
- **Appropriate into the Other Post-Employment Benefits (OPEB) Trust Fund** - Whether to support the appropriation of \$2,083,375 into the OPEB Trust Fund. The most recent actuarial valuation calculated Town's total OPEB liability to be approximately \$242 million. Continuing to

fund this liability will help ensure the Town is able to meet its future financial obligations related to post-employment health insurance.

- **Unallocated Revenues for Contingencies** - The recommended budget includes \$1,603,333 in unallocated revenues sourced from Free Cash (a one-time revenue source) and can be allocated if needed for three primary purposes:
 1. To balance the budget if State Aid is less than projected. The Legislature is not expected to approve the FY2026 State budget until after the conclusion of Town Meeting;
 2. To fund programs, services, capital projects or reserves not currently proposed in this Preliminary Budget; and/or
 3. To balance the budget if the GIC health insurance premiums are greater than estimated. The Town's actual health insurance rates, as established by the Group Insurance Commission (GIC), will not be known until early March.
- **Reduce/Eliminate the Use of Free Cash to Balance the General Fund Operating Budget** - The Government Finance Officers Association (GFOA) recommends against using non-recurring revenues to balance the operating budget. The Town used Free Cash to support operations for many years, and in FY2019 management began a phase-out of this practice over a 5-year period which was subsequently completed in FY2023. As currently proposed, the FY2026 budget includes no funding from free cash to support ongoing operations.
- **Appropriate from the Capital Stabilization Fund** - As of December 31, 2024 the Capital Stabilization Fund had an approximate balance of \$42 million which has been set-aside to mitigate the impact of excluded debt projects on the taxpayer. For FY2026 there is no request to draw from the Capital Stabilization Fund to mitigate excluded debt service.









In future years the Town will need to revisit the use of this fund to determine the best strategy for offsetting the cost of the Lexington High School construction project. Funds may continue to be drawn down over a period of years to offset debt service, or they may be drawn down in lump-sum amounts to fund parts of the project with cash. Town Staff will continue to model the impact of this project and potential mitigation options as the design and cost projections are refined.

Budget Schedule

This is a comprehensive budget, including both the Town Manager's recommendations and the Superintendent of School's proposed budget. In keeping with the schedule established by the Select Board, the remaining FY2026 budget dates are proposed to be the following:

- **January 30, 2025** - Summit III to review this Preliminary budget;
- **February 14, 2025** - Select Board to vote recommended FY2026 budget as outlined in the Program Summary;
- **On or before February 25, 2025** - The recommended budget will be forwarded, electronically, to the Appropriation Committee, Capital Expenditures Committee and Town Meeting Members (printed copies to follow);
- **March 24, 2025** - Town Meeting begins;
- **On or before March 26, 2025** - Town Meeting may consider financial articles.

FY2026 Budget Process

	July	August	September	October	November	December	January	February	March	April	May	June
Elections												
Town Meeting												
Town Manager												
Summit												
Select Board												
School Cmte.												

Calendar Year 2024
Calendar Year 2025

Important Dates

<p>August 2024 Issuance of Capital and Operating Budget Guidelines</p> <p>September 2024  Budget Summit I - Review FY2024 results Town Manager Review of Capital Budget Requests</p> <p>October 2024 Town Manager Review of Operating Budget Requests</p> <p>November-December 2024  Special Town Meeting  Budget Summit II - Financial Indicators & Projections Municipal Budget Presentations for Select Board</p>	<p>January 2025  Submittal of Superintendent's Recommended Budget to SC  Submittal of Manager's Recommended Budget to Select Board School Committee Hearings on Budget Budget Summit III - Review of Town Manager's Preliminary Budget</p> <p>February 2025  Select Board Vote on FY2026 Recommended Budget FY2026 Recommended Budget submitted to Town Meeting</p> <p>March 2025  Municipal Election Town Meeting Commences  Budget Presentations by Town Manager and Superintendent  Town Meeting Begins Budget Deliberations</p>	<p>January 21</p> <p>January 24</p> <p>January 28</p> <p>January 30</p> <p>February 14</p> <p>February 25</p> <p>March 3</p> <p>March 24</p> <p>March 26</p> <p>March 26</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This Page Intentionally Left Blank.



Section I Budget Overview

Town of Lexington, MA

Summary of Revenues and Expenditures

The summary below shows revenues & expenditures for the Town of Lexington for FY2023-FY2026. It reflects actual results of FY2023 and FY2024, FY2025 estimated revenues and budgeted expenditures submitted to the Department of Revenue for the certification of the FY2025 tax rate, and the budget recommendations of the Town Manager and School Superintendent for FY2026 budget and projected revenues to support those recommendations.

Revenue Summary	FY2023 Actual	FY2024 Actual	FY2025 Recap	FY2026 Projected
Tax Levy	\$ 216,187,221	\$ 227,334,427	\$ 239,713,640	\$ 249,002,213
State Aid	\$ 17,095,119	\$ 19,695,534	\$ 20,451,907	\$ 21,022,716
Local Receipts	\$ 23,992,007	\$ 25,615,431	\$ 16,209,388	\$ 17,039,873
Available Funds	\$ 17,643,280	\$ 17,328,584	\$ 17,280,345	\$ 24,514,859
Revenue Offsets	\$ (1,831,259)	\$ (1,813,993)	\$ (1,953,708)	\$ (2,360,640)
Enterprise Funds (Indirect)	\$ 1,805,613	\$ 1,894,067	\$ 1,873,817	\$ 1,935,189
Total General Fund	\$ 274,891,982	\$ 290,054,050	\$ 293,575,389	\$ 311,154,211
General Fund Expenditure Summary				
Education				
Lexington Public Schools	\$ 128,254,447	\$ 134,730,244	\$ 140,508,367	\$ 146,033,333
Minuteman Regional School	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312
<i>Subtotal Education</i>	<i>\$ 131,478,345</i>	<i>\$ 138,232,221</i>	<i>\$ 143,914,762</i>	<i>\$ 149,639,645</i>
Municipal Departments	\$ 43,386,500	\$ 45,441,426	\$ 49,271,323	\$ 50,995,275
Shared Expenses				
Benefits & Insurance	\$ 40,827,320	\$ 42,879,870	\$ 48,921,971	\$ 53,368,693
Property Insurance & Solar	\$ 1,473,156	\$ 1,568,348	\$ 1,730,800	\$ 1,867,696
Debt (within-levy)	\$ 7,168,480	\$ 6,557,717	\$ 6,123,352	\$ 5,983,068
Reserve Fund	\$ —	\$ —	\$ 850,000	\$ 850,000
Facilities	\$ 11,865,374	\$ 14,129,513	\$ 14,565,854	\$ 15,189,172
Refuse & Recycle (School & Muni)	\$ —	\$ —	\$ 104,839	\$ 112,128
<i>Subtotal Shared Expenses</i>	<i>\$ 61,334,329</i>	<i>\$ 65,135,447</i>	<i>\$ 72,296,815</i>	<i>\$ 77,370,757</i>
Capital				
Cash Capital (designated)	\$ 14,251,037	\$ 16,342,464	\$ 16,875,899	\$ 21,524,216
<i>Subtotal Capital</i>	<i>\$ 14,251,037</i>	<i>\$ 16,342,464</i>	<i>\$ 16,875,899</i>	<i>\$ 21,524,216</i>
Other				
Other (allocated)	\$ 8,282,271	\$ 8,106,841	\$ 11,216,591	\$ 10,020,984
Other (unallocated)	\$ —	\$ —	\$ —	\$ 1,603,333
<i>Subtotal Other</i>	<i>\$ 8,282,271</i>	<i>\$ 8,106,841</i>	<i>\$ 11,216,591</i>	<i>\$ 11,624,317</i>
Total General Fund	\$ 258,732,481	\$ 273,258,399	\$ 293,575,390	\$ 311,154,210
General Fund Surplus/(Deficit)	\$ 16,159,500	\$ 16,795,651	\$ —	\$ —

Section I Budget Overview

Town of Lexington, MA

Program Summary		A	B	C	X	Y	D	E (D-C)	F (E/C)
Element	Description	FY2023 Actual	FY2024 Actual	FY2025 Restated	FY2026 Request	FY2026 Add/Delete	FY2026 Recommended	Change \$	Change %
Operating Budget - General Fund Expenses									
<u>Program 1000: Education</u>									
	1100 Lexington Public Schools	\$ 128,254,447	\$ 134,730,244	\$ 140,508,367	\$ 146,033,333	\$ —	\$ 146,033,333	\$ 5,524,966	3.93 %
	1200 Regional High School	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312	\$ —	\$ 3,606,312	\$ 199,917	5.87 %
	Total Education	\$ 131,478,345	\$ 138,232,221	\$ 143,914,762	\$ 149,639,645	\$ —	\$ 149,639,645	\$ 5,724,883	3.98 %
<u>Program 2000: Shared Expenses</u>									
	2110 Contributory Retirement	\$ 9,219,250	\$ 9,984,800	\$ 10,743,076	\$ 11,521,504	\$ —	\$ 11,521,504	\$ 778,428	7.25 %
	2130 Employee Benefits (Health/Dental/Life/Medicare)	\$ 30,864,222	\$ 32,345,834	\$ 37,478,895	\$ 41,147,189	\$ —	\$ 41,147,189	\$ 3,668,294	9.79 %
	2140 Unemployment	\$ 118,848	\$ 49,236	\$ 200,000	\$ 200,000	\$ —	\$ 200,000	\$ —	— %
	2150 Workers' Comp.* (MGL Ch.40:13A&13C, Ch.41:111F)	\$ 625,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ —	\$ 500,000	\$ —	— %
	<i>Subtotal 2100 Benefits</i>	<i>\$ 40,827,320</i>	<i>\$ 42,879,870</i>	<i>\$ 48,921,971</i>	<i>\$ 53,368,693</i>	<i>\$ —</i>	<i>\$ 53,368,693</i>	<i>\$ 4,446,722</i>	<i>9.09 %</i>
	2210 Property & Liability Insurance	\$ 932,619	\$ 1,016,845	\$ 1,140,800	\$ 1,277,696	\$ —	\$ 1,277,696	\$ 136,896	12.00 %
	2220 Uninsured Losses* (MGL Ch. 40, Sec. 13)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ —	\$ 200,000	\$ —	— %
	<i>Subtotal 2200 Property & Liability Insurance</i>	<i>\$ 1,132,619</i>	<i>\$ 1,216,845</i>	<i>\$ 1,340,800</i>	<i>\$ 1,477,696</i>	<i>\$ —</i>	<i>\$ 1,477,696</i>	<i>\$ 136,896</i>	<i>10.21 %</i>
	2310 Solar Producer Payments	\$ 340,537	\$ 351,503	\$ 390,000	\$ 390,000	\$ —	\$ 390,000	\$ —	— %
	<i>Subtotal 2300 Solar Producer Payments</i>	<i>\$ 340,537</i>	<i>\$ 351,503</i>	<i>\$ 390,000</i>	<i>\$ 390,000</i>	<i>\$ —</i>	<i>\$ 390,000</i>	<i>\$ —</i>	<i>— %</i>
	2410 Principal on Long Term Debt	\$ 5,274,000	\$ 4,806,800	\$ 4,290,400	\$ 3,895,500	\$ —	\$ 3,895,500	\$ (394,900)	(9.20) %
	2420 Interest on Long Term Debt	\$ 1,217,534	\$ 1,160,782	\$ 1,202,976	\$ 1,288,057	\$ —	\$ 1,288,057	\$ 85,081	7.07 %
	2430 Principal & Interest on Temporary Debt	\$ 676,945	\$ 590,135	\$ 629,976	\$ 799,511	\$ —	\$ 799,511	\$ 169,535	26.91 %
	<i>Subtotal 2400 Debt Services</i>	<i>\$ 7,168,480</i>	<i>\$ 6,557,717</i>	<i>\$ 6,123,352</i>	<i>\$ 5,983,068</i>	<i>\$ —</i>	<i>\$ 5,983,068</i>	<i>\$ (140,284)</i>	<i>(2.29) %</i>
	2510 Reserve Fund	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %
	<i>Subtotal 2500 Reserve Fund</i>	<i>\$ —</i>	<i>\$ —</i>	<i>\$ 850,000</i>	<i>\$ 850,000</i>	<i>\$ —</i>	<i>\$ 850,000</i>	<i>\$ —</i>	<i>— %</i>
	2600 Facilities	\$ 11,865,374	\$ 14,129,513	\$ 14,565,854	\$ 15,169,172	\$ 20,000	\$ 15,189,172	\$ 623,318	4.28 %
	3450 Refuse & Recycle Collection for Municipal & School Buildings	\$ —	\$ —	\$ 104,839	\$ 112,128	\$ —	\$ 112,128	\$ 7,290	6.95 %
	Total Shared Expenses	\$ 61,334,329	\$ 65,135,447	\$ 72,296,815	\$ 77,350,757	\$ 20,000	\$ 77,370,757	\$ 5,073,942	7.02 %

Section I Budget Overview

Town of Lexington, MA

Program Summary		A	B	C	X	Y	D	E (D-C)	F (E/C)
Element	Description	FY2023 Actual	FY2024 Actual	FY2025 Restated	FY2026 Request	FY2026 Add/Delete	FY2026 Recommended	Change \$	Change %
Program 3000: Public Works									
	3100-3500 DPW Personal Services	\$ 4,649,707	\$ 4,883,018	\$ 5,235,820	\$ 5,428,165	\$ —	\$ 5,428,165	\$ 192,345	3.67 %
	3100-3500 DPW Expenses	\$ 6,420,103	\$ 6,677,403	\$ 7,849,286	\$ 8,543,635	\$ —	\$ 8,543,635	\$ 694,348	8.85 %
Total Public Works		\$ 11,069,810	\$ 11,560,421	\$ 13,085,106	\$ 13,971,800	\$ —	\$ 13,971,800	\$ 886,693	6.78 %
Program 4000: Public Safety									
	4100 Law Enforcement Personal Services	\$ 7,486,343	\$ 7,878,682	\$ 8,333,126	\$ 8,464,958	\$ —	\$ 8,464,958	\$ 131,832	1.58 %
	4100 Law Enforcement Expenses	\$ 1,096,264	\$ 1,110,086	\$ 1,203,197	\$ 1,281,020	\$ —	\$ 1,281,020	\$ 77,823	6.47 %
<i>Subtotal 4100 Law Enforcement</i>		<i>\$ 8,582,607</i>	<i>\$ 8,988,768</i>	<i>\$ 9,536,323</i>	<i>\$ 9,745,978</i>	<i>\$ —</i>	<i>\$ 9,745,978</i>	<i>\$ 209,655</i>	<i>2.20 %</i>
	4200 Fire Personal Services	\$ 7,278,612	\$ 8,313,040	\$ 8,402,956	\$ 8,480,645	\$ —	\$ 8,480,645	\$ 77,689	0.92 %
	4200 Fire Expenses	\$ 829,373	\$ 655,984	\$ 886,944	\$ 978,343	\$ —	\$ 978,343	\$ 91,399	10.30 %
<i>Subtotal 4200 EMS/Fire</i>		<i>\$ 8,107,985</i>	<i>\$ 8,969,024</i>	<i>\$ 9,289,900</i>	<i>\$ 9,458,988</i>	<i>\$ —</i>	<i>\$ 9,458,988</i>	<i>\$ 169,088</i>	<i>1.82 %</i>
Total Public Safety		\$ 16,690,592	\$ 17,957,792	\$ 18,826,223	\$ 19,204,966	\$ —	\$ 19,204,966	\$ 378,743	2.01 %
Program 5000: Culture & Recreation									
	5100 Library Personal Services	\$ 2,650,088	\$ 2,720,515	\$ 2,748,471	\$ 2,950,596	\$ —	\$ 2,950,596	\$ 202,125	7.35 %
	5100 Library Expenses	\$ 679,883	\$ 660,036	\$ 712,094	\$ 740,865	\$ —	\$ 740,865	\$ 28,771	4.04 %
Total Culture & Recreation		\$ 3,329,971	\$ 3,380,551	\$ 3,460,565	\$ 3,691,461	\$ —	\$ 3,691,461	\$ 230,896	6.67 %
Program 6000: Human Services and Health									
	6100-6200 Human Services Personal Services	\$ 682,484	\$ 688,752	\$ 750,616	\$ 753,284	\$ —	\$ 753,284	\$ 2,668	0.36 %
	6100-6200 Human Services Expenses	\$ 794,731	\$ 850,437	\$ 763,323	\$ 950,313	\$ —	\$ 950,313	\$ 186,990	24.50 %
<i>Subtotal 6100-6200 Human Services</i>		<i>\$ 1,477,215</i>	<i>\$ 1,539,190</i>	<i>\$ 1,513,939</i>	<i>\$ 1,703,597</i>	<i>\$ —</i>	<i>\$ 1,703,597</i>	<i>\$ 189,658</i>	<i>12.53 %</i>
	6500 Health Personal Services	\$ 355,674	\$ 435,477	\$ 458,098	\$ 473,524	\$ —	\$ 473,524	\$ 15,426	3.37 %
	6500 Health Expenses	\$ 49,004	\$ 46,988	\$ 87,050	\$ 87,500	\$ —	\$ 87,500	\$ 450	0.52 %
<i>Subtotal 6500 Health</i>		<i>\$ 404,679</i>	<i>\$ 482,465</i>	<i>\$ 545,148</i>	<i>\$ 561,024</i>	<i>\$ —</i>	<i>\$ 561,024</i>	<i>\$ 15,876</i>	<i>2.91 %</i>
Total Human Services and Health		\$ 1,881,893	\$ 2,021,655	\$ 2,059,087	\$ 2,264,621	\$ —	\$ 2,264,621	\$ 205,534	9.98 %

Section I Budget Overview

Town of Lexington, MA

Program Summary		A	B	C	X	Y	D	E	F
		FY2023	FY2024	FY2025	FY2026	FY2026	FY2026	(D-C)	(E/C)
Element	Description	Actual	Actual	Restated	Request	Add/Delete	Recommended	Change \$	Change %
Program 7000: Land Use, Housing and Development (LUHD) Department									
	7100-7400 LUHD Dept. Personal Services	\$ 1,863,837	\$ 1,872,366	\$ 2,055,655	\$ 2,034,845	\$ —	\$ 2,034,845	\$ (20,810)	(1.01) %
	7100-7400 LUHD Dept. Expenses	\$ 303,629	\$ 311,235	\$ 386,951	\$ 430,391	\$ —	\$ 430,391	\$ 43,440	11.23 %
Total Land Use, Housing & Development Dept.		\$ 2,167,466	\$ 2,183,601	\$ 2,442,606	\$ 2,465,236	\$ —	\$ 2,465,236	\$ 22,630	0.93 %
Program 8000: General Government									
	8110 Select Board Personal Services	\$ 144,276	\$ 150,237	\$ 156,709	\$ 155,071	\$ —	\$ 155,071	\$ (1,638)	(1.05) %
	8110 Select Board Expenses	\$ 82,676	\$ 78,450	\$ 128,013	\$ 131,013	\$ —	\$ 131,013	\$ 3,000	2.34 %
	8120 Legal	\$ 331,829	\$ 473,669	\$ 375,000	\$ 375,000	\$ —	\$ 375,000	\$ —	— %
	8130 Town Report	\$ 12,766	\$ 12,562	\$ 13,688	\$ 13,688	\$ —	\$ 13,688	\$ —	— %
	8140 PEG Access	\$ 655,680	\$ 626,292	\$ 715,224	\$ 764,757	\$ —	\$ 764,757	\$ 49,533	6.93 %
<i>Subtotal 8100 Select Board</i>		<i>\$ 1,227,227</i>	<i>\$ 1,341,210</i>	<i>\$ 1,388,634</i>	<i>\$ 1,439,529</i>	<i>\$ —</i>	<i>\$ 1,439,529</i>	<i>\$ 50,895</i>	<i>3.67 %</i>
	8210-8220 Town Manager Personal Services	\$ 968,492	\$ 1,038,807	\$ 1,129,878	\$ 1,262,525	\$ (47,613)	\$ 1,214,912	\$ 85,034	7.53 %
	8210-8220 Town Manager Expenses	\$ 170,167	\$ 264,969	\$ 534,962	\$ 394,810	\$ —	\$ 394,810	\$ (140,152)	(26.20) %
	8230 Salary Transfer Account* (MGL Ch.40, Sec 13D)	\$ 826,422	\$ 725,300	\$ 294,179	\$ —	\$ —	\$ —	\$ (294,179)	(100.00) %
<i>Subtotal 8200 Town Manager</i>		<i>\$ 1,965,081</i>	<i>\$ 2,029,076</i>	<i>\$ 1,959,019</i>	<i>\$ 1,657,335</i>	<i>\$ (47,613)</i>	<i>\$ 1,609,722</i>	<i>\$ (349,298)</i>	<i>(17.83) %</i>
	8310 Financial Committees	\$ 451	\$ 363	\$ 8,676	\$ 8,820	\$ —	\$ 8,820	\$ 144	1.66 %
	8320 Misc. Boards and Committees	\$ 5,996	\$ 5,999	\$ 10,500	\$ 10,500	\$ —	\$ 10,500	\$ —	— %
	8330 Town Celebrations Committee	\$ 50,998	\$ 45,423	\$ 53,734	\$ 53,800	\$ —	\$ 53,800	\$ 66	0.1 %
<i>Subtotal 8300 Town Committees</i>		<i>\$ 57,446</i>	<i>\$ 51,785</i>	<i>\$ 72,910</i>	<i>\$ 73,120</i>	<i>\$ —</i>	<i>\$ 73,120</i>	<i>\$ 210</i>	<i>0.3 %</i>
	8400 Finance Personal Services	\$ 1,486,805	\$ 1,585,167	\$ 1,636,918	\$ 1,685,728	\$ —	\$ 1,685,728	\$ 48,810	2.98 %
	8400 Finance Expenses	\$ 449,047	\$ 366,468	\$ 535,260	\$ 520,490	\$ —	\$ 520,490	\$ (14,770)	(2.76) %
<i>Subtotal 8400 Finance</i>		<i>\$ 1,935,851</i>	<i>\$ 1,951,635</i>	<i>\$ 2,172,178</i>	<i>\$ 2,206,218</i>	<i>\$ —</i>	<i>\$ 2,206,218</i>	<i>\$ 34,040</i>	<i>1.57 %</i>
	8500 Town Clerk Personal Services	\$ 433,848	\$ 427,108	\$ 554,770	\$ 562,029	\$ —	\$ 562,029	\$ 7,259	1.31 %
	8500 Town Clerk Expenses	\$ 137,732	\$ 119,349	\$ 126,049	\$ 130,450	\$ —	\$ 130,450	\$ 4,401	3.49 %
<i>Subtotal 8500 Town Clerk</i>		<i>\$ 571,581</i>	<i>\$ 546,457</i>	<i>\$ 680,819</i>	<i>\$ 692,479</i>	<i>\$ —</i>	<i>\$ 692,479</i>	<i>\$ 11,660</i>	<i>1.71 %</i>
	8600 IT Personal Services	\$ 849,519	\$ 814,311	\$ 851,591	\$ 867,726	\$ —	\$ 867,726	\$ 16,135	1.89 %
	8600 IT Expenses	\$ 1,640,064	\$ 1,602,931	\$ 2,272,584	\$ 2,508,398	\$ —	\$ 2,508,398	\$ 235,814	10.38 %
<i>Subtotal 8600 Innovation & Technology</i>		<i>\$ 2,489,583</i>	<i>\$ 2,417,243</i>	<i>\$ 3,124,175</i>	<i>\$ 3,376,124</i>	<i>\$ —</i>	<i>\$ 3,376,124</i>	<i>\$ 251,949</i>	<i>8.06 %</i>
Total General Government		\$ 8,246,768	\$ 8,337,406	\$ 9,397,735	\$ 9,444,805	\$ (47,613)	\$ 9,397,192	\$ (543)	(0.01) %
Total Municipal		\$ 43,386,500	\$ 45,441,426	\$ 49,271,323	\$ 51,042,889	\$ (47,613)	\$ 50,995,275	\$ 1,723,953	3.50 %

Section I Budget Overview

Town of Lexington, MA

Program Summary		A	B	C	X	Y	D	E (D-C)	F (E/C)
Element	Description	FY2023 Actual	FY2024 Actual	FY2025 Restated	FY2026 Request	FY2026 Add/Delete	FY2026 Recommended	Change \$	Change %
<u>Operating Department Summary</u>									
	Education Operating	\$ 131,478,345	\$ 138,232,221	\$ 143,914,762	\$ 149,639,645	\$ —	\$ 149,639,645	\$ 5,724,883	3.98 %
	Shared Expenses	\$ 61,334,329	\$ 65,135,447	\$ 72,296,815	\$ 77,350,757	\$ 20,000	\$ 77,370,757	\$ 5,073,942	7.02 %
	Municipal Operating	\$ 43,386,500	\$ 45,441,426	\$ 49,271,323	\$ 51,042,889	\$ (47,613)	\$ 50,995,275	\$ 1,723,953	3.50 %
		\$ 236,199,174	\$ 248,809,094	\$ 265,482,900	\$ 278,033,291	\$ (27,613)	\$ 278,005,678	\$ 12,522,778	4.72 %
Capital									
	Capital Requests (Cash-GF, Prior Bond Auth., BAN Premiums)	\$ 11,049,906	\$ 13,299,438	\$ 13,769,689	\$ 18,542,946	\$ —	\$ 18,542,946	\$ 4,773,257	34.66 %
	Non-General Fund Capital Requests	\$ 311,824	\$ 129,685	\$ 168,234	\$ 18,043	\$ —	\$ 18,043	\$ (150,191)	(89.28) %
	Building Envelope & Systems Set-Aside	\$ 219,540	\$ 225,029	\$ 230,655	\$ 236,421	\$ —	\$ 236,421	\$ 5,766	2.50 %
	Streets Set-Aside	\$ 2,669,767	\$ 2,688,312	\$ 2,707,321	\$ 2,726,806	\$ —	\$ 2,726,806	\$ 19,485	0.72 %
	Total Capital	\$ 14,251,037	\$ 16,342,464	\$ 16,875,899	\$ 21,524,216	\$ —	\$ 21,524,216	\$ 4,648,317	27.54 %
Other									
	Unallocated	\$ —	\$ —	\$ —	\$ 1,603,333	\$ —	\$ 1,603,333	\$ 1,603,333	— %
	Set-Aside for Unanticipated Current FY Needs	\$ —	\$ —	\$ —	\$ 200,000	\$ —	\$ 200,000	\$ 200,000	— %
	Special Education Stabilization Fund	\$ —	\$ 500,000	\$ —	\$ —	\$ —	\$ —	\$ —	— %
	Special Education Reserve Fund	\$ —	\$ 750,000	\$ —	\$ 700,000	\$ —	\$ 700,000	\$ 700,000	— %
	General Fund Support for Recreation & Community Programs (Transfer to Article 5, ATM)	\$ 242,790	\$ 256,675	\$ 272,708	\$ 254,213	\$ —	\$ 254,213	\$ (18,495)	(6.78) %
	Tax Levy Dedicated to Capital Stabilization Fund	\$ 1,733,137	\$ 4,036,373	\$ 6,563,050	\$ 6,563,050	\$ —	\$ 6,563,050	\$ —	— %
	Allocated to Capital Stabilization Fund	\$ 3,784,689	\$ 396,145	\$ 1,836,112	\$ —	\$ —	\$ —	\$ (1,836,112)	(100.0) %
	Transfer to the Transportation Demand Management (TDM) Stab. Fund from Tax Levy	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
	Senior Service Program	\$ 15,000	\$ —	\$ 15,000	\$ —	\$ —	\$ —	\$ (15,000)	(100.0) %
	Climate Action Plan	\$ 50,570	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
	Vision for Lexington Townwide Survey	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
	OPEB Trust Fund***	\$ 1,929,721	\$ 1,979,721	\$ 2,029,721	\$ 2,079,721	\$ —	\$ 2,079,721	\$ 50,000	2.46 %
	Warrant Articles	\$ 526,364	\$ 187,927	\$ 500,000	\$ 24,000	\$ —	\$ 24,000	\$ (476,000)	(95.2) %
	Total Other Articles	\$ 8,282,271	\$ 8,106,841	\$ 11,216,591	\$ 11,624,317	\$ —	\$ 11,624,317	\$ 407,726	3.64 %
	General Fund Total	\$ 258,732,481	\$ 273,258,399	\$ 293,575,390	\$ 311,181,824	\$ (27,613)	\$ 311,154,210	\$ 17,578,820	5.99 %

Line-Items marked with an asterisk () will be presented at Town Meeting as Continuing Balance accounts.

**The FY2023 Actual and FY2024 Appropriations for Minuteman Regional High School have been adjusted to reflect the actual assessments for those years, rather than the timing of actual payments.

***Reflects the OPEB funding from General Fund sources; additional amounts will be appropriated from the Water and Wastewater Enterprise funds, as detailed in those budget sections.

This Page Intentionally Left Blank.



Section II: Revenues

This section includes detailed information about FY2026 Projected Revenues. It includes:

- General Fund Revenue Description II-3

This Page Intentionally Left Blank.



Revenue Highlights

Estimation of next year's revenue is the basis for developing the operating budget every fiscal year. Staff develop projected using a variety of sources and methods which are presented to Budget Summit participants each November. A detailed projection of all the Town's revenues from Summit II can be found on the Finance Department website at www.lexingtonma.gov/2250/2026-Budget.

The summary below presents Total General Fund Operating Revenues and Net General Fund Revenues. General Fund Operating Revenues include all revenues projected as available for use in FY2026.

- Total General Fund Operating Revenues are from annually recurring and non-recurring sources, including transfers from special revenue funds and Specialized Stabilization Funds.
- Net General Fund Revenues are Total General Fund Revenues less revenues recommended to be set-aside to fund designated expenses such as capital programs and reserves. Set-asides are predominately designated from non-recurring revenue sources, but may also be partly from the tax levy.

In FY2026, Total General Fund Operating Revenues are projected to increase by approximately \$17.49 million, or 6.0%. Net General Fund Revenues, those available to support school, municipal and shared operating budgets, are projected to increase by \$12.43 million, or 4.7%. The increase in set-asides is primarily from free cash set-aside for capital projects and reserves.

General Fund Revenue Summary	FY2023 Actual	FY2024 Actual	FY2025 Recap	FY2026 Projected	FY2025-26 Change	
					\$	%
Property Tax Levy (Table 1)	\$ 216,187,221	\$ 227,334,427	\$ 239,807,037	\$ 249,002,213	\$ 9,195,176	3.83%
State Aid (Table 2)	\$ 17,095,119	\$ 19,695,534	\$ 20,451,907	\$ 21,022,716	\$ 570,809	2.79%
Local Receipts (Table 3)	\$ 23,992,007	\$ 25,615,431	\$ 16,209,388	\$ 17,039,873	\$ 830,485	5.12%
Available Funds (Table 4)	\$ 17,643,280	\$ 17,328,584	\$ 17,280,345	\$ 24,514,859	\$ 7,234,514	41.87%
Revenue Offsets (Table 5)	\$ (1,831,259)	\$ (1,813,993)	\$ (1,953,708)	\$ (2,360,640)	\$ (406,932)	20.83%
Enterprise Receipts (Table 6)	\$ 1,805,613	\$ 1,894,067	\$ 1,873,817	\$ 1,935,189	\$ 61,372	3.28%
Total General Fund Operating Revenues	\$274,891,982	\$290,054,050	\$293,668,786	\$311,154,210	\$17,485,424	5.95%
Less - Tax Levy Dedicated to Capital Stabilization Fund	\$ 1,733,137	\$ 4,036,373	\$ 6,563,050	\$ 6,563,050	\$ —	—%
Less: Revenues Set-Aside for Other Designated Purposes	\$ 19,450,814	\$ 20,412,932	\$ 21,529,442	\$ 26,585,483	\$ 5,056,041	23.48%
Net General Fund Revenues	\$253,708,031	\$265,604,745	\$265,576,294	\$278,005,678	\$12,429,383	4.68%

Section II Revenues

Town of Lexington, Massachusetts

The following table presents a detailed breakout and trend of the Town's revenue sources:

Revenue Summary						
Table 1: Property Tax Levy	FY2023 Actual	FY2024 Actual	FY2025 Recap	FY2026 Projected	FY2025-26 Change	
					\$	%
Tax Levy	\$ 204,256,773	\$ 216,220,071	\$ 227,348,851	\$ 239,807,037	\$ 12,458,187	5.48%
Prop. 2.5%	\$ 5,106,419	\$ 5,405,502	\$ 5,683,721	\$ 5,995,176	\$ 311,455	5.48%
New Growth	\$ 6,856,879	\$ 5,723,278	\$ 6,774,465	\$ 3,200,000	\$ (3,574,465)	(52.76)%
Override/Excess Levy Capacity	\$ (32,849)	\$ (14,424)	\$ (93,397)	NA		
Subtotal	\$ 216,187,221	\$ 227,334,427	\$ 239,713,640	\$ 249,002,213	\$ 9,288,573	3.87%
Table 2: State Aid						
Chapter 70	\$ 15,063,127	\$ 17,609,131	\$ 18,321,635	\$ 18,830,060	\$ 508,425	2.77%
Charter School Reimbursement	\$ 60,734	\$ 87,520	\$ 73,653	\$ 73,653	\$ —	—%
Unrestricted General Government Aid	\$ 1,775,314	\$ 1,832,124	\$ 1,887,088	\$ 1,924,830	\$ 37,742	2.00%
Veterans' Benefits & Exemptions	\$ 118,316	\$ 83,921	\$ 78,213	\$ 99,659	\$ 21,446	27.42%
Offsets (Library)	\$ 77,628	\$ 82,838	\$ 91,318	\$ 94,514	\$ 3,196	3.50%
Subtotal	\$ 17,095,119	\$ 19,695,534	\$ 20,451,907	\$ 21,022,716	\$ 570,809	2.79%
Table 3: Local Receipts						
Motor Vehicle Excise Tax	\$ 5,846,393	\$ 6,143,335	\$ 5,601,396	\$ 5,773,000	\$ 171,604	3.06%
Other Excise	\$ 1,683,396	\$ 1,982,929	\$ 1,528,000	\$ 1,832,000	\$ 304,000	19.90%
Penalties & Interest	\$ 413,104	\$ 479,253	\$ 380,500	\$ 492,000	\$ 111,500	29.30%
PILOTS	\$ 709,774	\$ 731,519	\$ 744,000	\$ 762,000	\$ 18,000	2.42%
Rentals	\$ 319,837	\$ 479,390	\$ 338,184	\$ 352,623	\$ 14,439	4.27%
Departmental-Schools	\$ 550,130	\$ 475,325	\$ 348,500	\$ 300,000	\$ (48,500)	(13.92)%
Departmental-Municipal	\$ 3,245,975	\$ 3,629,754	\$ 2,965,525	\$ 3,395,950	\$ 430,425	14.51%
Licenses & Permits	\$ 5,840,007	\$ 3,226,256	\$ 3,194,850	\$ 3,016,300	\$ (178,550)	(5.59)%
Special Assessments	\$ 13,531	\$ 10,370	\$ 10,433	\$ —	\$ (10,433)	(100.00)%
Fines & Forfeits	\$ 111,594	\$ 172,123	\$ 98,000	\$ 116,000	\$ 18,000	18.37%
Investment Income	\$ 4,401,414	\$ 7,825,208	\$ 1,000,000	\$ 1,000,000	\$ —	—%
Miscellaneous Non-Recurring	\$ 856,853	\$ 459,968	\$ —	\$ —	\$ —	—%
Subtotal	\$ 23,992,007	\$ 25,615,431	\$ 16,209,388	\$ 17,039,873	\$ 830,485	5.12%
Table 4: Available Funds						
Parking Fund	\$ —	\$ 100,000	\$ 250,000	\$ 425,500	\$ 175,500	70.20%
Cemetery Sale of Lots Fund	\$ 16,125	\$ 50,408	\$ 123,000	\$ 151,875	\$ 28,875	23.48%
Free Cash	\$ 15,519,832	\$ 15,919,159	\$ 15,838,627	\$ 23,000,000	\$ 7,161,373	45.21%
Health Claims Trust Fund	\$ 750,000	\$ 240,000	\$ 32,270	\$ —	\$ (32,270)	(100.00)%
Transportation Demand Management Stab. Fund	\$ 141,000	\$ 171,000	\$ 171,000	\$ 171,000	\$ —	—%
Traffic Mitigation Stabilization Fund	\$ 240,000	\$ 80,000	\$ —	\$ —	\$ —	—%
Transportation Management Overlay District (TMOD) Stabilization Fund	\$ 65,000	\$ 42,000	\$ —	\$ —	\$ —	—%
Center Improvement District Stabilization Fund	\$ —	\$ —	\$ —	\$ —	\$ —	—%
PEG Access Special Revenue Fund	\$ 637,576	\$ 586,833	\$ 646,214	\$ 596,441	\$ (49,773)	(7.70)%
Transportation Network Company (TNC) Special Revenue Fund	\$ 6,824	\$ 7,684	\$ 13,234	\$ 18,043	\$ 4,809	36.34%
Betterments Fund	\$ —	\$ 11,500	\$ 1,000	\$ 2,000	\$ 1,000	100.00%
Visitors Center Stabilization Fund	\$ —	\$ 50,000	\$ 50,000	\$ 50,000	\$ —	—
Special Education Stabilization Fund	\$ —	\$ —	\$ —	\$ —	\$ —	—%
Special Education Reserve Fund	\$ —	\$ —	\$ —	\$ —	\$ —	—%
Balances from Prior Yr. Capital Articles	\$ 266,923	\$ —	\$ —	\$ —	\$ —	—%
Use of BAN Premiums	\$ —	\$ 70,000	\$ 30,000	\$ —	\$ (30,000)	(100.00)%
Subtotal	\$ 17,643,280	\$ 17,328,584	\$ 17,280,345	\$ 24,514,859	\$ 7,234,514	41.87%
Table 5: Revenue Offsets						
Cherry Sheet Assessments	\$ (1,003,631)	\$ (981,462)	\$ (1,112,390)	\$ (1,116,126)	\$ (3,736)	0.34%
Cherry Sheet Offsets - Public Libraries	\$ (77,628)	\$ (82,531)	\$ (91,318)	\$ (94,514)	\$ (3,196)	3.50%
Overlay (abatements)	\$ (750,000)	\$ (750,000)	\$ (750,000)	\$ (750,000)	\$ —	—%
Snow Deficit	\$ —	\$ —	\$ —	\$ (400,000)	\$ (400,000)	—
Subtotal	\$ (1,831,259)	\$ (1,813,993)	\$ (1,953,708)	\$ (2,360,640)	\$ (406,932)	20.83%

Table 6: Enterprise Receipts						
Water	\$ 977,093	\$ 1,011,340	\$ 968,301	\$ 1,002,244	\$ 33,943	3.51%
Wastewater (Sewer)	\$ 542,416	\$ 588,040	\$ 596,525	\$ 614,684	\$ 18,159	3.04%
Recreation & Community Programs	\$ 286,104	\$ 294,687	\$ 308,991	\$ 318,261	\$ 9,270	3.00%
Subtotal	\$ 1,805,613	\$ 1,894,067	\$ 1,873,817	\$ 1,935,189	\$ 61,372	3.28%
Gross General Fund Revenues	\$ 274,891,982	\$ 290,054,050	\$ 293,575,389	\$ 311,154,210	\$17,578,821	5.99%
Less: Property Tax Levy Dedicated to the Capital Stabilization Fund						
1050 Waltham St.	\$ 1,252,291	\$ 2,353,956	\$ 2,353,956	\$ 2,353,956	\$ —	—%
186 Bedford St.	\$ 24,488	\$ 34,373	\$ 87,980	\$ 87,980	\$ —	—%
55 Watertown St.	\$ 399,220	\$ 569,117	\$ 604,804	\$ 604,804	\$ —	—%
440 Bedford St.	\$ —	\$ 164,207	\$ 2,658,727	\$ 2,658,727	\$ —	—%
20 Maguire Rd.	\$ —	\$ 857,582	\$ 857,582	\$ 857,582	\$ —	—%
Subtotal	\$ 1,675,999	\$ 3,979,235	\$ 6,563,050	\$ 6,563,050	\$ —	—%
Less: Other Revenues Set Aside for Designated Expenses	\$ 19,450,814	\$ 20,470,070	\$ 21,529,442	\$ 26,585,483	\$ 5,056,041	23.48%
Total Revenues Set Aside for Designated Expenses	\$ 21,126,813	\$ 24,449,305	\$ 28,092,492	\$ 33,148,533	\$ 5,056,041	18.00%
Net General Fund Revenues Available for Appropriation	\$ 253,708,031	\$ 265,604,745	\$ 265,482,897	\$ 278,005,678	\$12,522,780	4.72%

Revenue Assumptions

Property Tax Levy: The FY2026 property tax levy is projected to increase approximately \$9.20 million, or 3.83%. The projected levy is a function of the FY2025 levy limit increased by 2.5% per Proposition 2½, plus an increment for new growth. FY2026 new growth will be a function of construction activity for the period July 1, 2024 to June 30, 2025. FY2026 new growth is estimated at \$3,200,000 based on a review of historical data on new growth.

State Aid: The majority of the Town's State Aid is attributable to Chapter 70 School Aid, but also includes Unrestricted General Government Aid (UGGA). The amount of State Aid received by the Town will vary annually due to the amount of projected State revenues. Chapter 70 School Aid is further allocated according to a formula defined by the Massachusetts Department of Elementary and Secondary Education (DESE).

For FY2026 the Town expects to receive the minimum increase in initial Chapter 70 State Aid, or \$75 per student, and an approximate 2.2% increase in UGGA, both as proposed in the Governor's budget. FY2026 initial State Aid estimates project an overall increase of \$570,809 or 2.79% compared to FY2025. Final State Aid figures are likely to be known in June 2025 when the Legislature adopts, and the Governor signs, the FY2026 State budget.

Local Receipts: FY2026 projections for each category of receipt are based on the history of actual collections and projections of 3- and 5-year historical averages, with some adjustments due to other local trends such as increases in fees, local development activity, and current interest rates. FY2026 local receipts are estimated to increase by approximately \$830,485 or 5.12% over FY2025 estimates.

The FY2026 increase in local receipts is attributable to projected increases in Motor Vehicle Excise of \$171,604, an increase in Jet Fuel excise receipts of \$183,000, and Hotel/Motel excise receipts \$102,000 (both under Other Excise), Ambulance Fees \$250,000 and Net Metering Credit of \$150,000 (both under Municipal- Departmental fees).

Available Funds: Available Funds are projected to increase \$7,234,514, or 41.87%. The increase in available funds is primarily due to a projected increase in Free Cash, estimated at \$23,000,000 as of June 30, 2024, and increases in transfers from the Parking Fund. The certification of Free Cash is pending review and approval by the Department of Revenue as of publication, however final amounts

should be known before the budget is voted. Free Cash is significantly higher than in prior years, mainly due to the closeout of \$2.5 million of encumbered funds from prior year budgets, and the receipt of reimbursement for several state grants that were previously in a deficit.

The available balance of the Parking Meter Fund decreased significantly from FY2021-2023 due to the temporary suspension of parking meter enforcement during the pandemic and Center Streetscape project in order to support local businesses. The Town has resumed enforcement of parking fees which is beginning to rebuild the balance in the Parking Fund. A transfer of \$425,500 from the Parking Fund has been included in the FY2026 budget to support parking operations.

The transfer from the PEG Access fund is equal to the total estimated budget for that service, less \$200,000 which represents a general fund subsidy. This FY2026 subsidy is increased from \$100,000 in FY2025, and is projected to increase again in future years due to a decline in cable franchise fees as residents move from cable to streaming platforms. The Select Board has committed to funding Public Access television and providing General Fund support for this service in future budget cycles if necessary to maintain the service.

Revenue Offsets: Revenue Offsets are projected to increase by approximately \$406,932 or 20.83%. Revenue Offsets represent the set-aside of a portion of projected revenues legally required for particular purposes including:

- (1) the component of State Aid (Public Library aid reimbursement) that is distributed as Cherry Sheet Aid, but, in fact, is a categorical grant that is not available to support General Fund operations;
- (2) Cherry Sheet assessments - estimated charges to be levied by the Commonwealth to cover the costs of state and regional services provided to the Town, based on updated projections issued alongside the Governor's budget;
- (3) the Assessor's Overlay account which covers the cost of abatements and exemptions granted to property taxpayers; and
- (4) potential snow and ice deficits.

The FY2026 increase in total Revenue Offsets is driven by the set-aside of \$400,000 in estimated FY2026 revenue to cover a potential snow and ice deficit at the end of FY2025.

Enterprise Receipts: This category of revenue represents transfers from the Water, Sewer and Recreation Enterprise Funds to the General Fund to cover General Fund expenditures that support the operations of the water, sewer and recreation departments. Overall Enterprise Receipts are increasing by 3.3%, or \$61,372, primarily due to changes in benefits and liability insurance costs as supported by a detailed indirect analysis completed by the Finance department.

Tax Levy Dedicated to Capital Stabilization Fund: In Fall 2021 the Town Manager proposed a new fiscal guideline, a Capital Stabilization Framework, to prepare for future capital projects. Beginning in FY2022, new levy growth generated from specified commercial and industrial development will be dedicated to the Capital Stabilization Fund (CSF) rather than becoming general revenue for the town's operating budget. Projects include those with a Preliminary Site Development and Use Plan (PSDUP) approved by Town Meeting, or those eligible for development due to new zoning changes on Hartwell Ave. This framework reserves levy capacity to absorb a sudden increase in debt service for large capital projects such as the new Lexington High School. The funds set-aside into the Capital Stabilization Fund can also be applied in future years to mitigate exempt debt service created by those capital projects. A list of properties currently subject to this guideline is found in the table above.

Revenues Set Aside for Other Designated Expenses: This represents components of Gross General Fund Revenues that are set aside for designated purposes. Set-asides are predominately designated from non-recurring revenue sources, such as Free Cash, but may also include set-asides from the tax levy.

The proposed set-aside purposes are shown in the table below. As of publication Free Cash as of June 30, 2024 has not been certified by the Department of Revenue, and the \$23 million in the table below is the Town's estimated value. Final Free Cash will be certified before the budget is finalized.

		Financing Sources			Total	Notes
		Tax Levy	Free Cash	Other		
1	Set-Aside for Unanticipated Current Fiscal Year Needs	\$ —	\$ 200,000	\$ —	\$ 200,000	Reserve for appropriation at the 2025 Annual Town Meeting to fund supplemental appropriations to the FY2026 (current year) budget.
2	Other Post-Employment Benefits (OPEB)	\$ —	\$ 2,079,721	\$ —	\$ 2,079,721	Appropriate to OPEB Trust.
3	Unallocated	\$ —	\$ 1,603,333	\$ —	\$ 1,603,333	Set aside for yet-to-be identified one-time needs in the FY2026 budget.
4	Special Education Reserve Fund	\$ —	\$ 700,000	\$ —	\$ 700,000	Special Education Reserve
5	One-time Municipal Expenses	\$ —	\$ 200,000	\$ —	\$ 200,000	One-time set aside for tree removal
6	Cash Capital	\$ 750,000	\$ 17,792,946	\$ 18,043	\$ 18,560,989	Free Cash, Tax Levy and other available funds to support capital improvements.
7	Appropriate into Capital Stabilization Fund	\$ 6,563,050	\$ —	\$ —	\$ 6,563,050	To meet future capital/debt service needs.
8	Street Improvement Program	\$ 2,726,806	\$ —	\$ —	\$ 2,726,806	Tax Levy designated for long-term street maintenance plan.
9	Municipal Building Envelope and Systems	\$ 236,421	\$ —	\$ —	\$ 236,421	Initially funded in 2006 override; increases by 2.5% per year.
10	Warrant Articles	\$ —	\$ 24,000	\$ —	\$ 24,000	Solar Canopy Feasibility Study (\$24K)
11	Subtotal	\$10,276,277	\$ 22,600,000	\$ 18,043	\$ 32,894,320	
12	Funding for New Pension Schedule	\$ —	\$ 400,000	\$ —	\$ 400,000	Amount of incremental increase in the updated Pension Funding schedule will continue to be supported with Free Cash in FY2025.
13	Grand Total	\$10,276,277	\$23,000,000	\$ 18,043	\$33,294,320	

This Page Intentionally Left Blank.



Section III: Program 1000: Education

This section includes detailed information about the FY2026 Operating Budget & Financing Plan for education. It includes:

- 1100 Lexington Public Schools III-2
- 1200 Minuteman Regional High School III-18

This Page Intentionally Left Blank.



FY2026 Superintendent's Preliminary Recommended Budget

BUDGET OVERVIEW

Superintendent's Budget Message.....	2
Strategic Plan.....	4
Our Core Values.....	4
Vision Statement.....	4
Strategic Goals.....	4
Budget Development Process.....	8
Budget Timeline.....	8
Superintendent's Recommended Budget.....	9
Negotiated Salary Increases.....	10
Budget Overview.....	10
Summary of Significant Budget Changes.....	12
FY2026 Personnel Overview.....	12
FY2026 Expense Overview by School/Department.....	13
Student Enrollment Summary.....	14
Revenue Allocation Model.....	15
State Benchmark Comparisons.....	17

Note: The Superintendent's Preliminary Recommended Budget will be updated before adoption to incorporate additional State Aid from the Governor's FY2026 budget proposal.

Superintendent's Budget Message

January 13, 2025

Dear School Committee Members, Elected Officials, and Lexington Residents:

One need not look far to understand the budgetary pressures Lexington Public Schools is facing. Student needs are rising, statewide educator contracts are more costly, and post-pandemic expenses for goods and services have increased significantly. Many [neighboring towns](#) have had to seek operating overrides in the past three years, with some requesting a second override just three years after passing their first.

We are doing everything that we can to avoid an operating override in Lexington. We are mindful of the potential for a new high school and do not want to overburden taxpayers. In collaboration with Town officials, we are working to anticipate the financial pressures driving increasing costs on multiple fronts, along with potential funding sources. We are carefully examining and revising our budget and engaging a third-party consultant to conduct an audit and identify potential cost savings and efficiencies. These proactive measures will help us find new and improved ways to control costs while delivering a high-quality education to all of Lexington's children.

Staff, boards, and committees have worked hard to keep Lexington financially sound through the years. Maintaining a level services budget typically costs more than available revenues. While the FY2026 budget requests are modest, we will be unable to fund approximately \$1.1M for additional staff requests, and we rejected approximately \$209K in requests for additional instructional materials.

Lexington Public Schools has had a history of healthy turnbacks to the Town in recent years, but that practice is unlikely to continue. We have controlled spending to generate annual turnbacks, and the amount we can return to the Town is also directly proportional to the amount we are given. As we work to address the complex needs of our students and contend with increases in expenses and decreases in allocations, we will need to do more with less.

The total FY2026 appropriation for the Lexington Public Schools is \$145,930,585, representing a 3.86% increase over the FY2025 base budget. The table that follows summarizes the history of LPS appropriated percentage increases in the past five years.

5-Year History of LPS Percent Increases to Base Budget	
Fiscal Year	Appropriated % Increase
FY2026	3.9%
FY2025	4.16%
FY2024	5.21% (initially 3.9%)
FY2023	4.39%
FY2022	3.77%

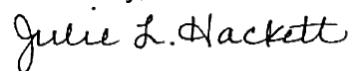
Therefore, to present a balanced budget to the Budget Summit, in addition to substantially increasing the use of the Circuit Breaker Fund Balance, we identified approximately \$3.5M in reductions to cover the combined shortfall, including:

- Further reductions to the “high risk” list after a similar reduction in FY2025 (\$1.2M)
- Reduce professional development lines (\$200,000)
- Reduce expense lines by approximately 10-25% (\$800,000)
- Consolidate administrative jobs to free up 2 FTE (\$220,000)
- Consolidate elementary and middle school classrooms to free up 12 FTE (\$1,049,500)
- Increase the use of the transportation revolving account (up to +\$150,000)

Some of the proposed reductions represent actions that LPS takes yearly; others are newer approaches to balancing the budget. As we have in years past, we do not plan to fill soon-to-be-vacated administrative positions, and we are consolidating the responsibilities of administrators, which will create annual savings. Similarly, we are consolidating elementary and middle school classrooms and teaching teams where appropriate, a practice we undertake every year. We have increased our use of Circuit Breaker and decreased our “high risk” list (for the second year), compromising our budgetary safety nets. And next year, there will be fewer professional learning opportunities, materials, and supplies for students and staff. Balancing the FY2026 budget also requires an increased reliance on transportation enterprise funds.

But budgeting isn’t just about setting limits; it’s also about making the things that inspire us possible. Our FY2026 LPS Budget includes continued funding for many teaching and learning opportunities that are second to none, and those will continue. We are proud of what we can offer thanks to our community’s generous and ongoing support. With a new high school on the horizon, we recognize the implications for taxpayers. We will continue to do all we can to control spending and provide our students with what they need to succeed. We are deeply grateful for your support and look forward to sharing our students’ educational journey with you in the upcoming year!

Sincerely,



Julie L. Hackett, Ed.D.
Superintendent of Schools

Organizational

Strategic Plan

The [Strategic Plan of the Lexington Public Schools, 2019–2029](#), identifies the following mission statement, core values, vision statement, and strategic goals for the district:

Mission Statement

Joy in learning; curiosity in life; and compassion in all we do.

Our Core Values

- We all Belong
- Use Your Mind
- Be Curious & Have Fun
- Care for Yourself & Others
- Do Your Part
- Be Courageous
- Embrace Your Revolutionary Spirit

Vision Statement

- Diversity, Equity, Inclusion
- Redefining Success
- Students as Active Agents
- Authentic Learning Experiences
- Community Partnership

Strategic Goals

- **Goal 1: Address and Narrow Equity Gaps**—Identify, address, and narrow equity gaps in student opportunities, experiences, and achievement, ensuring the meaningful inclusion and integration of every member of our school community.
- **Goal 2: Redefine Success**—Transform our practices, systems, and structures to reflect a broader definition of success for our students, staff, and schools, including new measures of student achievement that extend beyond academics to include the knowledge, skills, and attributes students need to be prepared for the future and content in life.
- **Goal 3: Cultivate Student Agency**—Cultivate student agency and a sense of self-efficacy by ensuring that all our PreK–12 students’ educational experiences place them at the center of their learning; consistently revisit our curriculum, instruction, assessment, and professional learning practices to (1) ensure relevancy and student voice; (2) to teach students to set their own meaningful goals; (3) to value productive struggle as they work toward them; and (4) to reflect and monitor their progress toward attaining those goals.
- **Goal 4: Innovate for Sustainable Change**—Refine and improve our school- and districtwide practices, systems, and structures related to managing innovation and promoting lasting change. We will develop clear decision-making structures and communication methods to prevent initiative overload and enable us to more consistently scale up promising practices.

Budget Development Process

Annually, the administration develops its capital and operating budgets, which begin July 1 and end June 30. This highly collaborative and public process engages the School Committee, the Select Board, the Appropriation Committee, the Capital Expenditures Committee, municipal and school staff, and citizens. The employees of the Finance Office are responsible for coordinating, developing, and monitoring the budget process. Each year, the School Committee develops its annual goals, budget guidelines, and budget calendar. These provide the administration with the roadmap to develop the recommended annual budget. The Superintendent is tasked with developing a budget that advances the district in accordance with the outlined policy objectives. The School Committee is responsible for reviewing and approving the budget for incorporation within the complete Town budget.

Budget Timeline

Summer: School Committee and Superintendent establish Collaborative Goals.

Early Fall: School Committee approves annual Budget Guidelines and Calendar.

Fall: Staff develop budget recommendations.

Late Fall/Early Winter: All departments meet with the Assistant Superintendent for Finance and Operations to review existing staffing levels, budget priorities, and anticipated budget requests. During this time, a series of working Summit Meetings, including the School Committee, the Select Board, the Appropriation Committee, and the Capital Expenditures Committee are conducted to discuss the current financial health of the Town, along with any budgetary issues. This process provides policy guidance to the municipal and school staff in finalizing budget recommendations. The Superintendent, in consultation with the Assistant Superintendent for Finance and Operations and the School Department's Administrative Council, reviews budget requests and makes recommendations for all school programs to the School Committee. After public hearings on the Superintendent's Budget Recommendations, the School Committee makes final budget decisions consistent with their Collaborative Goals.

Early Spring: Before Town Meeting members discuss financial articles, the approved budget of the School Committee is distributed to Town Meeting Members and the various finance committees. The document is available to citizens at the School Department's Central Office, the Town Library, and the Town Manager's Office. In addition, the budget documents are publicly available on the Lexington Public Schools website <https://bit.ly/LPSBUDGETPAGES>.

Spring: The Annual Town Meeting begins in March with meetings held on weekday evenings. Town Meeting debates and adopts the School Department budget as part of the comprehensive Town budget. Town Meeting has authority over the total appropriation of school department funds, but line-item authority and spending priorities are the purview of the School Committee.

View the full Lexington Public Schools FY2026 [Budget Guidelines](#) and [Budget Calendar](#).

Superintendent's Recommended Budget

Funding Sources	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Appropriation	FY 2026 Budget Recommended Allocation	Dollar Increase	Percent Increase
Tax Levy	\$122,633,481	\$128,009,947	\$134,644,617	\$140,159,867	\$145,576,585	\$5,416,718	3.86%
Fees & Charges	\$243,500	\$244,500	\$297,500	\$348,500	\$354,000	\$5,500	1.58%
Special Education Stabilization Fund	\$500,000	\$0	\$0	\$0	\$0		
Total Allocation Lexington Public Schools	\$122,876,981	\$128,254,447	\$134,942,117	\$140,508,367	\$145,930,585	\$5,422,218	3.86%
Appropriation Summary	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Appropriation	FY 2026 Superintendent's Budget Recommendation	Dollar Increase	Percent Increase
Salary and Wages	\$101,412,689	\$106,160,982	\$114,299,404	\$120,852,942	\$127,183,816	\$6,330,874	5.24%
Expenses	\$19,456,361	\$19,007,077	\$19,902,943	\$19,655,425	\$18,746,769	-\$908,656	-4.62%
Total	\$120,869,050	\$125,168,059	\$134,202,347	\$140,508,367	\$145,930,585	\$5,422,218	3.86%
Special Education Stabilization Fund							
Total 1100 Lexington Public Schools	\$120,869,050	\$125,168,059	\$134,202,347	\$140,508,367	\$145,930,585	\$5,422,218	3.86%
* Amounts shown are general fund only and does not reflect spending supported by Labbb Credit,Circuit Breaker Funds, Revolving Funds, or local/state/federal grant funds							
Transfer to Unclassified (Health, Medicare, Workers Comp)							
Total Recommended					\$145,930,585	\$5,422,218	3.86%

In the Annual Town Financial Summit Allocation Model, the School Department received a revenue increase of \$5,422,218 for FY2026, representing a 3.86% increase over the FY2025 Approved Budget. To meet this target, the Superintendent's Recommended Budget for FY2026 is \$145,930,585, reflecting the full \$5,422,218 increase over the FY2025 base budget of \$140,508,367. Notably, this recommendation does not propose any staffing increases beyond current levels and instead includes a reduction in overall staffing.

Salaries and wages continue to comprise the majority of the School Department's budget, accounting for over 87.2% of the total budget, a slight increase from last year's 86%. For FY2026, the salaries and wages line is increasing by \$6,341,999 (5.25%) to fund existing positions and contractual obligations. However, to meet the allocation, this budget requires an overall reduction of 3.67 Full-Time Equivalents (FTEs), raising concerns about maintaining current service levels. Conversely, the expense line is recommended to decrease by \$908,656 (-4.62%) from the FY2025 appropriation. This marks a second consecutive year of significant reductions in the expense budget. The FY2025 Budget already reflected a -10.41% decrease from the FY2024 Budget, amounting to a reduction of approximately \$2.28 million. These ongoing reductions continue to pose challenges as we work to achieve a balanced budget while prioritizing the district's core educational mission.

To address the financial pressures within this budget cycle, we have made strategic reductions across both salary and expense line items. Additionally, we have increased reliance on departmental offset accounts, such as the Circuit Breaker and Transportation Revolving accounts, to mitigate the impact of these reductions. While these offsets provide temporary relief, they are not a sustainable long-term solution and warrant careful consideration in future planning.

We recognize the challenges these budget decisions present to our staff and community. The continued reductions in expense accounts and reliance on offsets underscore the importance of thoughtful fiscal management and strategic planning. We remain committed to providing high-quality educational services while navigating these fiscal constraints.

Negotiated Salary Increases

The FY2026 budget includes funding for estimated wage increases for all collective bargaining units and non-union positions, including step increases and Cost-of-Living Adjustment (COLA), including full salary table modifications. The current status of collective bargaining agreements, corresponding expiration dates, and negotiated adjustments are listed below:

Bargaining Unit	Contract Term	Negotiated Increases
LEA: Unit A	09/01/2023 – 08/31/2026	Effective Sept. 1, 2023: 2.5% Effective Sept. 1, 2024: 2.5% Effective Sept. 1, 2025: 2.75%
LEA: Unit C	09/01/2021 – 08/31/2024	Contract negotiations pending
LEA: Unit D	07/01/2023 – 06/30/2026	Effective July 1, 2023: 3% Effective July 1, 2024: 3% Effective July 1, 2025: 3%
LEA: Tech	07/01/2024 – 06/30/2027	Effective July 1, 2024: 1.75% Effective July 1, 2025: 2.75% Effective July 1, 2026: 2.75%
ALA: Administrators	07/01/2023 – 06/30/2026	Effective Sept. 1, 2023: 2.5% Effective Sept. 1, 2024: 2.5% Effective Sept. 1, 2025: 2.75%

Budget Overview

A summary of all changes in the operating budget follows. We begin with the FY2026 Personnel Overview, which outlines personnel changes represented in four categories:

1. **Base Changes** (e.g., corrections, transfers, reclassifications, eliminated positions, reallocation of current FTE, and removal of one-time/base adjustment expenses)
2. **Legally Mandated Changes** (e.g., contractual changes, FTE required by Individualized Education Program (IEP) or other statutes or regulations)
3. **Enrollment Changes**
4. **Program Improvement Changes**

A list of changes to the expense budgets by category follows. Detailed descriptions of all staffing and expense changes can be found in their respective program area of the budget.

Request Category	Program	Location	Pos Description	FTE Requested	FTE Granted
BASE	K-12 ELL	SYS WD	ELL TEACHER	0.75	0.75
	SPEC ED	BRIDGE	SPEC INST ASST-TLP BL	-0.8	-0.8
	SPEC ED	CLARKE	SPEC INST ASST-ILP	-1.8	-1.8
	SPEC ED	ESTABROOK	SPEC INST ASST 1:1 BL	-0.8	-0.8
	SPEC ED	FISKE	INST ASST	-0.8	-0.8
	SPEC ED	HARRINGTON	SPEC INST ASST - DLP	-0.87	-0.87
	SPEC ED	HASTINGS	SPEC INST ASST-ILP	-0.83	-0.83
	SPEC ED	HASTINGS	INST ASST 1:1	-0.8	-0.8
	ELEM. SCH & MS	ELEM SCHOOLS AND DIAMOND	REDUCE MS TEAMS & ELEMENTARY SECTIONS		-12.0
	COUNSELING	SYS WD	ADMIN ASST	-1	-1
	COUNSELING	SYS WD	COUNSELING DIRECTOR	-1	-1
ENROLLMENT	LHS	LHS	1.0 SS, 1.0 MATH, 1.0 SCIENCE, 1.0 ELA, 0.375 VISUAL ARTS	4.375	0
	SPEC ED	DIAMOND	ADMIN ASSISTANT	0.48	0.48
	TECHNOLOGY	LHS	FIELD TECHNICIAN	0.5	0
	SYS WD	SYS WD	TEACHERS	12	12
	COUNSELING	LHS	LHS COUNSELOR	0.5	0
	6-8 MATH	DIAMOND	MATH SPECIALIST	1	0
	6-8 MATH	DIAMOND	STUDY SKILLS TEACHER	1	0
MANDATE	SPEC ED	BOWMAN	RESOURCE TEACHER	0.5	0.5
	SPEC ED	DIAMOND	OCC THERAPIST	0.3	0.3
	SPEC ED	DIAMOND	RESOURCE TEACHER	1	1
	SPEC ED	LHS	ILP 3 TEACHER	1	1
	COUNSELING	SYS WD (MS)	COUNSELOR	1	1
PROGRAM IMPROVEMENT	K-12 ELL	SYS WD	ELL/SEI COACH	0.5	0
	K-5 MATH	SYS WD (Elem)	MATH INTERVENTION	2	0
	PERFORMING ARTS	SYS WD	TECH DIRECTOR	0.5	0
	PERFORMING ARTS	SYS WD (Elem)	STRINGS TEACHER	0.6	0
	SPEC ED	FI/ESTA	0.25 ART and MUSIC TEACHER	0.5	0
	VISUAL ARTS	SYS WD	ASST COORDINATOR	0.4	0
Grand Total				20.205	-3.67

Summary of Significant Budget Changes

FY2026 Personnel Overview

During the annual budget development process, district leaders, building principals, and department heads submit budgetary requests for the upcoming fiscal year. Throughout October and November, these requests are evaluated and considered as part of the budget planning process. In December, the proposed adjustments are reviewed with the Superintendent in relation to the Town Financial Summit Model Allocation.

For FY2026, budgetary requests reflect a net decrease of 3.67 Full-Time Equivalents (FTEs) across various programs and levels. These FTE adjustments are summarized within categories, as shown in the table below.

FY2026 Salary and Wages Budget Recommendation

Line	Group/BU Description	FY23 FTE (Adj)	FY24 FTE (Adj)	FY25 FTE (Adj)	FY25 Request	FY26 FTE Request	FY26 Request	FTE Request Diff	\$ Change	% Change
1	Unit A - LEA	787.93	816.02	826.00	\$88,420,095	830.55	\$93,146,992	4.55	\$4,726,898	5.35%
2	Unit A - Stipends	-			\$1,034,172	-	\$1,037,651	-	\$3,479	0.34%
3	Unit A - Coaches	-	-	-	\$931,244	-	\$914,484	-	(\$16,760)	-1.80%
4	Unit D - LEA	91.64	95.74	97.86	\$5,548,333	97.34	\$6,335,048	(0.52)	\$786,715	14.18%
5	Non-Union Dis. Supp./Mgrs.	24.45	22.45	20.55	\$2,310,462	19.55	\$1,996,405	(1.00)	(\$314,057)	-13.59%
7	Unit C - Inst Asst/SSI/SIA	202.19	219.32	227.54	\$9,996,715	220.84	\$10,852,399	(6.70)	\$855,684	8.56%
7.1	Non-Union Hourly & ESY	3.00	3.00	2.00	\$833,979	2.00	\$692,982	-	(\$140,997)	-16.91%
8	ABA/BCBA Instructors	5.06	7.00	7.00	\$794,292	7.00	\$826,944	-	\$32,652	4.11%
13	Technology Unit	12.60	12.60	12.60	\$1,011,149	12.60	\$1,075,669	-	\$64,519	6.38%
14	Central Administrators	9.00	9.00	9.00	\$1,672,244	9.00	\$1,738,164	-	\$65,920	3.94%
15	Principals	9.50	9.50	9.50	\$1,668,352	9.50	\$1,730,961	-	\$62,609	3.75%
16	ALA- Asst Prin/Supervisors	44.65	46.45	47.50	\$6,740,911	47.45	\$6,956,248	-	\$215,337	3.19%
17	Substitutes (Per-Diem)				\$825,044	0	\$825,044		\$0	0.00%
17.1	Substitutes (Nurses)				\$15,644	0	\$15,644		\$0	0.00%
18	Substitutes (Para)				\$73,620	0	\$73,620		\$0	0.00%
18.2	Substitutes (Sec)				\$76,688	0	\$76,688		\$0	0.00%
19	Salary Differential				(\$1,100,000)		(\$1,100,000)		\$0	0.00%
Grand Total		1,190.02	1,241.98	1,259.55	\$120,852,942	1,255.88	\$127,183,816	(3.67)	\$6,330,874	5.24%

FY2026 Expense Overview by School/Department

Line	Program	FY25 Budgeted	FY26 Requested	FY26 vs FY25	% Change	Notes
1	Bowman	\$65,152	\$59,364	-\$5,788	-8.88%	(1)
2	Bridge	\$56,861	\$49,598	-\$7,263	-12.77%	(1)
3	Estabrook	\$76,179	\$62,739	-\$13,440	-17.64%	(1)
4	Fiske	\$47,679	\$39,515	-\$8,165	-17.12%	(1)
5	Harrington	\$53,892	\$47,896	-\$5,996	-11.13%	(1)
6	Hastings	\$87,123	\$71,861	-\$15,262	-17.52%	(1)
7	Clarke	\$45,329	\$41,804	-\$3,525	-7.78%	(1)
8	Diamond	\$56,234	\$49,863	-\$6,371	-11.33%	(1)
9	Lexington High School	\$219,596	\$201,774	-\$17,822	-8.12%	(1)
10	K-5 Literacy	\$186,386	\$158,738	-\$27,648	-14.83%	(1)
11	K-5 Math	\$144,544	\$123,103	-\$21,441	-14.83%	(1)
12	K-5 Science	\$49,312	\$41,998	-\$7,314	-14.83%	(1)
13	K-5 Social Studies	\$36,848	\$31,382	-\$5,466	-14.83%	(1)
14	6-8 English/Lang Arts	\$45,221	\$41,029	-\$4,192	-9.27%	(1)
16	6-8 World Language	\$56,077	\$50,879	-\$5,198	-9.27%	(1)
17	6-8 Math	\$66,214	\$60,077	-\$6,137	-9.27%	(1)
18	6-8 Science	\$129,427	\$117,059	-\$12,369	-9.56%	(1)
19	6-8 Social Studies	\$35,231	\$31,964	-\$3,267	-9.27%	(1)
21	9-12 English	\$42,403	\$38,962	-\$3,441	-8.12%	(1)
22	9-12 World Language	\$51,695	\$47,499	-\$4,196	-8.12%	(1)
23	9-12 Math	\$50,397	\$46,307	-\$4,090	-8.12%	(1)
23.1	9-12 Math Team	\$6,797	\$6,245	-\$552	-8.12%	(1)
24	9-12 Science	\$126,544	\$116,274	-\$10,270	-8.12%	(1)
25	9-12 Social Studies	\$51,719	\$47,521	-\$4,198	-8.12%	(1)
25.1	Debate & Competitive Speech	\$91,963	\$84,499	-\$7,464	-8.12%	(1)
29	K-12 Curriculum	\$477,053	\$377,053	-\$100,000	-20.96%	(1)(2)
30	K-12 Library Media Program	\$233,113	\$208,402	-\$24,711	-10.60%	(1)
31	K-12 Technology	\$708,000	\$637,200	-\$70,800	-10.00%	(1)
32	K-12 English Learner Education	\$69,394	\$62,455	-\$6,939	-10.00%	(1)
33	K-12 PE/Wellness	\$89,834	\$80,312	-\$9,523	-10.60%	(1)
34	K-12 Visual Arts	\$99,143	\$88,634	-\$10,509	-10.60%	(1)
35	K-12 Performing Arts	\$140,501	\$125,608	-\$14,893	-10.60%	(1)
36	K-12 Athletics	\$222,496	\$198,911	-\$23,585	-10.60%	(1)
37	Early Childhood Education	\$53,876	\$48,488	-\$5,388	-10.00%	(1)
38	Health Services	\$119,682	\$107,714	-\$11,968	-10.00%	(1)
39.4	K-12 Counseling	\$114,125	\$102,713	-\$11,413	-10.00%	(1)
40.1	K-5 Special Education	\$75,853	\$68,268	-\$7,585	-10.00%	(1)
40.2	6-8 Special Education	\$40,304	\$36,274	-\$4,030	-10.00%	(1)
40.3	9-12 Special Education	\$40,520	\$36,468	-\$4,052	-10.00%	(1)
40.4	PreK-22 Special Education	\$257,023	\$231,321	-\$25,702	-10.00%	(1)
41	Tuition	\$7,507,088	\$7,216,610	-\$290,478	-3.87%	(5)
42	Transportation: Special Education	\$2,492,882	\$2,830,499	\$337,617	13.54%	(6)
42.1	Transportation: Homeless	\$75,000	\$140,000	\$65,000	86.67%	(3)
43	Special Educ. Consultants	\$726,016	\$653,414	-\$72,602	-10.00%	(1)
44	Transportation: Regular Education	\$2,703,056	\$2,596,548	-\$106,508	-3.94%	(7)
45	Print Center	\$330,111	\$297,100	-\$33,011	-10.00%	(1)
46	Legal Services	\$125,000	\$112,500	-\$12,500	-10.00%	(1)
46.1	School Committee	\$21,125	\$21,125	\$0	-0.00%	(3)
48.2	Central Office Administration	\$226,142	\$164,436	-\$61,706	-27.29%	(8)
48.2	Strategic Planning Initiatives	\$39,000	\$33,150	-\$5,850	-15.00%	(8)
48.3	Finance and Operations	\$147,782	\$110,837	-\$36,946	-25.00%	(8)
48.4	Human Resources	\$362,874	\$308,443	-\$54,431	-15.00%	(8)
56	Telephone	\$77,612	\$69,840	-\$7,772	-10.01%	(1)
58	Prior Year Unpaid Bills	\$0	\$0	\$0	0.00%	
60	Emergency Planning & Training	\$77,000	\$89,500	\$12,500	16.23%	-
61	Facility Improvements	\$125,000	\$25,000	-\$100,000	-80.00%	(8)
Total Expenses		\$19,655,425	\$18,746,769	-\$908,656	-4.62%	

Notes: (1) Adjusted per pupil expenditure base for enrollment, no additional for inflation, 10% overall reduction; (2) Flat \$100,000 reduction; (3) Level funding for FY26; (4) \$25K added for state mandated hygiene products distribution; (5) Expanded use of Circuit Breaker, prepay, and grant reserves and potential use of SpEd Stabilization Fund/Reserve (6) Based on historical spending and projected needs for FY26 (7); Based on contracted pricing and increased use of Transportation Revolving account; (8) Base 10% to 27% reduction based on historical spending to meet allocation

Informational

Student Enrollment Summary

Table 1 summarizes enrollment counts by school and grade as of October 1, 2024 (FY2025). This table also features enrollment totals by school and district for FY2022, FY2023, and FY2024.

Total October enrollment (PreK–12) for FY2025 was 6,748, down 57 students compared to FY2024. Total K–5 elementary enrollment was 2,541, ranging across schools from 345 (Bridge) to 579 (Hastings). At the secondary level, Diamond continues to be the larger of the two middle schools, with an enrollment of 936 (compared to 796 at Clarke). Total enrollment at the secondary level was 1,732 for the middle school grades and 2,405 at the high school level.

Table 1: What Is Current LPS Enrollment (October 1, 2024)

	FY22	FY23	FY24	FY25	FY25 By Grade														
					PK	K	1	2	3	4	5	6	7	8	9	10	11	12	
District Total	6790	6845	6805	6748															
LCP (PreK)	67	75	76	70	70														
Bowman	430	451	428	429		54	77	65	76	74	83								
Bridge	360	374	365	345		41	57	65	54	67	61								
Estabrook	524	542	537	490		52	65	80	102	97	94								
Fiske	342	341	335	324		39	42	47	60	60	76								
Harrington	423	396	378	374		51	64	61	63	51	84								
Hastings	623	598	631	579		69	95	81	114	95	125								
Clarke Middle	829	823	810	796								255	273	268					
Diamond Middle	919	942	927	936								322	297	317					
Lexington High	2273	2303	2318	2405											596	613	604	592	

Source: LPS SIMS

Additional [Student Enrollment](#) data, history, and forecasts can be found [here](#).

Revenue Allocation Model

Revenue Offsets

The Town follows a revenue sharing model that provides for the prior year appropriation, adjusted for new revenue growth under an allocation model of 74% (School Department) and 26% (Municipal).

Revenue Allocation Process

The Town of Lexington has established a collaborative budget development process that is conducted through a series of Budget Summit meetings. These Budget Summit meetings begin in October and end in February. These meetings include the School Committee, the Select Board, the Appropriation Committee, and the Capital Expenditures Committee. Topics covered at these meetings include:

- Summit I: Financial Indicators; 5-Year Forecast; Initial Revenue Projection
- Summit II: FY2026 Revenue Allocation Model
- Summit III: FY2026 White Book Preview
- Summit IV: FY2026 Brown Book Preview

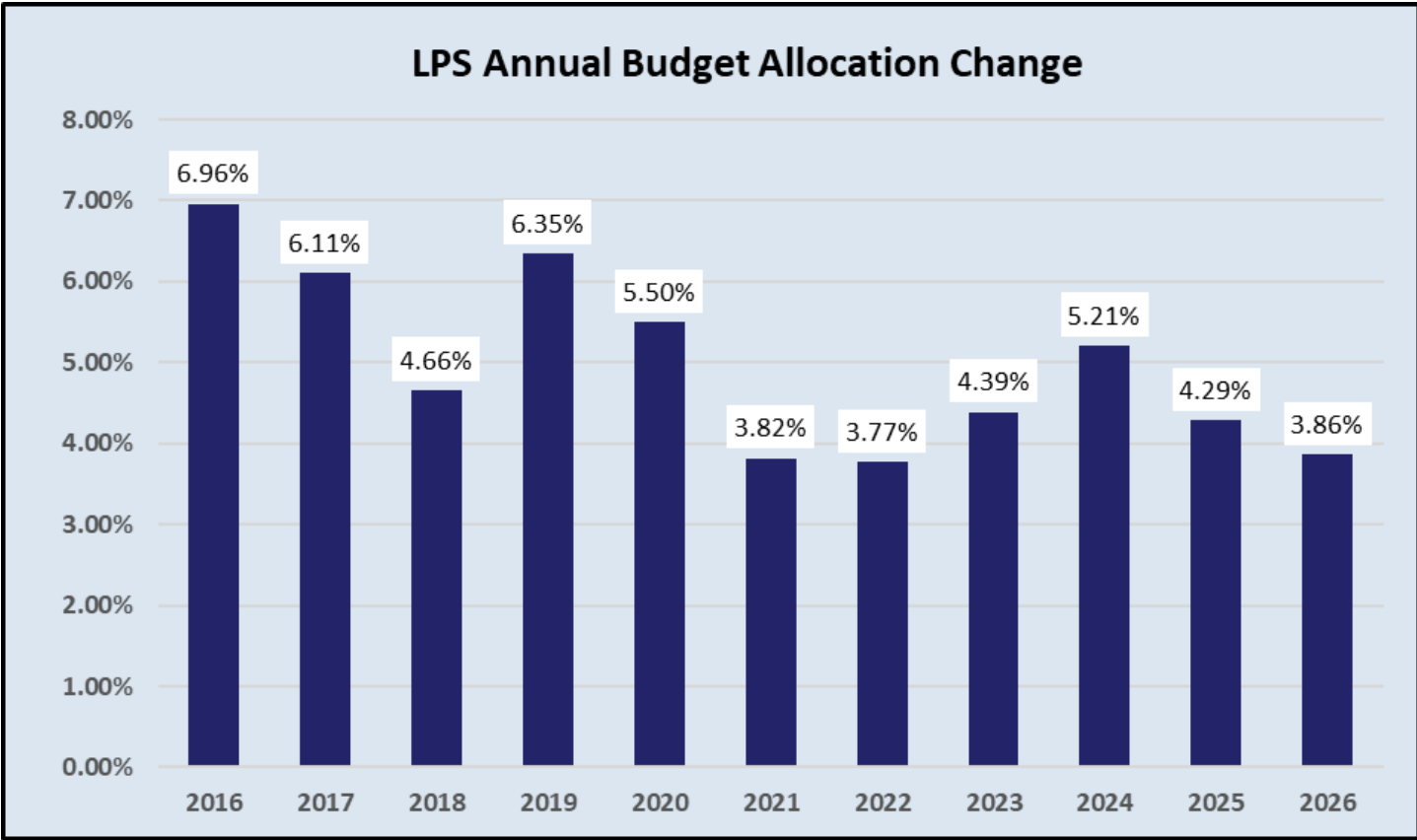
The Revenue Allocation Model, revised in November 2024 and in January 2025, provides for a projected 3.86% increase over the School Department's FY2026 budget. The table below was originally presented at the Summit II meeting in November 2024, and updated for the January 2025 White Book presentation.

FY2026 Revenue Allocation Model					
\$310,899,763					Projected FY2026 Revenue
		Shared	Municipal	School	
(1)	\$ (140,508)	\$ -	\$ -	\$ (140,508)	FY2025 School Budget
(2)	\$ (49,311)	\$ -	\$ (49,311)	\$ -	FY2025 Municipal Budget + Community Center Support
(3)	\$ (3,636)	\$ (3,636)	\$ -	\$ -	FY2026 Minuteman
(4)	\$ (11,522)	\$ (11,522)	\$ -	\$ -	FY2026 Contributory Retirement
(5)	\$ (41,033)	\$ (41,033)	\$ -	\$ -	FY2026 Benefits
(6)	\$ (200)	\$ (200)	\$ -	\$ -	FY2026 Unemployment
(7)	\$ (500)	\$ (500)	\$ -	\$ -	FY2026 Workers' Comp
(8)	\$ (1,278)	\$ (1,278)	\$ -	\$ -	FY2026 Property and Liability Insurance
(9)	\$ (200)	\$ (200)	\$ -	\$ -	FY2026 Uninsured Losses
(10)	\$ (390)	\$ (390)	\$ -	\$ -	FY2026 Solar Production Payment
(11)	\$ (6,036)	\$ (6,036)	\$ -	\$ -	FY2026 Debt Service
(12)	\$ (850)	\$ (850)	\$ -	\$ -	FY2026 Reserve Fund
(14)	\$ (15,169)	\$ (15,169)	\$ -	\$ -	FY2026 Facilities Department Budget
(13)	(112)				
(15)	(\$ 20)	\$ (20)	\$ -	\$ -	Facilities PIRs
		\$ (2,004)	\$ -	\$ -	Set-Aside for as yet to be identified FY2026 needs
		\$ (200)	\$ -	\$ -	Unanticipated Current Fiscal Year Needs FY2025
		\$ (500)	\$ -	\$ -	Special Education Reserve/Stabilization Fund
		\$ (6,563)	\$ -	\$ -	Tax Levy Dedicated to Capital Stabilization Fund
(16)	\$ (32,894)	\$ (17,810)	\$ -	\$ -	Cash Capital - Free Cash and Other Available Funds
		\$ (750)	\$ -	\$ -	Cash Capital - Tax Levy
		\$ (2,080)	\$ -	\$ -	OPEB (Free Cash)
		\$ (2,727)	\$ -	\$ -	Street Improvement Program (Tax Levy)

		\$ (236)	\$ -	\$ -	Building Envelope Program (Tax Levy)
		\$ (24)	\$ -	\$ -	Solar Canopy Feasibility Study (Free Cash)
(17)	\$ (303,659)	\$ (113,840)	\$ (49,311)	\$ (140,508)	Base Budget - Used for Allocation
			26.0%	74.0%	Percentage - Municipal and School Only
(18)	\$ 7,3250		\$ 1,903	\$ 5,422	Incremental Revenue
			3.9%	3.9%	Percent of Current Budget

Revenue Allocation History & Trends

Below is the growth factor or the increase in funding available for the school operating budget approved during the last ten budget cycles:



Each year, the formulation of the Lexington Public Schools' operating budget is driven by a commitment to maintaining "level services" and fostering ongoing strategic program improvement. This process involves a consideration of dynamic elements such as evolving state mandates, inflationary pressures, the multi-year commitments embedded in contracted services, and the impact of collective bargaining agreements with our dedicated staff.

To continue to realize our commitment to excellence, the annual increase sought ranges from 4.20% to 4.98% on the base budget, which was not possible with this year's revenue allocation model. This increment is essential to provide the necessary resources required to sustain the high standard of services and facilitate continuous improvement in our educational programs. By proactively addressing these factors, we can ensure that our budget aligns with the evolving needs of our educational community and positions us for ongoing success.

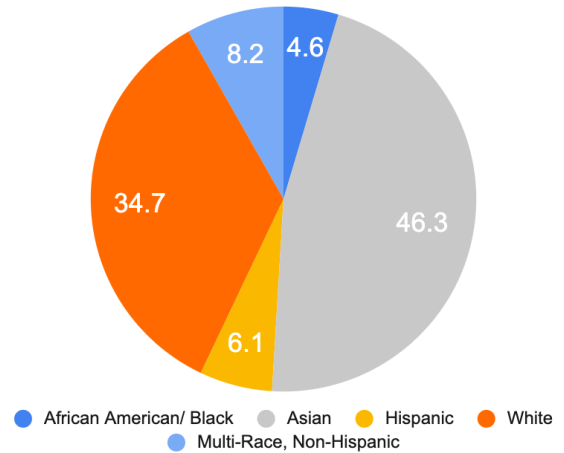
State Benchmark Comparisons

Source: LPS SIMS & MA DESE Public Profiles

Student Demographics

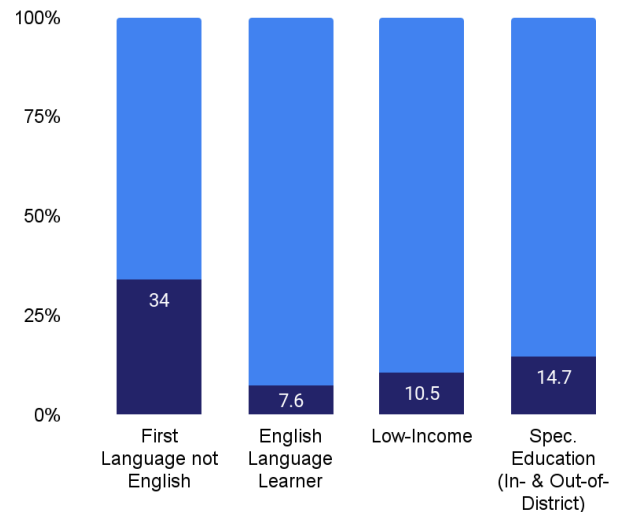
	% LPS FY2025	% State FY2024
African American/Black	4.6	9.6
Asian	46.3	7.4
Hispanic	6.1	25.1
Native American	0.0	0.2
White	34.7	53.0
Nat. Hawaiian, Pac. Islander	0.0	0.1
Multi-Race, Non-Hispanic	8.2	4.5

LPS Race/Ethnicity 2024-2025



	% LPS FY2025	% State FY2024
First Language not English	34.0	26.0
English Language Learner	7.6	13.1
Low-Income	10.5	42.2
Spec. Education (In- & Out-of-District)	14.7	20.2

LPS Select Populations 2024-2025



Student/Teacher Ratio

11.0 to 1
Lexington

11.9 to 1
Massachusetts

Per Pupil Expenditures

The tables below indicate Lexington's per pupil expenditures in comparison to other local districts. The Massachusetts Department of Elementary and Secondary Education (DESE) provides per-pupil expenditure data, allowing for a standardized comparison across districts. While districts vary in service delivery and programs, DESE collects comparable data, enabling a relative apples-to-apples analysis. Generally, enrollment growth correlates with expenditure increases due to inflation and evolving educational needs. However, this relationship is not always linear, as efficiencies and innovative methods can affect spending.

Community	Total Per Pupil Expenditures 2023
Arlington	\$19,471.21
Brookline	\$26,528.27
Cambridge	\$38,932.89
Lexington	\$25,166.66
Needham	\$23,407.01
Newton	\$25,275.96
Wellesley	\$27,590.86
Winchester	\$19,014.96

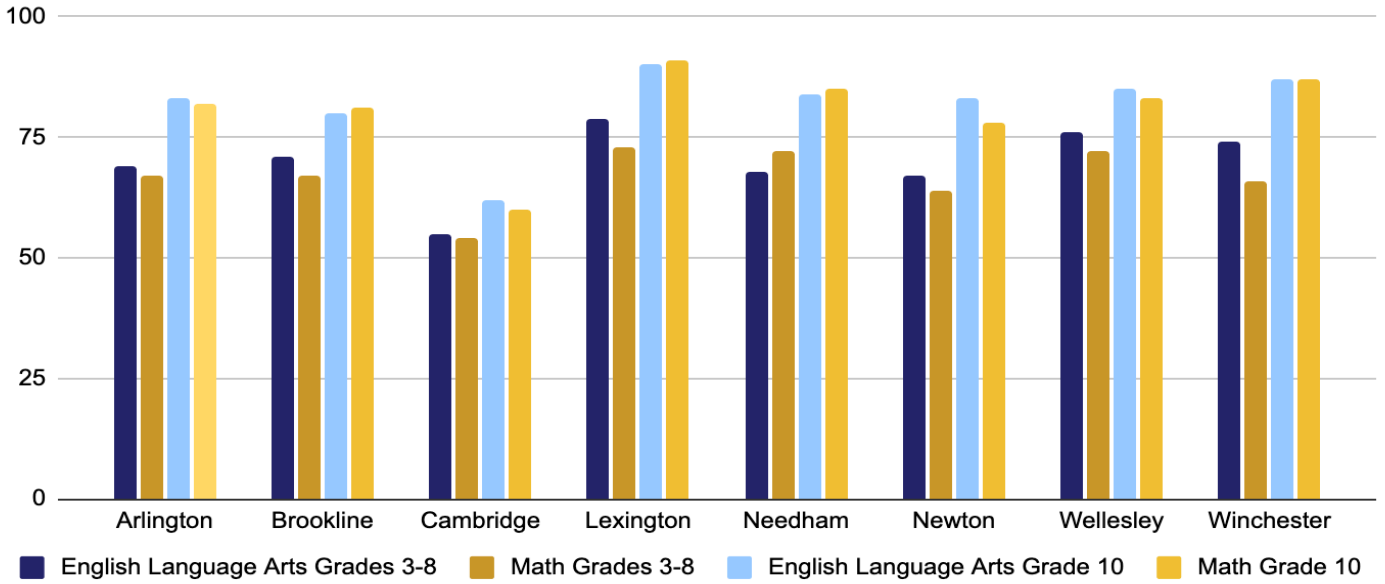
Community	2008 Enrollment	2023 Enrollment	Percent Growth	2008 Actual NSS	2023 Actual NSS	Percent Growth	Per Pupil Adjusted Budget Growth
							2008 - 2023
Arlington	4,429	5,910	33%	\$47,213,452	\$102,760,695	118%	63.11%
Brookline	6,004	6,799	13%	\$79,810,953	\$167,914,998	110%	85.79%
Cambridge	6,443	7,074	10%	\$131,202,149	\$245,999,120	87%	70.77%
Lexington	6,109	6,850	12%	\$81,693,214	\$153,655,180	88%	67.74%
Needham	4,822	5,565	15%	\$54,222,585	\$114,946,011	112%	83.69%
Newton	11,688	12,007	3%	\$156,198,906	\$269,418,898	72%	67.90%
Wellesley	4,653	4,308	-7%	\$55,442,005	\$102,960,681	86%	100.58%
Winchester	3,812	4,388	15%	\$35,227,690	\$73,988,397	110%	82.46%

This chart shows Lexington's enrollment growth places it 4th among 8 comparable districts, while its per-pupil expenditure growth ranks 7th. Newton, with significantly lower enrollment growth, has similar expenditure growth, while Brookline, with similar enrollment growth, has higher expenditure growth. This suggests Lexington is being more efficient in its per-pupil spending.

MCAS Results

Massachusetts Comprehensive Assessment System (MCAS) is an online assessment, linked to state learning standards, administered each year. A graph of select 2024 MCAS results for Lexington and comparison districts is below. Find additional [District Performance Measures here](#).

2024 MCAS Results: Percent of Students Meeting or Exceeding Expectations



This Page Intentionally Left Blank.



Budget Overview: The Regional High School subprogram budget is for the assessment levied by the Minuteman Regional Vocational Technical School District (Minuteman) support the operations of the School. Minuteman is a regional high school, located in Lexington and Lincoln, which provides technical and academic education for students in grades 9-12 from the Minuteman district, which includes 9 towns as of July 1, 2024, as well as out-of-district students.

Minuteman’s programs include courses in Biotechnology, Environmental Science, Multi-Media Engineering, Design and Visual Communication, Engineering and Robotics Automation, Cosmetology, Early Education and Teaching, Carpentry, Culinary Arts and Hospitality, Plumbing, Electrical, Health Occupations, Horticulture, Programming and Web Development, Automotive Technology, Welding and Metal Fabrication, Advanced Manufacturing, and Veterinary Science, as well as four-year academic and college preparatory programs. In addition, adult students can pursue a variety of continuing education programs at Minuteman.

Lexington’s historical enrollment at Minuteman is shown in the table below as of October 1st of each year, the date that enrollments from school districts throughout the Commonwealth are reported to the Massachusetts Department of Elementary and Secondary Education.

	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
High School Students	62	71	68	77	82	86
Post Graduate Students*	4	0	0	0	0	0
Total	66	71	68	77	82	86

*Beginning in FY2021, Minuteman began offering Minuteman Technical Institute (MTI) for post-secondary students. MTI students pay tuition directly to Minuteman; this expense is no longer included in the assessment.

Appropriated/Authorized Staffing:

No Town staff are charged to this budget.

Budget Recommendations

The FY2026 projected budget for the Minuteman assessment is \$3,606,312, an increase of \$199,917 or 5.87% from the FY2025 budget due to increases in Minuteman's operating budget and Lexington's increasing share of enrollment in comparison to other member communities.

The preliminary breakout of the annual assessment for FY2026 is below:

Category	FY2023	FY2024	FY2025	FY2026	\$ Change	% Change
Minimum Required Contribution	\$ 1,158,939	\$ 1,310,022	\$ 1,395,070	\$ 1,539,304	\$ 144,234	10.3%
Transportation Assessment	\$ 78,524	\$ 79,620	\$ 85,012	\$ 101,000	\$ 15,988	18.8%
Remaining Operating Assessment	\$ 969,283	\$ 1,182,765	\$ 968,913	\$ 1,056,777	\$ 87,864	9.1%
Capital/Debt Service	\$ 1,017,152	\$ 929,570	\$ 957,399	\$ 909,231	\$ (48,168)	(5.0)%
Total Assessment	\$3,223,898	\$3,501,977	\$3,406,394	\$3,606,312	\$ 199,918	5.9%

**Numbers may not add due to rounding.*

Additional information about Minuteman's FY2026 budget, including the final recommended budget and presentation of the Superintendent can be found on the Finance page of Minuteman's website:

www.minuteman.org/departments/business-office/finance

1200 Minuteman Regional High School

Program: Education
Town of Lexington, MA

Budget Summary:

Funding Sources	FY2023 Actual*	FY2024 Actual*	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312	\$ —	\$ 3,606,312	\$ 199,917	5.87%
Total 1200 Minuteman	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312	\$ —	\$ 3,606,312	\$ 199,917	5.87%

Appropriation Summary	FY2023 Actual*	FY2024 Actual*	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—%
Expenses	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312	\$ —	\$ 3,606,312	\$ 199,917	5.87%
Total 1200 Minuteman	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312	\$ —	\$ 3,606,312	\$ 199,917	5.87%

Level-Service Requests	FY2023 Actual*	FY2024 Actual*	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 1200 Minuteman	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312	\$ —	\$ 3,606,312	\$ 199,917	5.87%
Total 1200 Minuteman	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312	\$ —	\$ 3,606,312	\$ 199,917	5.87%

Object Code Summary	FY2023 Actual*	FY2024 Actual*	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—%
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—%
<i>Compensation</i>	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—%
Contractual Services	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312	\$ —	\$ 3,606,312	\$ 199,917	5.87%
Utilities	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—%
Supplies	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—%
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—%
<i>Expenses</i>	<i>\$ 3,223,898</i>	<i>\$ 3,501,977</i>	<i>\$ 3,406,395</i>	<i>\$ 3,606,312</i>	<i>\$ —</i>	<i>\$ 3,606,312</i>	<i>\$ 199,917</i>	<i>5.87%</i>
Total 1200 Minuteman	\$ 3,223,898	\$ 3,501,977	\$ 3,406,395	\$ 3,606,312	\$ —	\$ 3,606,312	\$ 199,917	5.87%

*The FY2023 actual and FY2024 Appropriations have been adjusted to reflect the actual assessments for those years, rather than the timing of actual payments.

This Page Intentionally Left Blank.



Section IV: Program 2000: Shared Expenses

This section includes detailed information about the FY2026 Operating Budget & Financing Plan for shared expenses. It includes:

- 2100 Employee Benefits IV-3
- 2200 Property & Liability Insurance IV-8
- 2300 Solar Producer Payments IV-10
- 2400 Debt Service IV-12
- 2500 Reserve Fund IV-14
- 2600 Public Facilities IV-17
- 3450 Refuse & Recycling Collections for Municipal & School Buildings* V-21

*For FY2026 the Town Manager and Superintendent of Schools have agreed to share the cost of the Town's contracted Refuse and Recycling collection and disposal costs for Municipal and School buildings. For additional information on this Shared Expense see Section V-3400: Environmental Services of this Recommended Budget.

This Page Intentionally Left Blank.



Mission: To provide and manage a comprehensive benefits program for Town and School employees and retirees.

Budget Overview: Included in the Employee Benefits and Insurance program are costs for the Town's pension assessment; workers' compensation; unemployment insurance; health, dental and life insurance benefits; and the Medicare tax.

Employee Benefits is comprised of the following:

- **Contributory Retirement Assessment:** The assessment of the Lexington Contributory Retirement System levied to the Town to finance a portion of retirement benefits of Town and non-teaching School employees. This assessment is issued pursuant to Massachusetts General Laws (MGL) Chapter 32 and is based on an actuarial valuation of the funding obligations of the Lexington Contributory Retirement System. In addition to this assessment, employee contributions - ranging from 5% to 11% depending on date of hire - provide the majority of pension system funding.
- **Employee/Retiree Benefits:** The Town's annual contribution for health, dental and life insurance for active Municipal and School Department employees and retirees, and the Town's 1.45% share of Medicare tax for all employees hired after 1986.
- **Unemployment Compensation:** The cost of unemployment payments for eligible employees separated from Municipal or School Department employment. The Town self-insures for this expense.
- **Workers' Compensation:** The medical costs incurred by Municipal and School employees injured on the job, and medical costs of former public safety employees who retired on accidental disability. The Town largely self-insures for this expense, but purchases "stop loss" insurance for extraordinary work-related medical claims. The premiums for that insurance are captured in the Workers' Compensation budget.

Authorized/Appropriated Staffing:

Staff support is provided through the Town Manager's Office, Human Resources and the Finance Department. Portions of the salaries of five employees are charged to the General Fund health insurance budget.

Budget Recommendations:

The FY2026 recommended All Funds Employee Benefits and Insurance budget is \$53,528,626. This is a \$4,459,184 or 9.09% increase from the FY2025 budget. The recommended budget includes the benefits costs (health, dental, life, Medicare, and workers' compensation) for all municipal and school staff and retirees as of November 1, 2024.

Changes Include:

1. A \$778,428, or 7.25% increase in Contributory Retirement based on the approved funding schedule from the January 1, 2023 actuarial valuation of the Lexington Retirement System, plus an amount of dedicated tax levy new growth. In FY2023, \$1,060,000 of new levy growth from Takeda personal property taxes was dedicated to the Pension Fund. This amount, plus an increase of 2.5% per year will continue to be set-aside to the Pension Fund in future years. The dedicated tax levy plus growth for FY2026 is \$11,521,504. For FY2026, \$400,000 is funded from Free Cash, which is the same level of Free Cash funding as in FY2025. The Retirement system's unfunded liability is expected to be funded by 2030, given the current actuarial assumptions. A new actuarial valuation will be performed as of January 1, 2025.
2. A \$115,252 or 5.00% increase in the Town's contribution for the Medicare Tax based on FY2024 actual costs, projected FY2025 and FY2026 salaries and wages and historical rates of increase in this item.
3. A \$3,453,507 or 10.17% increase in health insurance costs (General Fund). The FY2026 budget is based on a projected increase of 11% in health insurance premiums across all plans at November 2024 enrollment levels, and the projected addition of eighty (80) subscribers (new enrollees to health coverage, either from new retirees, active employees electing to begin or resume coverage, and active employees switching from individual to family plans).
4. A \$99,535 or 8.29% increase in dental insurance costs (General Fund) based on a 10% increase in premium rates for FY2026 as compared to budgeted FY2025 rates, further updated to reflect November 2024 enrollment levels.
5. No increase in life insurance is proposed as the current level of funding is adequate based on projected enrollments and historical costs.
6. Level-funding of unemployment insurance is level funded at \$200,000, which is reflective of recent averages in claim activity.
7. A level funding of workers' compensation costs to a total of \$500,000. As of June 30, 2024, this continuing appropriation account had a total balance of \$2,378,063.

2100 Employee Benefits & Insurance

Program: Shared Expenses
Town of Lexington, MA

Budget Summary - General Fund

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 40,209,970	\$ 41,669,436	\$ 47,653,724	\$ 52,073,747	\$ —	\$ 52,073,747	\$ 4,420,023	9.28%
Transfers from Enterprise Funds to General Fund (Indirects)	\$ 611,775	\$ 805,256	\$ 863,256	\$ 888,722	\$ —	\$ 888,722	\$ 25,466	2.95%
Free Cash for Updated Pension Schedule	\$ —	\$ 400,000	\$ 400,000	\$ 400,000	\$ —	\$ 400,000	\$ —	—%
PEG Access Special Revenue Fund	\$ 5,575	\$ 5,178	\$ 4,991	\$ 6,223	\$ —	\$ 6,223	\$ 1,232	24.68%
Total 2100 Employee Benefits	\$ 40,827,320	\$ 42,879,870	\$ 48,921,971	\$ 53,368,693	\$ —	\$ 53,368,693	\$ 4,446,722	9.09%

Appropriation Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 130,585	\$ 163,757	\$ 174,120	\$ 179,264	\$ —	\$ 179,264	\$ 5,144	2.95%
Expenses	\$ 40,696,734	\$ 42,716,112	\$ 48,747,851	\$ 53,189,429	\$ —	\$ 53,189,429	\$ 4,441,578	9.11%
Total 2100 Employee Benefits	\$ 40,827,320	\$ 42,879,870	\$ 48,921,971	\$ 53,368,693	\$ —	\$ 53,368,693	\$ 4,446,722	9.09%

Level-Service Requests (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 2110 Contributory Retirement	\$ 9,219,250	\$ 9,984,800	\$ 10,743,076	\$ 11,521,504	\$ —	\$ 11,521,504	\$ 778,428	7.25%
Total 2130 Medicare	\$ 2,089,413	\$ 2,272,120	\$ 2,305,030	\$ 2,420,282	\$ —	\$ 2,420,282	\$ 115,252	5.00%
Total 2130 Health Insurance	\$ 27,711,900	\$ 28,999,884	\$ 33,947,889	\$ 37,401,396	\$ —	\$ 37,401,396	\$ 3,453,507	10.17%
Total 2130 Dental Insurance	\$ 1,045,057	\$ 1,057,196	\$ 1,200,976	\$ 1,300,511	\$ —	\$ 1,300,511	\$ 99,535	8.29%
Total 2130 Life Insurance	\$ 17,851	\$ 16,633	\$ 25,000	\$ 25,000	\$ —	\$ 25,000	\$ —	—
<i>Subtotal - Health/Life Benefits</i>	<i>\$ 30,864,222</i>	<i>\$ 32,345,834</i>	<i>\$ 37,478,895</i>	<i>\$ 41,147,189</i>	<i>\$ —</i>	<i>\$ 41,147,189</i>	<i>\$ 3,668,294</i>	<i>9.79%</i>
Total 2140 Unemployment	\$ 118,848	\$ 49,236	\$ 200,000	\$ 200,000	\$ —	\$ 200,000	\$ —	—%
Total 2150 Workers Compensation	\$ 625,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ —	\$ 500,000	\$ —	—%
<i>Subtotal - Other Employee Benefits</i>	<i>\$ 743,848</i>	<i>\$ 549,236</i>	<i>\$ 700,000</i>	<i>\$ 700,000</i>	<i>\$ —</i>	<i>\$ 700,000</i>	<i>\$ —</i>	<i>—%</i>
Total 2100 Employee Benefits	\$ 40,827,320	\$ 42,879,870	\$ 48,921,971	\$ 53,368,693	\$ —	\$ 53,368,693	\$ 4,446,722	9.09%

Object Code Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 130,585	\$ 163,757	\$ 174,120	\$ 179,264	\$ —	\$ 179,264	\$ 5,144	2.95%
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—
<i>Personal Services</i>	<i>\$ 130,585</i>	<i>\$ 163,757</i>	<i>\$ 174,120</i>	<i>\$ 179,264</i>	<i>\$ —</i>	<i>\$ 179,264</i>	<i>\$ 5,144</i>	<i>2.95%</i>
Contractual Services	\$ 40,696,734	\$ 42,716,112	\$ 48,747,851	\$ 53,189,429	\$ —	\$ 53,189,429	\$ 4,441,578	9.11%
Utilities	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—
Supplies	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—
<i>Expenses</i>	<i>\$ 40,696,734</i>	<i>\$ 42,716,112</i>	<i>\$ 48,747,851</i>	<i>\$ 53,189,429</i>	<i>\$ —</i>	<i>\$ 53,189,429</i>	<i>\$ 4,441,578</i>	<i>9.11%</i>
Total 2100 Employee Benefits	\$ 40,827,320	\$ 42,879,870	\$ 48,921,971	\$ 53,368,693	\$ —	\$ 53,368,693	\$ 4,446,722	9.09%

Budget Summary - Revolving Funds*

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Directed Funding (Revolving Funds)	\$ 133,586	\$ 139,863	\$ 147,471	\$ 159,933	\$ —	\$ 159,933	\$ 12,462	8.45%
Total 2100 Employee Benefits	\$ 133,586	\$ 139,863	\$ 147,471	\$ 159,933	\$ —	\$ 159,933	\$ 12,462	8.45%

*Revolving Funds are authorized by Town Meeting via Article 9, and are not appropriated under Article 4.

Level-Service Requests (Revolving Funds)	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 2130 Health Insurance	\$ 129,199	\$ 135,729	\$ 143,337	\$ 154,563	\$ —	\$ 154,563	\$ 11,226	7.83%
Total 2130 Dental Insurance	\$ 4,387	\$ 4,134	\$ 4,134	\$ 5,370	\$ —	\$ 5,370	\$ 1,236	29.90%
Total 2100 Employee Benefits	\$ 133,586	\$ 139,863	\$ 147,471	\$ 159,933	\$ —	\$ 159,933	\$ 12,462	8.45%

Budget Summary - All Funds

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 130,585	\$ 163,757	\$ 174,120	\$ 179,264	\$ —	\$ 179,264	\$ 5,144	2.95%
Expenses	\$ 40,830,320	\$ 42,855,975	\$ 48,895,322	\$ 53,349,362	\$ —	\$ 53,349,362	\$ 4,454,040	9.11%
Total 2100 Employee Benefits	\$ 40,960,906	\$ 43,019,733	\$ 49,069,442	\$ 53,528,626	\$ —	\$ 53,528,626	\$ 4,459,184	9.09%

Focus on: Health Benefits – Line Item 2130

The cost of health insurance continues to be a concern for the Town of Lexington, as is the case with all public and private organizations in this region and across the country. Town has been successful in negotiating with the Employee Health Insurance Coalition to participate in the State’s Group Insurance Commission (GIC) health insurance program, which has helped to slow the growth of this large cost driver.

The Town has an agreement with the Public Employees Committee (PEC) to remain in the GIC through June 30, 2025.

The table below displays an approximate distribution of health insurance costs for Municipal and School employees and Retirees:

	FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Actual	FY2025 Budgeted	FY2026 Projected	Increase FY2025 to FY206
Town ⁽¹⁾	\$ 4,242,098	\$ 4,148,176	\$ 5,059,791	\$ 5,340,948	\$ 5,506,376	\$ 5,697,946	3.48%
School	\$ 13,965,697	\$ 13,985,906	\$ 16,244,427	\$ 17,475,695	\$ 19,151,400	\$22,060,557	15.19%
Retirees	\$ 7,165,298	\$ 7,233,013	\$ 8,175,329	\$ 8,718,255	\$ 9,216,067	\$ 9,572,796	3.87%
Total	\$ 25,373,093	\$ 25,367,096	\$ 29,479,547	\$ 31,534,898	\$ 33,873,843	\$37,331,300	10.21%
Medicare Part B Penalty ⁽²⁾	\$ 74,935	\$ 77,917	\$ 74,935	\$ 77,917	\$ 74,046	\$ 70,097	(5.33)%
Net Budget Amount	\$ 25,448,028	\$ 25,445,013	\$ 29,554,482	\$ 31,612,815	\$ 33,947,889	\$37,401,396	10.17%

(1) Portion of salaries attributable to health insurance administration is inclusive in these figures.

(2) Medicare Part B Penalty is the penalty the Town must pay due to deferred migration of retirees from active plans to Medicare supplement plans.

2100 Employee Benefits & Insurance

The table below shows the number of employees and retirees enrolled in the Town's health insurance program.

Table 2: Health Insurance Enrollments ⁽¹⁾

				FY2025 Budget	FY2026 Budget
Actual Subscribers				Based on Actual Subscribers, plus Additional Projected Lives shown below	
Subscribers	Nov. 2020 (FY2021)	Nov. 2021 (FY2022)	Nov. 2022 (FY2023)	Nov. 2023 (FY2024)	Nov. 2024 (FY2025)
Municipal					
Individual	98	110	105	116	113
Family	171	172	166	155	145
subtotal	269	282	271	271	258
School					
Individual	358	376	374	371	412
Family	555	536	520	544	571
subtotal	913	912	894	915	983
Retirees					
	1,302	1,338	1,372	1,391	1,414
subtotal	2,484	2,532	2,537	2,577	2,655
Additional projected lives for budget purposes					
Position Vacancies					
Municipal				3	7
School				38	19
subtotal				41	26
Estimated Open Enrollment / Qualifying Events ⁽²⁾					
Individual				9	9
Family				27	27
Retirees				44	44
subtotal				80	80
total	2,484	2,532	2,537	2,698	2,761
New Positions					
School ⁽³⁾				0	0
Municipal ⁽³⁾				5	0
Facilities Dept.				0	0
subtotal				5	0
Estimated Reduction in Subscribers					
Retirees				(34)	(34)
total	2,484	2,532	2,537	2,669	2,727
<p>(1) The subscriber counts above do not include COBRA subscribers, but include employees whose salaries and benefits are funded either fully or partially from non-General Fund sources.</p> <p>(2) The projection shown under open enrollment / qualifying events is based on an assumption of current employees losing coverage on their spouse's plans, and changes in marital status or dependent status.</p> <p>(3) Based on the budgets as recommended by the School Committee and Select Board and assumes that each full-time equivalent will subscribe to Town's insurance. The cost is estimated at a composite rate based on school and municipal personnel enrollment.</p>					

Mission: To provide and manage a comprehensive property and liability management program for all property and equipment in the Town.

Budget Overview: The property and liability management program consists of the following elements:

- Property and Liability Insurance: The cost of premiums for policies that: (1) protect the Town against property loss and damage; (2) insure the Town's vehicles; and (3) cover the Town against liability claims.
- Uninsured Losses: A continuing balance account for uninsured property losses, settlements and deductibles contained in various insurance policies.

Authorized/Appropriated Staffing:

A portion of the Deputy Town Manager's salary is charged to this line item in recognition of the ongoing support provided.

Budget Recommendations:

The FY2026 overall recommendation for Property and Liability Insurance is \$1,477,696, which is a 10.21% increase from the FY2025 appropriation.

1. Property and liability insurance premiums are projected to increase by \$136,896 or 12.00%.
2. The budget is level funded for uninsured losses. The balance in this continuing balance account as of June 30, 2024, is \$966,346. Staff recommend a guideline of maintaining a fund balance of approximately \$1 million.

2200 Property & Liability Insurance

Program: Shared Expenses
Town of Lexington, MA

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$1,107,580	\$1,186,708	\$ 1,310,850	\$1,446,862	\$ —	\$ 1,446,862	\$ 136,012	10.38 %
Transfers from Enterprise Funds to General Fund (Indirects)	\$ 25,039	\$ 30,137	\$ 29,950	\$ 30,834	\$ —	\$ 30,834	\$ 884	2.95 %
Total 2200 Property & Liability Insurance	\$1,132,619	\$1,216,845	\$ 1,340,800	\$1,477,696	\$ —	\$ 1,477,696	\$ 136,896	10.21 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 40,009	\$ 41,220	\$ 40,921	\$ 43,639	\$ —	\$ 43,639	\$ 2,718	6.64 %
Expenses	\$1,092,609	\$1,175,624	\$ 1,299,879	\$1,434,057	\$ —	\$ 1,434,057	\$ 134,178	10.32 %
Total 2200 Property & Liability Insurance	\$1,132,619	\$1,216,845	\$ 1,340,800	\$1,477,696	\$ —	\$ 1,477,696	\$ 136,896	10.21 %

Level-Service Requests	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 2210 Property & Liability Insurance	\$ 932,619	\$1,016,845	\$ 1,140,800	\$1,277,696	\$ —	\$ 1,277,696	\$ 136,896	12.00 %
Total 2220 Uninsured Losses	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ —	\$ 200,000	\$ —	—
Total 2200 Property & Liability Insurance	\$1,132,619	\$1,216,845	\$ 1,340,800	\$1,477,696	\$ —	\$ 1,477,696	\$ 136,896	10.21 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 40,009	\$ 41,220	\$ 40,921	\$ 43,639	\$ —	\$ 43,639	\$ 2,718	6.64 %
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—
<i>Compensation</i>	<i>\$ 40,009</i>	<i>\$ 41,220</i>	<i>\$ 40,921</i>	<i>\$ 43,639</i>	<i>\$ —</i>	<i>\$ 43,639</i>	<i>\$ 2,718</i>	<i>6.64 %</i>
Contractual Services	\$1,092,609	\$1,175,624	\$ 1,299,879	\$1,434,057	\$ —	\$ 1,434,057	\$ 134,178	10.32 %
Utilities	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—
Supplies	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—
<i>Expenses</i>	<i>\$1,092,609</i>	<i>\$1,175,624</i>	<i>\$ 1,299,879</i>	<i>\$1,434,057</i>	<i>\$ —</i>	<i>\$ 1,434,057</i>	<i>\$ 134,178</i>	<i>10.32 %</i>
Total 2200 Property & Liability Insurance	\$1,132,619	\$1,216,845	\$ 1,340,800	\$1,477,696	\$ —	\$ 1,477,696	\$ 136,896	10.21 %

2300 Solar Producer Payments

Mission: To provide obligated payments for the installation and operating costs of the solar array at the Hartwell Avenue Compost Facility.

Budget Overview: For the solar arrays installed at the Hartwell Avenue Compost Facility, Eversource elected to reimburse the Town for the solar power generated via monthly payments, rather than issue a credit on the Town's electric bills. For the rooftop solar panels on Town and School buildings, that energy is credited in the monthly bill, thereby reducing utility costs at the Department of Public Facilities. As a means of separately tracking the Hartwell Avenue arrangement, this budget division reflects:

- Net Metering Credits: The revenues received from Eversource in return for solar power generated at Hartwell Avenue. Any excess revenues are deposited into the General Fund.
- Solar Producer Payments: The annual amount paid to Syncarpha, the current owner of the solar panels, for the cost of construction and operating costs.

Authorized/Appropriated Staffing:

No direct staff is charged to this line-item. Staff support is provided through the Public Facilities, Town Manager and Finance departments.

Budget Recommendations:

The FY2026 overall recommendation for Solar Producer Payments is \$390,000, which is level-funded from the FY2025 appropriation.

2300 Solar Producer Payments

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ (500,880)	\$ (471,743)	\$ (290,000)	\$ (440,000)	\$ —	\$ (440,000)	\$ (150,000)	51.72 %
Net-Metering Credits	\$ 841,417	\$ 823,246	\$ 680,000	\$ 830,000	\$ —	\$ 830,000	\$ 150,000	22.06 %
Total 2300 Solar Producer Payments	\$ 340,537	\$ 351,503	\$ 390,000	\$ 390,000	\$ —	\$ 390,000	\$ —	— %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Expenses	\$ 340,537	\$ 351,503	\$ 390,000	\$ 390,000	\$ —	\$ 390,000	\$ —	— %
Total 2300 Solar Producer Payments	\$ 340,537	\$ 351,503	\$ 390,000	\$ 390,000	\$ —	\$ 390,000	\$ —	— %

Level-Service Requests	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 2300 Solar Producer Payments	\$ 340,537	\$ 351,503	\$ 390,000	\$ 390,000	\$ —	\$ 390,000	\$ —	— %
Total 2300 Solar Producer Payments	\$ 340,537	\$ 351,503	\$ 390,000	\$ 390,000	\$ —	\$ 390,000	\$ —	— %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Compensation</i>	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Contractual Services	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Utilities	\$ 340,537	\$ 351,503	\$ 390,000	\$ 390,000	\$ —	\$ 390,000	\$ —	— %
Supplies	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$ 340,537</i>	<i>\$ 351,503</i>	<i>\$ 390,000</i>	<i>\$ 390,000</i>	<i>\$ —</i>	<i>\$ 390,000</i>	<i>\$ —</i>	<i>— %</i>
Total 2300 Solar Producer Payments	\$ 340,537	\$ 351,503	\$ 390,000	\$ 390,000	\$ —	\$ 390,000	\$ —	— %

Summary of Townwide Solar Credits and Expenses

	FY2020 Actual	FY2021 Actual	FY2022 Actuals	FY2023 Actuals	FY2024 Actuals	FY2025 Estimate	FY2026 Estimate
Rooftop Solar Bill Credits	\$ 326,421	\$ 308,738	\$ 336,046	\$ 462,635	\$ 330,000	\$ 330,000	\$ 330,000
Rooftop PILOT*	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Rooftop Solar Payments	\$ (173,254)	\$ (164,249)	\$ (156,669)	\$ (161,996)	\$ (156,000)	\$ (156,000)	\$ (156,000)
Net Revenue subtotal	\$ 183,167	\$ 174,489	\$ 209,377	\$ 330,639	\$ 204,000	\$ 204,000	\$ 204,000
Hartwell Solar Revenue	\$ 691,986	\$ 674,298	\$ 642,150	\$ 841,417	\$ 823,246	\$ 700,000	\$ 830,000
Hartwell PILOT	\$ 55,400	\$ 55,400	\$ 55,400	\$ 55,400	\$ 55,400	\$ 55,400	\$ 55,400
Hartwell Annual Lease	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Hartwell Solar Payments	\$ (385,512)	\$ (367,694)	\$ (360,184)	\$ (340,537)	\$ (351,503)	\$ (390,000)	\$ (390,000)
Net Revenue subtotal	\$ 362,875	\$ 363,004	\$ 338,366	\$ 557,280	\$ 528,143	\$ 366,400	\$ 496,400
Total Net Revenue	\$ 546,042	\$ 537,493	\$ 547,743	\$ 887,919	\$ 732,143	\$ 570,400	\$ 700,400

*Payments in Lieu of Taxes (PILOT) are considered Personal Property taxes paid to the Town.

****FY2023 & FY2024 Net Metering credits & payments are under review.**

Mission: To manage the issuance of Town debt in a manner which protects assets that are required to deliver town services and yet limits large increases or decreases in annual debt service.

Budget Overview: Debt service includes General Fund principal and interest payments for levy-supported (non-exempt) debt, both authorized by Town Meeting, as well as for capital projects being proposed to the 2025 Annual Town Meeting.

Debt service on projects funded from the Compost Revolving Fund is shown in the DPW Budget element 3420; and debt service for Water and Sewer Enterprise projects is shown in the DPW Budget under elements 3610 and 3710, respectively.

Debt Service voted to be exempt from Proposition 2½, while not appropriated by Town Meeting, is presented for informational purposes.

Authorized/Appropriated Staffing:

There is no direct staff charged to this line-item. Staff support for managing debt service is provided through the Finance department.

Budget Recommendations:

Total gross debt service is decreasing by \$(734,012), or (3.19)% compared to FY2025, which reflects a decrease in within levy debt service.

Within-Levy debt service of \$5,983,068 is decreasing by \$(140,284), or (2.29)% as existing debt on older projects has been fully paid-off. In recent years the Town has increased the cash capital program and accordingly reduced the issuance of new within-levy debt. Lower debt service expense reduces interest costs and creates capacity within the tax levy to fund future capital projects with cash. For FY2026 there are no new General Fund capital projects proposed for debt financing. The Town may issue new within-levy debt to meet ongoing capital needs when cash financing is not available in future years.

FY2026 gross exempt debt service is projected at \$16,290,441, a decrease of \$(593,728), or (3.52)% compared to FY2025 gross exempt debt service due to the declining interest payments of prior issuances. No funding is appropriated in FY2026 from the Capital Stabilization Fund to offset exempt debt service.

The Town continues to plan for a large-scale reconstruction of Lexington High School and this preliminary Budget includes an request for an estimated \$654.0 million in construction costs. The appropriation for construction funding is expected at a Special Town Meeting in the Fall of 2025, and will be contingent on a successful Proposition 2½ debt exclusion referendum, which is also expected to occur in the Fall of 2025. If approved, The Town expects that the MSBA will contribute approximately \$100 million to the project which will reduce the amount the Town must borrow. Debt service will begin to be recognized in FY2027 and will increase in the following years, likely peaking in FY2030-2032. As outlined in the policy section of this document the Town's fiscal guideline to set-aside tax levy from new development is expected to partly offset Exempt Debt Service beginning in FY2028.

The FY2026 proposed capital projects are described in greater detail in Section XI: Capital Investment in this Preliminary Recommended Budget and Financing Plan.

2400 Debt Service

Budget Summary

Funding Sources (All Funds)	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$22,360,740	\$22,757,458	\$ 22,833,521	\$22,069,634	\$ —	\$ 22,069,634	\$ (763,887)	(3.35)%
Fund Transfers								
Capital Stab. Fund - Exempt Debt	\$ 800,000	\$ 500,000	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Cemetery Sale of Lots Fund	\$ 16,125	\$ 50,408	\$ 123,000	\$ 151,875	\$ —	\$ 151,875	\$ 28,875	23.48 %
Betterments Fund	\$ —	\$ 11,500	\$ 1,000	\$ 2,000	\$ —	\$ 2,000	\$ 1,000	100.00 %
Visitors Center Stabilization Fund	\$ —	\$ 50,000	\$ 50,000	\$ 50,000	\$ —	\$ 50,000	\$ —	— %
Total Debt Service	\$23,176,865	\$23,369,366	\$ 23,007,521	\$22,273,509	\$ —	\$ 22,273,509	\$ (734,012)	(3.19)%

Appropriation Summary (All Funds)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Expenses	\$23,176,865	\$23,369,366	\$ 23,007,521	\$22,273,509	\$ —	\$ 22,273,509	\$ (734,012)	(3.19)%
Total Debt Service	\$23,176,865	\$23,369,366	\$ 23,007,521	\$22,273,509	\$ —	\$ 22,273,509	\$ (734,012)	(3.19)%

Gross Within Levy Debt Service	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 2410 Within-Levy Long-Term Principal*	\$ 5,274,000	\$ 4,806,800	\$ 4,290,400	\$ 3,895,500	\$ —	\$ 3,895,500	\$ (394,900)	(9.20)%
Total 2420 Within-Levy Long-Term Interest	\$ 1,217,534	\$ 1,160,782	\$ 1,202,976	\$ 1,288,057	\$ —	\$ 1,288,057	\$ 85,081	7.07 %
Total 2430 Within-Levy Short-Term Principal	\$ 659,012	\$ 549,644	\$ —	\$ 5,810	\$ —	\$ 5,810	\$ 5,810	— %
Total 2430 Within-Levy Short-Term Interest	\$ 17,933	\$ 40,491	\$ 629,976	\$ 793,701	\$ —	\$ 793,701	\$ 163,725	25.99 %
Total Gross Within-Levy Debt Service	\$ 7,168,480	\$ 6,557,717	\$ 6,123,352	\$ 5,983,068	\$ —	\$ 5,983,068	\$ (140,284)	(2.29)%

Net Within Levy Debt Service	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 2410 Within-Levy Long-Term Principal	\$ 5,274,000	\$ 4,806,800	\$ 4,290,400	\$ 3,895,500	\$ —	\$ 3,895,500	\$ (394,900)	(9.20)%
Total 2420 Within-Levy Long-Term Interest	\$ 1,217,534	\$ 1,160,782	\$ 1,202,976	\$ 1,288,057	\$ —	\$ 1,288,057	\$ 85,081	7.07 %
Total 2430 Within-Levy Short-Term Borrowing	\$ 676,945	\$ 590,135	\$ 629,976	\$ 799,511	\$ —	\$ 799,511	\$ 169,535	26.91 %
Funding from Cemetery Sale of Lots/ Betterments/Visitors Center	\$ (16,125)	\$ (111,908)	\$ (174,000)	\$ (203,875)	\$ —	\$ (203,875)	\$ (29,875)	17.17 %
Total Net Within-Levy Debt Service	\$ 7,152,355	\$ 6,445,809	\$ 5,949,352	\$ 5,779,193	\$ —	\$ 5,779,193	\$ (170,159)	(2.86)%

Exempt Debt Service	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total Exempt Debt Service	\$16,008,385	\$16,811,649	\$ 16,884,169	\$16,290,441	\$ —	\$ 16,290,441	\$ (593,728)	(3.52)%
Mitigation/Reduction of Exempt Debt Service using the Capital Stabilization Fund	\$ (800,000)	\$ (500,000)	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Net Exempt Debt Service	\$15,208,385	\$16,311,649	\$ 16,884,169	\$16,290,441	\$ —	\$ 16,290,441	\$ (593,728)	(3.52)%
Total Gross Debt Service - All Funds	\$23,176,865	\$23,369,366	\$ 23,007,521	\$22,273,509	\$ —	\$ 22,273,509	\$ (734,012)	(3.19)%
Total Net Debt Service - All Funds	\$22,360,740	\$22,757,458	\$ 22,833,521	\$22,069,634	\$ —	\$ 22,069,634	\$ (763,887)	(3.35)%

Mission: To provide for extraordinary and unforeseen expenses.

Budget Overview: The Reserve Fund (General Fund) is under the jurisdiction of the Appropriation Committee. Funds may be utilized for extraordinary and/or unforeseen expenses in any given fiscal year. If not utilized, the budget in this account reverts to Free Cash at the end of the fiscal year.

Authorized/Appropriated Staffing:

There is no direct staff charged to this line item. Staff support is provided through the Town Manager and Finance departments.

Budget Recommendations:

The FY2026 recommendation for the Reserve Fund is \$850,000, which is level funded compared to the FY2025 appropriation.

Notes: In FY2023 through FY2024 budgets for the Reserve Fund were \$750,000 in each year, increasing to \$850,000 in FY2025 and FY2026.

- In FY2023 the full \$750,000 was transferred to fund the purchase and installation of public safety communication equipment that was incompatible with the more modern technology at the temporary and new Police Station sites. Town Meeting subsequently appropriated an additional \$500,000 to replenish the Reserve Fund at the Fall 2022-3 Special Town Meeting. No further transfers were made from the Reserve Fund for FY2023.
- In FY2022, \$174,000 was transferred to the Recreation Department to address a drainage issue at Pine Meadows Golf Course. An equal amount was transferred back to the Reserve Fund from the Enterprise Fund at annual Town Meeting.
- In FY2021, \$15,000 was transferred to the Conservation Division to allow them to respond to a Letter of Map Revision from the Town of Belmont.

2500 Reserve Fund

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %
Total 2500 Reserve Fund	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Expenses	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %
Total 2500 Reserve Fund	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %

Level-Service Requests	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 2500 Reserve Fund	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %
Total 2500 Reserve Fund	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Compensation</i>	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Contractual Services	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %
Utilities	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Supplies	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %
Total 2500 Reserve Fund	\$ —	\$ —	\$ 850,000	\$ 850,000	\$ —	\$ 850,000	\$ —	— %

This Page Intentionally Left Blank.

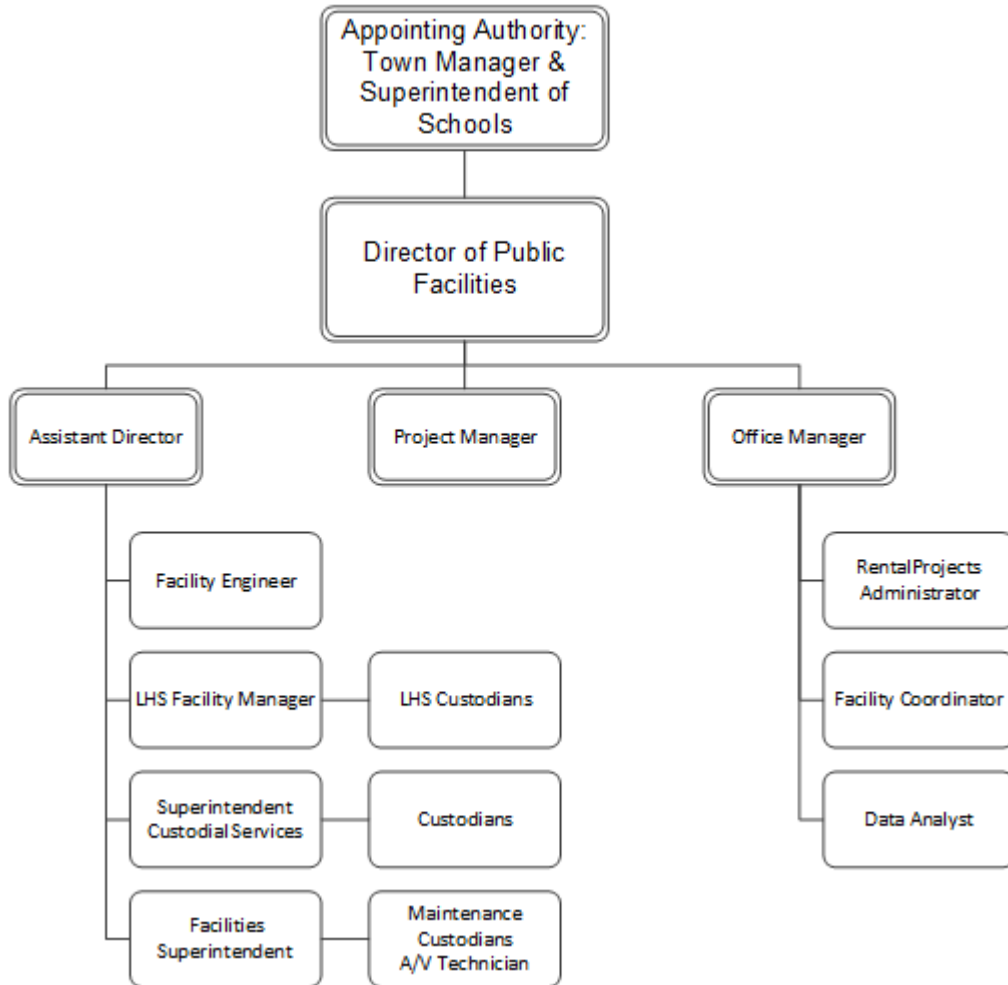


Mission: The mission of the Department of Public Facilities is to manage the efficient operation and maintenance of Town buildings, preserve the facility and equipment assets of the Town, and plan and implement capital improvements. This mission is accomplished by establishing appropriate services in support of building users, fostering continuous improvement in delivery of services, and by establishing a five-year capital plan in collaboration with the Permanent Building Committee and other Town committees.

Budget Overview: The Department of Public Facilities (DPF) is responsible for the coordination and care of all Town-owned buildings inclusive of those under the control of the Town Manager, Library Trustees, Recreation Committee, and School Committee. The primary areas of service include custodial care and cleaning, building maintenance and repair (including preventative maintenance), utilities, and landscaping and grounds (school buildings only). The DPF administrative staff develops and implements the maintenance programs that provide services for the Town buildings. In addition, the DPF Capital Budget and the Building Rental Revolving Fund are managed by DPF staff.

Departmental Initiatives:

1. Working closely with the School Department, students, elected officials, committees and the citizens on the development and construction of a new Lexington High School project.
2. Support implementation of Town solar integration projects.
3. Continue to develop and refine a 10 year construction schedule
4. Incorporate the recommendations from the 20-year capital plan into the 5-year capital plan.



2600 Public Facilities

Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
School Facilities 2610				
Maintenance Staff	12	12	12	12
Custodian	54	54	54	54
Subtotal FTE	66	66	66	66

Municipal Facilities 2620				
Custodian	12	12	12	12
Subtotal FTE	12	12	12	12

Shared Facilities 2630				
Director of Public Facilities	1	1	1	1
Assistant Director of Public Facilities	1	1	1	1
Superintendent of Custodial Services	1	1	1	1
Project Manager	1	1	1	1
Facility Superintendent	1	1	1	1
Facility Engineer	1	1	1	1
Event Manager/AV Tech	1	1	1	1
LHS Facility Manager	1	1	1	1
Office Manager	1	1	1	1
Admin. Asst. - Facility Coordinator	1	1	1	1
Admin. Asst. - Clerical/Rental Administrator	1	1	1	1
Data Analyst	1	1	1	1
Subtotal FTE	12	12	12	12

Total FTE	90	90	90	90
------------------	-----------	-----------	-----------	-----------

Budget Recommendations:

The FY2026 recommended All Funds Department of Public Facilities budget inclusive of the General Fund operating budget and the Building Rental Revolving Fund is \$15,836,215. The recommended budget is a \$639,043, or 4.21% increase from the FY2025 budget.

The Department of Public Facilities FY2026 recommended General Fund operating budget, inclusive of the Education Facilities, Municipal Facilities and Shared Facilities divisions, is \$15,189,172, which is a \$623,318, or 4.28% increase from the FY2025 General Fund budget.

The General Fund operating budget for Compensation is \$7,180,406, and reflects a \$190,114 or 2.72% increase, which provides contractually obligated and projected step increases and cost of living increases.

The General Fund operating budget for Expenses is \$8,008,766 and reflects a \$433,204, or 5.72% increase. This reflects an overall increase in the cost of utilities, contract labor, cleaning materials and other supplies.

For FY2026, Utilities are increasing by \$133,840 or 3.04% which reflects an increase in projected electricity costs. The Facilities Department continues to review natural gas usage in Municipal and School buildings as several have converted to be all electric in recent years. This review resulted in a reduction of \$(52,499) in natural gas expenses in the FY2026 budget.

The FY2026 Facilities Department recommended Building Rental Revolving Fund budget is \$647,043, an increase of \$15,725 or 2.49%, which is attributable to increases in wages, staff overtime and benefits charged to this account.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Solar Canopy and Rooftop System Maintenance	\$ 20,000	\$ —	\$ 20,000	\$ 20,000	\$ —	\$ 20,000	\$ —

2600 Public Facilities

Budget Summary - General Fund

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$11,844,162	\$14,107,228	\$ 14,542,529	\$15,043,711	\$ 20,000	\$ 15,063,711	\$ 521,182	3.58 %
Connected Solutions	\$ —	\$ —	\$ —	\$ 100,000	\$ —	\$ 100,000	\$ 100,000	— %
PEG Special Revenue Fund	\$ 21,212	\$ 22,285	\$ 23,325	\$ 25,461	\$ —	\$ 25,461	\$ 2,136	9.16 %
Total 2600 - Gen'l Fund	\$11,865,374	\$14,129,513	\$ 14,565,854	\$15,169,172	\$ 20,000	\$ 15,189,172	\$ 623,318	4.14 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 5,975,877	\$ 6,451,007	\$ 6,990,292	\$ 7,180,406	\$ —	\$ 7,180,406	\$ 190,114	2.72 %
Expenses	\$ 5,889,497	\$ 7,678,506	\$ 7,575,562	\$ 7,988,766	\$ 20,000	\$ 8,008,766	\$ 433,204	5.72 %
Total 2600 - Gen'l Fund	\$11,865,374	\$14,129,513	\$ 14,565,854	\$15,169,172	\$ 20,000	\$ 15,189,172	\$ 623,318	4.28 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
2610 - Education Facilities	\$ 8,459,351	\$10,290,307	\$ 10,061,535	\$10,243,252	\$ —	\$ 10,243,252	\$ 181,717	1.81 %
2620 - Municipal Facilities	\$ 2,316,221	\$ 2,366,101	\$ 2,984,423	\$ 3,372,696	\$ —	\$ 3,372,696	\$ 388,273	13.01 %
2630 - Shared Facilities	\$ 1,089,802	\$ 1,473,105	\$ 1,519,896	\$ 1,553,224	\$ 20,000	\$ 1,573,224	\$ 53,328	3.51 %
Total 2600 - Gen'l Fund	\$11,865,374	\$14,129,513	\$ 14,565,854	\$15,169,172	\$ 20,000	\$ 15,189,172	\$ 623,318	4.28 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 5,655,659	\$ 5,949,532	\$ 6,600,476	\$ 6,775,651	\$ —	\$ 6,775,651	\$ 175,175	2.65 %
Overtime	\$ 320,218	\$ 501,475	\$ 389,816	\$ 404,755	\$ —	\$ 404,755	\$ 14,939	3.83 %
<i>Personal Services</i>	<i>\$ 5,975,877</i>	<i>\$ 6,451,007</i>	<i>\$ 6,990,292</i>	<i>\$ 7,180,406</i>	<i>\$ —</i>	<i>\$ 7,180,406</i>	<i>\$ 190,114</i>	<i>2.72 %</i>
Contractual Services	\$ 1,624,750	\$ 2,280,448	\$ 1,928,519	\$ 2,074,700	\$ 20,000	\$ 2,094,700	\$ 166,181	8.62 %
Utilities	\$ 3,165,957	\$ 3,476,446	\$ 4,409,000	\$ 4,542,840	\$ —	\$ 4,542,840	\$ 133,840	3.04 %
Supplies	\$ 996,954	\$ 1,300,597	\$ 949,675	\$ 1,080,226	\$ —	\$ 1,080,226	\$ 130,551	13.75 %
Small Capital	\$ 101,836	\$ 621,014	\$ 288,368	\$ 291,000	\$ —	\$ 291,000	\$ 2,632	0.91 %
<i>Expenses</i>	<i>\$ 5,889,497</i>	<i>\$ 7,678,506</i>	<i>\$ 7,575,562</i>	<i>\$ 7,988,766</i>	<i>\$ 20,000</i>	<i>\$ 8,008,766</i>	<i>\$ 433,204</i>	<i>5.72 %</i>
Total 2600 - Gen'l Fund	\$11,865,374	\$14,129,513	\$ 14,565,854	\$15,169,172	\$ 20,000	\$ 15,189,172	\$ 623,318	4.28 %

Budget Summary - Non-General Funds

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Building Rental Revolving Fund	\$ 558,955	\$ 732,969	\$ 631,318	\$ 647,043	\$ —	\$ 647,043	\$ 15,725	2.49 %
Total 2600 - Non-Gen'l Fund	\$ 558,955	\$ 732,969	\$ 631,318	\$ 647,043	\$ —	\$ 647,043	\$ 15,725	2.49 %

*PEG revenues are tied to spending. For overall revenue, see Select Board budget presentation.

Appropriations Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Building Rental Revolving Fund	\$ 600,824	\$ 541,047	\$ 631,318	\$ 647,043	\$ —	\$ 647,043	\$ 15,725	2.49 %
Personal Services	\$ 293,761	\$ 306,925	\$ 413,089	\$ 427,344	\$ —	\$ 427,344	\$ 14,255	3.45 %
Expenses	\$ 290,747	\$ 217,716	\$ 198,000	\$ 198,000	\$ —	\$ 198,000	\$ —	— %
Benefits	\$ 16,316	\$ 16,406	\$ 20,229	\$ 21,699	\$ —	\$ 21,699	\$ 1,470	7.27 %
Total 2600 - Non-Gen'l Fund	\$ 600,824	\$ 541,047	\$ 631,318	\$ 647,043	\$ —	\$ 647,043	\$ 15,725	2.49 %

Budget Summary - All Funds

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 6,269,638	\$ 6,757,932	\$ 7,403,381	\$ 7,607,750	\$ —	\$ 7,607,750	\$ 204,369	2.76 %
Expenses	\$ 6,180,244	\$ 7,896,221	\$ 7,773,562	\$ 8,186,766	\$ 20,000	\$ 8,206,766	\$ 433,204	5.57 %
Benefits	\$ 16,316	\$ 16,406	\$ 20,229	\$ 21,699	\$ —	\$ 21,699	\$ 1,470	7.27 %
Total 2600 (All Funds)	\$12,466,198	\$14,670,559	\$ 15,197,172	\$15,816,215	\$ 20,000	\$ 15,836,215	\$ 639,043	4.21 %

This Page Intentionally Left Blank.



Section V: Program 3000: Public Works

This section includes detailed information about the FY2026 Operating Budget & Financing Plan for the Department of Public Works (DPW). It includes:

- 3000-3500 DPW Summary V-2
- 3100 DPW Administration & Engineering V-7
- 3200 Highway V-12
- 3300 Public Grounds V-16
- 3400 Environmental Services V-21
- 3600 Water Enterprise V-26
- 3700 Sewer Enterprise V-30

Mission: The Department of Public Works (DPW) is a professional team dedicated to enhancing the quality of life in Lexington and supporting the Town's core values. We make every effort to maximize the efficient, effective use of our resources in the support, maintenance and upkeep of the infrastructure, public lands and programs. We are committed to public safety and providing prompt, courteous, quality service to our customers and each other.

Budget Overview: The Public Works program contains all ten DPW divisions. The services provided by Public Works include the maintenance, repair, and construction of the Town's infrastructure, roads, equipment, and property. The DPW is responsible for 284 lane miles of road, 154 miles of water mains, 34 miles of trunk sewer lines, 119 miles of street sewer lines, 4,700 catch basins, 160 pieces of equipment, 9 parks, 4 cemeteries, and the 5.5 mile-long Jack Eddison Memorial Bikeway. Public Works supports Town functions through the maintenance and repair of facilities such as playing fields and the bikeway. This program also includes the Town's water and sewer operations, which function as separate enterprise funds and are shown in separate enterprise budgets.

Along with the day-to-day duties of DPW staff, many are also actively involved or work with Town committees. Those committees include the Permanent Building Committee, the Tree Committee, the Center Committee, the Water and Sewer Abatement Board, the Capital Expenditures Committee, the Appropriation Committee, the Transportation Safety Group, the Bicycle Advisory Committee, the Commission on Disabilities, the Monuments and Memorials Committee, Sustainable Lexington Committee, the Noise Advisory Committee and the Recreation Committee. Committee members and staff also work collaboratively on internal committees and teams.

Departmental Initiatives:

1. Coordinate Administrative and Operations functions to maintain a functionally efficient organization.
2. Continue to research, test and implement new technologies to improve efficiencies.
3. Ensure staff accessibility and participation for training and advancement opportunities.

Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Department of Public Works - General Fund				
Director of Public Works	1	1	1	1
Manager of Operations	1	1	1	1
Management Analyst	1	1	1	1
Office Manager	1	1	1	1
Department Account Assistants*	2.6	2.6	2.6	2.6
Department Assistant - Pub Grounds/Cemetery	1	1	1	1
Department Lead Assistant	1	1	1	1
Town Engineer	1	1	1	1
Assistant Town Engineer	1	1	1	1
Senior Civil Engineers	4	4	4	4
Engineering Assistants/Inspectors	2	2	2	2
Engineering Aide	0.7	0.7	0.7	0.7
Supt. of Equipment, Highways & Drains	1	1	1	1
Highway Foreman	1	1	1	1
Crew Chief	6	6	6	6
Heavy Equipment Operators	16	16	16	16
Information Coordinator	1	1	1	1
Seasonal Laborers	1.1	1.1	1.1	1.1
Equipment Foreman	1	1	1	1
Mechanic	4	4	4	4
Superintendent of Public Grounds	1	1	1	1
Asst. Supt. of Public Grounds**	—	—	1	1
Leadmen	7	7	7	7
Arborists	3	3	3	3
Cemetery Foreman	1	1	1	1
Department of Public Works - Compost Revolving Fund				
Superintendent of Environmental Services	1	1	1	1
Compost Facility Foreman	1	1	1	1
Leadman	1	1	1	1
Heavy Equipment Operator***	1	2	2	2
Seasonal Attendant***	0.7	0	0	0
Total FTE	65.1	65.4	66.4	66.4
Total FT/PT	62 FT/5 PT	63 FT/4 PT	64 FT/4 PT	64 FT/4 PT

*One full-time Department Account Assistant is shown as 0.6 FTE from the General Fund; 0.4 FTE is charged to the Water/Sewer Enterprise Funds.

**An Assistant Superintendent of Public Grounds position was created via a program improvement request in FY2025

***In FY2023, Special Town Meeting 2022-3 voted to upgrade a part-time Seasonal Attendant position to a full-time benefited Heavy Equipment Operator position.

Budget Recommendations:

The FY2026 recommended All Funds Public Works budget inclusive of the General Fund operating budget and the Burial Containers, Compost Operations, Lexington Tree Fund and Minuteman Household Hazardous Waste revolving funds is \$15,385,183. The recommended budget is a \$1,011,709, or 7.04% increase from the FY2025 budget.

The FY2026 recommended Public Works General Fund operating budget is \$13,971,800, which is a \$886,694, or 6.78% increase from the FY2025 General Fund budget.

The General Fund operating budget for Compensation is \$5,428,165, and reflects a \$192,345 or 3.67% increase, which is attributable to the cost of contractually obligated step increases and cost of living adjustments. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The General Fund operating budget for Expenses is \$8,543,634.57 and reflects a \$694,349 or 8.85% increase.

The combined FY2026 recommended Revolving Fund budgets (see page V-6) are \$1,578,383 which is a \$290,015 or 22.51% increase from the FY2025 budget due to an increase in contract services.

Please see the division sections on the following pages for a detailed explanation of the FY2026 budget changes.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Additional Removal & Pruning from Tree Inventory	\$ 200,000	\$ —	\$ 200,000	\$ 200,000	\$ —	\$ 200,000	\$ —

Recommended to be funded by Free Cash as a one-time expense in FY2026.

3000-3500 DPW Summary

Program: Public Works
Town of Lexington, MA

Budget Summary:

Funding Sources (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$10,084,905	\$10,430,440	\$ 12,052,644	\$12,664,887	\$ —	\$ 12,664,887	\$ 612,243	5.08 %
Enterprise Funds (Indirects)	\$ 519,198	\$ 614,351	\$ 633,912	\$ 652,612	\$ —	\$ 652,612	\$ 18,700	2.95 %
Fees, Charges and Available Funds								
Parking Fund	\$ —	\$ —	\$ —	\$ 39,000	\$ —	\$ 39,000	\$ 39,000	— %
ARPA Funds	\$ —	\$ —	\$ —	\$ 165,000	\$ —	\$ 165,000	\$ 165,000	— %
Cemetery Trust	\$ 101,500	\$ 130,898	\$ 70,000	\$ 100,000	\$ —	\$ 100,000	\$ 30,000	42.86 %
Cemetery Prep Fees	\$ 308,826	\$ 324,748	\$ 250,000	\$ 298,000	\$ —	\$ 298,000	\$ 48,000	19.20 %
Misc. Charges for Service	\$ 142	\$ 192	\$ 200	\$ 200	\$ —	\$ 200	\$ —	— %
Licenses & Permits	\$ 55,239	\$ 59,792	\$ 78,350	\$ 52,100	\$ —	\$ 52,100	\$ (26,250)	(33.50) %
Total 3100-3500 DPW Gen'l Fund	\$11,069,810	\$11,560,421	\$ 13,085,106	\$13,971,800	\$ —	\$ 13,971,800	\$ 886,693	6.78 %

Appropriation Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 4,649,707	\$ 4,883,018	\$ 5,235,820	\$ 5,428,165	\$ —	\$ 5,428,165	\$ 192,345	3.67 %
Expenses	\$ 6,420,103	\$ 6,677,403	\$ 7,849,286	\$ 8,543,635	\$ —	\$ 8,543,635	\$ 694,349	8.85 %
Total 3100-3500 DPW Gen'l Fund	\$11,069,810	\$11,560,421	\$ 13,085,106	\$13,971,800	\$ —	\$ 13,971,800	\$ 886,694	6.78 %

Program Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 3110 Administration	\$ 759,892	\$ 786,714	\$ 786,196	\$ 881,368	\$ —	\$ 881,368	\$ 95,172	12.11 %
Total 3120 Town Engineering	\$ 998,807	\$ 1,012,880	\$ 1,172,113	\$ 1,220,210	\$ —	\$ 1,220,210	\$ 48,097	4.10 %
Total 3130 Street Lighting	\$ 189,845	\$ 167,412	\$ 190,500	\$ 190,000	\$ —	\$ 190,000	\$ (500)	(0.26) %
Total 3210 Highway	\$ 1,382,961	\$ 1,513,529	\$ 1,701,427	\$ 1,705,224	\$ —	\$ 1,705,224	\$ 3,797	0.22 %
Total 3220 Equipment Maint.	\$ 944,698	\$ 930,756	\$ 961,531	\$ 1,024,781	\$ —	\$ 1,024,781	\$ 63,250	6.58 %
Total 3230 Snow Removal	\$ 1,434,533	\$ 1,122,072	\$ 1,594,186	\$ 1,633,977	\$ —	\$ 1,633,977	\$ 39,791	2.50 %
Total 3310 Parks	\$ 1,424,014	\$ 1,445,245	\$ 1,735,328	\$ 1,760,735	\$ —	\$ 1,760,735	\$ 25,407	1.46 %
Total 3320 Forestry	\$ 509,407	\$ 436,535	\$ 555,920	\$ 578,422	\$ —	\$ 578,422	\$ 22,502	4.05 %
Total 3330 Cemetery	\$ 339,020	\$ 381,044	\$ 412,761	\$ 459,348	\$ —	\$ 459,348	\$ 46,587	11.29 %
Total 3410 Refuse Collection	\$ 1,084,157	\$ 1,390,417	\$ 1,255,735	\$ 1,437,563	\$ —	\$ 1,437,563	\$ 181,828	14.48 %
Total 3420 Recycling	\$ 1,314,058	\$ 1,675,580	\$ 1,995,928	\$ 2,300,418	\$ —	\$ 2,300,418	\$ 304,490	15.26 %
Total 3430 Refuse Disposal	\$ 688,418	\$ 698,237	\$ 723,481	\$ 779,754	\$ —	\$ 779,754	\$ 56,273	7.78 %
Total 3100-3500 DPW Gen'l Fund	\$11,069,810	\$11,560,421	\$ 13,085,106	\$13,971,800	\$ —	\$ 13,971,800	\$ 886,693	6.78 %

Object Code Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 4,076,586	\$ 4,303,511	\$ 4,752,560	\$ 4,929,098	\$ —	\$ 4,929,098	\$ 176,538	3.71 %
Overtime	\$ 573,122	\$ 579,507	\$ 483,260	\$ 499,067	\$ —	\$ 499,067	\$ 15,807	3.27 %
<i>Personal Services</i>	<i>\$ 4,649,707</i>	<i>\$ 4,883,018</i>	<i>\$ 5,235,820</i>	<i>\$ 5,428,165</i>	<i>\$ —</i>	<i>\$ 5,428,165</i>	<i>\$ 192,345</i>	<i>3.67 %</i>
Contractual Services	\$ 4,709,004	\$ 5,212,152	\$ 5,906,386	\$ 6,622,735	\$ —	\$ 6,622,735	\$ 716,349	12.13 %
Utilities	\$ 474,007	\$ 423,989	\$ 514,100	\$ 493,100	\$ —	\$ 493,100	\$ (21,000)	(4.08) %
Supplies	\$ 1,167,569	\$ 965,116	\$ 1,243,800	\$ 1,286,900	\$ —	\$ 1,286,900	\$ 43,100	3.47 %
Small Capital	\$ 69,522	\$ 76,147	\$ 185,000	\$ 140,900	\$ —	\$ 140,900	\$ (44,100)	(23.84) %
<i>Expenses</i>	<i>\$ 6,420,103</i>	<i>\$ 6,677,403</i>	<i>\$ 7,849,286</i>	<i>\$ 8,543,635</i>	<i>\$ —</i>	<i>\$ 8,543,635</i>	<i>\$ 694,348</i>	<i>8.85 %</i>
Total 3100-3500 DPW Gen'l Fund	\$11,069,810	\$11,560,421	\$ 13,085,106	\$13,971,800	\$ —	\$ 13,971,800	\$ 886,693	6.78 %

3000-3500 DPW Summary

Program: Public Works
Town of Lexington, MA

Budget Summary - Grants & Revolving Funds*

Funding Sources (Non-General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Lexington Tree Fund	\$ 217,571	\$ 38,800	\$ 120,000	\$ 150,000	\$ —	\$ 150,000	\$ 30,000	25.00 %
Burial Containers	\$ 57,323	\$ 40,490	\$ 60,000	\$ 60,000	\$ —	\$ 60,000	\$ —	— %
Compost Operations	\$ 881,867	\$ 1,098,040	\$ 858,368	\$ 953,383	\$ —	\$ 953,383	\$ 95,015	11.07 %
ARPA Grant Funds	\$ —	\$ —	\$ —	\$ 165,000	\$ —	\$ 165,000	\$ —	— %
Minuteman Household Hazardous Waste	\$ 171,732	\$ 259,476	\$ 250,000	\$ 250,000	\$ —	\$ 250,000	\$ —	— %
Total 3100-3500 DPW Rev. Funds	\$ 1,328,493	\$ 1,436,806	\$ 1,288,368	\$ 1,578,383	\$ —	\$ 1,578,383	\$ 290,015	22.51 %

*Revolving Funds are authorized by Town Meeting via Article 9, and are not appropriated under Article 4.

Appropriation Summary (Non-General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Tree Revolving Fund (3320)								
Expenses	\$ 115,457	\$ 70,336	\$ 120,000	\$ 150,000	\$ —	\$ 150,000	\$ 30,000	25.00 %
Burial Containers Revolving Fund (3330)								
Expenses	\$ 33,460	\$ 26,690	\$ 60,000	\$ 60,000	\$ —	\$ 60,000	\$ —	— %
Compost Operations Rev. Fund (3420)	\$ 929,350	\$ 940,275	\$ 858,368	\$ 953,383	\$ —	\$ 953,383	\$ 95,015	11.07 %
Compensation	\$ 346,268	\$ 360,383	\$ 368,821	\$ 418,455	\$ —	\$ 418,455	\$ 49,634	13.46 %
Expenses	\$ 274,804	\$ 315,730	\$ 225,600	\$ 257,600	\$ —	\$ 257,600	\$ 32,000	14.18 %
Benefits	\$ 80,803	\$ 75,726	\$ 81,981	\$ 95,362	\$ —	\$ 95,362	\$ 13,381	16.32 %
Debt	\$ 227,475	\$ 188,436	\$ 181,966	\$ 181,966	\$ —	\$ 181,966	\$ —	— %
Refuse & Recycling Collection Rev. Fund (3420)								
Expenses	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
ARPA Grant Funds								
Expenses	\$ —	\$ —	\$ —	\$ 165,000	\$ —	\$ 165,000	\$ —	— %
Minuteman Household Hazardous Waste (3420)								
Expenses	\$ 155,685	\$ 190,685	\$ 250,000	\$ 250,000	\$ —	\$ 250,000	\$ —	— %
Total 3100-3500 DPW Rev. Funds	\$ 1,233,952	\$ 1,227,984	\$ 1,288,368	\$ 1,578,383	\$ —	\$ 1,578,383	\$ 290,015	22.51 %

Budget Summary - All Funds

Appropriation Summary (All Funds)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 4,995,975	\$ 5,243,401	\$ 5,604,641	\$ 5,846,620	\$ —	\$ 5,846,620	\$ 241,979	4.32 %
Expenses	\$ 6,999,509	\$ 7,280,844	\$ 8,504,886	\$ 9,261,235	\$ —	\$ 9,261,235	\$ 756,349	8.89 %
Benefits (Revolving Funds)	\$ 80,803	\$ 75,726	\$ 81,981	\$ 95,362	\$ —	\$ 95,362	\$ 13,381	16.32 %
Debt Service (Revolving Fund)	\$ 227,475	\$ 188,436	\$ 181,966	\$ 181,966	\$ —	\$ 181,966	\$ —	— %
Total 3100-3500 DPW All Funds	\$12,303,762	\$12,788,405	\$ 14,373,474	\$15,385,183	\$ —	\$ 15,385,183	\$1,011,709	7.04 %

Mission: This element of the budget provides executive direction and leadership to all aspects of the Department of Public Works (DPW) by promoting best management practices, administering Town policies and providing engineering support to other DPW divisions and Town departments.

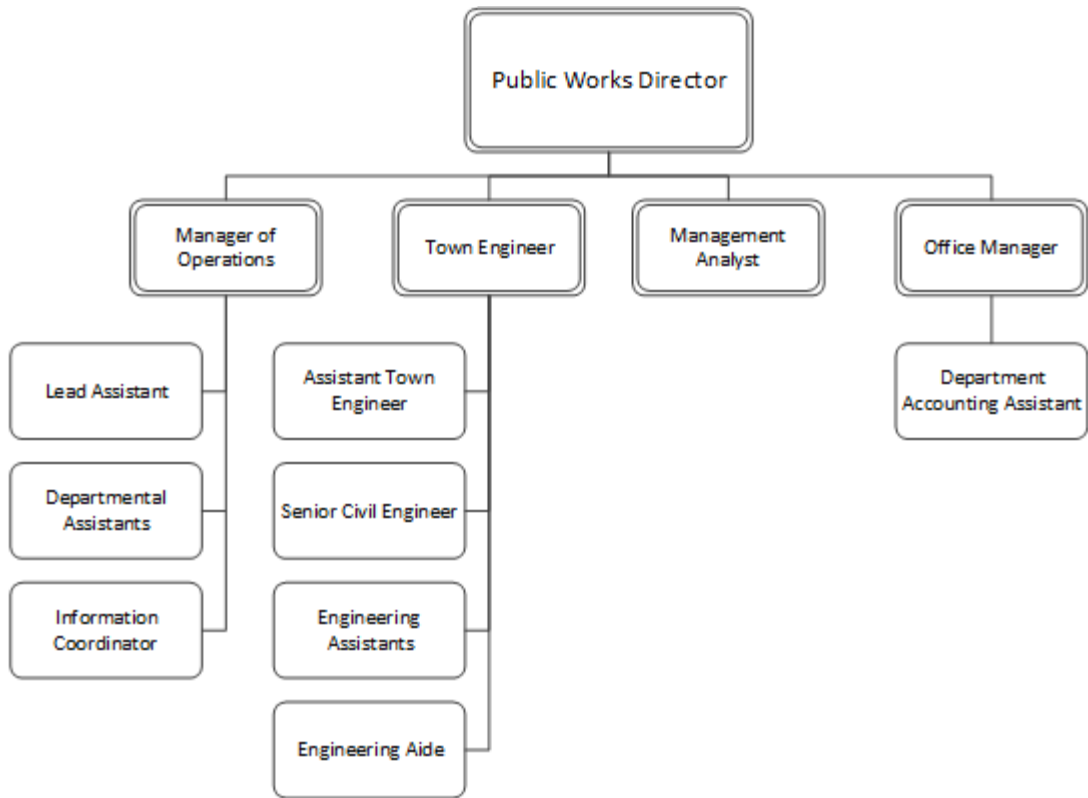
Budget Overview:

DPW Administration includes Administration, Operations, Engineering and Street Lighting. DPW Administration Management staff plan, supervise, coordinate, schedule and direct the department's activities. Staff are responsible for preparing budgets, monitoring expenditures, developing bid specifications for DPW procurements, responding to citizens' questions and concerns, evaluating work performance, performing inspections, managing projects and scheduling work assignments.

Staff also support various committees including the Permanent Building Committee, the Center Committee, the Capital Expenditures Committee, the Conservation Committee, the Bicycle Advisory Committee, the Tree Committee, and Sustainable Lexington.

Division Initiatives:

1. Continue use of work order system and explore other programs that ensure the efficiency of customer response and also enhance employee skills.
2. Continue to research and implement new technologies that improve efficiency and effectiveness.
3. Maintain and create a diverse and talented workforce by utilizing improved employee recruitment processes and continuing to promote professional growth and development of staff.
4. Continue to research and implement environmental initiatives.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Element 3110: DPW Administration				
Director of Public Works	1	1	1	1
Manager of Operations	1	1	1	1
Management Analyst	1	1	1	1
Office Manager	1	1	1	1
Department Lead Assistant	1	1	1	1
Department Account Assistants*	2.6	2.6	2.6	2.6
Information Coordinator**	0	0	1	1
Subtotal FTE	7.6	7.6	8.6	8.6
Subtotal FT/PT	8 FT/0 PT	8 FT/0 PT	9 FT/0 PT	9 FT/0 PT
Element 3120: Engineering				
Town Engineer	1	1	1	1
Assistant Town Engineer	1	1	1	1
Senior Civil Engineer	4	4	4	4
Engineering Assistant	2	2	2	2
Engineering Aide	0.7	0.7	0.7	0.7
Subtotal FTE	8.7	8.7	8.7	8.7
Subtotal FT/PT	8 FT/1 PT	8 FT/1 PT	8 FT/1 PT	8 FT/1 PT
Total FTE	16.3	16.3	17.3	17.3
Total FT/PT	15 FT/2 PT	15 FT/1 PT	16 FT/1 PT	16 FT/1 PT

*One full-time Department Account Assistant is split between the DPW Admin, Water, and Sewer divisions.

**In FY2025, the Information Coordinator was moved from the Highway division to Administration.

Budget Recommendations:

The FY2026 recommended All Funds Administration and Engineering budget, inclusive of the General Fund operating budgets for Administration, Engineering, and Street Lighting, is \$2,291,578. The recommended budget is a \$142,769 or 6.64% increase from the FY2025 budget.

The recommended FY2026 Administration and Engineering General Fund operating budget is \$2,291,578 which is a \$142,769, or 6.64% increase from FY2025. Of this amount, \$1,801,578 is for Compensation and reflects a \$92,769 or 5.43% increase, which is attributable to the cost of step increases. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager's budget.

The recommended FY2026 Administration and Engineering General Fund operating budget for Expenses is \$490,000 and reflects a \$50,000, or 11.36% increase. This net increase is due to an increase in professional services in the Engineering budget, and a decrease of \$(500) or (0.27)% in the Street Lighting expense budget which realizes savings from the LED Street Light conversion.

Program Improvement Requests:

None requested.

3100 DPW Administration & Engineering

Program: Public Works
Town of Lexington, MA

Budget Summary:

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 1,450,199	\$ 1,458,545	\$ 1,601,418	\$ 1,756,606	\$ —	\$ 1,756,606	\$ 155,188	9.69 %
Enterprise Funds (Indirects)	\$ 442,964	\$ 448,477	\$ 468,841	\$ 482,672	\$ —	\$ 482,672	\$ 13,831	2.95 %
Fees & Charges								
Charges for Service	\$ 142	\$ 192	\$ 200	\$ 200	\$ —	\$ 200	\$ —	— %
Licenses & Permits	\$ 55,239	\$ 59,792	\$ 78,350	\$ 52,100	\$ —	\$ 52,100	\$ (26,250)	(33.50)%
Parking Fund	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Total 3100 - General Fund	\$ 1,948,544	\$ 1,967,006	\$ 2,148,809	\$ 2,291,578	\$ —	\$ 2,291,578	\$ 142,769	6.64 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 1,534,186	\$ 1,622,476	\$ 1,708,809	\$ 1,801,578	\$ —	\$ 1,801,578	\$ 92,769	5.43 %
Expenses	\$ 414,358	\$ 344,530	\$ 440,000	\$ 490,000	\$ —	\$ 490,000	\$ 50,000	11.36 %
Total 3100 - General Fund	\$ 1,948,544	\$ 1,967,006	\$ 2,148,809	\$ 2,291,578	\$ —	\$ 2,291,578	\$ 142,769	6.64 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 3110 DPW Administration	\$ 759,892	\$ 786,714	\$ 786,196	\$ 881,368	\$ —	\$ 881,368	\$ 95,172	12.11 %
Total 3120 Engineering	\$ 998,807	\$ 1,012,880	\$ 1,172,113	\$ 1,220,210	\$ —	\$ 1,220,210	\$ 48,097	4.10 %
Total 3130 Street Lighting	\$ 189,845	\$ 167,412	\$ 190,500	\$ 190,000	\$ —	\$ 190,000	\$ (500)	(0.26)%
Total 3100 - General Fund	\$ 1,948,544	\$ 1,967,006	\$ 2,148,809	\$ 2,291,578	\$ —	\$ 2,291,578	\$ 142,769	6.64 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 1,530,117	\$ 1,617,618	\$ 1,696,551	\$ 1,789,178	\$ —	\$ 1,789,178	\$ 92,627	5.46 %
Overtime	\$ 4,069	\$ 4,858	\$ 12,258	\$ 12,400	\$ —	\$ 12,400	\$ 142	1.16 %
<i>Personal Services</i>	<i>\$ 1,534,186</i>	<i>\$ 1,622,476</i>	<i>\$ 1,708,809</i>	<i>\$ 1,801,578</i>	<i>\$ —</i>	<i>\$ 1,801,578</i>	<i>\$ 92,769</i>	<i>5.43 %</i>
Contractual Services	\$ 270,612	\$ 197,857	\$ 288,900	\$ 343,600	\$ —	\$ 343,600	\$ 54,700	18.93 %
Utilities	\$ 91,623	\$ 113,425	\$ 102,200	\$ 102,200	\$ —	\$ 102,200	\$ —	— %
Supplies	\$ 52,059	\$ 33,075	\$ 47,900	\$ 43,300	\$ —	\$ 43,300	\$ (4,600)	(9.60)%
Small Capital	\$ 64	\$ 172	\$ 1,000	\$ 900	\$ —	\$ 900	\$ (100)	(10.00)%
<i>Expenses</i>	<i>\$ 414,358</i>	<i>\$ 344,530</i>	<i>\$ 440,000</i>	<i>\$ 490,000</i>	<i>\$ —</i>	<i>\$ 490,000</i>	<i>\$ 50,000</i>	<i>11.36 %</i>
Total 3100 - General Fund	\$ 1,948,544	\$ 1,967,006	\$ 2,148,809	\$ 2,291,578	\$ —	\$ 2,291,578	\$ 142,769	6.64 %

Mission: The Highway Division maintains the town streets, sidewalks and stormwater infrastructure, providing for the safe movement of vehicular and pedestrian traffic. The Highway Division performs minor construction repairs, snow and ice operations for roadways and sidewalks, maintains all traffic signage, traffic markings and supervises contractual service providers that perform repairs, cleaning and maintenance work. In addition, the Equipment Maintenance Division ensures the Town's fleet is operational and well maintained by performing repairs, preventive maintenance and managing the fuel management program.

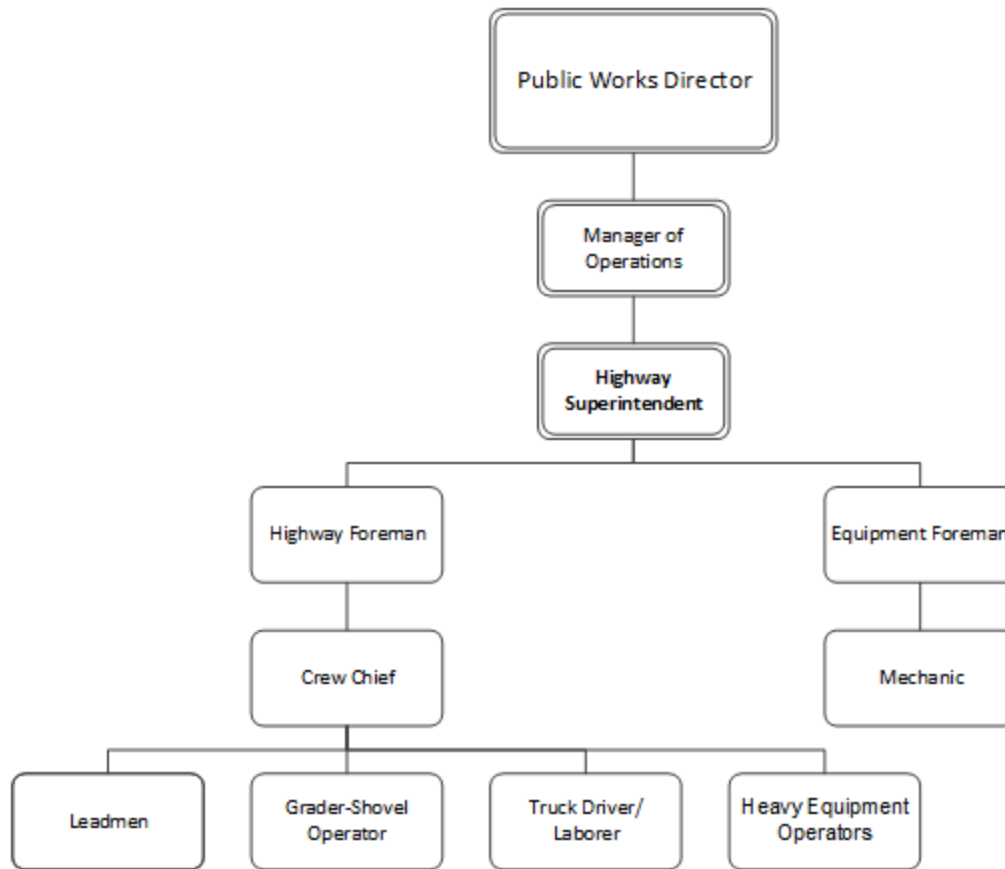
Budget Overview: The Highway Division includes Highway Maintenance, Equipment Maintenance and Snow Removal.

- Highway Maintenance is responsible for all public streets, sidewalks, town parking lots, drainage infrastructure and brooks, performing minor construction repairs, as well as maintaining all traffic signage and traffic markings.
- Equipment Maintenance is responsible for the repair and preventive maintenance of 160 vehicles, rolling stock and equipment.
- Snow Removal is responsible for removing snow and treating 155 miles of roads and 62 miles of sidewalks.

The Highway Division staff works with and provides support to the Sidewalk and Center Committees.

Division Initiatives:

1. Continue with the repair and replacement of sidewalks based on the 2020 BETA sidewalk assessment report.
2. Continue with Municipal Separate Storm Sewer System (MS4) permitting requirements including street sweeping, catch basin cleaning, culvert cleaning, brook cleaning and stormwater best management practices.
3. Take proactive measures to clean and repair catch basins townwide.
4. Provide timely and efficient response to road hazards that arise on Town roads.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Element 3210: Highway Maintenance				
Supt. of Equipment, Highways & Drains	1	1	1	1
Highway Foreman	1	1	1	1
Crew Chief	2	2	2	2
Leadman	2	2	2	2
Shovel Operator	1	1	1	1
Heavy Equipment Operator	5	5	5	5
Information Coordinator**	1	1	0	0
Seasonal Laborer	0.5	0.5	0.5	0.5
Subtotal FTE	13.5	13.5	12.5	12.5
Subtotal FT/PT	13 FT/1 PT	13 FT/1 PT	12 FT/1 PT	12 FT/1 PT
Element 3220: Equipment Maintenance				
Equipment Foreman	1	1	1	1
Mechanic	4	4	4	4
Subtotal FTE	5	5	5	5
Subtotal FT/PT	5 FT/0 PT	5 FT/0 PT	5 FT/0 PT	5 FT/0 PT
Total FTE	18.5	18.5	17.5	17.5
Total FT/PT	18 FT/1 PT	18 FT/1 PT	17 FT/1 PT	17 FT/1 PT

**In FY2025, the Information Coordinator was moved from the Highway division to Administration.

Budget Recommendations:

The FY2026 recommended Highway budget inclusive of the Highway Maintenance, Equipment Maintenance and Snow Removal divisions is \$4,363,982. The recommended budget is a \$106,838, or 2.51%, increase from the FY2025 budget.

The budget for Compensation is \$1,633,182, and reflects an increase of \$18,580 or 1.15%, which is attributable to the cost of contractually obligated step increases and cost of living adjustments in the contract with Public Works staff.

The budget for Expenses is \$2,730,800 and reflects an \$88,258 or 3.34% increase which is due to an increase in EV charger maintenance costs, vehicle parts and supplies, contract services, and plow contract costs, offset by a decrease in gasoline/diesel costs.

Program Improvement Requests:

None requested.

3200 Highway

Budget Summary:

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$3,685,958	\$3,497,446	\$ 4,191,945	\$4,257,860	\$ —	\$ 4,257,860	\$ 65,915	1.57 %
Enterprise Funds (Indirects)	\$ 76,234	\$ 68,911	\$ 65,199	\$ 67,122	\$ —	\$ 67,122	\$ 1,923	2.95 %
Fees & Charges								
Parking Fund	\$ —	\$ —	\$ —	\$ 39,000	\$ —	\$ 39,000	\$ 39,000	— %
Total 3200 Highway	\$3,762,192	\$3,566,357	\$ 4,257,144	\$4,363,982	\$ —	\$ 4,363,982	\$ 106,838	2.51 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$1,561,421	\$1,540,345	\$ 1,614,602	\$1,633,182	\$ —	\$ 1,633,182	\$ 18,580	1.15 %
Expenses	\$2,200,770	\$2,026,012	\$ 2,642,542	\$2,730,800	\$ —	\$ 2,730,800	\$ 88,258	3.34 %
Total 3200 Highway	\$3,762,192	\$3,566,357	\$ 4,257,144	\$4,363,982	\$ —	\$ 4,363,982	\$ 106,838	2.51 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 3210 Highway Maintenance	\$1,382,961	\$1,513,529	\$ 1,701,427	\$1,705,224	\$ —	\$ 1,705,224	\$ 3,797	0.22 %
Total 3220 Equipment Maintenance	\$ 944,698	\$ 930,756	\$ 961,531	\$1,024,781	\$ —	\$ 1,024,781	\$ 63,250	6.58 %
Total 3230 Snow Removal	\$1,434,533	\$1,122,072	\$ 1,594,186	\$1,633,977	\$ —	\$ 1,633,977	\$ 39,791	2.50 %
Total 3200 Highway	\$3,762,192	\$3,566,357	\$ 4,257,144	\$4,363,982	\$ —	\$ 4,363,982	\$ 106,838	2.51 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$1,188,253	\$1,235,496	\$ 1,280,088	\$1,287,542	\$ —	\$ 1,287,542	\$ 7,454	0.58 %
Overtime	\$ 373,168	\$ 304,849	\$ 334,514	\$ 345,640	\$ —	\$ 345,640	\$ 11,126	3.33 %
<i>Personal Services</i>	<i>\$1,561,421</i>	<i>\$1,540,345</i>	<i>\$ 1,614,602</i>	<i>\$1,633,182</i>	<i>\$ —</i>	<i>\$ 1,633,182</i>	<i>\$ 18,580</i>	<i>1.15 %</i>
Contractual Services	\$1,002,528	\$1,000,002	\$ 1,277,042	\$1,352,300	\$ —	\$ 1,352,300	\$ 75,258	5.89 %
Utilities	\$ 263,746	\$ 229,761	\$ 319,100	\$ 289,100	\$ —	\$ 289,100	\$ (30,000)	(9.40)%
Supplies	\$ 871,196	\$ 732,233	\$ 949,400	\$ 982,400	\$ —	\$ 982,400	\$ 33,000	3.48 %
Small Capital	\$ 63,300	\$ 64,017	\$ 97,000	\$ 107,000	\$ —	\$ 107,000	\$ 10,000	10.31 %
<i>Expenses</i>	<i>\$2,200,770</i>	<i>\$2,026,012</i>	<i>\$ 2,642,542</i>	<i>\$2,730,800</i>	<i>\$ —</i>	<i>\$ 2,730,800</i>	<i>\$ 88,258</i>	<i>3.34 %</i>
Total 3200 Highway	\$3,762,192	\$3,566,357	\$ 4,257,144	\$4,363,982	\$ —	\$ 4,363,982	\$ 106,838	2.51 %

Mission: The Public Grounds Division, working with other Town Departments, user groups and concerned citizens, supports various Town services and recreational opportunities that help to preserve the Town's green character and open spaces, and promote public safety. Through the Cemetery Division, it also serves bereaved families and provides well-maintained cemetery grounds.

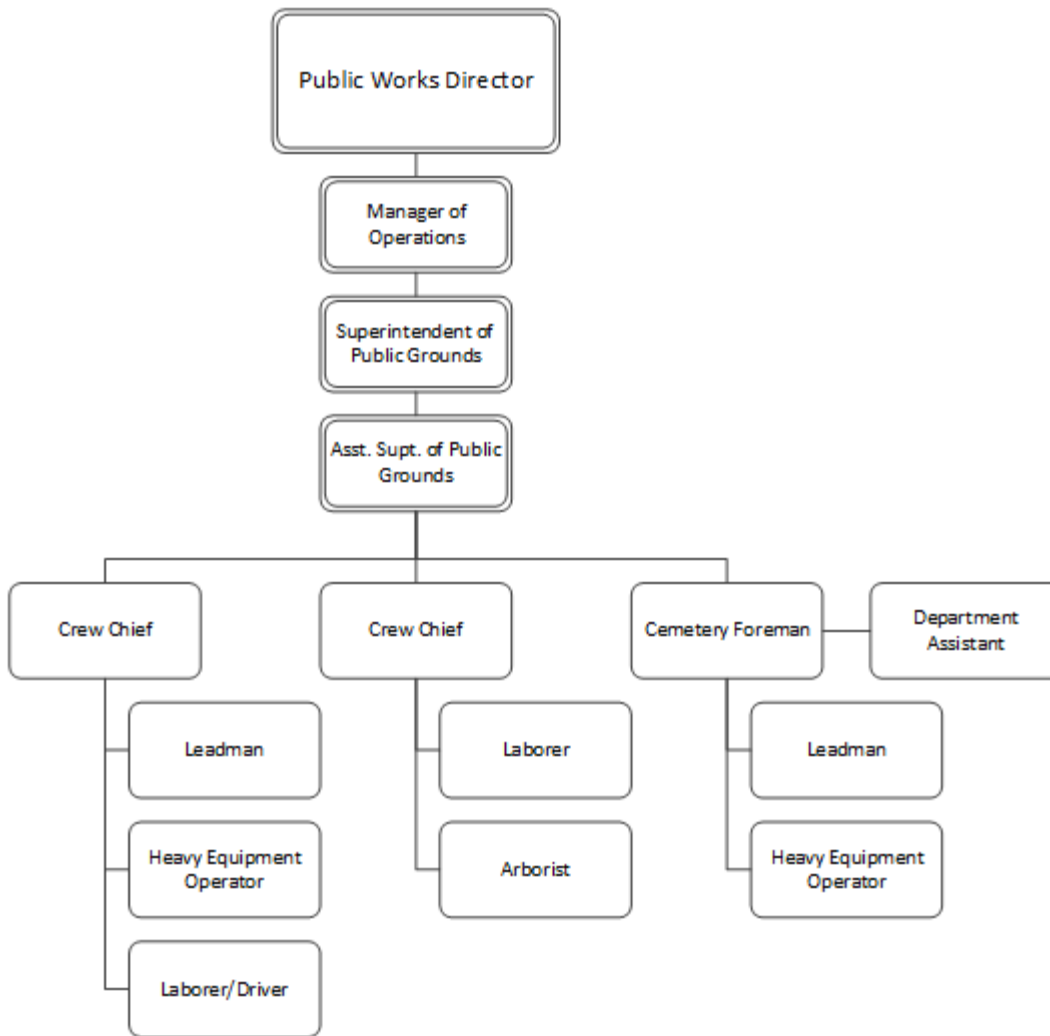
Budget Overview: The Public Grounds Division is comprised of the Parks, Forestry, and Cemetery functions.

- The Parks staff maintain 9 parks, 12 playgrounds, 28 conservation areas, 41 athletic fields, 12 school grounds, 4 tennis facilities, 3 historical sites, the pool and reservoir complexes as well as the Town's bicycle, fitness and conservation trails totaling approximately 630 acres. Lexington's athletic fields are used by many groups, which put excessive demands on these facilities. The new turf program has continued to make a marked improvement in the safety and playability of these fields.
- The Forestry staff maintain approximately 10,000 street trees, an undetermined number of trees on Park and Conservation lands and numerous shrub bed plantings on park, cemetery, school and conservation properties and along right-of-ways.
- The Cemetery staff is responsible for the administration and maintenance of four cemeteries including 21.5 acres in Westview, 6.9 acres in Munroe, 1.28 acres in Colonial and 0.5 acres in Robbins.

Staff support the Recreation, Tree and Bicycle Advisory Committees.

Division Initiatives:

1. Continue the implementation of a proactive park maintenance program to provide safe, well-maintained, aesthetically pleasing parks, athletic fields and public ground areas.
2. Continue to improve two turf areas per year; Varsity Football and Center One Baseball areas are targeted for FY2026.
3. Continue to plant 140 trees in the Town Right-of-Ways, parks, public grounds areas, and setback areas on private property.
4. Continue the implementation of a proactive tree maintenance program to minimize hazard trees and perform timely tree pruning to promote good tree health, safety and aesthetics.
5. Begin using the tree inventory for Town trees.
6. Continue the GPS location of graves at Westview Cemetery and begin plans for the other cemeteries.
7. Become acclimated with using the new Westview Cemetery building.
8. Continue to develop the Green Burial program.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Element 3310: Parks Division				
Superintendent of Public Grounds	1	1	1	1
Asst. Supt. of Public Grounds*	—	—	1	1
Crew Chief	3	3	3	3
Leadman	4	4	4	4
Heavy Equipment Operator	8	8	8	8
Subtotal FTE	16	16	17	17
Subtotal FT/PT	16 FT/0 PT	16 FT/0 PT	17 FT/0 PT	17 FT/0 PT
Element 3320: Forestry Division				
Crew Chief	1	1	1	1
Arborists	3	3	3	3
Heavy Equipment Operator	1	1	1	1
Seasonal Laborer	0.3	0.3	0.3	0.3
Subtotal FTE	5.3	5.3	5.3	5.3
Subtotal FT/PT	5 FT/1 PT	5 FT/1 PT	5 FT/1 PT	5 FT/1 PT
Element 3330: Cemetery Division				
Cemetery Foreman	1	1	1	1
Leadman	1	1	1	1
Heavy Equipment Operator	1	1	1	1
Department Assistant	1	1	1	1
Seasonal Laborer	0.3	0.3	0.3	0.3
Subtotal FTE	4.3	4.3	4.3	4.3
Subtotal FT/PT	4 FT/1 PT	4 FT/1 PT	4 FT/1 PT	4 FT/1 PT
Total FTE	25.6	25.6	26.6	26.6
Total FT/PT	25 FT/2 PT	25 FT/2 PT	25 FT/2 PT	25 FT/2 PT

*In FY2025, an Assistant Superintendent of Public Grounds position was created via a program improvement.

Budget Recommendations:

The FY2026 recommended All Funds Public Grounds budget inclusive of the General Fund operating budgets for the Parks, Forestry and Cemetery divisions and the Burial Containers and Lexington Tree Fund Revolving Funds is \$3,008,505, which is a \$124,496 or 4.32% increase over the FY2025 budget.

The combined Parks, Forestry and Cemetery FY2026 recommended General Fund operating budget is \$2,798,505 which is a \$94,496 or 3.49% increase from the FY2025 General Fund budget.

The combined Parks, Forestry and Cemetery General Fund operating budget for Compensation is \$1,993,405 and reflects a \$80,996 or 4.24% increase, which is attributable to the cost of contractually obligated step increases and cost of living adjustments in the contract with Public Works staff.

The combined Parks, Forestry and Cemetery General Fund operating budget for Expenses is \$805,100 and reflects a \$13,500 or 1.71% increase due to contract costs and tree service expenses.

The combined FY2026 revolving fund budgets are funded at \$210,000, an increase of \$30,000, attributable to the Tree Revolving Fund. The increase in the Tree Revolving budget is supported by increasing tree removal mitigation payments and will allow for additional tree planting in FY2026.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Additional Removal & Pruning from Tree Inventory	\$ 200,000	\$ —	\$ 200,000	\$ 200,000	\$ —	\$ 200,000	\$ —

Recommended to be funded by Free Cash as a one-time expense in FY2026.

3300 Public Grounds

Budget Summary:

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 1,862,116	\$ 1,710,215	\$ 2,284,137	\$ 2,297,687	\$ —	\$ 2,297,687	\$ 13,550	0.59%
Enterprise Funds (Indirects)	\$ —	\$ 96,963	\$ 99,872	\$ 102,818	\$ —	\$ 102,818	\$ 2,946	2.95%
Fees & Charges								
Cemetery Prep Fees	\$ 308,826	\$ 324,748	\$ 250,000	\$ 298,000	\$ —	\$ 298,000	\$ 48,000	19.20%
Directed Funding								
Cemetery Trust	\$ 101,500	\$ 130,898	\$ 70,000	\$ 100,000	\$ —	\$ 100,000	\$ 30,000	42.86%
Total 3300 - General Fund	\$ 2,272,442	\$ 2,262,824	\$ 2,704,009	\$ 2,798,505	\$ —	\$ 2,798,505	\$ 94,496	3.49%

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 1,554,100	\$ 1,720,196	\$ 1,912,409	\$ 1,993,405	\$ —	\$ 1,993,405	\$ 80,996	4.24%
Expenses	\$ 718,342	\$ 542,627	\$ 791,600	\$ 805,100	\$ —	\$ 805,100	\$ 13,500	1.71%
Total 3300 - General Fund	\$ 2,272,442	\$ 2,262,824	\$ 2,704,009	\$ 2,798,505	\$ —	\$ 2,798,505	\$ 94,496	3.49%

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 3310 Parks Division	\$ 1,424,014	\$ 1,445,245	\$ 1,735,328	\$ 1,760,735	\$ —	\$ 1,760,735	\$ 25,407	1.46%
Total 3320 Forestry	\$ 509,407	\$ 436,535	\$ 555,920	\$ 578,422	\$ —	\$ 578,422	\$ 22,502	4.05%
Total 3330 Cemetery	\$ 339,020	\$ 381,044	\$ 412,761	\$ 459,348	\$ —	\$ 459,348	\$ 46,587	11.29%
Total 3300 - General Fund	\$ 2,272,442	\$ 2,262,824	\$ 2,704,009	\$ 2,798,505	\$ —	\$ 2,798,505	\$ 94,496	3.49%

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 1,358,215	\$ 1,450,397	\$ 1,775,921	\$ 1,852,378	\$ —	\$ 1,852,378	\$ 76,457	4.31%
Overtime	\$ 195,885	\$ 269,800	\$ 136,488	\$ 141,027	\$ —	\$ 141,027	\$ 4,539	3.33%
<i>Personal Services</i>	<i>\$ 1,554,100</i>	<i>\$ 1,720,196</i>	<i>\$ 1,912,409</i>	<i>\$ 1,993,405</i>	<i>\$ —</i>	<i>\$ 1,993,405</i>	<i>\$ 80,996</i>	<i>4.24%</i>
Contractual Services	\$ 381,890	\$ 264,887	\$ 405,200	\$ 449,300	\$ —	\$ 449,300	\$ 44,100	10.88%
Utilities	\$ 118,638	\$ 80,803	\$ 92,800	\$ 101,800	\$ —	\$ 101,800	\$ 9,000	9.70%
Supplies	\$ 211,656	\$ 184,980	\$ 206,600	\$ 221,000	\$ —	\$ 221,000	\$ 14,400	6.97%
Small Capital	\$ 6,158	\$ 11,958	\$ 87,000	\$ 33,000	\$ —	\$ 33,000	\$ (54,000)	-62.07%
<i>Expenses</i>	<i>\$ 718,342</i>	<i>\$ 542,627</i>	<i>\$ 791,600</i>	<i>\$ 805,100</i>	<i>\$ —</i>	<i>\$ 805,100</i>	<i>\$ 13,500</i>	<i>1.71%</i>
Total 3300 - General Fund	\$ 2,272,442	\$ 2,262,824	\$ 2,704,009	\$ 2,798,505	\$ —	\$ 2,798,505	\$ 94,496	3.49%

Budget Summary - Revolving Funds*

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Lexington Tree Fund	\$ 217,571	\$ 38,800	\$ 120,000	\$ 150,000	\$ —	\$ 150,000	\$ 30,000	25.00%
Burial Containers	\$ 57,323	\$ 40,490	\$ 60,000	\$ 60,000	\$ —	\$ 60,000	\$ —	—%
Total 3300 - Revolving Funds	\$ 274,894	\$ 79,290	\$ 180,000	\$ 210,000	\$ —	\$ 210,000	\$ 30,000	16.67%

*Revolving Funds are authorized by Town Meeting via Article 9, and are not appropriated under Article 4.

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Lexington Tree Revolving Fund								
Expenses	\$ 115,457	\$ 70,336	\$ 120,000	\$ 150,000	\$ —	\$ 150,000	\$ 30,000	25.00%
Burial Container Revolving Fund								
Expenses	\$ 33,460	\$ 26,690	\$ 60,000	\$ 60,000	\$ —	\$ 60,000	\$ —	—%
Total 3300 - Revolving Funds	\$ 148,917	\$ 97,026	\$ 180,000	\$ 210,000	\$ —	\$ 210,000	\$ 30,000	16.67%

Budget Summary - All Funds

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 1,554,100	\$ 1,720,196	\$ 1,912,409	\$ 1,993,405	\$ —	\$ 1,993,405	\$ 80,996	4.24%
Expenses	\$ 867,259	\$ 639,653	\$ 971,600	\$ 1,015,100	\$ —	\$ 1,015,100	\$ 43,500	4.48%
Total 3300 - All Funds	\$ 2,421,359	\$ 2,359,850	\$ 2,884,009	\$ 3,008,505	\$ —	\$ 3,008,505	\$ 124,496	4.32%

Mission: The Environmental Services Division manages the solid waste, recyclables, yard waste and household hazardous products generated by households and municipal facilities. The Division also provides educational materials on ways to reduce solid waste, increase recycling and composting, and reduce the toxicity of the waste stream.

Budget Overview: The Environmental Services Division includes Refuse Collection and Disposal, Recycling, Yard Waste and Appliance/Electronic Waste.

Refuse collection is the curbside collection of non-recyclable residential solid waste and the separate collection of large appliances and yard waste. Recycling is the curbside collection of recyclable products, management of yard waste operations at the Hartwell Avenue Compost Facility, operation of the Minuteman Household Hazardous Products regional facility and curbside collection of televisions, computer monitors and other electronics (CRTs) and drop-off of corrugated cardboard.

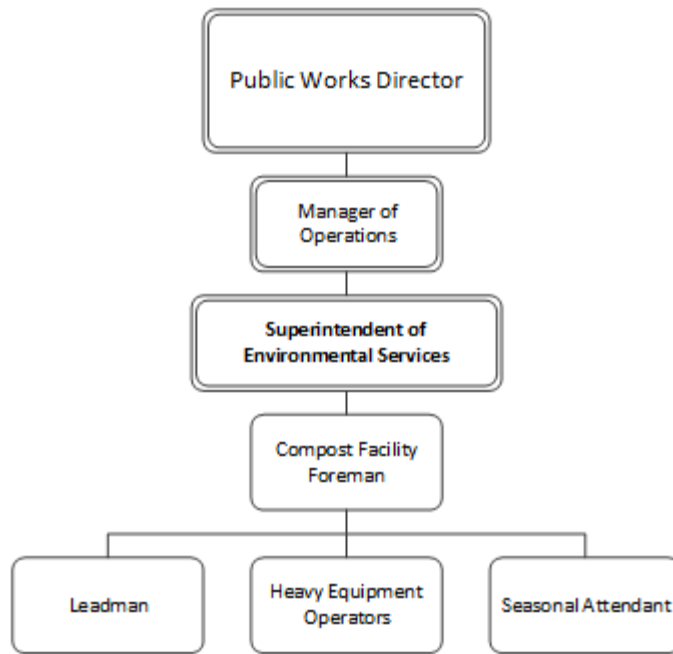
The Town entered into a 5-year contract for the collection of trash and recyclables with Capitol Waste beginning July 1, 2023 running through June 30, 2028. This budget incorporates contract prices.

In FY2024 the Town Manager recommended, and Town Meeting voted, to create a Refuse Collection Revolving Fund which was intended to generate a fee for collection and disposal of bulky items and white goods. After further discussion and consideration the Select Board chose not to implement a fee for this service during FY2024. The cost for collection and disposal of these items remains in the Town's Refuse Collection budget at no additional cost to the user.

The Town is also currently under contract with Wheelabrator in North Andover for refuse disposal through June 30, 2025.

Division Initiatives:

1. Continue to monitor the Capitol Waste contract to ensure quality and timely service.
2. Continue to support programs to divert organics and other hard-to-manage items such as mattresses, food waste, and carpet from residential trash
3. Assess markets and pricing for compost, loam, leaf, bark mulch and yard waste disposal permits. Propose increase of disposal rates and product pricing reflected in the local markets.
4. Continue to support Zero Waste activities and programs, to promote waste reduction programs at public events such as Discovery Day, community fairs and other events.
5. Continue the implementation of DPW yard/compost facility operation's plan including gate installation, security and conservation improvements.
6. Develop and implement cost effective management plan to divert organics from Lexington's municipal solid waste (MSW).
7. Continue compliance as directed by Mass DEP waste bans of mattresses, carpet and organics.
8. Continue to develop a long term plan to identify waste streams and implement waste reduction and diversion programs and explore alternative disposal options available in the future.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Element 3420: Recycling* (Compost Facility)				
Superintendent of Environmental Services	1	1	1	1
Compost Facility Foreman	1	1	1	1
Leadman	1	1	1	1
Heavy Equipment Operator**	1	2	2	2
Seasonal Attendant**	0.7	—	—	—
Subtotal FTE	4.7	5	5	5
Subtotal FT/PT	4 FT/1 PT*	5 FT*	5 FT*	5 FT*
Total FTE	4.7	5	5	5
Total FT/PT	4 FT/1 PT	5 FT	5 FT	5 FT

*The positions shown in Element 3420: Recycling are paid from the DPW Compost Revolving Fund.

**In FY2023, Special Town Meeting 2022-3 voted to upgrade a part-time Seasonal Attendant position to a full-time benefited Heavy Equipment Operator position.

Budget Recommendations:

The recommended FY2026 All Funds Environmental Services budget inclusive of the General Fund operating budgets for the Refuse Collection, Recycling and Refuse Disposal divisions and the Compost Operations and Minuteman Household Hazardous Waste Program Revolving Funds is \$5,886,118, which is a net \$802,606 or 15.79% increase from the FY2025 budget.

There is no Compensation in the Refuse Collection, Recycling and Refuse Disposal General Fund operating budget as all staff are funded within the Compost Operations Revolving Fund budget.

The combined General Fund Refuse Collection, Recycling and Refuse Disposal operating budget for Expenses is \$4,517,735 and reflects a \$542,591 or 13.65% increase. The Refuse Collection expense budget is recommended at \$1,437,563, an increase of \$181,828 or 14.48%, and the Recycling expense budget is recommended at \$2,300,418 an increase of \$304,490 or 15.26%, both of which reflect the Town's contracts for refuse and recycling collections. The Refuse Disposal expense budget is recommended at \$779,754, an increase of \$56,273 or 7.78%, based on contractual increases.

In FY2025 the Town piloted an expansion of the household curbside compost collection program. In FY2026, this budget will maintain this program for 4,000 households at the cost of \$396,000 which is partly funded by the General Fund and partly funded by ARPA funds. The full cost of this program will be incorporated into the General Fund budget for FY2027.

For FY2026 the Town Manager and Superintendent of Schools have agreed to share the cost of the Town's contracted Refuse and Recycling collection and disposal costs for Municipal and School buildings. Previously this cost was included in this Department of Public Works - Environmental Services expense budget. This Preliminary Recommended Budget and Financing Plan has moved the estimated cost of \$112,128 to Shared Expenses and therefore it is not included in the budget request below.

The FY2026 revolving fund budgets are recommended at \$1,368,383, a \$260,015 or 23.46% net increase due to contractually obligated step increases and health benefits. The Minuteman Household Hazardous Waste Program Revolving Fund is level at \$250,000 to reflect historic activity and contractual agreements. The Compost Operations Revolving Fund is recommended at \$953,383, a \$95,015 or 11.07% increase.

Program Improvement Requests:

None requested.

3400 Environmental Services

Program: Public Works
Town of Lexington, MA

Budget Summary:

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$3,086,633	\$3,764,234	\$ 3,975,144	\$4,517,735	\$ —	\$ 4,517,735	\$ 542,591	13.65 %
Total 3400 - General Fund	\$3,086,633	\$3,764,234	\$ 3,975,144	\$4,517,735	\$ —	\$ 4,517,735	\$ 542,590	13.65 %

Appropriation Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Expenses	\$3,086,633	\$3,764,234	\$ 3,975,144	\$4,517,735	\$ —	\$ 4,517,735	\$ 542,591	13.65 %
Total 3400 - General Fund	\$3,086,633	\$3,764,234	\$ 3,975,144	\$4,517,735	\$ —	\$ 4,517,735	\$ 542,590	13.65 %

Program Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 3410 Refuse Collection	\$1,084,157	\$1,390,417	\$ 1,255,735	\$1,437,563	\$ —	\$ 1,437,563	\$ 181,828	14.48 %
Total 3420 Recycling	\$1,314,058	\$1,675,580	\$ 1,995,928	\$2,300,418	\$ —	\$ 2,300,418	\$ 304,490	15.26 %
Total 3430 Refuse Disposal	\$ 688,418	\$ 698,237	\$ 723,481	\$ 779,754	\$ —	\$ 779,754	\$ 56,273	7.78 %
Total 3400 - General Fund	\$3,086,633	\$3,764,234	\$ 3,975,144	\$4,517,735	\$ —	\$ 4,517,735	\$ 542,591	13.65 %

Object Code Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Personal Services</i>	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Contractual Services	\$3,053,974	\$3,749,405	\$ 3,935,244	\$4,477,535	\$ —	\$ 4,477,535	\$ 542,291	13.78 %
Utilities	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Supplies	\$ 32,658	\$ 14,828	\$ 39,900	\$ 40,200	\$ —	\$ 40,200	\$ 300	0.75 %
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$3,086,633</i>	<i>\$3,764,234</i>	<i>\$ 3,975,144</i>	<i>\$4,517,735</i>	<i>\$ —</i>	<i>\$ 4,517,735</i>	<i>\$ 542,590</i>	<i>13.65 %</i>
Total 3400 - General Fund	\$3,086,633	\$3,764,234	\$ 3,975,144	\$4,517,735	\$ —	\$ 4,517,735	\$ 542,590	13.65 %

Budget Summary - Revolving Funds* and Grants

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Compost Operations Rev. Fund	\$ 881,867	\$1,098,040	\$ 858,368	\$ 953,383	\$ —	\$ 953,383	\$ 95,015	11.07 %
Refuse & Recycling Collection Rev. Fund	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Minuteman Haz. Waste Rev. Fund	\$ 171,732	\$ 259,476	\$ 250,000	\$ 250,000	\$ —	\$ 250,000	\$ —	— %
ARPA Grant Funds	\$ —	\$ —	\$ —	\$ 165,000	\$ —	\$ 165,000	\$ 165,000	— %
Total 3400 - Revolving Funds	\$1,053,599	\$1,357,516	\$ 1,108,368	\$1,368,383	\$ —	\$ 1,368,383	\$ 95,015	8.57 %

*Revolving Funds are authorized by Town Meeting via Article 9, and are not appropriated under Article 4.

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compost Operations Rev. Fund	\$ 929,350	\$ 940,275	\$ 858,368	\$ 953,383	\$ —	\$ 953,383	\$ 95,015	11.07 %
Compensation	\$ 346,268	\$ 360,383	\$ 368,821	\$ 418,455	\$ —	\$ 418,455	\$ 49,634	13.46 %
Expenses	\$ 274,804	\$ 315,730	\$ 225,600	\$ 257,600	\$ —	\$ 257,600	\$ 32,000	14.18 %
Benefits	\$ 80,803	\$ 75,726	\$ 81,981	\$ 95,362	\$ —	\$ 95,362	\$ 13,381	16.32 %
Debt	\$ 227,475	\$ 188,436	\$ 181,966	\$ 181,966	\$ —	\$ 181,966	\$ —	— %
Refuse & Recycling Collection Rev. Fund	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Expenses	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Minuteman Haz. Waste Rev. Fund	\$ 155,685	\$ 190,685	\$ 250,000	\$ 250,000	\$ —	\$ 250,000	\$ —	— %
Expenses	\$ 155,685	\$ 190,685	\$ 250,000	\$ 250,000	\$ —	\$ 250,000	\$ —	— %

3400 Environmental Services

Program: Public Works
Town of Lexington, MA

ARPA Grant Funds	\$ —	\$ —	\$ —	\$ 165,000	\$ —	\$ 165,000	\$165,000	— %
Expenses	\$ —	\$ —	\$ —	\$ 165,000	\$ —	\$ 165,000	\$165,000	— %
Total 3400 - Revolving Funds	\$1,085,035	\$1,130,959	\$ 1,108,368	\$1,368,383	\$ —	\$ 1,368,383	\$ 260,015	23.46 %

Budget Summary - All Funds

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 346,268	\$ 360,383	\$ 368,821	\$ 418,455	\$ —	\$ 418,455	\$ 49,634	13.46 %
Expenses	\$3,517,121	\$4,270,649	\$ 4,450,744	\$5,190,335	\$ —	\$ 5,190,335	\$ 739,591	16.62 %
Benefits (Revolving Fund)	\$ 80,803	\$ 75,726	\$ 81,981	\$ 95,362	\$ —	\$ 95,362	\$ 13,381	16.32 %
Debt Service (Revolving Fund)	\$ 227,475	\$ 188,436	\$ 181,966	\$ 181,966	\$ —	\$ 181,966	\$ —	— %
Total 3400 - All Funds	\$4,171,667	\$4,895,192	\$ 5,083,512	\$5,886,118	\$ —	\$ 5,886,118	\$ 802,606	15.79 %

Mission: The Water/Sewer Division strives to enhance the quality of life in Lexington by providing quality drinking water, and ensuring the proper and safe discharge of our wastewater and by maintaining our commitment to improving the infrastructure.

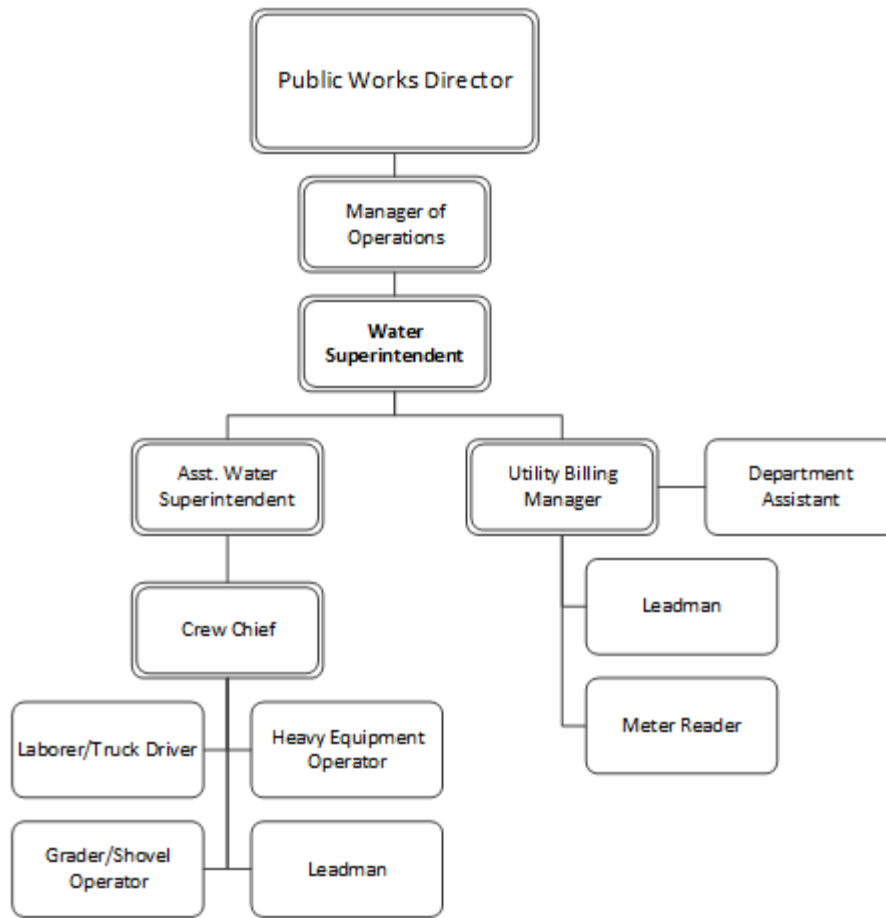
Budget Overview: The Water Division budget is comprised of Water Operations, Massachusetts Water Resources Authority (MWRA) purchases and indirect support from the General Fund.

The Water Operations maintains and repairs the water system that delivers water to Lexington homes and businesses through 154 miles of water mains, 1,747 fire hydrants and two water towers that store 3.24 million gallons of water. The Town has a three-block inclining rate structure to encourage water conservation. As a customer uses more water, the water rate for the additional units increases. Customers are billed twice per year. The Town also sells water to the Town of Bedford at the MWRA wholesale rate plus an administrative fee. The MWRA provides water to Lexington and greater Boston.

Indirect support from the General Fund reflects Water Enterprise Fund expenses (benefits, insurance and engineering support) that are appropriated in the General Fund. The Water Enterprise Fund, therefore, reimburses the General Fund for these expenses through an indirect cost transfer. In FY2026, the Water Enterprise Fund will contribute to the Other Post-Employment Benefits (OPEB) Trust Fund in a funding level that matches the contributions of the General Fund.

Departmental Initiatives:

1. Continue with the Hydrant Maintenance Program.
2. Continue implementation of the Automatic Meter Reading Infrastructure System (AMI).
3. Continue working on a valve/hydrant maintenance and/or backflow/cross connection program.
4. Continue to evaluate water usage, to move towards conservation efforts.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Superintendent of Water & Sewer	0.5	0.5	0.5	0.5
Asst. Supt. of Water & Sewer*	—	—	0.5	0.5
Utility Billing Manager	0.5	0.5	0.5	0.5
Crew Chief	2	2	2	2
Grader-Shovel Operator	1	1	1	1
Leadman/Cross Connector Inspector**	2	3	4	4
Heavy Equipment Operator**	4	3	2	2
Laborer-Meter Reader	1	1	1	1
Dept. Account Assistant***	0.2	0.2	0.2	0.2
Total FTE	11.2	11.2	11.7	11.7
Total FT/PT	10 FT/3 PT	10 FT/3 PT	10 FT/4 PT	10 FT/4 PT

*In FY2025, an Assistant Superintendent of Water & Sewer position was created via a program improvement. This position is shared between the Water & Sewer Enterprise Funds.

**In FY2025, a Heavy Equipment Operator was upgraded to a Leadman via a program improvement.

***One full-time Department Account Assistant is split between the DPW Admin, Water, and Sewer divisions.

Budget Recommendations:

The FY2026 recommended Water operating budget is \$14,643,809, inclusive of indirect costs. The recommended budget reflects a \$1,268,284 or 9.48% increase from the FY2025 budget.

The budget for Compensation is \$1,074,990, and reflects a \$103,572 or 10.66% increase, which is attributable to the cost of contractually obligated step increases and cost of living adjustments in the contract with Public Works staff.

The budget for Expenses is \$650,100 which is an increase of \$35,700, or 5.81% from FY2025, and is primarily due to an increase in contractual services.

In FY2021, a new budget category of Cash Capital was initiated to begin to transition the ongoing water main replacement program to being funded directly by user charges instead of debt financing. This is the sixth year of an 11-year transition to move the entire \$2,200,000 annual program to cash financing. In doing so, rate payers will save a considerable amount on interest costs in the long-term. The FY2026 recommendation for cash capital is \$1,200,000.

Debt service is recommended to be increase by \$51,849 or 3.74% as bonds have been issued for previously approved projects.

The preliminary MWRA Assessment is \$9,275,424, which is a \$843,220 or 10.00% increase from FY2025. This is a conservative placeholder as the final assessment will be issued in June 2025.

In FY2026, it is recommended that the Water Enterprise Fund continue contributing to the Other Post-Employment Benefits Trust Fund, which was initiated in FY2018.

Indirect payments to the General Fund for those costs borne by the General Fund in support of water operations are projected at \$1,002,244, an increase of \$33,943 or 3.51% due to increased benefits expenses.

Program Improvement Requests:

None requested.

3600 Water Enterprise

Program: Public Works
Town of Lexington, MA

Budget Summary:

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Enterprise Funds								
Retained Earnings	\$ —	\$ 500,000	\$ —	\$ —	\$ —	\$ —	\$ —	— %
User Charges	\$ 14,786,042	\$ 12,983,236	\$ 12,352,798	\$ 13,621,082	\$ —	\$ 13,621,082	\$ 1,268,284	10.27 %
Meter Charges	\$ 69,806	\$ 53,980	\$ 53,980	\$ 53,980	\$ —	\$ 53,980	\$ —	— %
Investment Income	\$ 328,490	\$ 619,717	\$ 619,717	\$ 619,717	\$ —	\$ 619,717	\$ —	— %
Fees & Charges	\$ 293,494	\$ 349,030	\$ 349,030	\$ 349,030	\$ —	\$ 349,030	\$ —	— %
Total 3600 Water Enterprise	\$ 15,477,833	\$ 14,505,963	\$ 13,375,525	\$ 14,643,809	\$ —	\$ 14,643,809	\$ 1,268,284	9.48 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 769,073	\$ 820,510	\$ 971,418	\$ 1,074,990	\$ —	\$ 1,074,990	\$ 103,572	10.66 %
Expenses	\$ 380,220	\$ 544,206	\$ 614,400	\$ 650,100	\$ —	\$ 650,100	\$ 35,700	5.81 %
Cash Capital	\$ 600,000	\$ 800,000	\$ 1,000,000	\$ 1,200,000	\$ —	\$ 1,200,000	\$ 200,000	20.00 %
Debt	\$ 1,195,179	\$ 2,375,660	\$ 1,386,157	\$ 1,438,006	\$ —	\$ 1,438,006	\$ 51,849	3.74 %
MWRA	\$ 8,493,467	\$ 8,832,742	\$ 8,432,204	\$ 9,275,424	\$ —	\$ 9,275,424	\$ 843,220	10.00 %
OPEB	\$ 2,761	\$ 2,761	\$ 3,045	\$ 3,045	\$ —	\$ 3,045	\$ —	— %
Indirects	\$ 977,093	\$ 1,011,340	\$ 968,301	\$ 1,002,244	\$ —	\$ 1,002,244	\$ 33,943	3.51 %
Total 3600 Water Enterprise	\$ 12,417,793	\$ 14,387,220	\$ 13,375,525	\$ 14,643,809	\$ —	\$ 14,643,809	\$ 1,268,284	9.48 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
3610 Water Operations	\$ 2,344,472	\$ 3,740,377	\$ 2,971,975	\$ 3,163,096	\$ —	\$ 3,163,096	\$ 191,121	6.43 %
3620 MWRA	\$ 8,493,467	\$ 8,832,742	\$ 8,432,204	\$ 9,275,424	\$ —	\$ 9,275,424	\$ 843,220	10.00 %
Cash Capital	\$ 600,000	\$ 800,000	\$ 1,000,000	\$ 1,200,000	\$ —	\$ 1,200,000	\$ 200,000	20.00 %
OPEB	\$ 2,761	\$ 2,761	\$ 3,045	\$ 3,045	\$ —	\$ 3,045	\$ —	— %
Indirects	\$ 977,093	\$ 1,011,340	\$ 968,301	\$ 1,002,244	\$ —	\$ 1,002,244	\$ 33,943	3.51 %
Total 3600 Water Enterprise	\$ 12,417,793	\$ 14,387,220	\$ 13,375,525	\$ 14,643,809	\$ —	\$ 14,643,809	\$ 1,268,284	9.48 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 609,678	\$ 667,122	\$ 780,362	\$ 881,451	\$ —	\$ 881,451	\$ 101,089	12.95 %
Overtime	\$ 159,395	\$ 153,389	\$ 191,056	\$ 193,539	\$ —	\$ 193,539	\$ 2,483	1.30 %
<i>Personal Services</i>	\$ 769,073	\$ 820,510	\$ 971,418	\$ 1,074,990	\$ —	\$ 1,074,990	\$ 103,572	10.66 %
Contractual Services	\$ 261,544	\$ 276,843	\$ 392,200	\$ 403,200	\$ —	\$ 403,200	\$ 11,000	2.80 %
Utilities	\$ 17,712	\$ 16,864	\$ 18,000	\$ 20,500	\$ —	\$ 20,500	\$ 2,500	13.89 %
Supplies	\$ 100,165	\$ 195,363	\$ 174,200	\$ 191,400	\$ —	\$ 191,400	\$ 17,200	9.87 %
Small Capital	\$ 800	\$ 55,137	\$ 30,000	\$ 35,000	\$ —	\$ 35,000	\$ 5,000	16.67 %
<i>Expenses</i>	\$ 380,220	\$ 544,206	\$ 614,400	\$ 650,100	\$ —	\$ 650,100	\$ 35,700	5.81 %
Cash Capital	\$ 600,000	\$ 800,000	\$ 1,000,000	\$ 1,200,000	\$ —	\$ 1,200,000	\$ 200,000	20.00 %
Debt	\$ 1,195,179	\$ 2,375,660	\$ 1,386,157	\$ 1,438,006	\$ —	\$ 1,438,006	\$ 51,849	3.74 %
MWRA	\$ 8,493,467	\$ 8,832,742	\$ 8,432,204	\$ 9,275,424	\$ —	\$ 9,275,424	\$ 843,220	10.00 %
OPEB	\$ 2,761	\$ 2,761	\$ 3,045	\$ 3,045	\$ —	\$ 3,045	\$ —	— %
Indirects	\$ 977,093	\$ 1,011,340	\$ 968,301	\$ 1,002,244	\$ —	\$ 1,002,244	\$ 33,943	3.51 %
Total 3600 Water Enterprise	\$ 12,417,793	\$ 14,387,220	\$ 13,375,525	\$ 14,643,809	\$ —	\$ 14,643,809	\$ 1,268,284	9.48 %

Mission: The Water/Sewer Division strives to enhance the quality of life in Lexington by providing quality drinking water, by ensuring the proper and safe discharge of wastewater and by maintaining our commitment to improving the infrastructure.

Budget Overview: The Sewer Division budget is comprised of Wastewater Operations, Massachusetts Water Resources Authority (MWRA) purchases and indirect support from the General Fund.

The Sewer Division maintains the wastewater system that serves 99 percent of Town residences and businesses through 34 miles of trunk lines, 119 miles of street lines and 10,326 service connections. There are also ten sewage-pumping stations operated by the Sewer Division. The Town has a three-block inclining rate structure to encourage conservation. Customer sewer usage is determined based on water usage over the same period, with the exception of meters dedicated to outdoor irrigation.

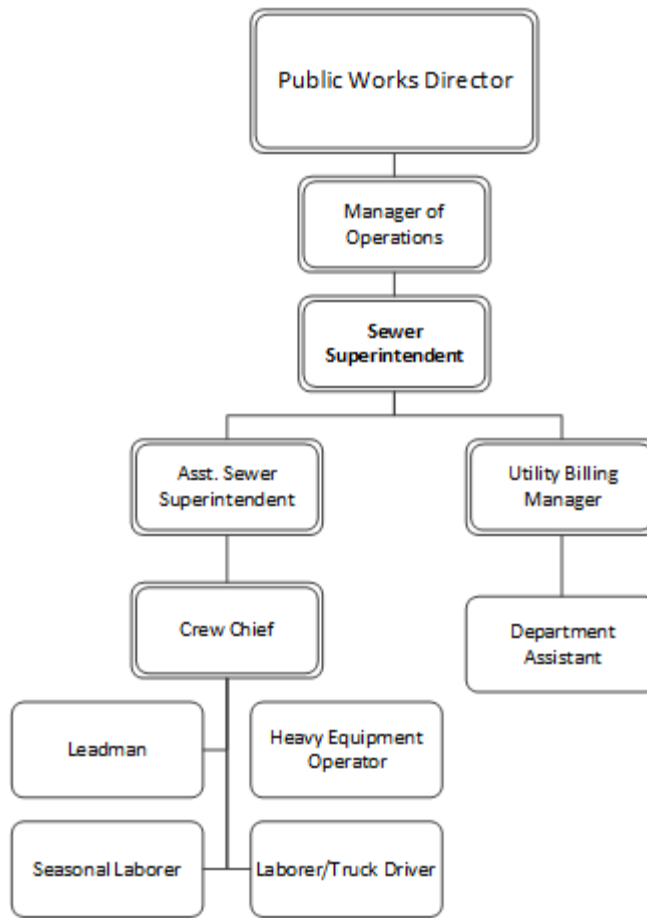
The MWRA provides wastewater treatment to Lexington and Greater Boston at the Deer Island treatment facility.

Indirect support from the General Fund reflects Sewer Enterprise Fund expenses (benefits, insurance and engineering support) that are appropriated in the General Fund. The Sewer Enterprise Fund, therefore, reimburses the General Fund for these expenses through an indirect cost transfer.

In FY2026, the Sewer Enterprise Fund is recommended to contribute to the Other Post-Employment Benefits (OPEB) Trust Fund in a funding level that matches the contributions of the General Fund.

Departmental Initiatives:

1. Continue the pipe flushing program and root removal in all areas.
2. Work with the Water Enterprise Division on the ongoing Automatic Meter Infrastructure System project (AMI).
3. Continue to educate the public on the costs and problems created by Inflow & Infiltration.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Supt. of Water & Sewer	0.5	0.5	0.5	0.5
Asst. Supt. of Water & Sewer*	—	—	0.5	0.5
Utility Billing Manager	0.5	0.5	0.5	0.5
Crew Chief	1	1	1	1
Leadman**	—	1	1	1
Heavy Equipment Operator**	2	1	1	1
Dept. Account Assistant***	0.2	0.2	0.2	0.2
Seasonal Assistant	0.4	0.4	0.4	0.4
Seasonal Laborer	0.3	0.3	0.3	0.3
Total FTE	4.9	4.9	5.4	5.4
Total FT/PT	3 FT/5 PT	3 FT/5 PT	3 FT/6 PT	3 FT/6 PT

*In FY2025, an Assistant Superintendent of Water & Sewer position was created via a program improvement. This position is shared between the Water & Sewer Enterprise Funds.

**In FY2024, a Heavy Equipment Operator was upgraded to a Leadman via a program improvement.

***One full-time Department Account Assistant is split between the DPW Admin, Water, and Sewer divisions.

Budget Recommendations:

The FY2026 recommended Sewer operating budget, inclusive of indirect costs, is \$14,045,519, a \$1,200,917 or 9.35% increase over the FY2025 budget.

The budget for Compensation is \$497,353 and reflects a \$32,495 or 6.99% increase, which is attributable to the cost of contractually obligated step increases and cost of living adjustments in the contract with Public Works staff.

The budget for Expenses is \$592,100, an increase of \$55,700 or 10.38%, which reflects anticipated inflationary increases for electricity, supplies and materials, and software maintenance, and facility service and repair.

In FY2021, a new budget category of Cash Capital was initiated to begin to transition the ongoing sanitary sewer main replacement program to being funded directly by user charges instead of debt financing. This is the sixth year of a 10-year transition to move the entire \$1,000,000 annual program to cash financing. In doing so, rate payers will save a considerable amount on interest costs in the long-term. The FY2026 recommendation for cash capital is \$600,000.

Debt service is recommended to increase by \$79,228 or 4.97% as bonds have been issued for previously approved projects.

The preliminary MWRA Assessment is \$10,068,687, which is a \$915,335 or 10% increase from FY2025. This is a conservative placeholder as the final assessment will be issued in June 2025.

In FY2026, it is recommended that the Sewer Enterprise Fund continue contributing to the Other Post-Employment Benefits Trust Fund, which was initiated in FY2018.

Indirect payments to the General Fund for those costs borne by the General Fund in support of sewer operations are projected at \$614,684, an increase of \$18,159 or 3.04%.

Program Improvement Requests:

None requested.

3700 Sewer Enterprise

Budget Summary:

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Enterprise Funds								
Retained Earnings	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
User Charges	\$11,711,865	\$11,876,188	\$ 12,462,602	\$13,663,519	\$ —	\$ 13,663,519	\$1,200,917	9.64 %
Connection Fees	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Investment Income	\$ 111,770	\$ 61,612	\$ 20,000	\$ 20,000	\$ —	\$ 20,000	\$ —	— %
Fees & Charges	\$ 241,624	\$ 625,248	\$ 362,000	\$ 362,000	\$ —	\$ 362,000	\$ —	— %
Total 3700 Sewer Enterprise	\$12,065,259	\$12,563,047	\$ 12,844,602	\$14,045,519	\$ —	\$ 14,045,519	\$1,200,917	9.35 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 348,279	\$ 356,647	\$ 464,858	\$ 497,353	\$ —	\$ 497,353	\$ 32,495	6.99 %
Expenses	\$ 317,951	\$ 338,893	\$ 536,400	\$ 592,100	\$ —	\$ 592,100	\$ 55,700	10.38 %
Cash Capital	\$ 300,000	\$ 400,000	\$ 500,000	\$ 600,000	\$ —	\$ 600,000	\$ 100,000	20.00 %
Debt	\$ 1,561,467	\$ 1,406,381	\$ 1,592,858	\$ 1,672,086	\$ —	\$ 1,672,086	\$ 79,228	4.97 %
MWRA	\$ 8,432,789	\$ 8,861,891	\$ 9,153,352	\$10,068,687	\$ —	\$ 10,068,687	\$ 915,335	10.00 %
OPEB	\$ 3,004	\$ 3,004	\$ 609	\$ 609	\$ —	\$ 609	\$ —	— %
Indirects	\$ 542,416	\$ 588,040	\$ 596,525	\$ 614,684	\$ —	\$ 614,684	\$ 18,159	3.04 %
Total 3700 Sewer Enterprise	\$11,505,906	\$11,954,855	\$ 12,844,602	\$14,045,519	\$ —	\$ 14,045,519	\$1,200,917	9.35 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
3710 Sewer Enterprise	\$ 2,227,697	\$ 2,101,920	\$ 2,594,116	\$ 2,761,539	\$ —	\$ 2,761,539	\$ 167,423	6.45 %
3720 - MWRA	\$ 8,432,789	\$ 8,861,891	\$ 9,153,352	\$10,068,687	\$ —	\$ 10,068,687	\$ 915,335	10.00 %
Cash Capital	\$ 300,000	\$ 400,000	\$ 500,000	\$ 600,000	\$ —	\$ 600,000	\$ 100,000	20.00 %
OPEB	\$ 3,004	\$ 3,004	\$ 609	\$ 609	\$ —	\$ 609	\$ —	— %
Indirects	\$ 542,416	\$ 588,040	\$ 596,525	\$ 614,684	\$ —	\$ 614,684	\$ 18,159	3.04 %
Total 3700 Sewer Enterprise	\$11,505,906	\$11,954,855	\$ 12,844,602	\$14,045,519	\$ —	\$ 14,045,519	\$1,200,917	9.35 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 291,096	\$ 290,451	\$ 376,795	\$ 408,145	\$ —	\$ 408,145	\$ 31,350	8.32 %
Overtime	\$ 57,183	\$ 66,196	\$ 88,063	\$ 89,208	\$ —	\$ 89,208	\$ 1,145	1.30 %
<i>Personal Services</i>	\$ 348,279	\$ 356,647	\$ 464,858	\$ 497,353	\$ —	\$ 497,353	\$ 32,495	6.99 %
Contractual Services	\$ 190,563	\$ 115,945	\$ 308,400	\$ 341,400	\$ —	\$ 341,400	\$ 33,000	10.70 %
Utilities	\$ 112,136	\$ 166,976	\$ 132,500	\$ 142,500	\$ —	\$ 142,500	\$ 10,000	7.55 %
Supplies	\$ 14,892	\$ 43,007	\$ 79,500	\$ 87,200	\$ —	\$ 87,200	\$ 7,700	9.69 %
Small Capital	\$ 360	\$ 12,964	\$ 16,000	\$ 21,000	\$ —	\$ 21,000	\$ 5,000	31.25 %
<i>Expenses</i>	\$ 317,951	\$ 338,893	\$ 536,400	\$ 592,100	\$ —	\$ 592,100	\$ 55,700	10.38 %
Cash Capital	\$ 300,000	\$ 400,000	\$ 500,000	\$ 600,000	\$ —	\$ 600,000	\$ 100,000	20.00 %
Debt	\$ 1,561,467	\$ 1,406,381	\$ 1,592,858	\$ 1,672,086	\$ —	\$ 1,672,086	\$ 79,228	4.97 %
MWRA	\$ 8,432,789	\$ 8,861,891	\$ 9,153,352	\$10,068,687	\$ —	\$ 10,068,687	\$ 915,335	10.00 %
OPEB	\$ 3,004	\$ 3,004	\$ 609	\$ 609	\$ —	\$ 609	\$ —	— %
Indirects	\$ 542,416	\$ 588,040	\$ 596,525	\$ 614,684	\$ —	\$ 614,684	\$ 18,159	3.04 %
Total 3700 Sewer Enterprise	\$11,505,906	\$11,954,855	\$ 12,844,602	\$14,045,519	\$ —	\$ 14,045,519	\$1,200,917	9.35 %

This Page Intentionally Left Blank.



This Page Intentionally Left Blank.



Section VI: Program 4000: Public Safety

This section includes detailed information about the FY2026 Operating Budget & Financing Plan for public safety. It includes:

- 4100 Law Enforcement VI-3
- 4200 Fire & Rescue VI-10

This Page Intentionally Left Blank.



Mission: The Lexington Police Department provides public safety services to enhance the quality of life in Lexington. A team of dedicated police officers, detectives, dispatchers and support staff work in a coordinated manner to effectively intervene in emergencies, promote traffic safety, suppress crime, reduce fear and deliver services to the community through a variety of prevention, problem solving and law enforcement programs.

Budget Overview: The Police Department is comprised of seven divisions: Administration, Patrol and Enforcement, Traffic Bureau, Investigations, Dispatch, Animal Control and Crossing Guards. In FY2024, the Police Department responded to 15,439 calls for service with 924 crimes investigated.

The Administration division is comprised of 11 full-time and 6 part-time employees including: the Chief and two Captains who oversee administrative and operational functions including budget, planning, training, personnel administration, public affairs and policy development; four Lieutenants who each lead a workgroup consisting of patrol officers, dispatchers and a Sergeant providing 24/7 policing services; an administrative Sergeant who tends to the accreditation program as well as detail assignments and event planning; an office manager and clerk who handle records management, accounting and payroll; a code enforcement officer who enforces town bylaws; 6 cadets who provide administrative support; and a mechanic who purchases, equips and maintains the vehicle fleet and other specialized equipment.

The Patrol and Enforcement division is comprised of 34 officers (29 patrol officers and five sergeants) responsible for responding to a variety of critical front-line services 24/7 including intervening in emergencies, promoting crime prevention and traffic safety as well as suppressing crime.

The Traffic Bureau has one supervisor who oversees the Parking Enforcement Officer (PEO) and one account assistant. Meter and parking enforcement in Lexington Center is done by the PEO. The Traffic Bureau supervisor also manages the school crossing guard program.

The Investigations division is supervised by a Detective Lieutenant who is assisted by the Sergeant Prosecutor and oversees six detectives responsible for investigation and prevention including: two major case detectives, a family services detective, a Community Resource Officer (CRO) and two School Resource Officers (SRO).

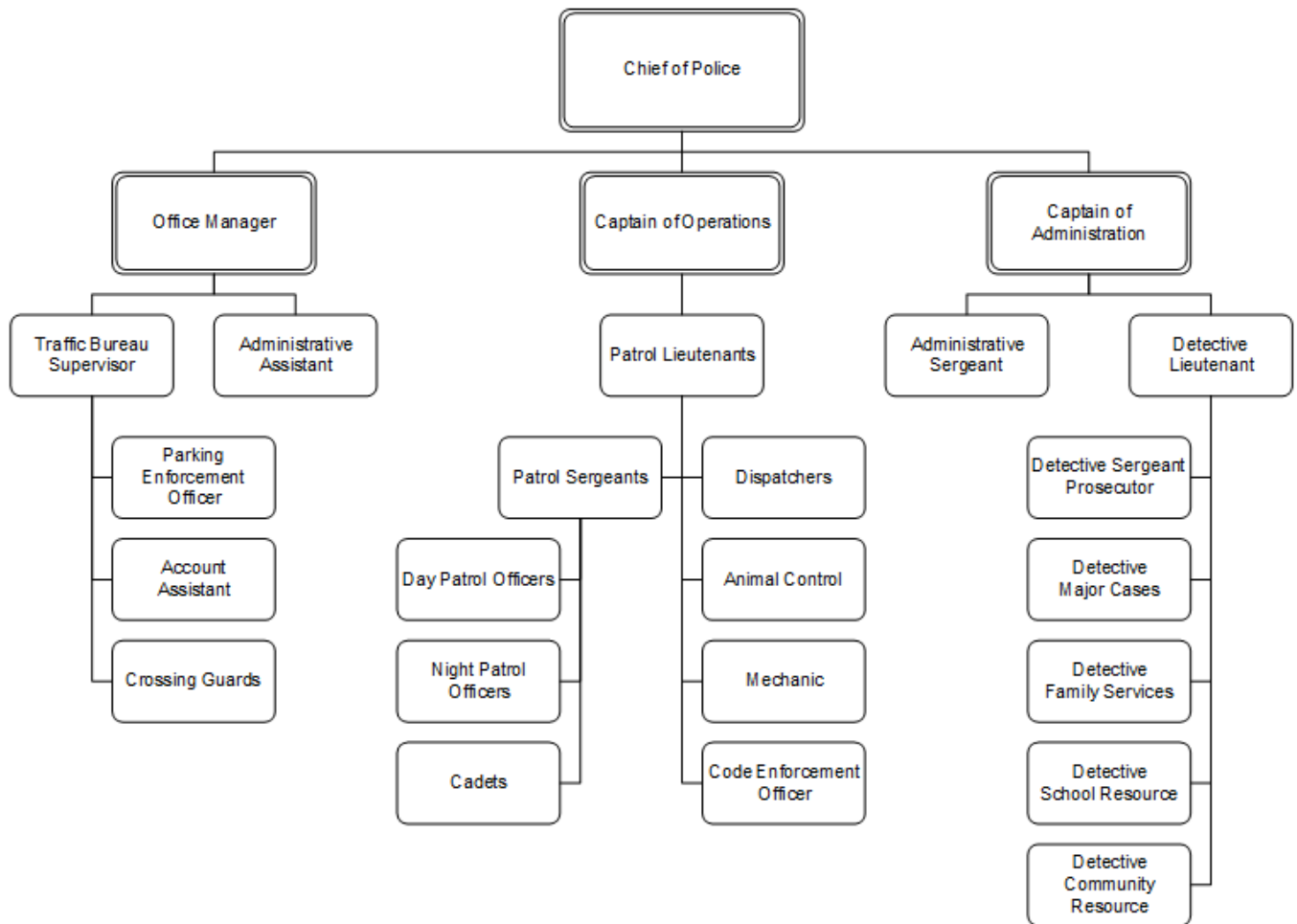
The Dispatch division is comprised of ten civilian dispatchers responsible for directing the proper resources for over 15,000 service calls that require a police, fire or medical unit response.

The Animal Control division entered into an agreement to share a full-time Animal Control Officer (ACO) with the Town of Bedford in October 2015, with 70%, or 27 hours per week allocated to Lexington. The ACO is an employee of the Town of Bedford, but will continue to work collaboratively with the Lexington Board of Health regarding animal related health issues.

The School Crossing guard program has 18 part-time civilian members who cover 16 school crossings during the school year.

Departmental Initiatives:

1. The staffing of the Lexington Police Department has not significantly changed in over 50 years. It is imperative to continue to review and evaluate current programs and positions within the department. This process most likely will result in a request for staffing increases to ensure the department is meeting the demands of the Massachusetts POST and Accreditation Commissions and high expectations of the community.
2. The staff took occupancy of the new Police Headquarters in early FY2025. This new modern space requires the administration to review and amend some of our policies and procedures to ensure that strict Accreditation standards are being met. This process will require a great deal of teamwork among staff to ensure the department is as efficient as possible in delivering service to the community. There are still aspects of the project not yet completed, including punch list items, installation of the Virtra De-escalation system and the solar canopy phase of the project. These aspects will likely extend into FY26 and will require continued collaboration between the Facilities Department, CTA and staff to complete.
3. The Lexington Police Department is dedicated to building trust and legitimacy in the community. Over the past few years, the department's Community Engagement Programs have made a concerted effort to be involved in the community on multiple levels and with all segments of the community. The department will continue its commitment to meet with cultural and affinity groups to get their input on policing in the community. We will continue to attend community events and celebrations. We will continue to evaluate our programs and look to improve efforts on connecting to the community as we have with our two community resource dogs which have been outstanding tools in removing barriers in connecting with the youth, school population and victims in the community.



Authorized/Appropriated Staffing:

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Chief	1	1	1	1
Captain of Operations	1	1	1	1
Captain of Administration	1	1	1	1
Administrative Sergeant	1	1	1	1
Patrol Lieutenants	4	4	4	4
Patrol Sergeants	5	5	5	5
Police Officers	29	29	29	29
Detective Lieutenant	1	1	1	1
Detective - Sergeant Prosecutor	1	1	1	1
Detectives - Major Cases*	3	3	2	2
Detective - Family Services	1	1	1	1
Detectives - School Resource Officer*	1	1	2	2
Detective - Community Resource Officer	1	1	1	1
Cadets - 6 part-time	3.06	3.06	3.06	3.06
Parking Enforcement Officer	1	1	1	1
Code Enforcement Officer**	—	—	0.22	0.22
Dispatch Supervisor	1	1	1	1
Dispatchers	9	9	9	9
Office Manager	1	1	1	1
Traffic Bureau Supervisor	1	1	1	1
Administrative Assistant	1	1	1	1
Department Account Assistant	1	1	1	1
Mechanic	1	1	1	1
Animal Control Officer***	—	—	—	—
Crossing Guards - 18 part-time	3.91	3.91	3.91	3.91
Total FTE	72.97	72.97	73.19	73.19
	50 Officers	50 Officers	50 Officers	50 Officers
Total FT/PT	66FT/24PT	66FT/25PT	66FT/26PT	66FT/26PT

*In FY2025, one Detective - Major Cases reassigned to School Resource Officer.

**In FY2025, a part-time seasonal Code Enforcement Officer position was created via a program improvement.

***The Animal Control Officer is a part-time position shared with the Town of Bedford that is paid as a contract service and does not add to headcount.

Budget Recommendations:

The FY2026 recommended Police Department budget is \$9,745,978 which is a \$209,655 or 2.20% increase from the FY2025 budget.

The budget for Compensation is \$8,464,958, an increase of \$131,832 or 1.58%, which reflects step increases, stipend increases and education incentives. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The budget for Expenses is \$1,281,020 and reflects an increase of \$77,823 or 6.47%, primarily due to equipment expenses, contract services, and vehicle replacement.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Deputy Chief Position	\$ 195,000	\$ 23,061	\$ 218,061	\$ —	\$ —	\$ —	\$ 218,061
Professional Standards Lieutenant	\$ 133,026	\$ 22,162	\$ 155,188	\$ —	\$ —	\$ —	\$ 155,188
Fraud Investigator	\$ 111,809	\$ 21,854	\$ 133,663	\$ —	\$ —	\$ —	\$ 133,663

4100 Law Enforcement

Program: Public Safety
Town of Lexington, MA

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 8,349,428	\$ 8,570,441	\$ 9,070,323	\$ 9,131,478	\$ —	\$ 9,131,478	\$ 61,155	0.67 %
Fees & Charges								
Fees	\$ 118,272	\$ 141,342	\$ 115,000	\$ 108,000	\$ —	\$ 108,000	\$ (7,000)	(6.09)%
Fines & Forfeitures	\$ 111,594	\$ 172,123	\$ 98,000	\$ 116,000	\$ —	\$ 116,000	\$ 18,000	18.37 %
Licenses & Permits	\$ 3,313	\$ 4,863	\$ 3,000	\$ 4,000	\$ —	\$ 4,000	\$ 1,000	33.33 %
Parking Fund*	\$ —	\$ 100,000	\$ 250,000	\$ 386,500	\$ —	\$ 386,500	\$ 136,500	54.60 %
Total 4100 Law Enforcement	\$ 8,582,607	\$ 8,988,768	\$ 9,536,323	\$ 9,745,978	\$ —	\$ 9,745,978	\$ 209,655	2.20 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 7,486,343	\$ 7,878,682	\$ 8,333,126	\$ 8,464,958	\$ —	\$ 8,464,958	\$ 131,832	1.58 %
Expenses	\$ 1,096,264	\$ 1,110,086	\$ 1,203,197	\$ 1,281,020	\$ —	\$ 1,281,020	\$ 77,823	6.47 %
Total 4100 Law Enforcement	\$ 8,582,607	\$ 8,988,768	\$ 9,536,323	\$ 9,745,978	\$ —	\$ 9,745,978	\$ 209,655	2.20 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 4110 Police Administration	\$ 1,858,784	\$ 1,920,104	\$ 1,971,105	\$ 2,005,837	\$ —	\$ 2,005,837	\$ 34,732	1.76 %
Total 4120 Patrol & Enforcement	\$ 4,374,425	\$ 4,691,128	\$ 5,091,672	\$ 5,171,589	\$ —	\$ 5,171,589	\$ 79,917	1.57 %
Total 4130 Traffic Bureau	\$ 403,575	\$ 430,641	\$ 407,443	\$ 452,147	\$ —	\$ 452,147	\$ 44,704	10.97 %
Total 4140 Investigations	\$ 893,449	\$ 890,163	\$ 1,028,121	\$ 1,064,160	\$ —	\$ 1,064,160	\$ 36,039	3.51 %
Total 4150 Dispatch	\$ 820,628	\$ 830,744	\$ 788,957	\$ 801,958	\$ —	\$ 801,958	\$ 13,001	1.65 %
Total 4160 Animal Control	\$ 69,222	\$ 68,223	\$ 78,248	\$ 74,153	\$ —	\$ 74,153	\$ (4,095)	(5.23)%
Total 4170 Crossing Guards	\$ 162,524	\$ 157,765	\$ 170,777	\$ 176,134	\$ —	\$ 176,134	\$ 5,357	3.14 %
Total 4100 Law Enforcement	\$ 8,582,607	\$ 8,988,768	\$ 9,536,323	\$ 9,745,978	\$ —	\$ 9,745,978	\$ 209,655	2.20 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 5,981,442	\$ 6,451,236	\$ 7,170,150	\$ 7,282,365	\$ —	\$ 7,282,365	\$ 112,215	1.57 %
Overtime	\$ 1,504,901	\$ 1,427,447	\$ 1,162,976	\$ 1,182,593	\$ —	\$ 1,182,593	\$ 19,617	1.69 %
<i>Personal Services</i>	<i>\$ 7,486,343</i>	<i>\$ 7,878,682</i>	<i>\$ 8,333,126</i>	<i>\$ 8,464,958</i>	<i>\$ —</i>	<i>\$ 8,464,958</i>	<i>\$ 131,832</i>	<i>1.58 %</i>
Contractual Services	\$ 366,306	\$ 383,729	\$ 416,577	\$ 469,495	\$ —	\$ 469,495	\$ 52,918	12.70 %
Utilities	\$ 113,103	\$ 85,005	\$ 134,053	\$ 103,853	\$ —	\$ 103,853	\$ (30,200)	(22.53)%
Supplies	\$ 290,577	\$ 233,929	\$ 231,567	\$ 234,672	\$ —	\$ 234,672	\$ 3,105	1.34 %
Small Capital	\$ 326,279	\$ 407,422	\$ 421,000	\$ 473,000	\$ —	\$ 473,000	\$ 52,000	12.35 %
<i>Expenses</i>	<i>\$ 1,096,264</i>	<i>\$ 1,110,086</i>	<i>\$ 1,203,197</i>	<i>\$ 1,281,020</i>	<i>\$ —</i>	<i>\$ 1,281,020</i>	<i>\$ 77,823</i>	<i>6.47 %</i>
Total 4100 Law Enforcement	\$ 8,582,607	\$ 8,988,768	\$ 9,536,323	\$ 9,745,978	\$ —	\$ 9,745,978	\$ 209,655	2.20 %

*Reflects transfers from the Parking Fund to the General Fund rather than actual revenue from parking permits, Pay-by-Phone and meter revenue. The fund balance was insufficient to support a transfer to the General Fund in FY2023 due to effects from the pandemic as well as sizeable capital projects in FY2022. FY2024 included a partial transfer, and since FY2025 this amount has further increased as the Town has recently started to enforce parking fees which will rebuild the balance in the Parking Fund.

This Page Intentionally Left Blank.



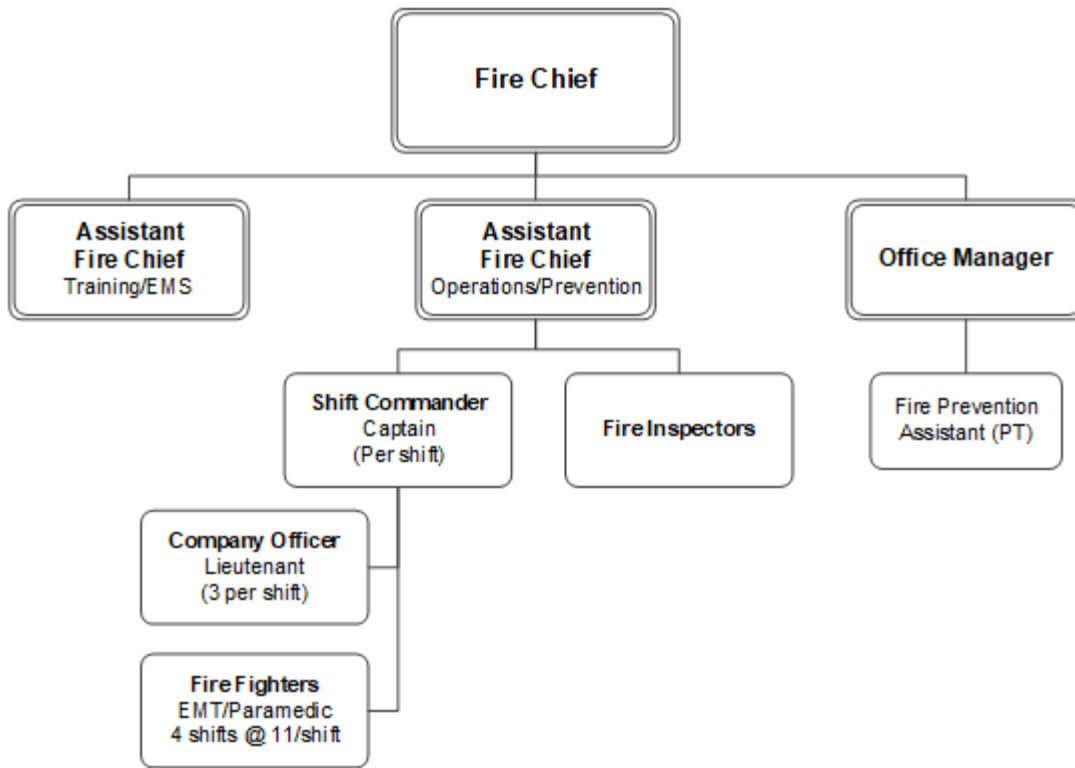
Mission: The Lexington Fire Department protects the people, homes and businesses in our community from fire, medical emergencies, hazardous material incidents and natural disasters. This is accomplished through public education, safety code management and emergency response.

Budget Overview: The Fire Department is comprised of five divisions: Administration, Fire Prevention, Fire Suppression, Emergency Medical Services and Emergency Management.

- Administration is responsible for developing policies and procedures, training, inventory control, financial and budgetary oversight, and managing the day-to-day operations of the Department.
- Fire Prevention is responsible for fire code enforcement activities, public education, plan review, permit application and approval, flammable/combustible liquid storage approval and regulatory enforcement of blasting applications and permits.
- Fire Suppression is staffed 24/7, operating out of two stations and responding to emergency calls including: fire suppression, motor vehicle accidents, medical emergencies, hazardous material responses, and other emergency incidents.
- Emergency Medical Services operates in conjunction with the Fire Suppression division, staffing two ambulances 24/7 at the Advanced Life Support (ALS) level. These vehicles respond to over 3,353 calls for assistance annually.
- Emergency Management is responsible for communications with the Federal Emergency Management Agency (FEMA) and the Massachusetts Emergency Management Agency (MEMA), as well as reviewing and commenting on numerous Townwide emergency operation plans. The Chief serves as the Emergency Management Director and the department's administrative staff support this division.

Departmental Initiatives:

1. Continue to develop and implement online inventory tracking.
2. Continue to refine and expand the fire permitting process.
3. Develop an improved employee recruitment process to address diversity and retention.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Fire Chief	1	1	1	1
Assistant Fire Chief	2	2	2	2
Office Manager	1	1	1	1
Fire Inspectors*	1	1	2	2
Fire Captains	4	4	4	4
Fire Lieutenants	12	12	12	12
Firefighters/Paramedics	44	44	44	44
Fire Prevention Assistant	0.86	0.86	0.86	0.86
Total FTE	65.86	65.86	66.86	66.86
Total FT/PT	65FT/1PT	65FT/1PT	66FT/1PT	66FT/1PT

*In FY2025, a second Fire Inspector position was created via a program improvement.

Budget Recommendations:

The FY2026 recommended Fire Department budget is \$9,458,988. The recommended budget is a \$169,088 or 1.82% increase from the FY2025 budget.

The recommended budget for Compensation is \$8,480,645, and reflects an increase of \$77,689 or 0.92% from the FY2025 budget. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The budget for Expenses is \$978,343 and reflects a net increase of \$91,399 or 10.30%, which includes anticipated increases in contract services, gear and equipment, equipment repair, and EMS supplies.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Rank Reclassification Captain Shift Commander to Deputy Chief (4 positions) and (4 positions) Lieutenant to Captain Non-Shift Commander	\$ 148,718	\$ 2,156	\$ 150,874	\$ —	\$ —	\$ —	\$ 150,874
Rank Reclassification 4 Lieutenants to Captain (non-shift commander)	\$ 68,621	\$ 995	\$ 69,616	\$ —	\$ —	\$ —	\$ 69,616
Shift Commander's Aide/ Tactical Technician (4 positions)	\$ 389,459	\$ 86,580	\$ 476,039	\$ —	\$ —	\$ —	\$ 476,039

4200 Fire & Rescue

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 6,285,250	\$ 6,836,496	\$ 7,651,225	\$ 7,568,988	\$ —	\$ 7,568,988	\$ (82,237)	(1.07)%
Fees & Charges								
Ambulance Fees	\$ 1,728,905	\$ 2,050,103	\$ 1,550,000	\$ 1,800,000	\$ —	\$ 1,800,000	\$ 250,000	16.13 %
Fire Department Fees	\$ 38,225	\$ 31,700	\$ 38,675	\$ 36,000	\$ —	\$ 36,000	\$ (2,675)	(6.92)%
Licenses & Permits	\$ 55,605	\$ 50,725	\$ 50,000	\$ 54,000	\$ —	\$ 54,000	\$ 4,000	8.00 %
Total 4200 Fire & Rescue	\$ 8,107,985	\$ 8,969,024	\$ 9,289,900	\$ 9,458,988	\$ —	\$ 9,458,988	\$ 169,088	1.82 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 7,278,612	\$ 8,313,040	\$ 8,402,956	\$ 8,480,645	\$ —	\$ 8,480,645	\$ 77,689	0.92 %
Expenses	\$ 829,373	\$ 655,984	\$ 886,944	\$ 978,343	\$ —	\$ 978,343	\$ 91,399	10.30 %
Total 4200 Fire & Rescue	\$ 8,107,985	\$ 8,969,024	\$ 9,289,900	\$ 9,458,988	\$ —	\$ 9,458,988	\$ 169,088	1.82 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 4210 Fire Administration	\$ 672,213	\$ 547,890	\$ 677,182	\$ 683,925	\$ —	\$ 683,925	\$ 6,743	1.00 %
Total 4220 Fire Prevention	\$ 250,438	\$ 288,966	\$ 358,149	\$ 374,028	\$ —	\$ 374,028	\$ 15,879	4.43 %
Total 4320 Fire Suppression	\$ 6,915,554	\$ 7,862,332	\$ 7,949,568	\$ 8,042,135	\$ —	\$ 8,042,135	\$ 92,567	1.16 %
Total 4240 Emergency Medical Services	\$ 264,641	\$ 264,902	\$ 296,701	\$ 350,600	\$ —	\$ 350,600	\$ 53,899	18.17 %
Total 4250 Emergency Management	\$ 5,139	\$ 4,934	\$ 8,300	\$ 8,300	\$ —	\$ 8,300	\$ —	— %
Total 4200 Fire & Rescue	\$ 8,107,985	\$ 8,969,024	\$ 9,289,900	\$ 9,458,988	\$ —	\$ 9,458,988	\$ 169,088	1.82 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 6,050,829	\$ 6,736,641	\$ 7,033,972	\$ 7,093,864	\$ —	\$ 7,093,864	\$ 59,892	0.85 %
Overtime	\$ 1,227,783	\$ 1,576,398	\$ 1,368,984	\$ 1,386,781	\$ —	\$ 1,386,781	\$ 17,797	1.30 %
<i>Personal Services</i>	<i>\$ 7,278,612</i>	<i>\$ 8,313,040</i>	<i>\$ 8,402,956</i>	<i>\$ 8,480,645</i>	<i>\$ —</i>	<i>\$ 8,480,645</i>	<i>\$ 77,689</i>	<i>0.92 %</i>
Contractual Services	\$ 324,231	\$ 370,367	\$ 382,748	\$ 402,748	\$ —	\$ 402,748	\$ 20,000	5.23 %
Utilities	\$ 71,719	\$ 56,950	\$ 76,831	\$ 78,730	\$ —	\$ 78,730	\$ 1,899	2.47 %
Supplies	\$ 255,735	\$ 202,049	\$ 262,365	\$ 271,865	\$ —	\$ 271,865	\$ 9,500	3.62 %
Small Capital	\$ 177,688	\$ 26,618	\$ 165,000	\$ 225,000	\$ —	\$ 225,000	\$ 60,000	36.36 %
<i>Expenses</i>	<i>\$ 829,373</i>	<i>\$ 655,984</i>	<i>\$ 886,944</i>	<i>\$ 978,343</i>	<i>\$ —</i>	<i>\$ 978,343</i>	<i>\$ 91,399</i>	<i>10.30 %</i>
Total 4200 Fire & Rescue	\$ 8,107,985	\$ 8,969,024	\$ 9,289,900	\$ 9,458,988	\$ —	\$ 9,458,988	\$ 169,088	1.82 %

This Page Intentionally Left Blank.



Section VII: Program 5000: Culture & Recreation

This section includes detailed information about the FY2026 Operating Budget & Financing Plan for culture & recreation services. It includes:

- 5100 Cary Memorial Library VII-3
- 5200 Recreation and Community Programs VII-9

This Page Intentionally Left Blank.



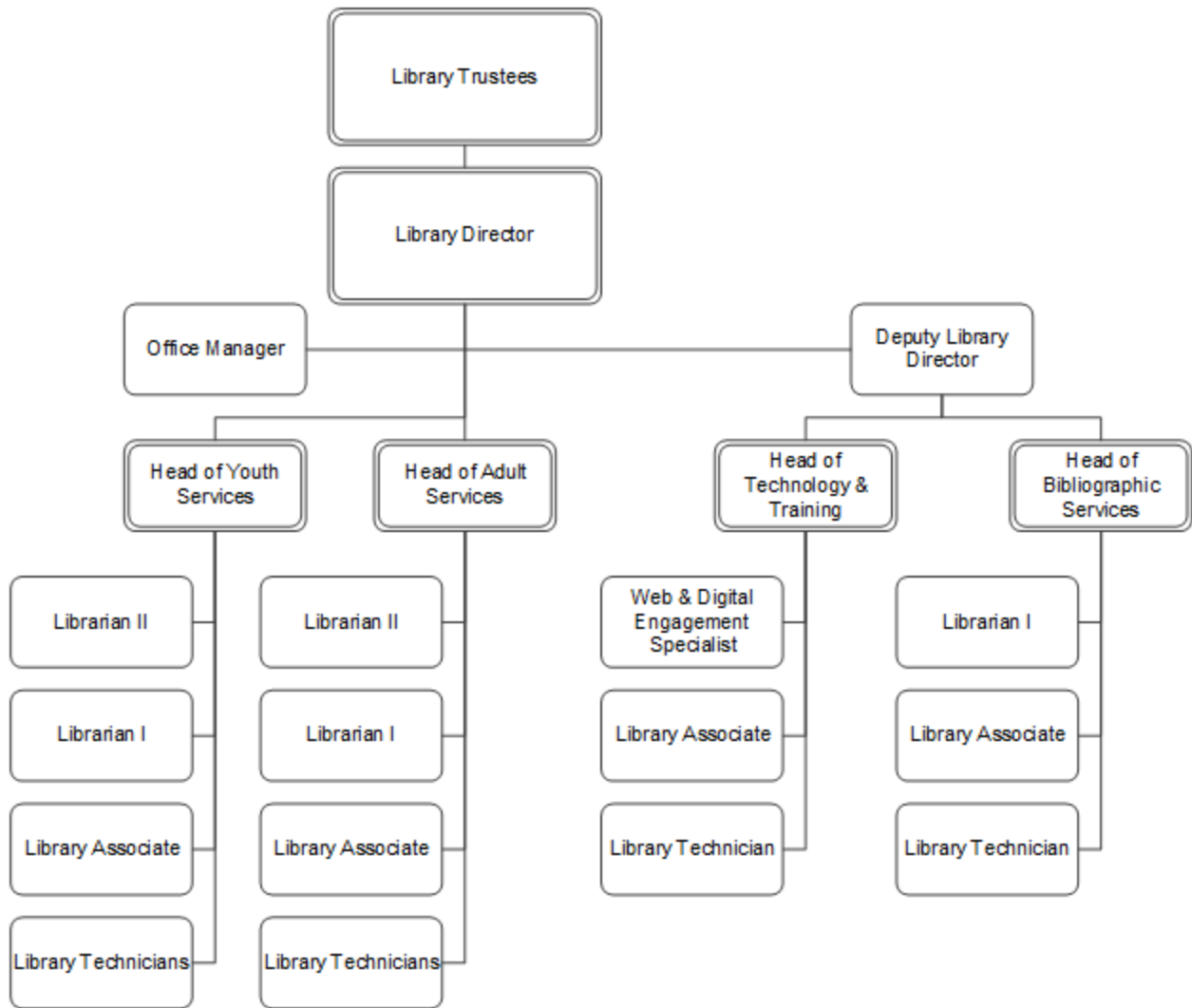
Mission: The Cary Memorial Library's mission is to ignite curiosity, engage minds, and connect our community.

Budget Overview: Cary Memorial Library is comprised of three divisions: Administration and General Services, Adult Services, and Youth Services.

- Administration and General Services includes administrative staff and webmaster salaries, as well as the supply, equipment, and Minuteman Library Network membership costs.
- Adult Services includes all adult library, technology, and bibliographic services staff as well as adult books and audiovisual materials.
- Youth Services includes all children's library staff and also includes library materials for children and teens.

Departmental Initiatives: Our Guiding Principles

1. Books, information, and so much more: We continue our 150-year-long tradition of providing books and other materials that reflect the needs and interests of Lexington residents. Though much has changed since our doors first opened in 1869, our essential function remains the same - to bring the world of information and ideas to you.
2. At the intersection of learning, making, and play: In recent years, educational research has increasingly shown that we learn best through experience - by making mistakes and trying again. In furthering this effort, we are expanding these types of learning opportunities, giving you more chances to build, create and play.
3. A place that works for everyone: We value the rich diversity of our community, and our commitment to equitable service for all is unwavering. Efforts to identify and remove barriers to access are ongoing - we are a work in progress.
4. With opportunities for human connection: In a world where technology is ever-present, we are committed to fostering human interactions. Sometimes that is as simple as providing comfortable chairs for a serendipitous meeting between old friends. Other times it takes the shape of an elaborate event with community partners and hundreds of guests. Large and small, these moments, shared among neighbors, strengthen the social fabric of Lexington.
5. A future as vibrant as our past: With more than a half million visitors each year, Cary Library is a cherished community asset and a source of civic pride. Stewardship of this resource requires equal attention to preservation and transformation.



5100 Cary Memorial Library

Authorized/Appropriated Staffing:

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Library Director	1	1	1	1
Deputy Library Director	1	1	1	1
Office Manager	1	1	1	1
Web & Digital Engagement Specialist	1	1	1	1
Head of Adult Services	1	1	1	1
Head of Youth Services	1	1	1	1
Head of Technology & Training	1	1	1	1
Head of Bibliographic Services	1	1	1	1
Librarian I*	9	12	12	12
Librarian II/Manager	3	3	3	3
Library Associates	6	9	9	9
Library Technician I*	2.9	2.6	2.6	3
Library Technician II*	6	—	—	—
Adult Pages	2.6	2.6	2.6	2.6
Seasonal/Sunday Substitutes	As Needed	As Needed	As Needed	As Needed
Total FTE	37.2	37.3	37.3	37.3
Total FT/PT	28FT/22PT	28FT/22PT	28FT/22PT	28FT/22PT

**In FY2024, the Town settled with the Library Staff Association for the years FY2024-2026. This contract reorganized several positions and eliminated the Library Technician II position.*

Budget Recommendations:

The FY2026 recommended General Fund Library budget is \$3,691,461, which is a \$230,896 or 6.67% increase from the FY2025 budget.

The General Fund operating budget for Compensation is \$2,950,596, and reflects a \$202,125 or 7.35% increase, which incorporates contractually obligated step increases and cost of living increases. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The General Fund operating budget for Expenses is \$740,865 and reflects a \$28,771 or 4.04% increase, which reflects anticipated expenses for FY2026.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Full Time Teen Services Librarian	\$ 80,038	\$ 21,394	\$ 101,432	\$ —	\$ —	\$ —	\$ 101,432

5100 Cary Memorial Library

Program: Culture & Recreation
Town of Lexington, MA

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 3,329,971	\$ 3,380,551	\$ 3,460,565	\$ 3,691,461	\$ —	\$ 3,691,461	\$ 230,896	6.67 %
Total 5100 Library	\$ 3,329,971	\$ 3,380,551	\$ 3,460,565	\$ 3,691,461	\$ —	\$ 3,691,461	\$ 230,896	6.67 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 2,650,088	\$ 2,720,515	\$ 2,748,471	\$ 2,950,596	\$ —	\$ 2,950,596	\$ 202,125	7.35 %
Expenses	\$ 679,883	\$ 660,036	\$ 712,094	\$ 740,865	\$ —	\$ 740,865	\$ 28,771	4.04 %
Total 5100 Library	\$ 3,329,971	\$ 3,380,551	\$ 3,460,565	\$ 3,691,461	\$ —	\$ 3,691,461	\$ 230,896	6.67 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 5110 Admin. & General Services	\$ 656,328	\$ 673,781	\$ 677,590	\$ 698,683	\$ —	\$ 698,683	\$ 21,093	3.11 %
Total 5120 Adult Services	\$ 1,743,146	\$ 1,776,170	\$ 1,832,244	\$ 1,966,482	\$ —	\$ 1,966,482	\$ 134,238	7.33 %
Total 5130 Youth Services	\$ 930,497	\$ 930,600	\$ 950,731	\$ 1,026,296	\$ —	\$ 1,026,296	\$ 75,565	7.95 %
Total 5100 Library	\$ 3,329,971	\$ 3,380,551	\$ 3,460,565	\$ 3,691,461	\$ —	\$ 3,691,461	\$ 230,896	6.67 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 2,588,481	\$ 2,653,678	\$ 2,683,345	\$ 2,885,470	\$ —	\$ 2,885,470	\$ 202,125	7.53 %
Overtime (Sunday Premium)	\$ 61,607	\$ 66,837	\$ 65,126	\$ 65,126	\$ —	\$ 65,126	\$ —	— %
<i>Personal Services</i>	<i>\$ 2,650,088</i>	<i>\$ 2,720,515</i>	<i>\$ 2,748,471</i>	<i>\$ 2,950,596</i>	<i>\$ —</i>	<i>\$ 2,950,596</i>	<i>\$ 202,125</i>	<i>7.35 %</i>
Contractual Services	\$ 155,484	\$ 154,362	\$ 162,500	\$ 168,199	\$ —	\$ 168,199	\$ 5,699	3.51 %
Utilities	\$ 430	\$ 371	\$ 500	\$ 400	\$ —	\$ 400	\$ (100)	(20.00)%
Supplies	\$ 492,839	\$ 467,725	\$ 514,094	\$ 537,266	\$ —	\$ 537,266	\$ 23,172	4.51 %
Small Capital	\$ 31,131	\$ 37,579	\$ 35,000	\$ 35,000	\$ —	\$ 35,000	\$ —	— %
<i>Expenses</i>	<i>\$ 679,883</i>	<i>\$ 660,036</i>	<i>\$ 712,094</i>	<i>\$ 740,865</i>	<i>\$ —</i>	<i>\$ 740,865</i>	<i>\$ 28,771</i>	<i>4.04 %</i>
Total 5100 Library	\$ 3,329,971	\$ 3,380,551	\$ 3,460,565	\$ 3,691,461	\$ —	\$ 3,691,461	\$ 230,896	6.67 %

This Page Intentionally Left Blank.



Mission: To provide the community opportunities to engage in quality, inclusive and accessible programs and services. To be a leader in promoting inclusion, community engagement and a healthy active lifestyle. Creating Community Through People, Parks, and Places.

Budget Overview: The Department operates as an Enterprise Fund whereby program and facility fees must cover the direct cost of operations including all full- and part-time staff and program, services and facility expenses including supplies, equipment, utilities and wages/overhead. As such, the operating budget may increase or decrease year to year to meet changes in enrollment and facility use demands. The Director of Recreation and Community Programs, through the Recreation Committee, sets program fees with the approval of the Select Board. The operating budget supports staff who manage and deliver programs along with the supplies and equipment needed to operate those programs and services in addition to seven full-time staff. The Enterprise Fund is comprised of five divisions: Recreation, Pine Meadows Golf, Community Center, the Administrative Division and Therapeutic Recreation. The Therapeutic Recreation Division was created in FY2026 to centralize the services associated with inclusion and adaptive programs, activities and initiatives.

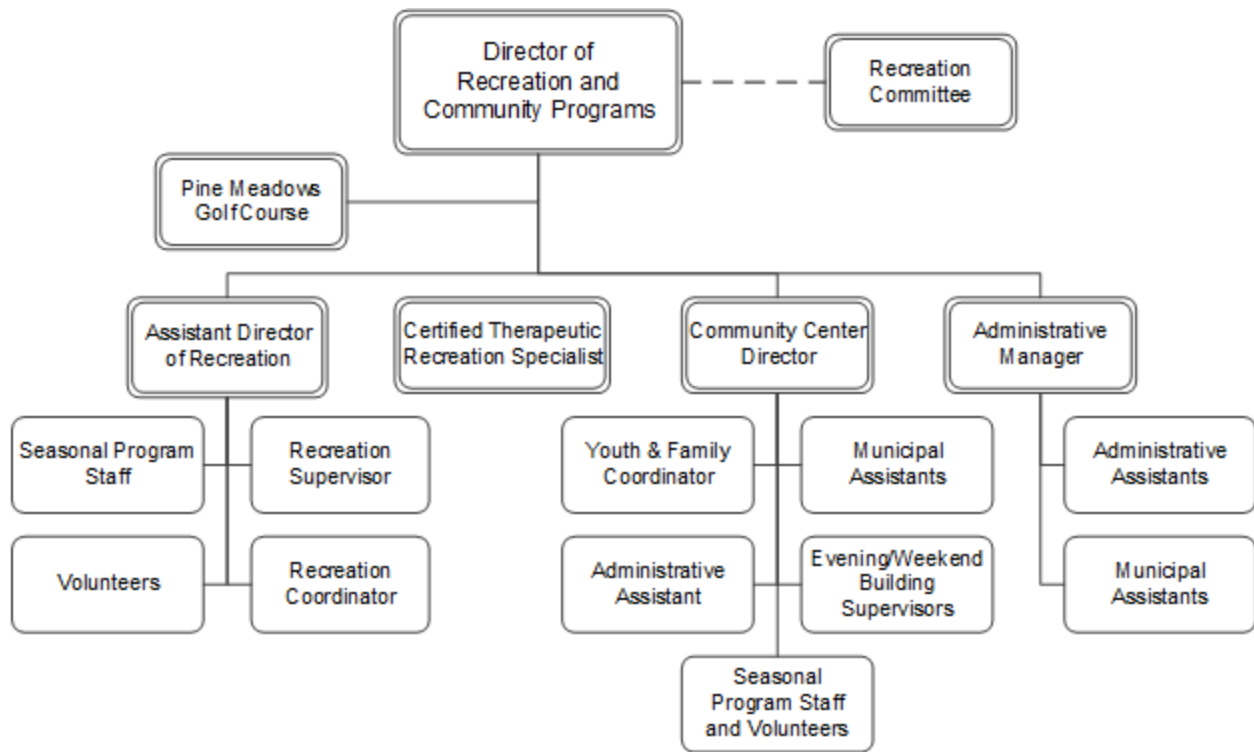
In FY2026, revenues received (Recreation, Pine Meadows Golf, Community Center and Therapeutic Recreation) will continue to help support the funding of Capital Improvement Projects.

The Department offers a wide variety of leisure, socialization and recreational opportunities for individuals of all ages and abilities. Staff plan, schedule and coordinate programs, activities and special events at Outdoor Recreation Facilities such as, parks, playgrounds, athletic fields, hard court surfaces, the Town Pool, Old Reservoir and Pine Meadows Golf Club. Other outdoor resources include Conservation and Open Spaces. Additionally, the indoor facilities the department utilize include the Community Center, the Public Schools, off-site and out-of-town venues.

Departmental Initiatives:

1. Implement the Key Findings of the 2021-2022 Comprehensive Study of Athletic & Outdoor Recreation Facilities and the 2023-2024 Lincoln Park Master Plan in the development of the operational and capital improvement planning for the future needs of the community.
2. Actively participate in the planning and preparations for the 5-year impact on the community with the permanent and temporary loss of outdoor recreation facilities at the Center Recreation Complex.
3. Maintain and sustain the financial stability of the Recreation Enterprise Fund.
4. Continue the growth and implementation of the department's therapeutic, adaptive and inclusive recreation programming.
5. Support Townwide cultural and historic events and initiatives such as diversity equity and inclusion and Lex250.

5200 Recreation & Community Programs



Note: Pine Meadows staffing is provided via contractual services. Oversight is provided by the Director of Recreation and Community Programs.

5200 Recreation & Community Programs

Authorized/Appropriated Staffing

Element: 5210 Administration	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Director of Recreation and Community Programs	1	1	1	1
Administrative Manager	1	1	1	1
Administrative Assistant	1.8	1.8	2	2
Subtotal FTE	3.8	3.8	4.0	4.0
Subtotal FT/PT	3FT/1PT	3FT/1PT	3FT/1PT	3FT/1PT

Element: 5220 Recreation**	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Assistant Director	1	1	1	1
Recreation Supervisor	1	1	1	1
Recreation Coordinator*	0.40	0.4	1	1
Seasonal (Part-time)	220+/-	220+/-	220+/-	220+/-
Subtotal FTE	2.4	2.4	3.0	3.0
Subtotal FT/PT	2FT/1PT	2FT/1PT	3FT/0PT	3FT/0PT

Element: 5240 Community Center	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Community Center Director	1	1	1	1
Youth & Family Coordinator	1	1	1	1
Administrative Assistant	1	1	1	1
Municipal Assistant (3, PT)	1	1	1	1
Building Supervisor (2, PT)	1	1	1	1
Seasonal (Part-time)	50+/-	50+/-	50+/-	50+/-
Subtotal FTE	5.0	5.0	5.0	5.0
Subtotal FT/PT	3 FT/5 PT	3 FT/5 PT	3 FT/5 PT	3 FT/5 PT

Element: 5250 Therapeutic Recreation**	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Certified Therapeutic Recreation Specialist	1	1	1	1
Seasonal (Part-time)	25+/-	25+/-	25+/-	25+/-
Subtotal FTE	1.0	1.0	1.0	1.0
Subtotal FT/PT	1 FT	1 FT	1 FT	1 FT

Total FTE	12.20	12.20	13.00	13.00
Total FT/PT	10FT/7PT + Seasonal	10FT/7PT + Seasonal	11FT/6PT + Seasonal	11FT/6PT + Seasonal

*In FY2025, the Recreation Coordinator transitioned from part-time to full-time via a program improvement.

**In FY2026, the Therapeutic Recreation division was created, breaking out staff formerly under the Recreation division.

Budget Recommendations:

The FY2026 recommended budget for the Department of Recreation and Community Programs - comprised of five divisions: Pine Meadows Golf, Recreation, Community Center, Therapeutic Recreation and Administrative - is \$3,784,450. The recommended budget is an increase of \$70,792 or 1.91% from the FY2025 budget.

It should be noted that the Recreation and Community Programs Department operating budget has historically been supported solely from program fees. In FY2016, with the opening of the Community Center, the tax levy began to contribute the equivalent of the wages and benefits for the three full-time employees who are most closely involved with managing the Community Center operations and programming. This will continue in FY2026, with \$254,213 being proposed in General Fund support of Community Center wages.

The Lexington Community Center is committed to providing an inclusive and equitable environment for all. We support the diversity of our community by modeling our core values of respect, trust, accountability, teamwork and open-mindedness. The Community Center provides drop-in program space and offers leisure opportunities and classes promoting social, emotional, and cognitive wellness for residents of all ages and abilities. It provides residents a wide variety of programs that are designed to be fun, educational and life-enriching. Membership is free to Lexington residents to enjoy the center with flexibility for use within a beautiful and friendly, year-round multi-generational center.

While the Recreation and Community Programs Department manages and operates the Community Center, a shared customer service and collaborative approach to program delivery together with the Human Services Department provides a seamless experience for community members.

The recommended budget for Compensation is \$1,875,354, which is a \$50,438 or 2.76% increase from the FY2025 budget, and reflects step increases, cost-of-living adjustments, and a rate increase for Seasonal staff to remain competitive with the current market.

The recommended budget for Expenses is \$1,590,835 and reflects a \$11,084 or 0.70% increase from the FY2025 budget, primarily due to the financial restructuring of our vendor sports camps. The recommended budget for the operation of the Pine Meadows Golf Course is \$639,100 and reflects a net increase of \$21,100 or 3.41%. The current golf management contract is awarded to New England Golf Corporation (NEGC). In September 2023, NEGC was awarded a new three-year contract, with an option for two, one-year extensions.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Increase to DPF line item for Community Center Expenses	\$ 20,000	\$ —	\$ 20,000	\$ —	\$ —	\$ —	\$ 20,000
Strategic Plan	\$ 100,000	\$ —	\$ 100,000	\$ —	\$ —	\$ —	\$ 100,000
Drainage Improvements for 1st & 2nd Fairways*	\$ 80,000	\$ —	\$ 80,000	\$ 80,000	\$ —	\$ 80,000	\$ —

*Recommended to be funded by Recreation Retained Earnings

5200 Recreation & Community Programs

Program: Culture & Recreation
Town of Lexington, MA

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 242,790	\$ 256,675	\$ 272,708	\$ 254,213	\$ —	\$ 254,213	\$ (18,495)	(6.78)%
Enterprise Funds								
Retained Earnings	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ —	\$ 375,000	\$ —	— %
Recreation User Charges	\$ 1,508,486	\$ 1,525,297	\$ 1,730,340	\$ 1,663,737	\$ —	\$ 1,663,737	\$ (66,603)	(3.85)%
Therapeutic Recreation Charges	\$ —	\$ —	\$ —	\$ 22,500	\$ —	\$ 22,500	\$ 22,500	— %
Community Center User Charges	\$ 331,076	\$ 352,045	\$ 330,000	\$ 369,000	\$ —	\$ 369,000	\$ 39,000	11.82 %
Golf User Charges	\$ 1,255,914	\$ 1,270,066	\$ 1,005,610	\$ 1,100,000	\$ —	\$ 1,100,000	\$ 94,390	9.39 %
Investment Income	\$ 73,207	\$ 110,888	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Total 5200 Recreation	\$ 3,786,473	\$ 3,889,971	\$ 3,713,658	\$ 3,784,450	\$ —	\$ 3,784,450	\$ 70,792	1.91 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 1,451,308	\$ 1,530,004	\$ 1,824,916	\$ 1,875,354	\$ —	\$ 1,875,354	\$ 50,438	2.76 %
Expenses	\$ 1,380,134	\$ 1,359,301	\$ 1,579,751	\$ 1,590,835	\$ —	\$ 1,590,835	\$ 11,084	0.70 %
Debt Service	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Indirect Costs (Trans. to Gen. Fund)	\$ 286,104	\$ 294,687	\$ 308,991	\$ 318,261	\$ —	\$ 318,261	\$ 9,270	3.00 %
Total 5200 Recreation	\$ 3,117,546	\$ 3,183,992	\$ 3,713,658	\$ 3,784,450	\$ —	\$ 3,784,450	\$ 70,792	1.91 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 5210 Administration	\$ 459,540	\$ 528,188	\$ 593,961	\$ 582,106	\$ —	\$ 582,106	\$ (11,855)	(2.00)%
Total 5220 Recreation	\$ 1,044,822	\$ 1,064,301	\$ 1,369,125	\$ 1,417,362	\$ —	\$ 1,417,362	\$ 48,237	3.52 %
Total 5230 Pine Meadows	\$ 641,349	\$ 595,761	\$ 618,000	\$ 639,100	\$ —	\$ 639,100	\$ 21,100	3.41 %
Total 5240 Community Center	\$ 560,058	\$ 574,292	\$ 694,997	\$ 683,156	\$ —	\$ 683,156	\$ (11,841)	(1.70)%
Total 5250 Therapeutic Recreation	\$ 125,674	\$ 126,763	\$ 128,584	\$ 144,465	\$ —	\$ 144,465	\$ 15,881	12.35 %
Indirect Costs	\$ 286,104	\$ 294,687	\$ 308,991	\$ 318,261	\$ —	\$ 318,261	\$ 9,270	3.00 %
Total 5200 Recreation	\$ 3,117,546	\$ 3,183,992	\$ 3,713,658	\$ 3,784,450	\$ —	\$ 3,784,450	\$ 70,792	1.91 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 1,449,607	\$ 1,526,913	\$ 1,824,916	\$ 1,869,354	\$ —	\$ 1,869,354	\$ 44,438	2.44 %
Overtime	\$ 1,702	\$ 3,091	\$ —	\$ 6,000	\$ —	\$ 6,000	\$ 6,000	— %
<i>Personal Services</i>	<i>\$ 1,451,308</i>	<i>\$ 1,530,004</i>	<i>\$ 1,824,916</i>	<i>\$ 1,875,354</i>	<i>\$ —</i>	<i>\$ 1,875,354</i>	<i>\$ 50,438</i>	<i>2.76 %</i>
Contractual Services	\$ 1,148,981	\$ 1,148,020	\$ 1,349,816	\$ 1,348,500	\$ —	\$ 1,348,500	\$ (1,316)	(0.10)%
Utilities	\$ 47,172	\$ 36,869	\$ 77,350	\$ 59,250	\$ —	\$ 59,250	\$ (18,100)	(23.40)%
Supplies	\$ 178,858	\$ 120,636	\$ 135,585	\$ 165,585	\$ —	\$ 165,585	\$ 30,000	22.13 %
Small Capital	\$ 5,123	\$ 53,777	\$ 17,000	\$ 17,500	\$ —	\$ 17,500	\$ 500	2.94 %
<i>Expenses</i>	<i>\$ 1,380,134</i>	<i>\$ 1,359,301</i>	<i>\$ 1,579,751</i>	<i>\$ 1,590,835</i>	<i>\$ —</i>	<i>\$ 1,590,835</i>	<i>\$ 11,084</i>	<i>0.70 %</i>
Debt	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Indirect	\$ 286,104	\$ 294,687	\$ 308,991	\$ 318,261	\$ —	\$ 318,261	\$ 9,270	3.00 %
Total 5200 Recreation	\$ 3,117,546	\$ 3,183,992	\$ 3,713,658	\$ 3,784,450	\$ —	\$ 3,784,450	\$ 70,792	1.91 %

This Page Intentionally Left Blank.



Section VIII: Program 6000: Human Services & Health

This section includes detailed information about the FY2026 Operating Budget & Financing Plan for Human Services and Health. It includes:

- 6100-6200 Human Services Administration; Veterans Services; Youth and Family Services and Community Programs; and Transportation Services VIII-2
- 6500 Health VIII-8

This Page Intentionally Left Blank.



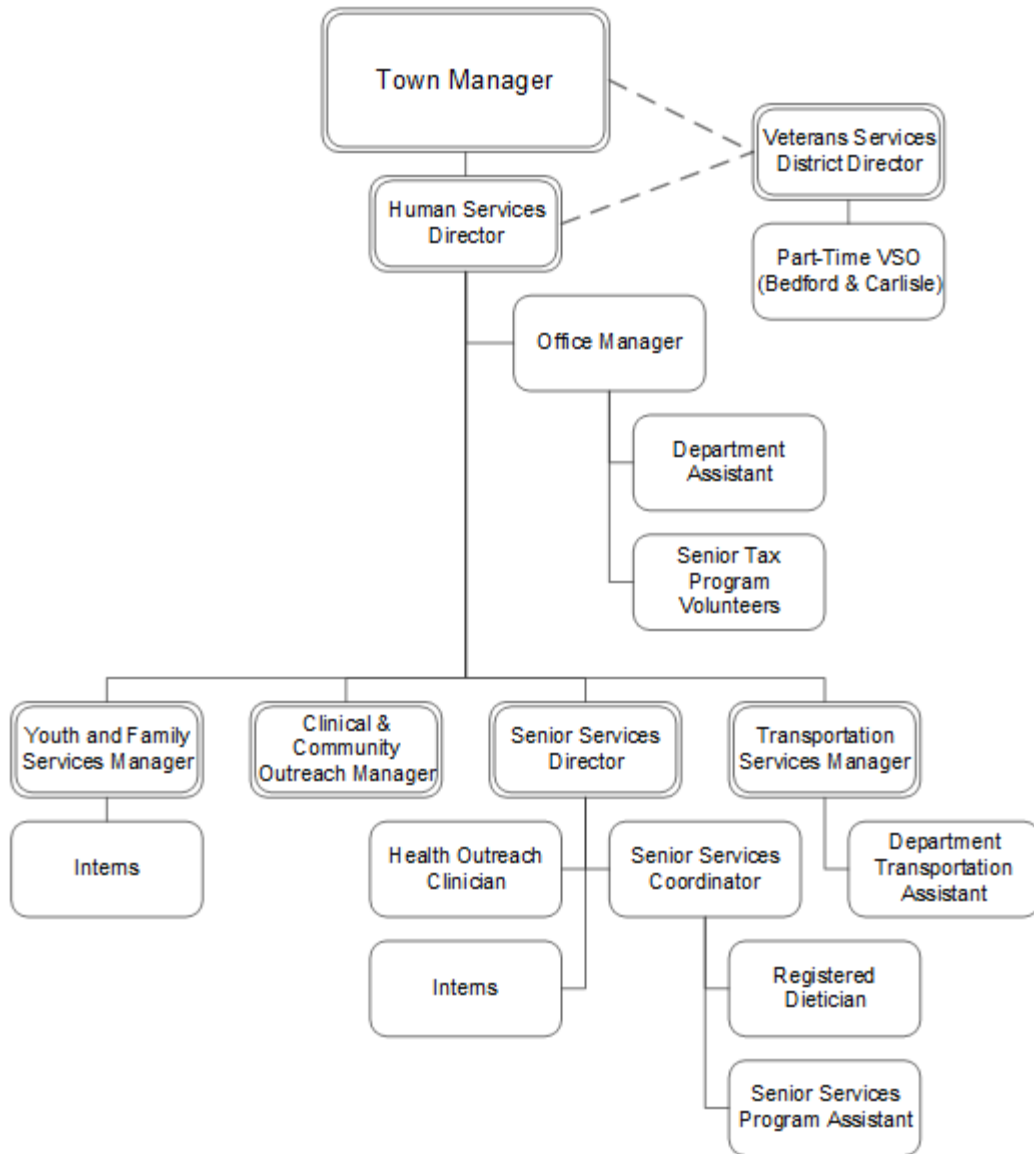
Mission: The Human Services Department connects Lexington residents across the lifespan to information, support and services that promote health and well being; and is responsible for managing the Lexpress bus system, Lex-Connect taxi, and other transportation initiatives. The department seeks to identify the unmet needs of our community by providing outreach and prevention services to families, seniors, veterans and youth.

Budget Overview: The Human Services Department is organized to provide services and support to residents of all ages. Department Staff oversee the following divisions: Administration and Outreach, Senior Services, Youth and Family Services, Veterans Services and Transportation Services. Since moving to the Lexington Community Center in 2015, attendance, walk-in visits, phone calls and requests for information have increased significantly.

Staff from Senior Services and Youth and Family Services provide senior, youth and intergenerational programming, assessments, information and referral, short-term counseling and case management, financial assistance, and consultation on life changes. Veterans services staff provide veterans in Lexington, Bedford, and Carlisle with information and connection to State and Federal benefits, as well as work with colleagues to plan Town celebrations and special events that honor Veterans. Transportation Staff manage the Lexpress bus and Lex-Connect taxi, as well as provide travel consultation on other transit options.

Departmental Initiatives:

1. Prioritize diversity, equity, and inclusion in all departmental internal operations and external programming, services, and support.
2. Support and promote access to mental health services the department and community partners offer. This includes developing a sustainable plan for additional mental health services or support after the William James INTERFACE contract ends.
3. Market, outreach, and educate the community on the new Mental Health Task Force website and how it can be utilized.
4. The department will seek more opportunities beyond just Veteran benefits to ensure that Veterans and their families maximize all benefits available to our Lexington Veteran residents.
5. Increase the number of program offerings in the Youth and Family Services division.
6. Provide more training and support to other town departments on topics such as hoarding, de-escalation, protective services, and suicide.
7. Participate in and advocate for housing-related initiatives that create more access to housing resources, promote housing diversity across the lifespan, and allow residents to age in place.
8. In conjunction with the Assessors Office, the Human Services Department will provide more community education about Property Tax Relief Programs.
9. Increase awareness and utilization of all transportation services, including MBTA and Lexpress bus routes and demand responsive services, and further support active modes of transportation through Safe Routes to School and review of infrastructure and new developments to meet our many Town goals and policies related to mode shift.



Authorized/Appropriated Staffing:

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Director of Human Services	1	1	1	1
Senior Services Director	1	1	1	1
Youth & Family Services Manager	1	1	1	1
Clinical & Community Outreach Manager	1	1	1	1
Senior Services Coordinator	1	1	1	1
Health Outreach Clinician	0.57	0.57	0.57	0.57
Office Manager	1	1	1	1
Department Assistant	0.69	0.69	0.69	0.69
Veterans Services District Director*	1	1	1	1
Veterans Services Officer*	0.51	0.51	0.51	0.51
Transportation Services Manager	1	1	1	1
Department Transportation Assistant	0.80	0.80	0.80	0.80
Registered Dietician**	PT	PT	PT	PT
Senior Services Assistant**	PT	PT	PT	PT
Total FTE	10.57	10.57	10.57	10.57
Total FT/PT	8FT / 6PT	8FT / 6PT	8FT / 6PT	8FT / 6PT

*The Veterans Services District Director and Officer are shared positions between Lexington, Bedford, and Carlisle.

**The part-time temporary positions of Registered Dietician and Senior Services Assistant are fully funded by grants from the Executive Office of Elder Affairs.

Budget Recommendations:

The recommended FY2026 All Funds Human Services budget is \$2,179,884 which is a \$86,189 or 4.12% increase from the revised FY2025 budget. The All Funds budget includes funding from a Massachusetts Executive Office of Elder Affairs (EOEA) grant, the Massachusetts Bay Transportation Authority (MBTA) Suburban Transportation grant, and the Senior Services Revolving Fund. The Towns of Bedford and Carlisle fund a portion of the Veterans Services budget through an Intermunicipal Veterans District agreement.

The Human Services FY2026 recommended General Fund operating budget request is \$1,703,597 and reflects a \$189,658 or 12.53% increase from the revised FY2025 budget.

The General Fund operating budget for Compensation is \$753,284, and reflects a \$2,668 or 0.36% increase, which reflects the cost of contractually obligated step increases and cost of living adjustments, offset by staff turnover. Compensation does not include any estimate of prospective cost of living increases. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The General Fund operating budget for Expenses is \$950,313 and reflects a \$186,990 or 24.50% increase, primarily due to an increase in contractual services following an open bidding process for the Lexpress contract which has been extended through June 30, 2030 with the Town's current vendor. In FY2025, the Town received a \$200,000 Community Transit grant for transportation operating costs, which the general fund budget has decreased by an equal amount. The grant has not been received for FY2026 as of publication of this budget.

Beginning in FY2026, fuel for Lexpress will not be paid for as a contract service but will be included in the Town's consortium contract for gasoline and diesel.

The FY2026 budget proposes to transfer \$125,000 from the Transportation Demand Management Stabilization Fund to cover transportation services, which is level from FY2025.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Community Center Coordinator	\$ 32,229	\$ 467	\$ 32,696	\$ —	\$ —	\$ —	\$ 32,696

6100-6200 Human Services

Budget Summary - General Fund

Funding Sources (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 1,308,299	\$ 1,360,304	\$ 1,340,717	\$ 1,538,375	\$ —	\$ 1,538,375	\$ 197,658	14.74 %
Veteran Benefits Reimbursement	\$ 61,498	\$ 30,109	\$ 18,222	\$ 18,222	\$ —	\$ 18,222	\$ —	— %
TDM Allocation	\$ 95,000	\$ 125,000	\$ 125,000	\$ 125,000		\$ 125,000	\$ —	— %
Fees								
Lexpress Fares	\$ 12,417	\$ 23,777	\$ 30,000	\$ 22,000	\$ —	\$ 22,000	\$ (8,000)	(26.67) %
Total 6000 - General Fund	\$ 1,477,215	\$ 1,539,190	\$ 1,513,939	\$ 1,703,597	\$ —	\$ 1,703,597	\$ 189,658	12.53 %

Appropriation Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 682,484	\$ 688,752	\$ 750,616	\$ 753,284	\$ —	\$ 753,284	\$ 2,668	0.36 %
Expenses	\$ 794,731	\$ 850,437	\$ 763,323	\$ 950,313	\$ —	\$ 950,313	\$ 186,990	24.50 %
Total 6000 - General Fund	\$ 1,477,215	\$ 1,539,190	\$ 1,513,939	\$ 1,703,597	\$ —	\$ 1,703,597	\$ 189,658	12.53 %

Program Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 6110 Administration	\$ 241,021	\$ 192,481	\$ 232,561	\$ 230,612	\$ —	\$ 230,612	\$ (1,949)	(0.84) %
Total 6140 Veterans Services	\$ 54,940	\$ 53,970	\$ 94,992	\$ 93,172	\$ —	\$ 93,172	\$ (1,820)	(1.92) %
Total 6150 Youth & Family Services	\$ 170,996	\$ 190,033	\$ 224,907	\$ 216,415	\$ —	\$ 216,415	\$ (8,492)	(3.78) %
Total 6170 Senior Services & Community Programs	\$ 174,732	\$ 194,074	\$ 205,869	\$ 214,480	\$ —	\$ 214,480	\$ 8,611	4.18 %
Total 6210 Transportation Services	\$ 835,525	\$ 908,632	\$ 755,610	\$ 948,918	\$ —	\$ 948,918	\$ 193,308	25.58 %
Total 6000 - General Fund	\$ 1,477,215	\$ 1,539,190	\$ 1,513,939	\$ 1,703,597	\$ —	\$ 1,703,597	\$ 189,658	12.53 %

Object Code Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 682,484	\$ 688,752	\$ 750,616	\$ 753,284	\$ —	\$ 753,284	\$ 2,668	0.36 %
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Personal Services</i>	<i>\$ 682,484</i>	<i>\$ 688,752</i>	<i>\$ 750,616</i>	<i>\$ 753,284</i>	<i>\$ —</i>	<i>\$ 753,284</i>	<i>\$ 2,668</i>	<i>0.36 %</i>
Contractual Services	\$ 762,632	\$ 821,325	\$ 725,178	\$ 857,393	\$ —	\$ 857,393	\$ 132,215	18.23 %
Utilities	\$ 2,075	\$ 1,350	\$ 3,265	\$ 59,340	\$ —	\$ 59,340	\$ 56,075	1717.46 %
Supplies	\$ 26,450	\$ 24,849	\$ 30,380	\$ 31,080	\$ —	\$ 31,080	\$ 700	2.30 %
Small Capital	\$ 3,574	\$ 2,802	\$ 4,500	\$ 2,500	\$ —	\$ 2,500	\$ (2,000)	(44.44) %
<i>Expenses</i>	<i>\$ 794,731</i>	<i>\$ 850,326</i>	<i>\$ 763,323</i>	<i>\$ 950,313</i>	<i>\$ —</i>	<i>\$ 950,313</i>	<i>\$ 186,990</i>	<i>24.50 %</i>
Total 6000 - General Fund	\$ 1,477,215	\$ 1,539,078	\$ 1,513,939	\$ 1,703,597	\$ —	\$ 1,703,597	\$ 189,658	12.53 %

6100-6200 Human Services

Budget Summary - Revolving Funds* and Grants

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
EOEA Grant	\$ 124,992	\$ 126,112	\$ 126,112	\$ 126,112	\$ —	\$ 126,112	\$ —	— %
Veterans Services Regional Funding	\$ 81,400	\$ 111,899	\$ 96,711	\$ 100,374	\$ —	\$ 100,374	\$ 3,663	3.79 %
Senior Services Revolving Fund*	\$ 54,371	\$ 58,496	\$ 75,000	\$ 75,000	\$ —	\$ 75,000	\$ —	— %
Community Transit Grant	\$ —	\$ —	\$ 200,000	\$ —	\$ —	\$ —	\$ (200,000)	— %
Innovation Transit Grant	\$ —	\$ —	\$ —	\$ 90,000	\$ —	\$ 90,000	\$ —	— %
MBTA Grant	\$ 65,000	\$ 67,162	\$ 81,933	\$ 84,801	\$ —	\$ 84,801	\$ 2,868	3.50 %
Total 6000 - Non-General Fund	\$ 325,763	\$ 363,668	\$ 579,756	\$ 476,287	\$ —	\$ 476,287	\$ (103,469)	(17.85) %

*Revolving Funds are authorized by Town Meeting via Article 9, and are not appropriated under Article 4.

Appropriations Summary (Non-General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
EOEA Grant	\$ 85,299	\$ 110,748	\$ 126,112	\$ 126,112	\$ —	\$ 126,112	\$ —	— %
<i>Personal Services</i>	\$ 62,177	\$ 85,359	\$ 68,447	\$ 77,070	\$ —	\$ 77,070	\$ 8,623	12.60 %
<i>Expenses</i>	\$ 23,122	\$ 25,389	\$ 57,665	\$ 49,042	\$ —	\$ 49,042	\$ (8,623)	(14.95) %
Veterans' Services Regional Funding	\$ 83,102	\$ 95,635	\$ 96,711	\$ 100,374	\$ —	\$ 100,374	\$ 3,663	3.79 %
<i>Personal Services</i>	\$ 80,592	\$ 91,627	\$ 94,001	\$ 95,257	\$ —	\$ 95,257	\$ 1,256	1.34 %
<i>Expenses</i>	\$ 2,510	\$ 4,008	\$ 2,710	\$ 5,117	\$ —	\$ 5,117	\$ 2,407	88.82 %
Senior Services Revolving Fund								
<i>Expenses</i>	\$ 56,182	\$ 44,602	\$ 75,000	\$ 75,000	\$ —	\$ 75,000	\$ —	— %
Transportation Services Grant Funding								
<i>Expenses</i>	\$ 65,000	\$ 67,162	\$ 281,933	\$ 174,801	\$ —	\$ 174,801	\$ (107,132)	(38.00) %
Total 6000 - Non-General Fund	\$ 289,584	\$ 318,146	\$ 579,756	\$ 476,287	\$ —	\$ 476,287	\$ (103,469)	(17.85) %

Budget Summary - All Funds

Appropriation Summary (All Funds)	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 825,253	\$ 865,738	\$ 913,064	\$ 925,611	\$ —	\$ 925,611	\$ 12,547	1.37 %
Expenses	\$ 941,545	\$ 991,598	\$ 1,180,631	\$ 1,254,273	\$ —	\$ 1,254,273	\$ 73,642	6.24 %
Total 6000 Human Services (All Funds)	\$ 1,766,798	\$ 1,857,336	\$ 2,093,695	\$ 2,179,884	\$ —	\$ 2,179,884	\$ 86,189	4.12 %

This Page Intentionally Left Blank.

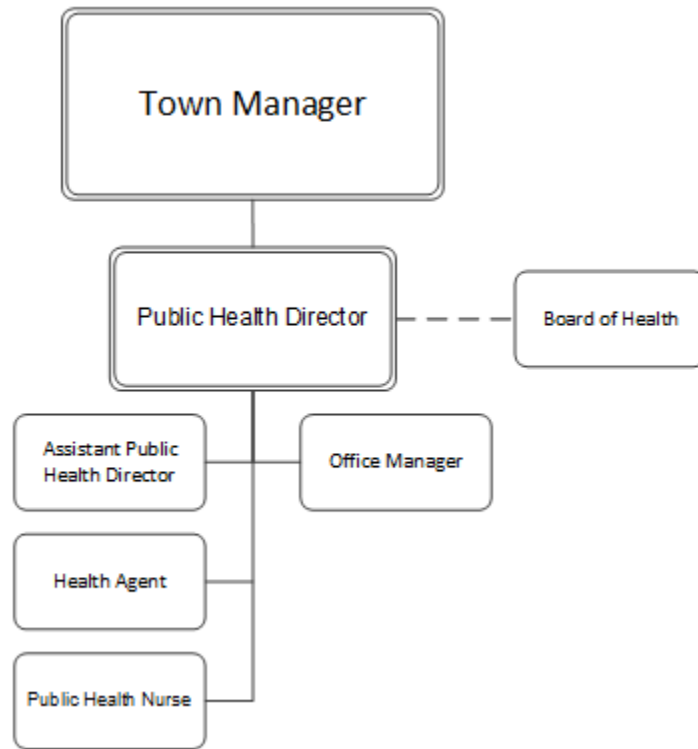


Mission: Under the direction of the Lexington Board of Health, the mission of the Lexington Health Department is to prevent disease and promote wellness in order to protect and improve the health and quality of life of its residents, visitors and workforce.

Budget Overview: Beginning in FY2024, the Public Health Office became a separate Public Health Department to better reflect the vital importance of Local Public Health, and is no longer a division of what is now called the Land Use, Housing and Development Department (LUHD) (Program 7000). The Health Department manages disease prevention and surveillance programs designed to protect the health of the community. Programs include but are not limited to public health education, infectious disease surveillance and case investigation activities, oversight and enforcement of all state and local community health and environmental health regulations, mosquito-borne disease prevention efforts, public vaccination clinics, and public health emergency planning and response efforts. The Health Department staff is comprised of the Health Director, an Assistant Health Director, a Health Agent, a Public Health Nurse and an Office Manager.

Department Initiatives:

1. Strive to increase the visibility of the newly established Health Department by continuing to promote services and programs to residents, businesses and Town staff. Continue to work to establish the Health Department as a resource and trusted municipal partner. This will be accomplished through activities such as, participation in Town events, developing new programming and services, increased focus on Health Equity, Diversity and Inclusion, and increasing department visibility on social platforms.
2. Regularly review all the Board of Health regulations, and update as necessary, to coincide with current State and Federal regulations, standards and best practices. Research and develop new regulations as necessary.
3. Work with other Town departments and community partners to address hoarding in the community through a multi-disciplined approach.
4. Implement new Town ordinance regarding the use, sale and distribution of single service plastic water bottles. Initiate a new inspection and tracking program to ensure compliance, and to track violations and any associated fines.
5. Continue involvement with the newly formed Central Middlesex Medical Reserve Corps. Offer preparedness trainings and classes for the community such as Narcan training, Stop the Bleed, CPR and Preparing for natural and weather related events (ie. heat, cold, hurricanes).
6. Continue to grow the Clinical Public Health programs including expanding the availability of adult and pediatric vaccines, and Senior Wellness Clinics, Work in collaboration with Human Services Health Outreach Clinician to expand services to Elders, and those in need in our community. Collaborate with clinical partners in the Lexington School community and surrounding medical community. Institute new, or expand existing, health and wellness programs to the community as a whole. Research grant opportunities to fund future programs and services.
7. Evaluate and expand the Environmental focus of the Health Department, with an emphasis on climate change and the effects on our community and the environment. Continue to offer or sponsor trainings, certifications or education, on such topics as food safety and ServSafe training for food establishments, septic/cesspool maintenance, well water testing, mosquito/tick safety, air quality, pest control, and hazardous/medical waste.
8. Research grants and other financial opportunities to enhance and expand functions of the Health Department such as the FDA Voluntary Retail Food Grant, Public Health Excellence Grants, NACCHO grants for the MRC, or other opportunities offered by the Office of Local and Regional Health of the Massachusetts Department of Public Health.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Public Health Director	1	1	1	1
Asst. Public Health Director	1	1	1	1
Public Health Agent	1	1	1	1
Public Health Nurse	1	1	1	1
Office Manager*	—	1	1	1
Total FTE	4.0	5.0	5.0	5.0
Total FT/PT	4FT/0PT	5FT/0PT	5FT/0PT	5FT/0PT

*In FY2024 a Land Use Department Assistant was reclassified to Office Manager for the new Health Department.

Budget Recommendations:

The recommended FY2026 All Funds Health budget inclusive of the General Fund operating budget and the Health Program Revolving Fund, which funds health clinics, is \$751,024. The recommended budget is a \$15,876 or 2.16% increase from the FY2025 budget.

The FY2026 recommended Health General Fund operating budget is \$561,024, which is a \$15,876 or 2.91% increase from the FY2025 General Fund budget.

The General Fund operating budget for Compensation is \$473,524 and reflects a \$15,426 or 3.37% increase due to the cost of contractually obligated step increases and cost of living adjustments.

The General Fund operating budget for Expenses is \$87,500, a \$450 or 0.52% increase from FY2025, due to contractually obligated clothing allowances.

The FY2026 Health Programs Revolving Fund is recommended at \$110,000, level-funded from the FY2025 authorization. The FY2026 Lab Inspections Revolving Fund is recommended at \$80,000 to handle lab animal and RDNA inspections at commercial and industrial properties in town.

Program Improvement Requests:

None requested.

Budget Summary - General Fund

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 298,849	\$ 372,730	\$ 505,148	\$ 478,024	\$ —	\$ 478,024	\$ (27,124)	(5.37)%
Directed Funding								
Permits	\$ 105,830	\$ 109,735	\$ 40,000	\$ 83,000	\$ —	\$ 83,000	\$ 43,000	107.50 %
Total 6500 Health	\$ 404,679	\$ 482,465	\$ 545,148	\$ 561,024	\$ —	\$ 561,024	\$ 15,876	2.91 %

Appropriation Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 355,674	\$ 435,477	\$ 458,098	\$ 473,524	\$ —	\$ 473,524	\$ 15,426	3.37 %
Expenses	\$ 49,004	\$ 46,988	\$ 87,050	\$ 87,500	\$ —	\$ 87,500	\$ 450	0.52 %
Total 6500 Health	\$ 404,679	\$ 482,465	\$ 545,148	\$ 561,024	\$ —	\$ 561,024	\$ 15,876	2.91 %

Object Code Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 352,226	\$ 435,266	\$ 456,258	\$ 471,684	\$ —	\$ 471,684	\$ 15,426	3.38 %
Overtime	3,448	211	1,840	1,840	—	1,840	—	— %
<i>Personal Services</i>	<i>\$ 355,674</i>	<i>\$ 435,477</i>	<i>\$ 458,098</i>	<i>\$ 473,524</i>	<i>\$ —</i>	<i>\$ 473,524</i>	<i>\$ 15,426</i>	<i>3.37 %</i>
Contractual Services	\$ 43,608	\$ 39,636	\$ 75,250	\$ 75,250	\$ —	\$ 75,250	\$ —	— %
Utilities	\$ 1,867	\$ 2,091	\$ 2,800	\$ 3,000	\$ —	\$ 3,000	\$ 200	7.14 %
Supplies	\$ 3,528	\$ 5,260	\$ 9,000	\$ 9,250	\$ —	\$ 9,250	\$ 250	2.78 %
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$ 49,004</i>	<i>\$ 46,988</i>	<i>\$ 87,050</i>	<i>\$ 87,500</i>	<i>\$ —</i>	<i>\$ 87,500</i>	<i>\$ 450</i>	<i>0.52 %</i>
Total 6500 Health	\$ 404,679	\$ 482,465	\$ 545,148	\$ 561,024	\$ —	\$ 561,024	\$ 15,876	2.91 %

Budget Summary - Revolving Funds*

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Health Programs Revolving Fund	\$ 63,998	\$ 83,786	\$ 110,000	\$ 110,000	\$ —	\$ 110,000	\$ —	— %
Lab Inspections Revolving Fund	\$ 40,750	\$ 44,325	\$ 80,000	\$ 40,000	\$ —	\$ 40,000	\$ (40,000)	(50.00)%
Total 6500 Health	\$ 104,748	\$ 128,111	\$ 190,000	\$ 150,000	\$ —	\$ 150,000	\$ (40,000)	(21.05)%

*Revolving Funds are authorized by Town Meeting via Article 9, and are not appropriated under Article 4.

Appropriation Summary (Revolving Funds)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
6500 - Health Programs Revolving Fund								
<i>Expenses</i>	\$ 50,690	\$ 36,404	\$ 110,000	\$ 110,000	\$ —	\$ 110,000	\$ —	— %
6500 - Lab Inspections Revolving Fund								
<i>Expenses</i>	\$ 17,811	\$ 29,825	\$ 80,000	\$ 80,000	\$ —	\$ 80,000	\$ —	— %
Total 6500 Health	\$ 68,501	\$ 66,229	\$ 190,000	\$ 190,000	\$ —	\$ 190,000	\$ —	— %

Budget Summary - All Funds

Appropriation Summary (All Funds)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 355,674	\$ 435,477	\$ 458,098	\$ 473,524	\$ —	\$ 473,524	\$ 15,426	3.37 %
Expenses	\$ 117,505	\$ 113,217	\$ 277,050	\$ 277,500	\$ —	\$ 277,500	\$ 450	0.16 %
Total 6500 Health - All Funds	\$ 473,179	\$ 548,694	\$ 735,148	\$ 751,024	\$ —	\$ 751,024	\$ 15,876	2.16 %

This Page Intentionally Left Blank.



Section IX: Program 7000: Land Use, Housing and Development Department

This section includes detailed information about the FY2026 Operating Budget & Financing Plan for the Land Use, Housing and Development Department. It includes:

- 7100-7400 Summary IX-3
- 7110 Building and Zoning IX-10
- 7120 Administration IX-14
- 7130 Conservation IX-17
- 7200 Planning IX-21
- 7300 Economic Development IX-25

This Page Intentionally Left Blank.



7100-7400 Program Summary

Mission: The Land Use, Health and Development department was created in 2015 to support the Town Manager, under the direction of an Assistant Town Manager for Development, by providing strategic leadership and accountability for a new Department comprising the Planning, Economic Development, Building & Zoning, Conservation, and Public Health functions, and by managing land-related negotiations, acquisitions, agreements, restrictions, leases. The Department included those offices that manage and promote residential and commercial development in Lexington while protecting the health and safety of residents through local bylaws and regulations, as well as state statutes and regulations, in the areas of building code, zoning, wetland protection, planning, economic development, housing and land-use. This structure enabled the Town to further streamline code enforcement, program and policy development, and outreach and educational activities related to commercial, residential and public development and local public health.

In recent years the COVID-19 pandemic highlighted the vital importance of local public health, and in 2022 the Town Manager conducted an organization study of the Town's departmental structure. Based on that evaluation, the Health Office became a stand-alone Town department in FY2024 and is now separately reflected under Program 6500.

Further, Lexington's commitment to Affordable Housing goals has come to the forefront of the Town's initiatives. Going forward 'Housing' will be reflected in the Department's new name: the Land Use, Housing and Development Department.

Budget Overview: The Land Use, Housing and Development Department is comprised of: Building and Zoning, Administration, Conservation, Planning, Housing and Economic Development.

- Building and Zoning is responsible for enforcing the State building, electrical, gas and plumbing codes, the local zoning bylaw, and Architectural Access Board Regulations.
- Conservation is responsible for administering and enforcing the State and local wetland protection codes and the State Stormwater Management Regulations, managing over 1,400 acres of Town-owned conservation land, and providing outreach and education concerning natural and watershed resources.
- Planning supports the Planning Board in the administration of the Subdivision Regulations, the determination of adequacy of unaccepted streets, the granting of special permits for residential development, site plan review and granting of special permits within the commercial manufacturing district, and the review of Planned Development District proposals that go to Town Meeting. In addition, the staff engages in short- and long-term planning in regard to growth and development issues in Lexington, being active participants in various committees dealing with issues of transportation, affordable housing and economic development, as well as participating in regional and statewide initiatives.
- Affordable Housing has become an increasing priority in Lexington, and the Town has recently established an Affordable Housing Trust to fund the preservation and creation of affordable housing units in Lexington. While the FY2026 budget does not reflect dedicated staffing or expenses, the Town's Affordable Housing initiatives are expected to expand in future years.
- Economic Development works to encourage new investment and support our local businesses. It serves as a liaison for businesses and works to address business-related issues from Center parking to expanding the life sciences sector to updating land use policy. The Office also works to retain and expand local businesses by providing information, conducting research, supporting a visitor-based economy, and leveraging State economic development tools and resources designed to

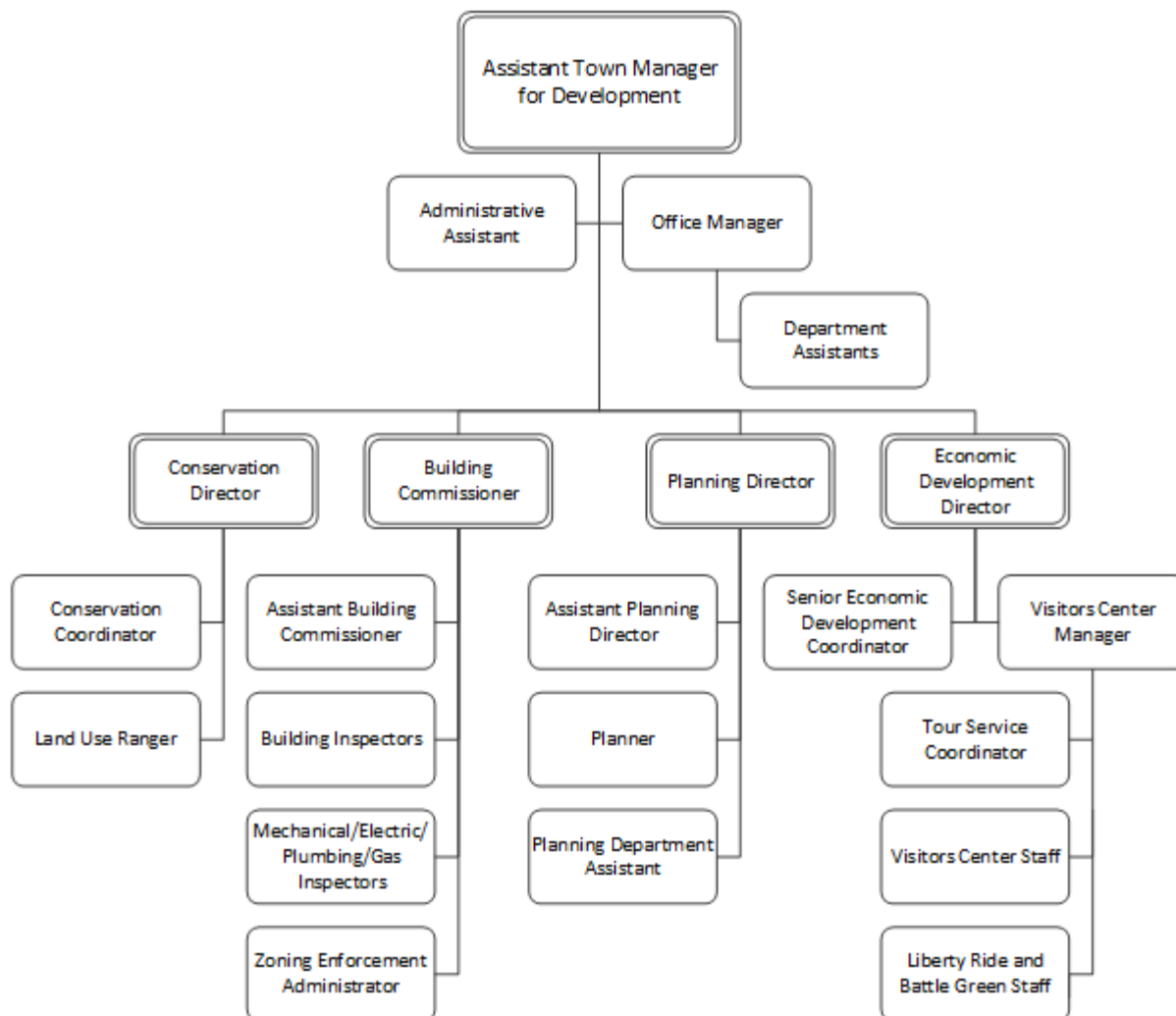
7100-7400 Program Summary

improve the business environment. The Economic Development Office manages the Visitors Center and Tourism operations.

Departmental Initiatives:

1. Implement the Select Board's goals associated with the work of the Department.
2. Support the transition of the Public Health function into a new, separate Department, while continuing to coordinate with the Health staff to facilitate Health-related permitting of Economic Development and other development-related work.
3. Support affordable housing studies, plans, resources and initiatives, including the new Affordable Housing Trust, MBTA Multi-family, and Special Residential Developments.
4. Implement high priority and near-term action steps and recommendations of LexingtonNext, the Comprehensive Plan Update adopted September 2022.
5. Continue to support community input on the Bedford Street/Hartwell Avenue 25% design development with the Engineering Division.

7100-7400 Program Summary



7100-7400 Program Summary

Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Asst. Town Manager for Development	1	1	1	1
Administrative Assistant	1	1	1	1
Administration Dept Office Manager	1	1	1	1
Administration Dept Assistants*	4	3	3	3
Economic Development Director	1	1	1	1
Senior Economic Dev. Coordinator	1	1	1	1
Visitor Center Manager	1	1	1	1
Visitor Center PT Assistant Manager	0.56	0.56	0.56	0.56
Visitor Center Staff (6PT)	4.75	4.75	4.75	4.75
Tour Service Coordinator**	—	1	1	1
Battle Green Guides	Seasonal	Seasonal	Seasonal	Seasonal
Liberty Ride Guides	Seasonal	Seasonal	Seasonal	Seasonal
Economic Development Intern	Seasonal	Seasonal	Seasonal	Seasonal
Planning Director	1	1	1	1
Assistant Planning Director	1	1	1	1
Planner	1	1	1	1
Planning Dept. Assistant	1	1	1	1
Conservation Director	1	1	1	1
Conservation Coordinator	1	1	1	1
Land Use Ranger	0.25	0.25	0.25	0.25
Conservation Regulatory Assistant***	—	—	—	—
Land Management Interns	Seasonal	Seasonal	Seasonal	Seasonal
Building Commissioner	1	1	1	1
Asst Building Commissioner	1	1	1	1
Zoning Enforcement Administrator	1	1	1	1
Building Inspector	1	1	1	1
Plumbing and Gas Inspector	1	1	1	1
Electric Inspector	1	1	1	1
Mechanical Inspector****	—	—	0.57	0.57
Part-time Building Inspector*****	0.58	0.58	0.58	0.58
Part-time Plumbing Inspector*****	0.14	0.14	0.14	0.14
Part-time Electric Inspector*****	0.24	0.24	0.24	0.24
PT Sealer Weights/Measures*****	—	—	—	—
Total FTE	28.52	28.52	29.09	29.09
Total FT/PT	22FT/8PT + Seasonal	22FT/9PT + Seasonal	22FT/10PT + Seasonal	22FT/10PT + Seasonal

Note: In FY2024, the Public Health Office became a separate Town department.

*In FY2024 a Land Use Department Assistant was reclassified to Office Manager for the new Health Department.

**In FY2024 the Liberty Ride Coordinator transitioned from part-time to full-time via a program improvement. Title change to Tour Service Coordinator.

***In FY2025, a part-time seasonal non-benefited Conservation Regulatory Assistant position was created via a program improvement. This position will be funded by wetland protection fees passed through from the State.

****In FY2025, a part-time benefited Mechanical Inspector position was created via a program improvement.

*****The hours budgeted for part-time inspectors are filled by multiple individuals.

*****This is a part-time position shared with the Town of Burlington paid for as a contract service that does not add to overall headcount.

7100-7400 Program Summary

Budget Recommendations:

The FY2026 recommended All Funds Land Use, Housing and Development Department budget, inclusive of the General Fund operating budget, the Tourism, Residential Engineering Review, and Wetland Protection Revolving Funds, is \$3,104,317, which is a \$70,068 or 2.31% increase from the FY2025 budget.

The FY2026 All Funds budget includes fee revenue from Wetlands Protection Act Notice of Intent (NOI) permitting process which is accounted for in a Revolving Fund. This Revolving Fund is authorized by Massachusetts General Law (MGL) Chapter 131, Section 40, which does not require appropriation by Town Meeting. The FY2026 budget includes a part-time seasonal position for the Conservation department be funded by the wetland protection fees.

The FY2026 recommended Land Use, Housing and Development General Fund operating budget is \$2,465,236, which is a \$22,630 or 0.93% increase from the FY2025 General Fund budget.

The General Fund operating budget for Compensation is \$2,034,845 and reflects a \$(20,810) or (1.01)% decrease, which funds step increases and cost of living adjustments, offset by staff turnover. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The General Fund operating budget for Expenses is \$430,391 and reflects an increase of \$43,440 or 11.23%, primarily due to an increase in contract expenses for regional housing services.

The FY2026 recommended budget for the Tourism Revolving Funds is \$561,191, an increase of \$47,438 or 9.23% in the Tourism budget. Tourism is expected to increase around the Semiquincentennial celebration of the Battle of Lexington which will generate additional revenue and related expenses.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Hydraulic Lift gate	\$ 5,940	\$ —	\$ 5,940	\$ —	\$ —	\$ —	\$ 5,940
Housing Contract Services	\$ 43,200	\$ —	\$ 43,200	\$ —	\$ —	\$ —	\$ 43,200
Planner	\$ 72,000	\$ 21,277	\$ 93,277	\$ —	\$ —	\$ —	\$ 93,277
Full-time Assistant Visitors Center Manager	\$ 21,924	\$ 20,551	\$ 42,475	\$ —	\$ —	\$ —	\$ 42,475

7100-7400 Program Summary

Budget Summary - General Fund

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$(3,521,687)	\$(921,014)	\$(618,594)	\$(354,364)	\$ —	\$(354,364)	\$ 264,230	(42.71) %
TDM Stabilization Fund	\$ 46,000	\$ 46,000	\$ 46,000	\$ 46,000	\$ —	\$ 46,000	\$ —	— %
Fees & Charges								
Departmental Fees	\$ 51,956	\$ 81,609	\$ 79,200	\$ 80,400	\$ —	\$ 80,400	\$ 1,200	1.52 %
Licenses & Permits	\$ 5,591,197	\$ 2,977,006	\$ 2,936,000	\$ 2,693,200	\$ —	\$ 2,693,200	\$ (242,800)	(8.27) %
Total 7100-7400 - General Fund	\$ 2,167,466	\$ 2,183,601	\$ 2,442,606	\$ 2,465,236	\$ —	\$ 2,465,236	\$ 22,630	0.93 %

Appropriation Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 1,863,837	\$ 1,872,366	\$ 2,055,655	\$ 2,034,845	\$ —	\$ 2,034,845	\$ (20,810)	(1.01) %
Expenses	\$ 303,629	\$ 311,235	\$ 386,951	\$ 430,391	\$ —	\$ 430,391	\$ 43,440	11.23 %
Total 7100-7400 - General Fund	\$ 2,167,466	\$ 2,183,601	\$ 2,442,606	\$ 2,465,236	\$ —	\$ 2,465,236	\$ 22,630	0.93 %

Level-Service Requests (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 7110 Building & Zoning	\$ 620,472	\$ 614,263	\$ 707,682	\$ 692,169	\$ —	\$ 692,169	\$ (15,513)	(2.19) %
Total 7120 Administration	\$ 511,627	\$ 462,893	\$ 535,590	\$ 555,676	\$ —	\$ 555,676	\$ 20,086	3.75 %
Total 7130 Conservation	\$ 230,141	\$ 244,968	\$ 272,289	\$ 274,896	\$ —	\$ 274,896	\$ 2,607	0.96 %
Total 7200 Planning	\$ 429,159	\$ 412,865	\$ 458,966	\$ 459,127	\$ —	\$ 459,127	\$ 161	0.04 %
Total 7300 Economic Development	\$ 376,067	\$ 448,612	\$ 468,079	\$ 483,368	\$ —	\$ 483,368	\$ 15,289	3.27 %
Total 7100-7400 - General Fund	\$ 2,167,466	\$ 2,183,601	\$ 2,442,606	\$ 2,465,236	\$ —	\$ 2,465,236	\$ 22,630	0.93 %

Object Code Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 1,836,388	\$ 1,856,941	\$ 2,021,565	\$ 2,000,755	\$ —	\$ 2,000,755	\$ (20,810)	(1.03) %
Overtime	\$ 27,449	\$ 15,425	\$ 34,090	\$ 34,090	\$ —	\$ 34,090	\$ —	— %
<i>Personal Services</i>	<i>\$ 1,863,837</i>	<i>\$ 1,872,366</i>	<i>\$ 2,055,655</i>	<i>\$ 2,034,845</i>	<i>\$ —</i>	<i>\$ 2,034,845</i>	<i>\$ (20,810)</i>	<i>(1.01) %</i>
Contractual Services	\$ 239,970	\$ 242,239	\$ 328,640	\$ 369,140	\$ —	\$ 369,140	\$ 40,500	12.32 %
Utilities	\$ 9,005	\$ 8,090	\$ 10,981	\$ 10,181	\$ —	\$ 10,181	\$ (800)	(7.29) %
Supplies	\$ 54,523	\$ 60,315	\$ 45,330	\$ 49,070	\$ —	\$ 49,070	\$ 3,740	8.25 %
Small Capital	\$ —	\$ 582	\$ 2,000	\$ 2,000	\$ —	\$ 2,000	\$ —	— %
<i>Expenses</i>	<i>\$ 303,499</i>	<i>\$ 311,227</i>	<i>\$ 386,951</i>	<i>\$ 430,391</i>	<i>\$ —</i>	<i>\$ 430,391</i>	<i>\$ 43,440</i>	<i>11.23 %</i>
Total 7100-7400 - General Fund	\$ 2,167,336	\$ 2,183,592	\$ 2,442,606	\$ 2,465,236	\$ —	\$ 2,465,236	\$ 22,630	0.93 %

7100-7400 Program Summary

Budget Summary - Revolving Funds

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Residential Engineering Review Revolving Fund	\$ —	\$ —	\$ 57,600	\$ 57,600	\$ —	\$ 57,600	\$ —	— %
Wetland Protection Fees	\$ —	\$ —	\$ 20,290	\$ —		\$ 20,290	\$ —	— %
Liberty Ride Revolving Fund	\$ 113,736	\$ 148,442	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Visitor Center Revolving Fund	\$ 275,990	\$ 425,503	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Tourism Revolving Fund	\$ —	\$ —	\$ 513,753	\$ 561,191	\$ —	\$ 561,191	\$ 47,438	9.23 %
Total 7100-7400 - Rev. Funds	\$ 389,726	\$ 573,945	\$ 571,353	\$ 639,081	\$ —	\$ 639,081	\$ 67,728	11.85 %

*Revolving Funds are authorized by Town Meeting via Article 9, and are not appropriated under Article 4, with the exception of the Wetland Protection Revolving Fund which does not require appropriation.

Appropriation Summary (Revolving Funds)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
7110 - Residential Engineering Review	\$ —	\$ —	\$ 57,600	\$ 57,600	\$ —	\$ 57,600	\$ —	— %
Expenses	\$ —	\$ —	\$ 57,600	\$ 57,600	\$ —	\$ 57,600	\$ —	— %
7130 - Wetland Protection	\$ —	\$ —	\$ 20,290	\$ 20,290	\$ —	\$ 20,290	\$ —	— %
Compensation	\$ —	\$ —	\$ 20,290	\$ 20,290	\$ —	\$ 20,290	\$ —	— %
7320 - Liberty Ride	\$ 99,230	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Compensation	\$ 25,320	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Expenses	\$ 73,910	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Benefits	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
7340 - Visitor Center	\$ 162,962	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Compensation	\$ 72,568	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Expenses	\$ 90,394	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Benefits	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
7350 - Tourism	\$ —	\$ 340,230	\$ 513,753	\$ 561,191	\$ —	\$ 561,191	\$ 47,438	9.23 %
Compensation	\$ —	\$ 146,907	\$ 188,753	\$ 220,439	\$ —	\$ 220,439	\$ 31,686	16.79 %
Expenses	\$ —	\$ 193,323	\$ 325,000	\$ 325,000	\$ —	\$ 325,000	\$ —	— %
Benefits	\$ —	\$ —	\$ —	\$ 15,752	\$ —	\$ 15,752	\$ 15,752	— %
Total 7100-7400 - Rev. Funds	\$ 262,192	\$ 340,230	\$ 571,353	\$ 618,791	\$ —	\$ 639,081	\$ 67,728	11.85 %

Budget Summary - All Funds

Appropriation Summary (All Funds)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 1,961,725	\$ 1,872,366	\$ 2,264,698	\$ 2,275,574	\$ —	\$ 2,275,574	\$ 10,876	0.48 %
Expenses	\$ 467,933	\$ 504,558	\$ 769,551	\$ 812,991	\$ —	\$ 812,991	\$ 43,440	5.64 %
Benefits	\$ —	\$ —	\$ —	\$ 15,752	\$ —	\$ 15,752	\$ 15,752	— %
Total 7100-7400 - All Funds	\$ 2,429,657	\$ 2,376,924	\$ 3,034,249	\$ 3,104,317	\$ —	\$ 3,104,317	\$ 70,068	2.31 %

7110 Building & Zoning

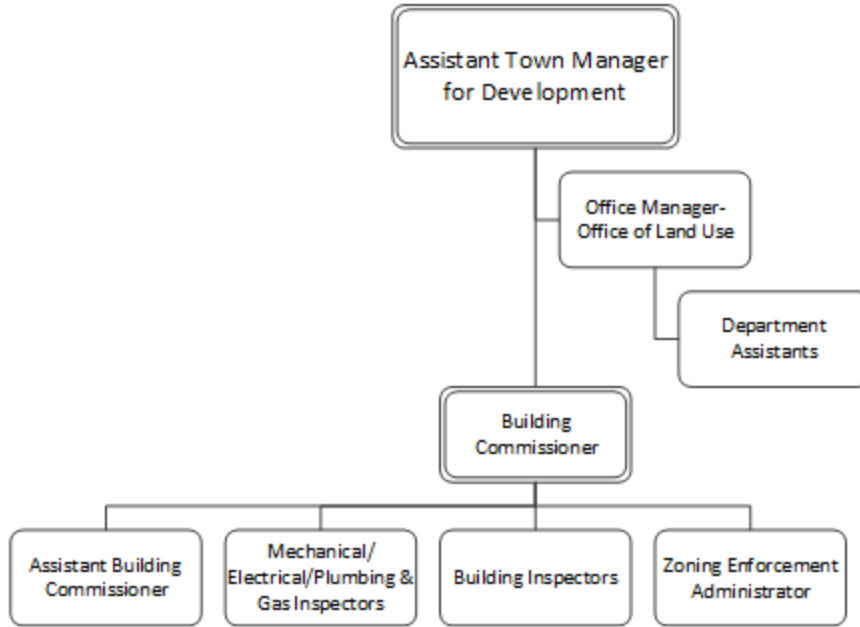
Mission: The Building and Zoning Division is a regulatory function with the goal of protecting the health and safety of residents. This role is fulfilled through the enforcement of building, zoning and land use regulations.

Budget Overview: The Building and Zoning Division enforces state building, electrical, plumbing, gas and mechanical codes, Architectural Access Board Regulations and local zoning bylaws. Staff, comprised of the Building Commissioner, Assistant Building Commissioner, Building Inspectors, Electrical Inspector, Plumbing & Gas Inspector, Mechanical Inspector and Zoning Enforcement Administrator, review construction drawings and specifications, issue permits, inspect new construction, conduct periodic inspections of restaurants, day care centers, schools, religious institutions, museums, places of public assembly and multi-family housing, and levy fines or prosecute when necessary to maintain code compliance.

Division Initiatives:

1. Continue to improve and administer the online permitting system, assisting contractors and residents to obtain their permits without delays. The ViewPoint Cloud permit system requires all building, mechanical, sheet metal, zoning, electrical, plumbing and gas permits to be applied for electronically. This permitting system allows applicants to do much of their work from their office or home, thereby saving time and money from having to visit the Town offices.
2. With the ever changing energy codes and sophisticated mechanical systems, the town approved a part time mechanical inspector position last year, with expertise in the mechanical codes, equipment and installations. The Building Divisions goal in the upcoming year will be to improve the plan review, permitting and inspection process for all sheet metal, mechanical and energy code compliance.
3. Permit, inspect, monitor and ensure code compliance for the almost one thousand new residential housing units currently in the permitting pipeline. These new new buildings and residential developments will create an enormous workload on inspectors and will require an extraordinary effort on all to insure success.
4. Prepare the staff, residents, contractors and designers of the most recent Fossil Fuel Free Bylaw, adopted in the Spring of 2024 that further prohibits/limits the use of natural gas and propane in new and existing homes and most commercial buildings.
5. Assist the Planning Staff and Select Board to continue with their efforts to implement a stormwater permitting system for all new homes built, regardless of the lot size. In 2023 the Board added smaller projects that trigger site plan review, and their next steps will be adding all the new home lots so that stormwater will not adversely effect the neighbors and town roads

7110 Building & Zoning



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Building Commissioner	1	1	1	1
Asst. Bldg. Commissioner	1	1	1	1
Zoning Enforcement Administrator	1	1	1	1
Building Inspectors	1	1	1	1
Plumbing and Gas Inspector	1	1	1	1
Electric Inspector	1	1	1	1
Mechanical Inspector*	—	—	0.57	0.57
Part-time Building Inspector**	0.58	0.58	0.58	0.58
Part-time Plumbing Inspector**	0.14	0.14	0.14	0.14
Part-time Electric Inspector**	0.24	0.24	0.24	0.24
Part-time Sealer of Weights and Measures***	—	—	—	—
Total FTE	6.96	6.96	7.53	7.53
Total FT/PT	6FT/3PT	6FT/3PT	6FT/4PT	6FT/4PT

*In FY2025, a part-time benefited Mechanical Inspector position was created via a program improvement.

**The hours budgeted for part-time inspectors are filled by multiple individuals.

***This is a part-time position shared with the Town of Burlington paid for as a contract service that does not add to overall headcount.

7110 Building & Zoning

Budget Recommendations:

The FY2026 recommended All Funds Building and Zoning budget is \$749,769, a \$(15,513) or (2.03)% decrease from the FY2025 budget.

The FY2026 recommended General Fund Building and Zoning budget is \$692,169, a \$(15,513) or (2.19)% decrease from the FY2025 budget.

The recommended budget for Compensation is \$649,329 and reflects a \$(15,513) or (2.33)% decrease, which is due to staff turnover. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager's budget.

The recommended budget for Expenses is \$42,840, level-funded from FY2025.

Program Improvement Requests:

None requested.

7110 Building & Zoning

Town of Lexington, MA

Budget Summary:

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ (4,872,210)	\$ (2,266,663)	\$ (2,200,818)	\$ (2,012,031)	\$ —	\$ (2,012,031)	\$ 188,787	(8.58)%
Directed Funding								
Departmental Fees	\$ 7,315	\$ 13,655	\$ 12,500	\$ 11,000	\$ —	\$ 11,000	\$ (1,500)	(12.00)%
Licenses and Permits	\$ 5,485,367	\$ 2,867,271	\$ 2,896,000	\$ 2,693,200	\$ —	\$ 2,693,200	\$ (202,800)	(7.00)%
Total 7110 Building and Zoning	\$ 620,472	\$ 614,263	\$ 707,682	\$ 692,169	\$ —	\$ 692,169	\$ (15,513)	(2.19)%

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 584,341	\$ 577,562	\$ 664,842	\$ 649,329	\$ —	\$ 649,329	\$ (15,513)	(2.33)%
Expenses	\$ 36,131	\$ 36,702	\$ 42,840	\$ 42,840	\$ —	\$ 42,840	\$ —	— %
Total 7110 Building and Zoning	\$ 620,472	\$ 614,263	\$ 707,682	\$ 692,169	\$ —	\$ 692,169	\$ (15,513)	(2.19)%

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 575,550	\$ 571,514	\$ 658,252	\$ 642,739	\$ —	\$ 642,739	\$ (15,513)	(2.36)%
Overtime	\$ 8,791	\$ 6,048	\$ 6,590	\$ 6,590	\$ —	\$ 6,590	\$ —	— %
<i>Personal Services</i>	<i>\$ 584,341</i>	<i>\$ 577,562</i>	<i>\$ 664,842</i>	<i>\$ 649,329</i>	<i>\$ —</i>	<i>\$ 649,329</i>	<i>\$ (15,513)</i>	<i>(2.33)%</i>
Contractual Services	\$ 14,325	\$ 24,968	\$ 30,890	\$ 31,690	\$ —	\$ 31,690	\$ 800	2.59 %
Utilities	\$ 6,102	\$ 5,502	\$ 6,800	\$ 6,000	\$ —	\$ 6,000	\$ (800)	(11.76)%
Supplies	\$ 15,704	\$ 6,223	\$ 5,150	\$ 5,150	\$ —	\$ 5,150	\$ —	— %
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$ 36,131</i>	<i>\$ 36,693</i>	<i>\$ 42,840</i>	<i>\$ 42,840</i>	<i>\$ —</i>	<i>\$ 42,840</i>	<i>\$ —</i>	<i>— %</i>
Total 7110 Building and Zoning	\$ 620,472	\$ 614,255	\$ 707,682	\$ 692,169	\$ —	\$ 692,169	\$ (15,513)	(2.19)%

Budget Summary - Revolving Funds*

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Residential Engineering Review	\$ —	\$ —	\$ 57,600	\$ 57,600		\$ 57,600	\$ —	— %
Total 7110 B&Z Rev. Funds	\$ —	\$ —	\$ 57,600	\$ 57,600	\$ —	\$ 57,600	\$ —	— %

*Revolving Funds are authorized by Town Meeting via Article 9, and are not appropriated under Article 4.

Appropriation Summary (Revolving Funds)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
7110 - Residential Engineering Review Revolving Fund								
<i>Expenses</i>	<i>\$ —</i>	<i>\$ —</i>	<i>\$ 57,600</i>	<i>\$ 57,600</i>		<i>\$ 57,600</i>	<i>\$ —</i>	<i>— %</i>
Total 7110 B&Z Rev. Funds	\$ —	\$ —	\$ 57,600	\$ 57,600	\$ —	\$ 57,600	\$ —	— %

Budget Summary - All Funds

Appropriation Summary (All Funds)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 584,341	\$ 577,562	\$ 664,842	\$ 649,329	\$ —	\$ 649,329	\$ (15,513)	(2.33)%
Expenses	\$ 36,131	\$ 36,702	\$ 100,440	\$ 100,440	\$ —	\$ 100,440	\$ —	— %
Total 7110 B&Z - All Funds	\$ 620,472	\$ 614,263	\$ 765,282	\$ 749,769	\$ —	\$ 749,769	\$ (15,513)	(2.03)%

7120 Administration

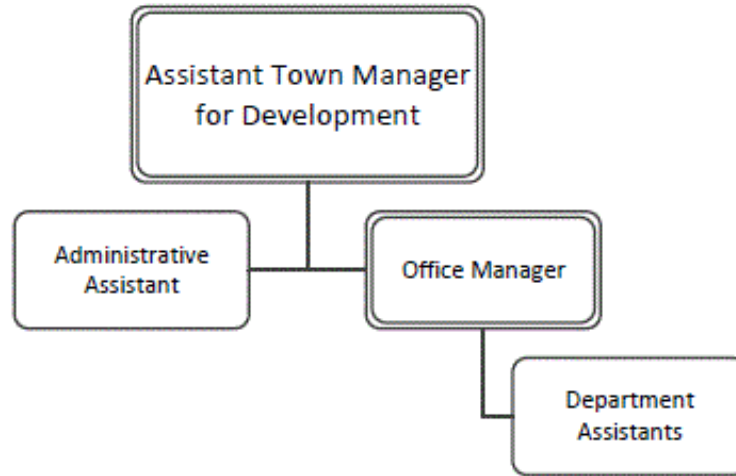
Mission: To develop comprehensive regulatory and technical assistance services to town residents and commercial entities transacting development business with the Town.

Budget Overview: Administration provides management oversight and administrative support to the Building and Zoning, Conservation, Planning and Economic Development Offices and to the numerous boards and commissions, including the Zoning Board of Appeals and Historic Districts Commission, and coordinates their daily operations. The staff, comprised of an Assistant Town Manager, an Office Manager, Administrative Assistant and three Department Assistants, schedules and coordinates hearings, prepares legal notices, sets agendas, processes applications and permits, inputs data into Access databases, maintains files, circulates petitions among Town boards and officials, prepares meeting notices, agendas and minutes, determines and notifies abutters, communicates with the public, attends meetings, performs payroll and accounts payable functions, makes daily deposits, and files all final documentation. The Assistant Town Manager for Development position oversees all operations of the five divisions within the Land Use, Housing and Development Department.

Division Initiatives:

1. Advance the Town's housing initiatives.
2. Direct the Department in supporting the Select Board's updated goals and the Planning Board's work plan, including LexingtonNext and other adopted Town plans related to the Department's work.
3. Hold the formal public hearing on the 25% design for the Bedford Hartwell Complete Streets Reconstruction Project
4. Assist the Town Manager in planning and executing on operations and delegated strategic actions in land use, housing, conservation, building, planning, preservation and economic development.

7120 Administration



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Asst. Town Manager for Development	1	1	1	1
Administrative Assistant	1	1	1	1
Office Manager	1	1	1	1
Department Assistants*	4	3	3	3
Total FTE	7	6	6	6
Total FT/PT	7 FT	6 FT	6 FT	6 FT

*In FY2024 a Land Use Department Assistant was reclassified to Office Manager for the new Health Department.

7120 Administration

Budget Recommendations:

The recommended FY2026 General Fund budget for the Office of Administration is \$555,676, a increase of \$20,086 or 3.75% from the FY2025 budget.

The General Fund operating budget for Compensation is \$493,776 and reflects a increase of \$13,086 or 2.72% due to staff turnover, partly offset by contractually obligated step increases and cost of living adjustments. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager's budget.

The General Fund operating budget for Expenses is \$61,900 and reflects a net increase of \$7,000 or 12.75%, which is primarily due to increased costs for contract services and office supplies.

Program Improvement Requests:

None requested.

Budget Summary:

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 503,527	\$ 454,793	\$ 521,890	\$ 534,276	\$ —	\$ 534,276	\$ 12,386	2.37 %
Directed Funding								
Departmental Fees	\$ 8,100	\$ 8,100	\$ 13,700	\$ 21,400	\$ —	\$ 21,400	\$ 7,700	56.20 %
Total 7120 Administration	\$ 511,627	\$ 462,893	\$ 535,590	\$ 555,676	\$ —	\$ 555,676	\$ 20,086	3.75 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 471,814	\$ 438,686	\$ 480,690	\$ 493,776	\$ —	\$ 493,776	\$ 13,086	2.72 %
Expenses	\$ 39,813	\$ 24,207	\$ 54,900	\$ 61,900	\$ —	\$ 61,900	\$ 7,000	12.75 %
Total 7120 Administration	\$ 511,627	\$ 462,893	\$ 535,590	\$ 555,676	\$ —	\$ 555,676	\$ 20,086	3.75 %

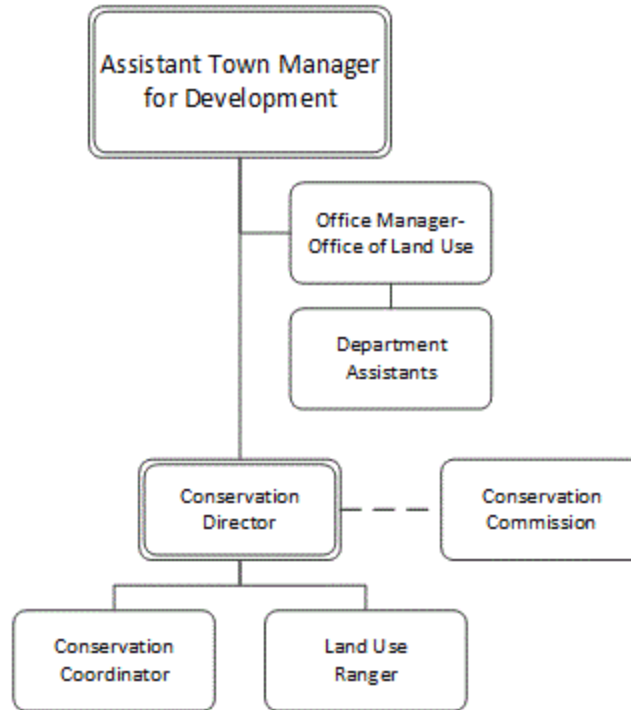
Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 462,340	\$ 432,936	\$ 467,529	\$ 480,615	\$ —	\$ 480,615	\$ 13,086	2.80 %
Overtime	\$ 9,474	\$ 5,750	\$ 13,161	\$ 13,161	\$ —	\$ 13,161	\$ —	— %
<i>Personal Services</i>	<i>\$ 471,814</i>	<i>\$ 438,686</i>	<i>\$ 480,690</i>	<i>\$ 493,776</i>	<i>\$ —</i>	<i>\$ 493,776</i>	<i>\$ 13,086</i>	<i>2.72 %</i>
Contractual Services	\$ 24,431	\$ 13,773	\$ 46,200	\$ 49,200	\$ —	\$ 49,200	\$ 3,000	6.49 %
Utilities	\$ 595	\$ 745	\$ 700	\$ 700	\$ —	\$ 700	\$ —	— %
Supplies	\$ 14,787	\$ 9,689	\$ 8,000	\$ 12,000	\$ —	\$ 12,000	\$ 4,000	50.00 %
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$ 39,813</i>	<i>\$ 24,207</i>	<i>\$ 54,900</i>	<i>\$ 61,900</i>	<i>\$ —</i>	<i>\$ 61,900</i>	<i>\$ 7,000</i>	<i>12.75 %</i>
Total 7120 Administration	\$ 511,627	\$ 462,893	\$ 535,590	\$ 555,676	\$ —	\$ 555,676	\$ 20,086	3.75 %

Mission: To protect the health and safety of Town residents through education about and regulation of and management of natural areas and wetlands.

Budget Overview: The Conservation Division provides administration, interpretation and enforcement of all applicable State laws and Local codes; counsel, guidance and education to the public on environmental issues; research and reports on relevant issues for the Conservation Commission meetings to aid the Commission in key decision making; enforcement of permit conditions through construction inspections; management of conservation areas and the Land and Watershed Stewardship Program. The Conservation Director manages and supervises the Conservation staff and operations and, along with the Conservation Stewardship Coordinator, performs administrative, supervisory, professional and technical work in connection with managing and directing comprehensive environmental programs.

Division Initiatives:

1. Conduct a comprehensive technical review of Wetland Protection Code C. 130 and associated regulations and update for consistency with all recent State DEP regulation amendments and local regulation amendments.
2. Enhance, with support of an intern, the local wetland layer in the Town's GIS via digitizing wetland data from approved conservation permit plans for improved public outreach regarding resource area jurisdiction.
3. Implement recommendations of the Seven Year Action Plan of the 2023 Open Space and Recreation Plan in collaboration with Recreation and Community Programs and other applicable staff, boards, and committees.
4. Implement the Conservation Improvements, comprised of 20 acres of meadow preservation, as appropriated through the participatory budget process with ARPA funds.
5. Implement the approved Conservation Commission Concord Avenue Conservation Area Ecological Management Plan recommendations.
6. Implement the numerous conservation land management and stewardship prioritized projects, including Cotton Farm to Community Center connector Trail Planning, Design and Engineering (subject to FY2026 CPA request) and the Rangeway and Simonds Brook Trail realignment Design, Engineering, and Construction (subject to FY2026 CPA request) along with completing several outstanding Capital projects
7. Plan for and acquire open space parcels as prioritized by the Conservation Commission.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Conservation Director	1	1	1	1
Conservation Coordinator	1	1	1	1
Land Use Ranger	0.26	0.26	0.26	0.26
Conservation Regulatory Assistant*	—	—	—	—
Seasonal Land Management Interns	Seasonal	Seasonal	Seasonal	Seasonal
Total FTE	2.26	2.26	2.26	2.26
Total FT/PT	2FT/1PT + Seasonals	2FT/1PT + Seasonals	2FT/1PT + Seasonals	2FT/1PT + Seasonals

*In FY2025, a part-time seasonal non-benefited Conservation Regulatory Assistant position was created via a program improvement. This position will be funded by wetland protection fees passed through from the State.

7130 Conservation

Budget Recommendations:

The recommended FY2026 All Funds Conservation budget is \$295,186, an increase of \$2,607 or 0.89% from the FY2025 budget.

The recommended FY2026 General Fund Conservation budget is \$274,896, an increase of \$2,607 or 0.96% from the FY2025 budget.

This includes a \$2,607 or 1.08% increase in Compensation to reflect contractually obligated step increases and cost of living adjustments. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager's budget.

The recommended budget for Expenses is \$30,961, which is level-funded compared to FY2025.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Hydraulic Lift gate	\$ 5,940	\$ —	\$ 5,940	\$ —	\$ —	\$ —	\$ 5,940

7130 Conservation

Budget Summary:

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 219,931	\$ 238,418	\$ 269,289	\$ 266,896	\$ —	\$ 266,896	\$ (2,393)	(0.89)%
Directed Funding								
Departmental Fees	\$ 10,210	\$ 6,550	\$ 3,000	\$ 8,000	\$ —	\$ 8,000	\$ 5,000	166.67 %
Total 7130 Conservation	\$ 230,141	\$ 244,968	\$ 272,289	\$ 274,896	\$ —	\$ 274,896	\$ 2,607	0.96 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 216,451	\$ 221,392	\$ 241,328	\$ 243,935		\$ 243,935	\$ 2,607	1.08 %
Expenses	\$ 13,690	\$ 23,576	\$ 30,961	\$ 30,961	\$ —	\$ 30,961	\$ —	— %
Total 7130 Conservation	\$ 230,141	\$ 244,968	\$ 272,289	\$ 274,896	\$ —	\$ 274,896	\$ 2,607	0.96 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 213,565	\$ 221,157	\$ 238,128	\$ 240,735		\$ 240,735	\$ 2,607	1.09 %
Overtime	\$ 2,885	\$ 235	\$ 3,200	\$ 3,200	\$ —	\$ 3,200	\$ —	— %
<i>Personal Services</i>	<i>\$ 216,451</i>	<i>\$ 221,392</i>	<i>\$ 241,328</i>	<i>\$ 243,935</i>	<i>\$ —</i>	<i>\$ 243,935</i>	<i>\$ 2,607</i>	<i>1.08 %</i>
Contractual Services	\$ 8,893	\$ 16,163	\$ 22,100	\$ 22,100	\$ —	\$ 22,100	\$ —	— %
Utilities	\$ 1,889	\$ 1,423	\$ 3,061	\$ 3,061	\$ —	\$ 3,061	\$ —	— %
Supplies	\$ 2,788	\$ 5,989	\$ 5,800	\$ 5,800	\$ —	\$ 5,800	\$ —	— %
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$ 13,570</i>	<i>\$ 23,576</i>	<i>\$ 30,961</i>	<i>\$ 30,961</i>	<i>\$ —</i>	<i>\$ 30,961</i>	<i>\$ —</i>	<i>— %</i>
Total 7130 Conservation	\$ 230,021	\$ 244,968	\$ 272,289	\$ 274,896	\$ —	\$ 274,896	\$ 2,607	0.96 %

Budget Summary - Revolving Funds*

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Wetland Protection Fees	\$ —	\$ —	\$ 20,290	\$ 20,290	\$ —	\$ 20,290	\$ —	— %
Total 7130 Revolving Fund	\$ —	\$ —	\$ 20,290	\$ 20,290	\$ —	\$ 20,290	\$ —	— %

*This Revolving Fund is authorized by Massachusetts General Law (MGL) Chapter 131, Section 40 and does not require appropriation.

Appropriations Summary (Non-General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Wetland Protection	\$ —	\$ —	\$ 20,290	\$ 20,290	\$ —	\$ 20,290	\$ —	— %
<i>Personal Services</i>	<i>\$ —</i>	<i>\$ —</i>	<i>\$ 20,290</i>	<i>\$ 20,290</i>	<i>\$ —</i>	<i>\$ 20,290</i>	<i>\$ —</i>	<i>— %</i>
Total 7130 - Revolving Fund	\$ —	\$ —	\$ 20,290	\$ 20,290	\$ —	\$ 20,290	\$ —	— %

Budget Summary - All Funds

Appropriations Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 216,451	\$ 221,392	\$ 261,618	\$ 264,225	\$ —	\$ 264,225	\$ 2,607	1.00 %
Expenses	\$ 13,690	\$ 23,576	\$ 30,961	\$ 30,961	\$ —	\$ 30,961	\$ —	— %
Total 7300 - All Funds	\$ 230,141	\$ 244,968	\$ 292,579	\$ 295,186	\$ —	\$ 295,186	\$ 2,607	0.89 %

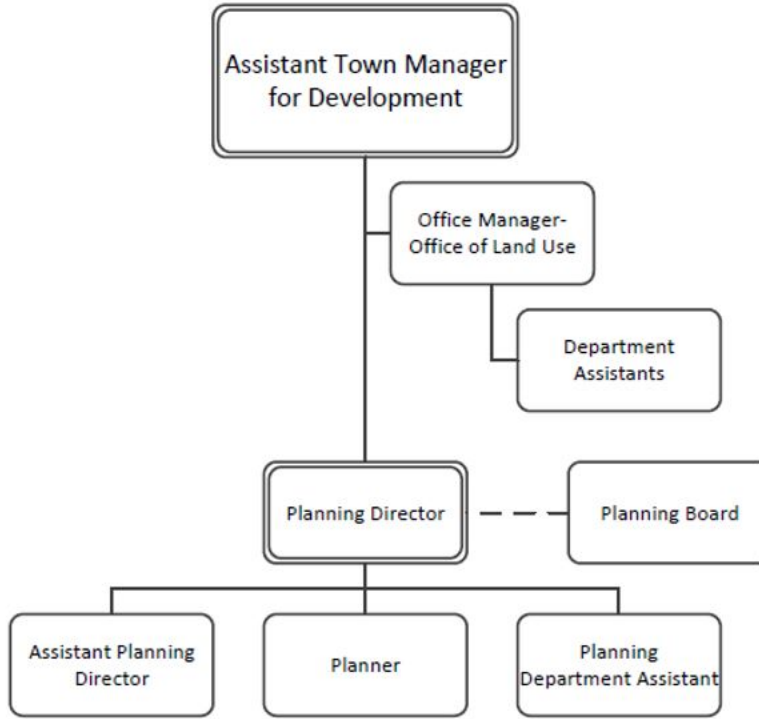
Mission: The Planning Office helps residents envision and work toward a community that serves the needs of all its citizens and to manage growth and change. The Planning Office provides staff assistance to the Planning Board, helps to administer the Zoning Bylaw, and reviews development permit applications for residential, industrial, and commercial projects.

Budget Overview: The Planning Office supports the Planning Board in the administration of the subdivision regulations, the adequacy determinations of unaccepted streets, the granting of certain special permits for development, site plan review applications, as well as proposing and making recommendations on all zoning amendments and planned development district proposals that go to Town Meeting. In addition, the staff engages in short- and long-term planning regarding growth and development issues in Lexington, actively participants in various committees dealing with transportation, affordable housing, economic development, as well as regional and statewide initiatives.

The planning staff participates on the Development Review Team, Transportation Safety Group, and provides assistance to the Housing Partnership Board, Parking Management Group, Transportation Forum, the HOME Consortium, and the Boston Metropolitan Planning Organization (MPO).

Division Initiatives:

1. Implement various recommendations in LexingtonNext, the Town's updated Comprehensive Plan, which will guide future land development and preservation activities over the next 5, 10-15 years, and beyond.
2. Evaluate Planning Board's Zoning Regulations to improve the site plan review application process.
3. Propose and adopt zoning amendments outlined in Lexington NEXT to promote various economic development and land use goals such as more affordable housing and maximizing commercial development.
4. Collaborate with members of the Land Use, Housing, and Development (LUHD) Department and other staff members to plan and execute short- and long-term planning initiatives.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Planning Director	1	1	1	1
Assistant Planning Director	1	1	1	1
Planner	1	1	1	1
Administrative Assistant	1	1	1	1
Total FTE	4	4	4	4
Total FT/PT	4 FT	4 FT	4 FT	4 FT

Budget Recommendations:

The FY2026 recommended General Fund Planning Office budget is \$459,127, which is an increase of \$161 or 0.04% from the FY2025 budget.

The General Fund operating budget for Compensation is \$359,787 and reflects a \$(22,229) or (5.82)% decrease from the FY2025 budget, due to contractually obligated step increases, offset by staff turnover. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The recommended budget for Expenses is \$99,340 which reflects a 29.10% increase from FY2025. The increase is in the Contract Services and Professional Service expenses to engage professional assistance from outside consultants for housing developments. The new housing developments have placed a greater demand on the Regional Housing Services Office (RHSO) for creating more affordable housing and assistance with the Planning Board application process for new housing and mixed-use development applications. The RHSO reviews the proposed locations of any affordable units within a development, reviews the regulatory agreements and fair housing marketing plan, serves as the monitoring agent for affordable units, and submits units to the town's subsidized housing inventory (SHI).

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Planner	\$ 72,000	\$ 21,277	\$ 93,277	\$ —	\$ —	\$ —	\$ 93,277

7200 Planning

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 402,829	\$ 359,561	\$ 408,966	\$ 419,127	\$ —	\$ 419,127	\$ 10,161	2.48 %
Directed Funding								
Fees	\$ 26,331	\$ 53,303	\$ 50,000	\$ 40,000	\$ —	\$ 40,000	\$ (10,000)	(20.00)%
Total 7200 Planning	\$ 429,159	\$ 412,865	\$ 458,966	\$ 459,127	\$ —	\$ 459,127	\$ 161	0.04 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 363,863	\$ 362,787	\$ 382,016	\$ 359,787	\$ —	\$ 359,787	\$ (22,229)	(5.82)%
Expenses	\$ 65,296	\$ 50,078	\$ 76,950	\$ 99,340	\$ —	\$ 99,340	\$ 22,390	29.10 %
Total 7200 Planning	\$ 429,159	\$ 412,865	\$ 458,966	\$ 459,127	\$ —	\$ 459,127	\$ 161	0.04 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 358,094	\$ 359,396	\$ 373,914	\$ 351,685	\$ —	\$ 351,685	\$ (22,229)	(5.94)%
Overtime	\$ 5,770	\$ 3,392	\$ 8,102	\$ 8,102	\$ —	\$ 8,102	\$ —	— %
<i>Personal Services</i>	<i>\$ 363,863</i>	<i>\$ 362,787</i>	<i>\$ 382,016</i>	<i>\$ 359,787</i>	<i>\$ —</i>	<i>\$ 359,787</i>	<i>\$ (22,229)</i>	<i>(5.82)%</i>
Contractual Services	\$ 62,648	\$ 48,632	\$ 73,650	\$ 96,350	\$ —	\$ 96,350	\$ 22,700	30.82 %
Utilities	\$ 420	\$ 420	\$ 420	\$ 420	\$ —	\$ 420	\$ —	— %
Supplies	\$ 2,218	\$ 1,026	\$ 2,880	\$ 2,570	\$ —	\$ 2,570	\$ (310)	(10.76)%
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$ 65,286</i>	<i>\$ 50,078</i>	<i>\$ 76,950</i>	<i>\$ 99,340</i>	<i>\$ —</i>	<i>\$ 99,340</i>	<i>\$ 22,390</i>	<i>29.10 %</i>
Total 7200 Planning	\$ 429,149	\$ 412,865	\$ 458,966	\$ 459,127	\$ —	\$ 459,127	\$ 161	0.04 %

7300 Economic Development

Mission: The Economic Development Office works to encourage new investment and support for our local businesses - big and small. A strong local business environment is a critical component of a healthy and sustainable community, creating places to eat and shop, as well as opportunities for employment and added revenue to support local services. To that end, the Economic Development Office serves as a liaison for businesses and works to address business-related issues from parking to updating land use policy. The Office also works to retain and expand local businesses by providing information, conducting research, and leveraging State economic development resources. The Economic Development Office also cultivates and maintains relationships with State-level partners for business development, tourism, and infrastructure investment opportunities. The Economic Development Office works to leverage economic opportunities from tourism through the operations of the Visitors Center, the Liberty Ride Trolley Tour, and the Battle Green Guides program. Sharing our role in American history attracts many thousands of visitors to Lexington each year. These visitors help to support our local businesses which contributes to our community's overall economic sustainability.

Budget Overview: The Economic Development Office is tasked with strengthening the commercial tax base, providing services to existing and prospective businesses, and overseeing tourism functions and staff. The Economic Development Office works on initiatives with input from the Economic Development Advisory Committee, the Lexington Center Committee, and the Tourism Committee.

In prior years, the Economic Development budget was divided into three elements: the Economic Development Office, the Liberty Ride Trolley Tour Program, and the Visitors Center Operations. Starting in FY2024, the recommended budget combined the Liberty Ride Revolving Fund and the Visitor Center Revolving Fund into one Tourism Revolving Fund.

The Liberty Ride is a trolley tour of Lexington and Concord which also serves as the only transportation link to the area's historic sites. The Visitors Center, located next to the Lexington Battle Green serves as gateway for over 120,000 people who come to visit Lexington every year and generates revenue from gift shop retail sales to offset operating costs. The Town recently completed construction of a new Visitors Center which opened to the public in spring 2020.

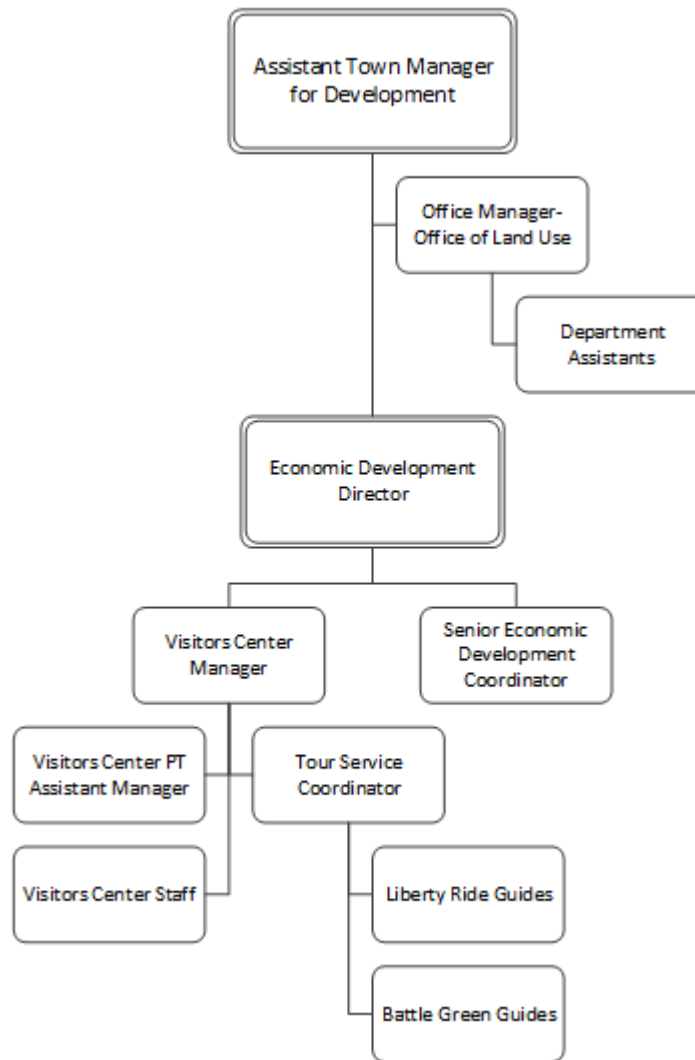
Division Initiatives:

1. Seek partnerships with Boston hotels and Educational Institutes to attract more visitors to come to Lexington through charter buses
2. Continue to implement findings of the East Lexington Rapid Recovery Report, Center Charette, and Lexington Next.
3. Work on filling prominent vacancies in Lexington Center, Hartwell Ave, and East Lexington
4. Seek and utilize grant funding to support town-wide efforts

7300 Economic Development

Tourism/Visitor Activities

1. Expand programs & retail operations in the Visitors Center.
2. Develop additional materials for non-English speaking visitors and implement the Freedoms Way Grant.
3. Identify other funding opportunities to augment revenue for the tourism revolving funds.
4. Increase the use of social media and target online advertising to increase visits to Lexington.



7300 Economic Development

Authorized/Appropriated Staffing

Element: 7310 Econ. Dev. Office	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Economic Development Director	1	1	1	1
Senior Economic Development Coordinator	1	1	1	1
Economic Development Intern	Seasonal	Seasonal	Seasonal	Seasonal
Subtotal FTE	2	2	2	2

Element: 7330 Tourism Revolving Fund	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Visitor Center Manager	1	1	1	1
Visitor Center Assistant Manager	0.56	0.56	0.56	0.56
Visitor Center Staff	4.75	4.75	4.75	4.75
Tour Service Coordinator*	—	1	1	1
Battle Green Guides	Seasonal	Seasonal	Seasonal	Seasonal
Liberty Ride Guides	Seasonal	Seasonal	Seasonal	Seasonal
Subtotal FTE	6.31	7.31	7.31	7.31
Total FTE	8.31	9.31	9.31	9.31

Total FT/PT	3FT/7PT + Seasonal	4FT/7PT + Seasonal	4FT/7PT + Seasonal	4FT/7PT + Seasonal
--------------------	-------------------------------	-------------------------------	-------------------------------	-------------------------------

Note: Visitor Center staffing is included above as this function was transferred from Chamber of Commerce in FY2015. There are 7 Visitor Center staff (1 works full-time and 6 work part-time) and 30 seasonal workers from April to October.

*In FY2024, the part-time Tour Service Coordinator was upgraded to a full-time position within the Tourism Revolving Fund via a program improvement.

7300 Economic Development

Budget Recommendations:

The FY2026 recommended All Funds Economic Development budget, inclusive of the General Fund operating budget and the Tourism Revolving Fund, is \$1,044,559, which is a \$62,727 or 6.39% increase from the FY2025 budget.

The FY2026 recommended General Fund Economic Development operating budget is \$483,368, which is a \$15,289 or 3.27% increase from the FY2025 General Fund budget. The recommended General Fund operating budget for Compensation is \$288,018, and reflects a \$1,239 or 0.43% increase, which captures contractually obligated step increases. Compensation does not include any estimate of prospective cost of living increases. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The recommended General Fund operating budget for Expenses is \$195,350, an increase of \$14,050 or 7.75%, primarily due to increases in professional services expenses to assess how the Town of Lexington's tourism operations can operate most efficiently. Contractual costs include expenses associated with the REV Shuttle, a business-serving shuttle that runs between the Hartwell Avenue corridor and the Alewife Red Line Station, funded via a transfer from the Transportation Demand Management (TDM) Stabilization Fund.

The Tourism Revolving Fund combines the operations of Lexington Visitors Center and the Liberty Ride trolley service, both of which previously operated as independent Revolving Funds. The Tourism Revolving Fund will generate revenue from the sale of gift shop merchandise, the sale of ticketed walking tours on the Lexington Battle Green, and the sale of tickets and charters for the Liberty Ride trolley tour.

The Revolving Fund budget is \$561,191, an increase of \$47,438 or 9.23% compared to the FY2025 budget, which includes both the Liberty Ride and Visitor Center operations. This increase is reflective of a return to full operations post-pandemic, as well as seasonal staffing to support an expected increase in tourism due to the Semiquincentennial celebration of the Battle of Lexington in 2025 and the signing of the Declaration of Independence in 2026.

Program Improvement Requests:

Tourism Revolving Fund

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Full-time Assistant Visitors Center Manager	\$ 21,924	\$ 20,551	\$ 42,475	\$ —	\$ —	\$ —	\$ 42,475

7300 Economic Development

Budget Summary - General Fund

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 330,067	\$ 402,612	\$ 422,079	\$ 437,368	\$ —	\$ 437,368	\$ 15,289	3.62 %
TDM Stabilization Fund	\$ 46,000	\$ 46,000	\$ 46,000	\$ 46,000	\$ —	\$ 46,000	\$ —	— %
Total 7300 - General Fund	\$ 376,067	\$ 448,612	\$ 468,079	\$ 483,368	\$ —	\$ 483,368	\$ 15,289	3.27 %

Appropriation Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 227,368	\$ 271,938	\$ 286,779	\$ 288,018	\$ —	\$ 288,018	\$ 1,239	0.43 %
Expenses	\$ 148,699	\$ 176,674	\$ 181,300	\$ 195,350	\$ —	\$ 195,350	\$ 14,050	7.75 %
Total 7300 - General Fund	\$ 376,067	\$ 448,612	\$ 468,079	\$ 483,368	\$ —	\$ 483,368	\$ 15,289	3.27 %

Program Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
7310 Economic Development Office	\$ 376,067	\$ 448,612	\$ 468,079	\$ 483,368	\$ —	\$ 483,368	\$ 15,289	3.27 %
Total 7300 - General Fund	\$ 376,067	\$ 448,612	\$ 468,079	\$ 483,368	\$ —	\$ 483,368	\$ 15,289	3.27 %

Object Code Summary (General Fund)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 226,838	\$ 271,938	\$ 283,742	\$ 284,981	\$ —	\$ 284,981	\$ 1,239	0.44 %
Overtime	\$ 529	\$ —	\$ 3,037	\$ 3,037	\$ —	\$ 3,037	\$ —	— %
<i>Personal Services</i>	<i>\$ 227,368</i>	<i>\$ 271,938</i>	<i>\$ 286,779</i>	<i>\$ 288,018</i>	<i>\$ —</i>	<i>\$ 288,018</i>	<i>\$ 1,239</i>	<i>0.43 %</i>
Contractual Services	\$ 129,672	\$ 138,702	\$ 155,800	\$ 169,800	\$ —	\$ 169,800	\$ 14,000	8.99 %
Utilities	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Supplies	\$ 19,027	\$ 37,389	\$ 23,500	\$ 23,550	\$ —	\$ 23,550	\$ 50	0.21 %
Small Capital	\$ —	\$ 582	\$ 2,000	\$ 2,000	\$ —	\$ 2,000	\$ —	— %
<i>Expenses</i>	<i>\$ 148,699</i>	<i>\$ 176,674</i>	<i>\$ 181,300</i>	<i>\$ 195,350</i>	<i>\$ —</i>	<i>\$ 195,350</i>	<i>\$ 14,050</i>	<i>7.75 %</i>
Total 7300 - General Fund	\$ 376,067	\$ 448,612	\$ 468,079	\$ 483,368	\$ —	\$ 483,368	\$ 15,289	3.27 %

Budget Summary - Revolving Funds*

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Liberty Ride Rev. Fund	\$ 113,736	\$ 148,442	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Visitors Center Rev. Fund	\$ 275,990	\$ 425,503	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Tourism Revolving Fund	\$ —	\$ —	\$ 513,753	\$ 561,191	\$ —	\$ 561,191	\$ 47,438	9.23 %
Total 7300 - Revolving Funds	\$ 389,726	\$ 573,945	\$ 513,753	\$ 561,191	\$ —	\$ 561,191	\$ 47,438	9.23 %

*Revolving Funds are authorized by Town Meeting via Article 9, and are not appropriated under Article 4.

Appropriation Summary (Revolving Funds)	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
7320 Liberty Ride Rev. Fund	\$ 99,230	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Compensation	\$ 25,320	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Expenses	\$ 73,910	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
7340 Visitors Center Rev. Fund	\$ 162,962	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Compensation	\$ 72,568	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Expenses	\$ 90,394	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
7350 Tourism Rev. Fund*	\$ —	\$ 340,230	\$ 513,753	\$ 561,191	\$ —	\$ 561,191	\$ 47,438	9.23 %
Compensation	\$ —	\$ 146,907	\$ 188,753	\$ 220,439	\$ —	\$ 220,439	\$ 31,686	16.79 %
Expenses	\$ —	\$ 193,323	\$ 325,000	\$ 325,000	\$ —	\$ 325,000	\$ —	— %
Benefits	\$ —	\$ —	\$ —	\$ 15,752	\$ —	\$ 15,752	\$ 15,752	— %
Total 7300 - Revolving Funds	\$ 262,192	\$ 340,230	\$ 513,753	\$ 561,191	\$ —	\$ 561,191	\$ 47,438	9.23 %

7300 Economic Development

Budget Summary - All Funds

Appropriations Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 325,255	\$ 418,845	\$ 475,532	\$ 508,457	\$ —	\$ 508,457	\$ 32,925	6.92 %
Expenses	\$ 313,003	\$ 369,997	\$ 506,300	\$ 520,350	\$ —	\$ 520,350	\$ 14,050	2.78 %
Total 7300 - All Funds	\$ 638,259	\$ 788,842	\$ 981,832	\$1,044,559	\$ —	\$ 1,044,559	\$ 62,727	6.39 %

This Page Intentionally Left Blank.



This Page Intentionally Left Blank.



Section X: Program 8000: General Government

This section includes detailed information about the FY2026 Operating Budget & Financing Plan for General Government. It includes:

- 8100 Select Board X-1
- 8200 Town Manager X-6
- 8300 Town Committees X-11
- 8400 Finance X-13
- 8500 Town Clerk X-18
- 8600 Innovation & Technology X-22

Mission: The Select Board, together with the Town Manager, represents the executive branch of the Town government. The Board consists of five members, elected for three-year terms. Select Board members serve without compensation. The Board acts as the Town's primary policy-making body for a wide variety of issues affecting service delivery, finance and Town infrastructure. They provide oversight in matters of litigation, act as the licensing authority, enact rules and regulations regarding traffic control and are responsible for calling Town Meetings and approving the Town Meeting Warrant.

Budget Overview: This budget includes funding for the Select Board's Office, Town Counsel, the Annual Town Report, and the Public, Education, Governmental (PEG) programming budget.

Day-to-day operation of the Select Board's Office is under the direction of the Office Manager/Executive Clerk and the Department Assistant who assist the Select Board members and coordinate activities with the Town Manager's Office. The staff prepare the Annual and Special Town Meeting Warrants and assist the Select Board members in responding to questions and inquiries from the public. They also receive all contributions to Select Board gift accounts, the Fund for Lexington, the PTA Council Scholarship, the Lexington Education Fund and all other Trustees of Public Trusts funds.

Staff manage the licensing and permitting process for the Board (the licensing authority). These licenses include alcoholic beverage, auctioneer, cable television, common victualler, entertainment, flammable storage, innkeeper, lodging house, theater, Class I, II and III for the sale of used cars, vehicles for hire such as common carrier, limousine and taxi cab and automatic amusement machines.

Staff maintain approximately 320 Select Board appointments to more than 50 committees. In addition, the Select Board's Office notifies Lexington residents of all national, state and local elections.

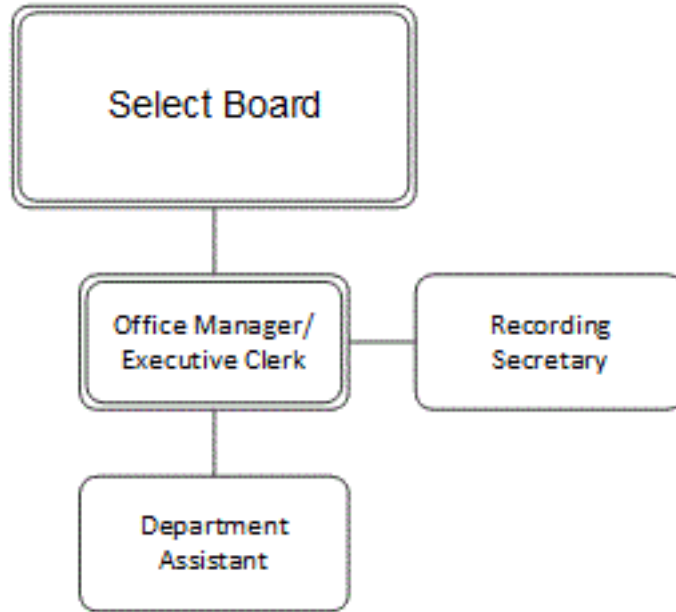
Town Counsel represents the Town, through the Select Board and Town Manager, on all legal matters including litigation, contracts, drafting of Town bylaws and enforcement of bylaws through the Court system.

The Town Report is the official proceeding and activities of Town Government. It is required to be prepared annually under State law.

The PEG budget funds activities related to the Town's cable television programming. Under Massachusetts law, municipalities may receive up to 5% of the basic cable bill for PEG programming activities. These funds are largely used, under the guidance of the Communications Advisory Committee, to fund the LexMedia contract.

Departmental Initiatives:

1. Enhance resident engagement with committees and improve communication effectiveness.
2. Continue to improve methods of communication between the Select Board and residents.
3. Transition public meeting agenda management to a new platform with the upcoming obsolescence of NovusAGENDA.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Office Manager/Executive Clerk	1	1	1	1
Department Assistant	1	1	1	1
Recording Secretary	0.25	0.25	0.25	0.25
Total FTE	2.25	2.25	2.25	2.25
Total FT/PT	2 FT/1 PT	2 FT/1 PT	2 FT/1 PT	2 FT/1 PT

Budget Recommendations:

The FY2026 recommended General Fund operating budget for the Select Board is \$1,439,529, which is a \$50,895 or 3.67% increase from the FY2025 General Fund budget.

The Compensation budget is \$155,071, an decrease of \$(1,638) or (1.05)%, which reflects contractually obligated step increases. Compensation does not include any estimate of prospective cost of living increases. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager's budget.

The overall Select Board Expense budget is \$1,284,458, an increase of \$52,533 or 4.26%. The increase is primarily due to expenses for LexMedia, the Town's public access television provider. Expenses also reflect an increase of \$3,000 in the contracted expense for the Town's annual financial audit.

The recommended FY2026 budget for legal expenses is unchanged from FY2025 at \$375,000. The recommended FY2026 budget for the annual Town Report is unchanged from FY2025 at \$13,688.

The FY2026 recommended budget for the Town's annual contract with LexMedia for broadcasting public meetings and events is \$764,757, which is a \$49,533 or 6.93% increase from FY2025. This reflects contractual commitments to LexMedia, and an increase in the Town's lease agreement for Kline Hall, the location from which LexMedia operates. This lease agreement escalates annually with the Consumer Price Index (CPI).

Beginning in FY2024, the Town is funding LexMedia partly from the tax levy in addition to the PEG Access Special Revenue Fund. PEG Access revenues are primarily from cable fees which have been on the decline as consumers discontinue cable subscriptions in favor of streaming platforms. Cable fees will not fully cover expenses needed to support local access cable TV going forward, and the amount of General Fund support is expected to increase in the coming years. This does not add expense to the Town's overall budget; instead the revenue contribution from the PEG Access Special Revenue fund is \$200,000 less than the PEG Access expense budget.

Program Improvement Requests:

None requested.

8100 Select Board

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 537,084	\$ 702,284	\$ 689,018	\$ 796,518	\$ —	\$ 796,518	\$ 107,500	15.60 %
Transfers from Enterprise Funds to General Fund (Indirects)	\$ 664	\$ 1,171	\$ 1,218	\$ 1,254	\$ —	\$ 1,254	\$ 36	2.96 %
PEG Access Special Revenue Fund	\$ 610,789	\$ 559,370	\$ 617,898	\$ 564,757	\$ —	\$ 564,757	\$ (53,141)	(8.60)%
Fees								
Licenses & Permits	\$ 78,690	\$ 78,385	\$ 80,500	\$ 77,000		\$ 77,000	\$ (3,500)	(4.35)%
Total 8100 (General Fund)	\$1,227,227	\$1,341,210	\$ 1,388,634	\$1,439,529	\$ —	\$ 1,439,529	\$ 50,895	3.67 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 144,276	\$ 150,237	\$ 156,709	\$ 155,071	\$ —	\$ 155,071	\$ (1,638)	(1.05)%
Expenses	\$1,082,951	\$1,190,973	\$ 1,231,925	\$1,284,458	\$ —	\$ 1,284,458	\$ 52,533	4.26 %
Total 8100 (General Fund)	\$1,227,227	\$1,341,210	\$ 1,388,634	\$1,439,529	\$ —	\$ 1,439,529	\$ 50,895	3.67 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 8110 Select Board's Office	\$ 226,952	\$ 228,687	\$ 284,722	\$ 286,084	\$ —	\$ 286,084	\$ 1,362	0.48 %
Total 8120 Legal	\$ 331,829	\$ 473,669	\$ 375,000	\$ 375,000	\$ —	\$ 375,000	\$ —	— %
Total 8130 Town Report	\$ 12,766	\$ 12,562	\$ 13,688	\$ 13,688	\$ —	\$ 13,688	\$ —	— %
Total 8140 PEG Access	\$ 655,680	\$ 626,292	\$ 715,224	\$ 764,757	\$ —	\$ 764,757	\$ 49,533	6.93 %
Total 8100 (General Fund)	\$1,227,227	\$1,341,210	\$ 1,388,634	\$1,439,529	\$ —	\$ 1,439,529	\$ 50,895	3.67 %

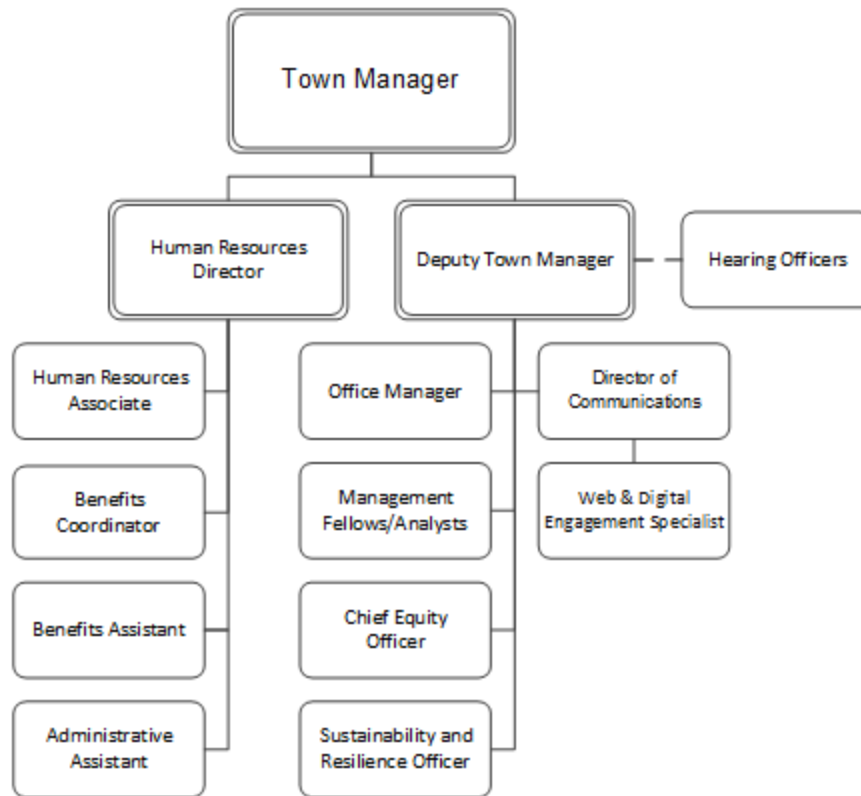
Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 144,276	\$ 150,237	\$ 156,709	\$ 155,071	\$ —	\$ 155,071	\$ (1,638)	(1.05)%
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Personal Services</i>	<i>\$ 144,276</i>	<i>\$ 150,237</i>	<i>\$ 156,709</i>	<i>\$ 155,071</i>	<i>\$ —</i>	<i>\$ 155,071</i>	<i>\$ (1,638)</i>	<i>(1.05)%</i>
Contractual Services	\$1,065,074	\$1,173,912	\$ 1,211,412	\$1,264,195	\$ —	\$ 1,264,195	\$ 52,783	4.36 %
Utilities	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Supplies	\$ 17,877	\$ 17,061	\$ 20,513	\$ 20,263	\$ —	\$ 20,263	\$ (250)	(1.22)%
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$1,082,951</i>	<i>\$1,190,973</i>	<i>\$ 1,231,925</i>	<i>\$1,284,458</i>	<i>\$ —</i>	<i>\$ 1,284,458</i>	<i>\$ 52,533</i>	<i>4.26 %</i>
Total 8100 (General Fund)	\$1,227,227	\$1,341,210	\$ 1,388,634	\$1,439,529	\$ —	\$ 1,439,529	\$ 50,895	3.67 %

Mission: The Select Board appoints the Town Manager who oversees the daily operations of all general government departments, implements the policies of the Select Board, proposes an annual operating and capital budget, and enforces Town bylaws and regulations. The Town Manager's authority and responsibilities are established in the Select Board-Town Manager Act of 1968. The Town Manager's Office is also responsible for Human Resources and benefit administration, as well as risk management.

Budget Overview: The Town Manager's Office budget is comprised of the following elements: Organizational Direction and Administration, Human Resources, Sustainability, Public Outreach and Communication, and Diversity, Equity and Inclusion. Organizational Direction and Administration includes day-to-day oversight for all Town departments, townwide staff training and professional development, and special projects. This function also implements all decisions of the Select Board and provides staff support to various Town committees. The Sustainability and Resilience Officer, Director of Communications, and Chief Equity Officer positions are in the Town Manager's Office to support and further the goals and priorities of the Town. In addition, the Town Manager's Office, through the Human Resources function, is responsible for personnel administration, benefits administration, collective bargaining negotiations, workers compensation and unemployment benefits.

Departmental Initiatives:

1. Continue to support the Racial Diversity, Inclusion, and Equity Transformation plan and other social equity initiatives in coordination with the Select Board.
2. Work to support the organization's high-performance culture by providing directed team building to the Middle and Senior Management Team.
3. Develop new revenue sources to support the budget, particularly the capital budget, by developing long-term debt management strategies to mitigate the impact of large project debt service.
4. Continue the initiative to develop organizational sustainability by passing on institutional knowledge, engaging mid-level managers in organization decision-making and selecting and training qualified individuals.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Town Manager	1	1	1	1
Deputy Town Manager	1	1	1	1
Director of Communications*	1	1	1	1
Sustainability and Resilience Officer	1	1	1	1
Chief Equity Officer	1	1	1	1
Office Manager/Special Events Coordinator	1	1	1	1
Management Fellow/Analyst I	1	1	1	1
Management Analyst II**	1	1	1	1
Web & Digital Engagement Specialist***	—	1	1	1
Hearing Officers****	0.12	0.12	0.12	0.12
Human Resources Director	1	1	1	1
Human Resources Associate	1	1	1	1
Benefits Coordinator	1	1	1	1
Benefits Assistant*****	—	1	1	1
Administrative Assistant*****	0.54	1	1	1
Total FTE	11.66	14.12	14.12	14.12

Total FT/PT 11FT / 3PT 14FT / 2PT 14FT / 2PT 14FT / 2PT

* In FY2024, title change from Director of Communications/Special Projects Coordinator to Director of Communications.

** A second Management Analyst role was added via 2021 Fall STM, in part to help manage the American Recovery Plan Act (ARPA) projects. A portion of that salary was funded from ARPA. In FY2026, this position is vacant and will not be funded to allow for funding more critical or mandated changes. Funding for this position may resume in FY2027 if funding is available.

***A Webmaster was reassigned from IT to the Town Manager's Office via a Budget Adjustment at 2022 Fall STM. In FY2024, title change to Web & Digital Engagement Specialist.

****Two hearing officers hear appeals for parking fines; one municipal hearing officer hears appeals for fines issued by the Fire Department (regional position, shared with Winchester and Woburn).

*****In FY2024, the Benefits Assistant position was created via a program improvement.

*****In FY2024, the part-time Administrative Assistant position permanently transitioned to a full-time position supported by the General Fund via a program improvement. In FY2023, the position was supported as full-time through ARPA funding.

Budget Recommendations:

The FY2026 recommended budget inclusive of the Town Manager’s Office and Human Resources is \$1,609,722, which is a \$(55,118) decrease from the revised FY2025 budget.

The recommended FY2026 budget for Compensation is \$1,214,912, and reflects a \$85,034 or 7.53% increase compared to FY2025. The increase in compensation is due to annual step increases, the new town manager contract, and the inclusion of the unfilled Management Analyst position back into the budget. The Management Analyst position is currently vacant and management intends to leave this position open in FY2026 to allow for funding other critical or mandated changes in the municipal budget. Filling the Management Analyst position may resume in FY2027 if funding is available. Compensation does not include any estimate of prospective cost of living increases. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The recommended FY2026 budget for Expenses is \$394,810, which reflects a decrease of \$(140,152) or (26.20)% from FY2025, primarily due to a one-time PIR in FY2025 to conduct an assessment of General Liability Insurance and funding approved at Special Town Meeting in FY2025 for a police and fire staffing study.

The department's budget includes a Salary Adjustment Account, which reflects anticipated FY2026 collective bargaining settlements, other wage increases, and compensated leave payments due certain employees at retirement. Once contractual settlements are reached, funds are transferred from this account to the appropriate departmental budget upon a vote of the Select Board.

Beginning in FY2025 the Town Manager's Salary Reserve Account has set-aside funding to cover a new Town Policy for Paid Parental Leave that went into effect as of July 1, 2024. This policy was implemented through contract negotiations and was therefore included in the initial budget request by the Town Manager.

Professional Services will continue to fund HR consultations, investigations, and assessment centers for the Police and Fire Departments, as well the cost of scanning and converting paper files into the Tyler Content Manager module.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Solar Assessment*	\$ 24,000	\$ —	\$ 24,000	\$ 24,000	\$ —	\$ 24,000	\$ —
Sustainability Coordinator	\$ 70,000	\$ 21,248	\$ 91,248	\$ —	\$ —	\$ —	\$ 91,248

*Recommended to be funded as a one-time expense by Free Cash.

8200 Town Manager

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 782,094	\$ 771,570	\$ 1,274,844	\$ 1,251,370	\$ (47,613)	\$ 1,203,757	\$ (71,087)	(5.58)%
Enterprise Funds (Indirect)	\$ 36,728	\$ 52,816	\$ 51,813	\$ 53,341	\$ —	\$ 53,341	\$ 1,528	2.95 %
Available Funds								
Rentals*	\$ 319,837	\$ 479,390	\$ 338,184	\$ 352,623	\$ —	\$ 352,623	\$ 14,439	4.27 %
Total 8200 Town Manager	\$ 1,138,659	\$ 1,303,776	\$ 1,664,840	\$ 1,657,335	\$ (47,613)	\$ 1,609,722	\$ (55,118)	(3.31)%

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 968,492	\$ 1,038,807	\$ 1,129,878	\$ 1,262,525	\$ (47,613)	\$ 1,214,912	\$ 85,034	7.53 %
Expenses	\$ 170,167	\$ 264,969	\$ 534,962	\$ 394,810	\$ —	\$ 394,810	\$ (140,152)	(26.20)%
Total 8200 Town Manager	\$ 1,138,659	\$ 1,303,776	\$ 1,664,840	\$ 1,657,335	\$ (47,613)	\$ 1,609,722	\$ (55,118)	(3.31)%

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 8210 Organizational Dir. & Admin.	\$ 908,113	\$ 926,208	\$ 1,274,726	\$ 1,267,457	\$ (47,613)	\$ 1,219,844	\$ (54,882)	(4.31)%
Total 8220 Human Resources	\$ 230,546	\$ 377,568	\$ 390,114	\$ 389,878	\$ —	\$ 389,878	\$ (236)	(0.06)%
Total 8200 Town Manager	\$ 1,138,659	\$ 1,303,776	\$ 1,664,840	\$ 1,657,335	\$ (47,613)	\$ 1,609,722	\$ (55,118)	(3.31)%

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 968,492	\$ 1,038,807	\$ 1,129,878	\$ 1,262,525	\$ (47,613)	\$ 1,214,912	\$ 85,034	7.53 %
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Personal Services</i>	<i>\$ 968,492</i>	<i>\$ 1,038,807</i>	<i>\$ 1,129,878</i>	<i>\$ 1,262,525</i>	<i>\$ (47,613)</i>	<i>\$ 1,214,912</i>	<i>\$ 85,034</i>	<i>7.53 %</i>
Contractual Services	\$ 134,083	\$ 231,826	\$ 493,878	\$ 351,725	\$ —	\$ 351,725	\$ (142,153)	(28.78)%
Utilities	\$ 2,195	\$ 1,308	\$ 2,195	\$ 3,100	\$ —	\$ 3,100	\$ 905	41.23 %
Supplies	\$ 31,540	\$ 28,967	\$ 34,889	\$ 35,485	\$ —	\$ 35,485	\$ 596	1.71 %
Small Capital	\$ 2,349	\$ 2,868	\$ 4,000	\$ 4,500	\$ —	\$ 4,500	\$ 500	12.50 %
<i>Expenses</i>	<i>\$ 170,167</i>	<i>\$ 264,969</i>	<i>\$ 534,962</i>	<i>\$ 394,810</i>	<i>\$ —</i>	<i>\$ 394,810</i>	<i>\$ (140,152)</i>	<i>(26.20)%</i>
Total 8200 Town Manager	\$ 1,138,659	\$ 1,303,776	\$ 1,664,840	\$ 1,657,335	\$ (47,613)	\$ 1,609,722	\$ (55,118)	(3.31)%

*Rentals are comprised of rental receipts from the Waldorf School, LexFarm, outdoor seating sidewalk rentals, cell tower lease revenue and the sublease of Kline Hall to LexMedia.

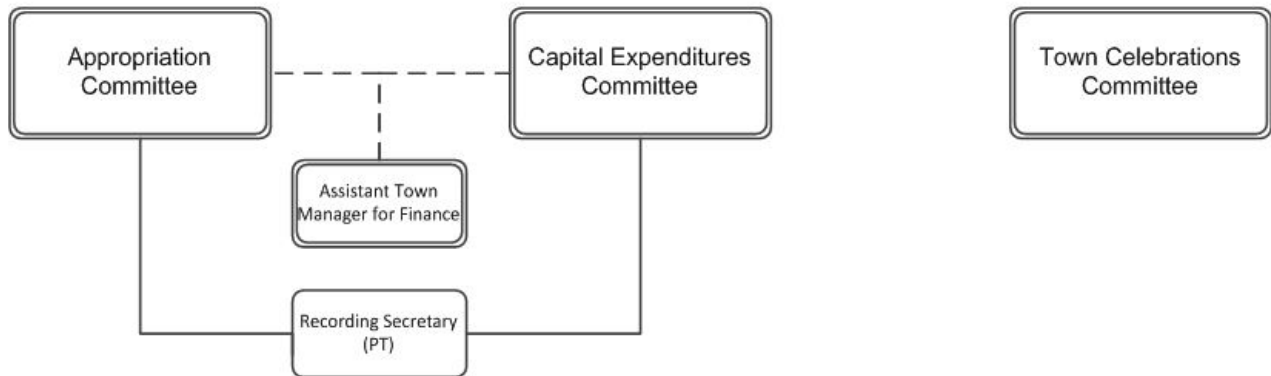
Budget Summary - Salary Adjustment (8230)

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 826,422	\$ 725,300	\$ 294,179	\$ —	\$ —	\$ —	\$ (294,179)	(100.00)%
Total 8230 Salary Adjustment	\$ 826,422	\$ 725,300	\$ 294,179	\$ —	\$ —	\$ —	\$ (294,179)	(100.00)%

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Revised	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 8230 Salary Adjustment	\$ 826,422	\$ 725,300	\$ 294,179	\$ —	\$ —	\$ —	\$ (294,179)	(100.00)%
Total 8230 Salary Adjustment	\$ 826,422	\$ 725,300	\$ 294,179	\$ —	\$ —	\$ —	\$ (294,179)	(100.00)%

Mission: Town Committees includes the Appropriation Committee, Capital Expenditures Committee, Public Celebrations Committee and various boards and committees appointed by the Select Board, Moderator and the Town Manager.

Budget Overview: The Town Committees budget provides funding for a variety of statutory and advisory committees that are an integral part of the operation of local government in Lexington. The financial committees - the Appropriation Committee and the Capital Expenditures Committee - provide detailed financial review and analysis to Town Meeting. The Town Celebrations Committee, appointed by the Select Board, plans the Town's annual celebrations, including the Martin Luther King Jr. Day celebration, and parades on Veterans Day, Patriots Day, and Memorial Day.



Authorized/Appropriated Staffing

Limited staff support is provided through the Town Manager's Office and Finance Department, and a part-time Recording Secretary takes meeting minutes.

8300 Town Committees

Budget Recommendations:

The FY2026 recommended Town Committees budget is \$73,120, which is an increase of \$210 or 0.29% from FY2025.

Compensation will increase by \$144 or 2.01%, which reflects a cost of living adjustment. Expenses are funded at \$65,800, which is an increase of \$66 or 0.10%.

Program Improvement Requests:

None requested.

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 57,446	\$ 51,785	\$ 72,910	\$ 73,120	\$ —	\$ 73,120	\$ 210	0.29 %
Total 8300 Town Committees	\$ 57,446	\$ 51,785	\$ 72,910	\$ 73,120	\$ —	\$ 73,120	\$ 210	0.29 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 99	\$ —	\$ 7,176	\$ 7,320	\$ —	\$ 7,320	\$ 144	2.01 %
Expenses	\$ 57,346	\$ 51,785	\$ 65,734	\$ 65,800	\$ —	\$ 65,800	\$ 66	0.10 %
Total 8300 Town Committees	\$ 57,446	\$ 51,785	\$ 72,910	\$ 73,120	\$ —	\$ 73,120	\$ 210	0.29 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 8310 Financial Committees	\$ 451	\$ 363	\$ 8,676	\$ 8,820	\$ —	\$ 8,820	144	1.66 %
Total 8320 Misc. Boards & Committees	\$ 5,996	\$ 5,999	\$ 10,500	\$ 10,500	\$ —	\$ 10,500	\$ —	— %
Total 8330 Town Celebrations	\$ 50,998	\$ 45,423	\$ 53,734	\$ 53,800	\$ —	\$ 53,800	\$ 66	0.12 %
Total 8300 Town Committees	\$ 57,446	\$ 51,785	\$ 72,910	\$ 73,120	\$ —	\$ 73,120	\$ 210	0.29 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 99	\$ —	\$ 7,176	\$ 7,320	\$ —	\$ 7,320	\$ 144	2.01 %
Overtime	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Compensation</i>	<i>\$ 99</i>	<i>\$ —</i>	<i>\$ 7,176</i>	<i>\$ 7,320</i>	<i>\$ —</i>	<i>\$ 7,320</i>	<i>\$ 144</i>	<i>2.01 %</i>
Contractual Services	\$ 5,996	\$ 5,999	\$ 10,000	\$ 10,000	\$ —	\$ 10,000	\$ —	— %
Utilities	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
Supplies	\$ 51,350	\$ 45,786	\$ 55,734	\$ 55,800	\$ —	\$ 55,800	\$ 66	0.12 %
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$ 57,346</i>	<i>\$ 51,785</i>	<i>\$ 65,734</i>	<i>\$ 65,800</i>	<i>\$ —</i>	<i>\$ 65,800</i>	<i>\$ 66</i>	<i>0.10 %</i>
Total 8300 Town Committees	\$ 57,446	\$ 51,785	\$ 72,910	\$ 73,120	\$ —	\$ 73,120	\$ 210	0.29 %

Mission: The Finance Department is responsible for: (1) maintaining timely and accurate records on all financial activities of the Town; (2) administering internal financial controls; (3) facilitating the evaluation of the Town's financial condition; (4) ensuring that the delivery of Town services is done in compliance with Massachusetts General Laws that govern municipal finance; (5) providing timely and accurate financial information to managers of Town services to facilitate the evaluation of the cost effectiveness and efficiency of Town programs; (6) providing timely and accurate financial information to Town boards and committees to facilitate policy deliberation and formulation; and (7) safeguarding the financial assets of the Town.

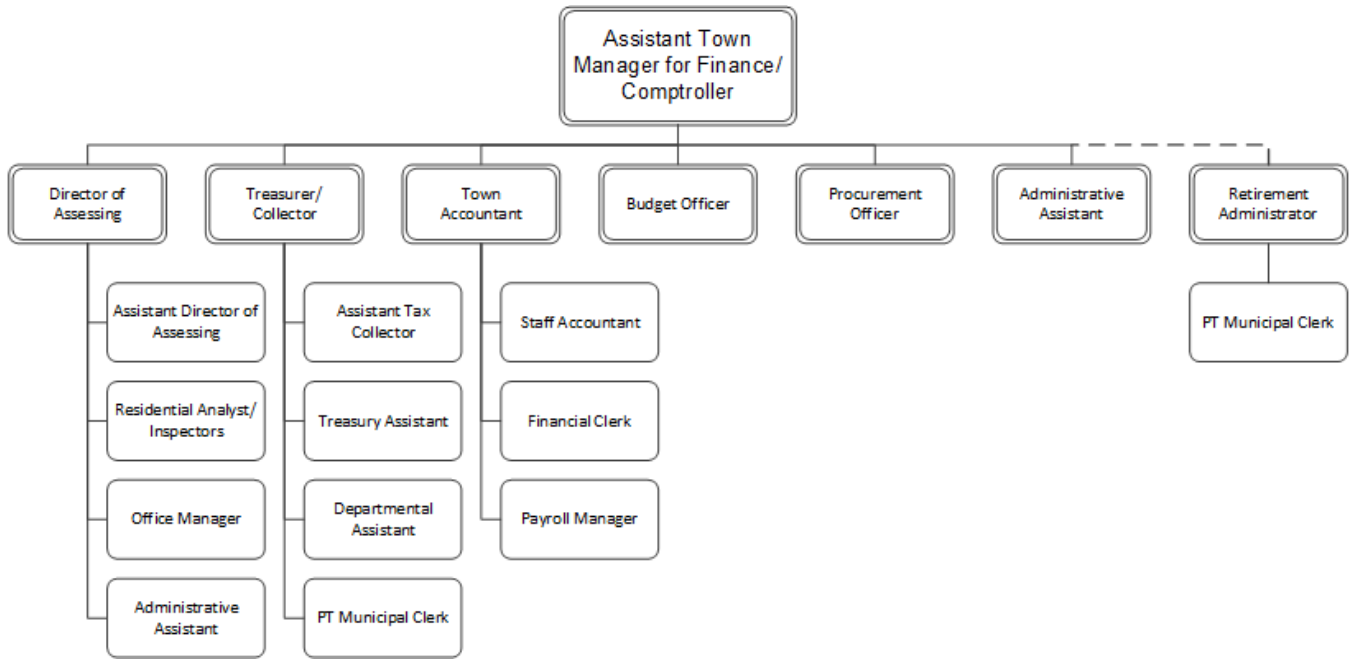
Budget Overview: The Finance Department is comprised of the following divisions: the Comptroller's Office, the Treasurer/Collector's Office and the Assessing Office.

- The Comptroller's Office is responsible for maintaining the Town's general ledger (accounting), accounts payable, payroll and centralized purchasing. The Comptroller's budget is also inclusive of funding for the Assistant Town Manager for Finance, who oversees all financial operations of the Town, and the Budget Officer who, in concert with the Assistant Town Manager for Finance and the Town Manager, develops and monitors the annual capital and operating budgets.
- The Treasurer/Collector's Office has three primary responsibilities: the collection and deposit of all Town taxes, fees and charges including property taxes, motor vehicle excise, utility billing and other local receipts (permit and license fees, fines, etc.); the management and investment of all revenues collected; and the issuance and servicing of debt.
- The Assessor's Office's primary function is the development of assessed values of real and personal property.

Staff also support various boards and committees including the Appropriation Committee, Capital Expenditures Committee, Retirement Board, Water and Sewer Abatement Board and other ad-hoc committees as assigned.

Departmental Initiatives:

1. Finance is recommending implementing a new Tyler Cashiering module for online payments and electronic cashiering. This initiative will improve the online payment experience and self-service options for residents and will allow for electronic payments at the Treasurer's counter. Funding for this initiative is requested as a program improvement in FY2026.
2. Finance is recommending a Water and Sewer rate study during FY2026 to establish a new utility rate structure that will allow for a migration to quarterly utility billing (current billing is semi-annual). Funding for this initiative is requested as a program improvement in FY2026.
3. The department continues to explore additional functionality in Munis ERP including Employee Self Service (ESS), automated benefits enrollment and Employee Action Forms that will help move the department closer to paperless processing.
4. Continue reviewing new fiscal policies, specifically updating strategies for funding the Town's Pension and OPEB Liabilities.



Authorized/Appropriated Staffing

Element 8410: Comptroller	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Asst. Town Manager for Finance/Comptroller	1	1	1	1
Town Accountant	1	1	1	1
Staff Accountant	1	1	1	1
Procurement Officer*	0.91	0.91	0.91	1
Financial Clerk	1	1	1	1
Payroll Manager	1	1	1	1
Budget Officer	1	1	1	1
Administrative Assistant	0.40	0.40	0.40	0.40
Subtotal FTE	7.31	7.31	7.31	7.40
Subtotal FT/PT	6FT/2PT	6FT/2PT	6FT/2PT	7FT/1PT
Element 8420: Treasurer/Collector				
Treasurer/Collector	1	1	1	1
Assistant Tax Collector	1	1	1	1
Treasury Assistant	1	1	1	1
Departmental Assistant**	1	1	1	1
Municipal Clerk	0.46	0.46	0.46	0.46
Subtotal FTE	4.46	4.46	4.46	4.46
Subtotal FT/PT	4FT/1PT	4FT/1PT	4FT/1PT	4FT/1PT
Element 8430: Assessor				
Director of Assessing	1	1	1	1
Assistant Director of Assessing	1	1	1	1
Residential Analyst/Inspector	2	2	2	2
Office Manager	1	1	1	1
Administrative Assistant	1	1	1	1
Subtotal FTE	6.0	6.0	6.0	6.0
Subtotal FT/PT	6FT/0PT	6FT/0PT	6FT/0PT	6FT/0PT
Total FTE	17.77	17.77	17.77	17.86
Total FT/PT	16FT/3 PT	16FT/3 PT	16FT/3 PT	17FT/2 PT

*In FY2026, Procurement Officer hours return to full time.

**In FY2024, title change from Departmental Accounting Clerk to Departmental Assistant.

Budget Recommendations:

The FY2026 recommended Finance Department budget is \$2.21 million, which represents a \$34,040, or 1.57% increase from the FY2025 budget.

The operating budget for Compensation is \$1,685,728, and reflects an increase of \$48,810 or 2.98%, which captures contractually obligated step increases. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The recommended budget for Expenses is \$520,490, and reflects an decrease of \$(14,770) or (2.76)%.

Program Improvement Request:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Water and Sewer Rate Study	\$ 50,000	\$ —	\$ 50,000	\$ 50,000	\$ —	\$ 50,000	\$ —
Tyler ERP/Cashiering Module	\$ 145,000	\$ —	\$ 145,000	\$ —	\$ —	\$ —	\$ 145,000

The Water and Sewer Rate Study is recommended to be funded equally by the Water and Sewer Enterprise Funds.

8400 Finance

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 1,765,571	\$ 1,753,984	\$ 1,955,957	\$ 1,994,651	\$ —	\$ 1,994,651	\$ 38,694	1.98 %
Enterprise Funds (Indirects)	\$ 149,914	\$ 178,426	\$ 181,221	\$ 186,567	\$ —	\$ 186,567	\$ 5,346	2.95 %
Fees & Charges								
Charges for Services	\$ 20,366	\$ 19,225	\$ 35,000	\$ 25,000	\$ —	\$ 25,000	\$ (10,000)	(28.57)%
Total 8400 Finance	\$ 1,935,851	\$ 1,951,635	\$ 2,172,178	\$ 2,206,218	\$ —	\$ 2,206,218	\$ 34,040	1.57 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 1,486,805	\$ 1,585,167	\$ 1,636,918	\$ 1,685,728	\$ —	\$ 1,685,728	\$ 48,810	2.98 %
Expenses	\$ 449,047	\$ 366,468	\$ 535,260	\$ 520,490	\$ —	\$ 520,490	\$ (14,770)	(2.76)%
Total 8400 Finance	\$ 1,935,851	\$ 1,951,635	\$ 2,172,178	\$ 2,206,218	\$ —	\$ 2,206,218	\$ 34,040	1.57 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 8410 Comptroller	\$ 726,270	\$ 761,262	\$ 852,520	\$ 881,157	\$ —	\$ 881,157	\$ 28,637	3.36 %
Total 8420 Treasurer/Collector	\$ 461,097	\$ 447,129	\$ 494,657	\$ 498,676	\$ —	\$ 498,676	\$ 4,019	0.81 %
Total 8430 Assessing	\$ 748,485	\$ 743,245	\$ 825,001	\$ 826,385	\$ —	\$ 826,385	\$ 1,384	0.17 %
Total 8400 Finance	\$ 1,935,851	\$ 1,951,635	\$ 2,172,178	\$ 2,206,218	\$ —	\$ 2,206,218	\$ 34,040	1.57 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 1,486,805	\$ 1,583,974	\$ 1,636,918	\$ 1,685,728	\$ —	\$ 1,685,728	\$ 48,810	2.98 %
Overtime	\$ —	\$ 1,194	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Personal Services</i>	<i>\$ 1,486,805</i>	<i>\$ 1,585,167</i>	<i>\$ 1,636,918</i>	<i>\$ 1,685,728</i>	<i>\$ —</i>	<i>\$ 1,685,728</i>	<i>\$ 48,810</i>	<i>2.98 %</i>
Contractual Services	\$ 415,232	\$ 332,710	\$ 492,365	\$ 484,965	\$ —	\$ 484,965	\$ (7,400)	(1.50)%
Utilities	\$ 5,329	\$ 4,426	\$ 2,910	\$ 2,910	\$ —	\$ 2,910	\$ —	— %
Supplies	\$ 28,486	\$ 29,332	\$ 39,985	\$ 32,615	\$ —	\$ 32,615	\$ (7,370)	(18.43)%
Small Capital	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	— %
<i>Expenses</i>	<i>\$ 449,047</i>	<i>\$ 366,468</i>	<i>\$ 535,260</i>	<i>\$ 520,490</i>	<i>\$ —</i>	<i>\$ 520,490</i>	<i>\$ (14,770)</i>	<i>(2.76)%</i>
Total 8400 Finance	\$ 1,935,851	\$ 1,951,635	\$ 2,172,178	\$ 2,206,218	\$ —	\$ 2,206,218	\$ 34,040	1.57 %

Mission: The Office of the Town Clerk acts as the primary repository of official documents for the Town, and the custodian of and recording office for official Town and vital records. Responsibilities include issuing marriage licenses, recording vital statistics, issuing dog licenses, registering businesses, fulfilling public records requests, receipt and recording of Planning/Zoning filings, and conducting the annual Town Census. The Town Clerk's Office conducts elections in conformance with State and local laws, and with the Board of Registrars, processes voter registrations and certifications. The Town Clerk reports to the Deputy Town Manager.

Budget Overview: The four elements comprising the Office of the Town Clerk include Town Clerk Administration, Registration, Elections, and Archives & Records Management.

Town Clerk Administration: The Town Clerk acts as the Town's recording officer, Registrar of Vital Statistics, and Chief Election Official. The Town Clerk is the official record-keeper of Town Meeting, certifies bylaws, Town Meeting appropriations, filings with the Department of Revenue, signs notes for borrowing, and certifies official documents. The Town Clerk also registers all vital events within Lexington, recording births, marriages and deaths in accordance with State law. The Town Clerk is keeper of the seal, administers the oath of office to elected and appointed members of boards and committees, maintains records of adopted municipal codes, regulations, bylaws, oaths of office, resignations, appointments, and submits general bylaws and zoning bylaws to the Attorney General for approval. The Town Clerk's Office issues licenses and permits and serves as a central information point for residents.

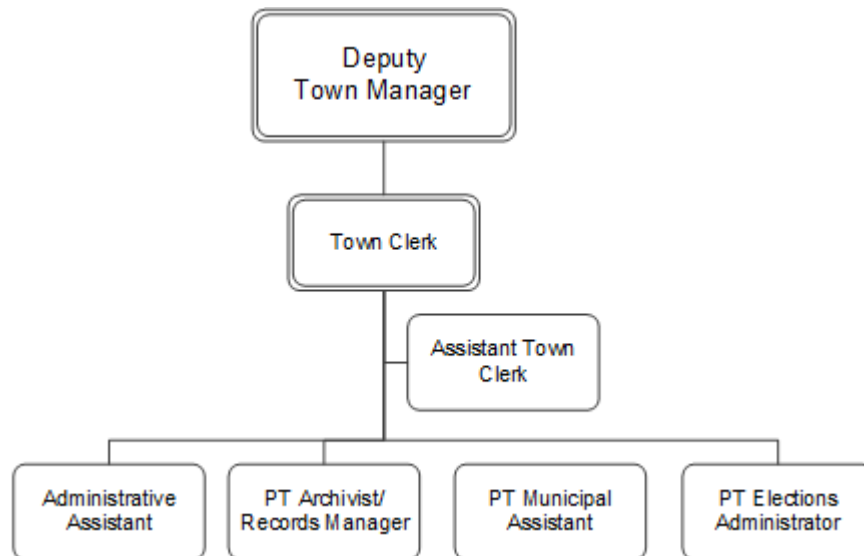
Board of Registrars: Registrars, appointed by the Select Board, are responsible for promoting voter registration, overseeing voter records and ruling on voter eligibility. Stipends for the Board of Registrars remain level-funded. Annual voter confirmations are conducted in accordance with State statute. The Annual Town Census and the publishing of the List of Residents is funded in this element.

Election Management: The Town Clerk serves as the Chief Election Official and oversees administration and oversight of local, state and federal elections in accordance with election laws, most recently including the Early Voting Act, which mandates allowable vote-by-mail for all local, State and Federal elections, pre-registration of 16- and 17-year-olds, and automatic voter registration. Staff provide information for candidate certifications, referenda, initiative petitions, campaign finance laws, election procedures, ballot initiatives and voter information. Over 110 Election Workers staff Lexington's polling locations, and site preparations are coordinated with Public Works, Public Facilities, Police and the Lexington Public Schools.

Records Management: This element addresses inventory and retention of historic and current records and documents, including proper maintenance and storage, preservation, management of electronic documents, and public access to public records and information. A part-time Archivist/Records Manager is responsible for this work and oversees the conservation and preservation of Lexington's historic documents.

Departmental Initiatives:

1. Ongoing administration of town/state/federal elections in conformance with statutory requirements to provide legal and accessible elections to Lexington voters. Emphasis on management of the new vote-by-mail State election procedural changes.
2. Further development of Archives & Records Management Program, including the management of the Town's electronic documents and historical data, especially with regards to public records requests.
3. Expanded use of Laserfiche Document Imaging System for records retention, electronic access, and archives/records portal.
4. Continuing collaboration with the Select Board Office to utilize the new Board/Committee database.
5. Act as the liaison to the State Ethics Commission to learn and implement the new online learning management system (LMS) across the Town.
6. Development of internal training programs in partnership with the Information Technology Department.



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Town Clerk	1	1	1	1
Assistant Town Clerk	1	1	1	1
Administrative Assistant	1	1	1	1
Municipal Assistants*	1.23	1.23	0.52	0.52
Election Administrator*	—	—	0.71	0.71
Archivist/Records Manager	0.46	0.46	0.46	0.46
Total FTE	4.69	4.69	4.69	4.69

Total FT/PT	3 FT/ 3 PT	3 FT/ 3 PT	3 FT/ 3 PT	3 FT/ 3 PT
--------------------	-------------------	-------------------	-------------------	-------------------

**In FY2025, one Municipal Assistant was converted to Elections Administrator.*

Budget Recommendations:

The FY2026 recommended Town Clerk budget is \$692,479 which is a \$11,660 or 1.71% increase from the FY2025 budget.

The budget for Compensation is \$562,029 and reflects a \$7,259 or 1.31% increase in FY2026. The increase in FY2026 compensation is due to contractually obligated step increases. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The budget for Expenses is \$130,450, which is an increase of \$4,401 or 3.49%, and reflects anticipated expenses for FY2026.

Program Improvement Requests:

None requested.

8500 Town Clerk

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 486,193	\$ 459,293	\$ 599,919	\$ 609,479	\$ —	\$ 609,479	\$ 9,560	1.59 %
Directed Funding								
Departmental Fees	\$ 34,278	\$ 36,055	\$ 35,900	\$ 34,000	\$ —	\$ 34,000	\$ (1,900)	(5.29)%
Licenses and Permits	\$ 51,110	\$ 51,110	\$ 45,000	\$ 49,000	\$ —	\$ 49,000	\$ 4,000	8.89 %
Total 8500 Town Clerk	\$ 571,581	\$ 546,457	\$ 680,819	\$ 692,479	\$ —	\$ 692,479	\$ 11,660	1.71 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 433,848	\$ 427,108	\$ 554,770	\$ 562,029	\$ —	\$ 562,029	\$ 7,259	1.31 %
Expenses	\$ 137,732	\$ 119,349	\$ 126,049	\$ 130,450	\$ —	\$ 130,450	\$ 4,401	3.49 %
Total 8500 Town Clerk	\$ 571,581	\$ 546,457	\$ 680,819	\$ 692,479	\$ —	\$ 692,479	\$ 11,660	1.71 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Total 8510 Town Clerk Admin.	\$ 358,297	\$ 364,227	\$ 375,761	\$ 381,914	\$ —	\$ 381,914	\$ 6,153	1.64 %
Total 8520 Board of Registrars	\$ 18,075	\$ 21,236	\$ 19,925	\$ 19,925	\$ —	\$ 19,925	\$ —	— %
Total 8530 Elections	\$ 148,841	\$ 114,956	\$ 226,538	\$ 230,914	\$ —	\$ 230,914	\$ 4,376	1.93 %
Total 8540 Records Management	\$ 46,367	\$ 46,039	\$ 58,595	\$ 59,726	\$ —	\$ 59,726	\$ 1,131	1.93 %
Total 8500 Town Clerk	\$ 571,581	\$ 546,457	\$ 680,819	\$ 692,479	\$ —	\$ 692,479	\$ 11,660	1.71 %

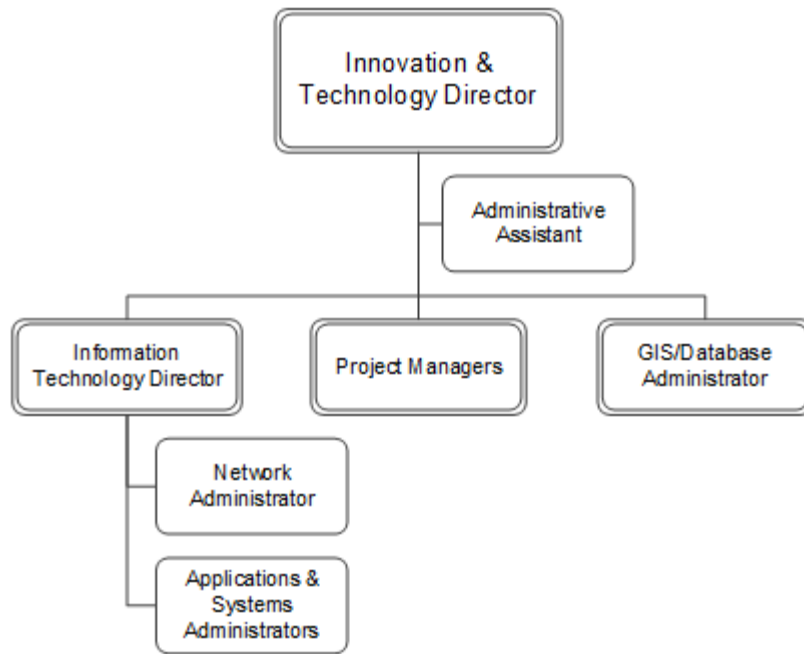
Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 422,289	\$ 415,565	\$ 493,179	\$ 500,438	\$ —	\$ 500,438	\$ 7,259	1.47 %
Overtime	\$ 11,559	\$ 11,544	\$ 61,591	\$ 61,591	\$ —	\$ 61,591	\$ —	— %
<i>Personal Services</i>	<i>\$ 433,848</i>	<i>\$ 427,108</i>	<i>\$ 554,770</i>	<i>\$ 562,029</i>	<i>\$ —</i>	<i>\$ 562,029</i>	<i>\$ 7,259</i>	<i>1.31 %</i>
Contractual Services	\$ 96,291	\$ 110,756	\$ 111,399	\$ 115,875	\$ —	\$ 115,875	\$ 4,476	4.02 %
Utilities	\$ 624	\$ 2,243	\$ 2,000	\$ 2,000	\$ —	\$ 2,000	\$ —	— %
Supplies	\$ 10,318	\$ 6,351	\$ 12,550	\$ 12,575	\$ —	\$ 12,575	\$ 25	0.20 %
Small Capital	\$ 30,500	\$ —	\$ 100	\$ —	\$ —	\$ —	\$ (100)	(100)%
<i>Expenses</i>	<i>\$ 137,732</i>	<i>\$ 119,349</i>	<i>\$ 126,049</i>	<i>\$ 130,450</i>	<i>\$ —</i>	<i>\$ 130,450</i>	<i>\$ 4,401</i>	<i>3.49 %</i>
Total 8500 Town Clerk	\$ 571,581	\$ 546,457	\$ 680,819	\$ 692,479	\$ —	\$ 692,479	\$ 11,660	1.71 %

Mission: The Department of Innovation and Technology (IT) provides a customer-centric approach to the delivery of innovative technology solutions to meet the needs of the Town Departments and to strengthen the services provided to our residents while ensuring the highest level of security to the Town Network.

Budget Overview: The Department of Innovation and Technology supports, maintains and manages townwide business-related technology. The department supports townwide core services including the financial system (Enterprise ERP), time keeping, document management (Laserfiche), facilities maintenance and management technology, domain management, emergency management web sites and services, and VoIP telephone systems. IT maintains the infrastructure and security of the network core and co-manages the townwide area network for Municipal and School departments. The Department manages all Municipal technology purchases and performs the installations and maintenance of Municipal IT equipment and services. IT collaborates with Town departments to select, design and implement technologies. Some Municipal systems supported by the Department include the public safety system (ProPhoenix), Assessors database (VISION), Town permitting and inspections system (Citizen Services), GIS systems (ESRI), work and asset management systems (PeopleGIS, SchoolDude, Freshservice), Town website and social communication systems, Municipal Systems and Infrastructure (VMWare, Microsoft applications, antivirus/cybersecurity software, archiving applications, backup systems, IT management systems, cloud storage), and many other applications. IT staff also provide support and training for end-users.

Departmental Initiatives:

1. Continue to invest in the Town's IT infrastructure and security posture
 - a. Implement recommendations from network assessments
 - b. Implement recommendations from cybersecurity assessments
 - c. Investigate additional cybersecurity measures and services
 - d. Provide cybersecurity training to all staff
2. Maximize the value of current systems
 - a. Laserfiche
 - b. OpenGov
 - c. Enterprise ERP
 - d. Vision
 - e. BlueBeam
 - f. ProPhoenix
3. Increase Customer Service Quality and Responsiveness
 - a. Emphasis on a customer-centric approach to working with the departments and staff
4. Focus on future visioning for IT
 - a. Mobile work initiatives
 - b. Electronic Workflows
 - c. Enhanced Communications
 - d. Hybrid work/meeting spaces
 - a. Disaster Recovery (DR) planning and expansion of capabilities
 - b. Network redundancy planning and implementation



Authorized/Appropriated Staffing

	FY2023 Budget	FY2024 Budget	FY2025 Budget	FY2026 Request
Innovation & Technology Director	1	1	1	1
Information Technology Director	1	1	1	1
Administrative Assistant	0.54	0.54	0.54	0.54
Business Analyst/Project Manager	2	2	2	2
Network Administrator	1	1	1	1
GIS/Database Administrator	1	1	1	1
Support Technician*	1	1	—	—
Applications & Systems Administrators*	1	1	2	2
Webmaster**	1	—	—	—
Part-time Intern	0.25	0.25	0.25	0.25
Total FTE	9.79	8.79	8.79	8.79
Total FT/PT	9 FT/2 PT	8 FT/2 PT	8 FT/2 PT	8 FT/2 PT

*In FY2025, the Support Technician position was upgraded to a second Applications & Systems Administrator position via a program improvement.

**In FY2023, a webmaster was reassigned to the Town Manager's Office.

Budget Recommendations:

The FY2026 recommended Innovation & Technology budget is \$3,376,124, which is a \$251,949 or 8.06% increase from the FY2025 budget.

The recommended budget for Compensation is \$867,726, and reflects a \$16,135 or 1.89% increase, due to contractually obligated step increases. Compensation does not include any estimate of prospective cost of living increases for contracts expiring on or before June 30, 2025. Funds for prospective increases are captured in the Salary Adjustment account within the Town Manager’s budget.

The recommended budget for Expenses is \$2,508,398 and reflects a \$235,814 or 10.38% increase, which incorporates the following adjustments:

- Increase in Contracted Services (\$10,674) for planned contracted work during FY2026;
- Increase in Communications and Network Support (\$77,000) for contracts associated with a third firewall added for the Police Department to meet CJIS needs.
- Increase in Hardware Support (21,100) for replicated environments for Disaster Recovery and Police Department UPS system maintenance;
- Increase in Mobile Devices (\$4,000) due to adding 20 Outdoor WiFi units which require a monthly paid cellular connection;
- Decrease in LAN Peripherals (\$45,000) due to Capital Program created in FY25;
- Decrease in LAN Hardware (\$6,000) due to only one server being replaced;
- Decrease in PC Hardware (\$15,000) due to longer computer lifespans and fewer PC replacements in FY2026.
- Decrease in Utilities (\$18,800) due to Police moving out of back to original location
- Decrease in PC Peripherals (\$5,600) due to less equipment being purchased after the pandemic.

Program Improvement Requests:

Description	Request			Recommended			Not Recommended
	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total Requested	Salaries and Expenses	Benefits (reflected in Shared Expenses)	Total	
Senior Network Administrator (Reclass Current Position)	\$ 5,198	\$ 75	\$ 5,273			\$ —	\$ 5,273
Director - Personal Town-Issued Vehicle	\$ 65,000	\$ —	\$ 65,000	\$ —	\$ —	\$ —	\$ 65,000
Senior Applications and Systems Administrator (Reclass Current Position)	\$ 7,226	\$ 105	\$ 7,331	\$ —	\$ —	\$ —	\$ 7,331

8600 Innovation & Technology

Budget Summary

Funding Sources	FY2023 Actual	FY2024 Actual	FY2025 Estimate	FY2026 Projected	Manager's Add/Del	FY2026 Projected	Dollar Increase	Percent Increase
Tax Levy	\$ 2,400,544	\$ 2,293,788	\$ 2,991,478	\$ 3,239,513	\$ —	\$ 3,239,513	\$ 248,035	8.29 %
Enterprise Funds (Indirects)	\$ 89,039	\$ 123,455	\$ 132,697	\$ 136,612	\$ —	\$ 136,612	\$ 3,915	2.95 %
Total 8600 Innovation & Tech.	\$ 2,489,583	\$ 2,417,243	\$ 3,124,175	\$ 3,376,124	\$ —	\$ 3,376,124	\$ 251,949	8.06 %

Appropriation Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Compensation	\$ 849,519	\$ 814,311	\$ 851,591	\$ 867,726	\$ —	\$ 867,726	\$ 16,135	1.89 %
Expenses	\$ 1,640,064	\$ 1,602,931	\$ 2,272,584	\$ 2,508,398	\$ —	\$ 2,508,398	\$ 235,814	10.38 %
Total 8600 Innovation & Tech.	\$ 2,489,583	\$ 2,417,243	\$ 3,124,175	\$ 3,376,124	\$ —	\$ 3,376,124	\$ 251,949	8.06 %

Program Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
8610 IT Administration	\$ 2,489,583	\$ 2,417,243	\$ 3,124,175	\$ 3,376,124	\$ —	\$ 3,376,124	\$ 251,949	8.06 %
Total 8600 Innovation & Tech.	\$ 2,489,583	\$ 2,417,243	\$ 3,124,175	\$ 3,376,124	\$ —	\$ 3,376,124	\$ 251,949	8.06 %

Object Code Summary	FY2023 Actual	FY2024 Actual	FY2025 Appropriation	FY2026 Request	Manager's Add/Del	FY2026 Recommended	Dollar Increase	Percent Increase
Salaries & Wages	\$ 840,503	\$ 802,997	\$ 846,998	\$ 857,226	\$ —	\$ 857,226	\$ 10,228	1.21 %
Overtime	\$ 9,015	\$ 11,314	\$ 4,593	\$ 10,500	\$ —	\$ 10,500	\$ 5,907	128.61 %
<i>Personal Services</i>	<i>\$ 849,519</i>	<i>\$ 814,311</i>	<i>\$ 851,591</i>	<i>\$ 867,726</i>	<i>\$ —</i>	<i>\$ 867,726</i>	<i>\$ 16,135</i>	<i>1.89 %</i>
Contractual Services	\$ 1,310,851	\$ 1,358,519	\$ 1,900,764	\$ 2,226,578	\$ —	\$ 2,226,578	\$ 325,814	17.14 %
Utilities	\$ 97,611	\$ 92,183	\$ 161,400	\$ 146,600	\$ —	\$ 146,600	\$ (14,800)	(9.17)%
Supplies	\$ 13,106	\$ 8,098	\$ 12,820	\$ 10,720	\$ —	\$ 10,720	\$ (2,100)	(16.38)%
Small Capital	\$ 218,497	\$ 144,131	\$ 197,600	\$ 124,500	\$ —	\$ 124,500	\$ (73,100)	(36.99)%
<i>Expenses</i>	<i>\$ 1,640,064</i>	<i>\$ 1,602,931</i>	<i>\$ 2,272,584</i>	<i>\$ 2,508,398</i>	<i>\$ —</i>	<i>\$ 2,508,398</i>	<i>\$ 235,814</i>	<i>10.38 %</i>
Total 8600 Innovation & Tech.	\$ 2,489,583	\$ 2,417,243	\$ 3,124,175	\$ 3,376,124	\$ —	\$ 3,376,124	\$ 251,949	8.06 %

This Page Intentionally Left Blank.



Section XI: Capital Investment

FY2026 Capital Improvement Budget & Financing Plan

INTRODUCTION

A crucial aspect of the Town's operations, from providing services to its residents and businesses to equipping employees to effectively perform their jobs, requires the existence of certain basic physical assets. These assets include streets, water mains, parks, buildings, large equipment and technology. They must be purchased, maintained and replaced on a timely basis or their usefulness in providing public services will diminish. The Town's five-year Capital Improvements Program and annual Capital Budget are developed to ensure adequate capital investment in the Town's assets.

Definition of Capital Projects

A capital project is defined as a major, non-recurring expenditure that generally meets the following criteria:

- Massachusetts General Law permits the Town to issue bonds to finance the expenditure;
- The expenditure is \$25,000 or more;
- The expenditure will have a useful life of 10 years or more for buildings or building components and 5 years for vehicles and equipment; and
- Planning, engineering, or design services may be considered capital when such services are integral to a construction, renewal or replacement project that meets the criteria for a capital expenditure.

CAPITAL POLICY FRAMEWORK

The FY2026 Capital Budget was developed within the capital policy framework initially adopted by the Select Board in 1991, and subsequently amended in 2006 and 2009 to ensure adequate planning and funding for capital investment, particularly cash capital projects within the General Fund. This capital investment strategy includes the following major elements:

- Multi-year planning for capital investment;
- Debt exclusions for major capital projects; and
- Ensuring sufficient operating budget resources for maintaining capital assets.

FIVE-YEAR CAPITAL PROGRAM

Five-year capital improvement planning has been part of Lexington's budget development process for many years. Multi-year planning allows proper staging and sequencing of capital projects to smooth financing plans and to make funding needs more predictable. Capital investment requirements can vary, involving unique large projects such as a fire vehicle or a school building. Other capital investment needs are recurring such as the annual program to resurface roadways.

The five-year Capital Improvement Program includes all anticipated capital projects identified by school and municipal departments over the next five years, and 5-year spending projections for all of the Town's ongoing capital investment programs.

Recent Developments in the Capital Improvement Budget

Over the last decade the Town has funded three separate capital programs related to Stormwater management, flood mitigation, Illicit Discharge Detection and Elimination (IDDE), nutrient removal and overall improvement in water quality that is regulated by the federal Environmental Protection Agency (EPA):

- Culvert Replacement;
- Storm Drainage Improvements and National Pollutant Discharge and Elimination System (NPDES) Compliance; and
- Comprehensive Watershed Stormwater Management

These three programs have historically been funded with General Fund revenue sources, but required work has expanded and costs have continued to increase steadily in recent years. From FY2019-2024 Town management and the Department of Public Works explored creating a Stormwater Enterprise Fund that would assess a stormwater fee to every parcel of real property in Lexington. This new fee revenue would fund the three capital programs noted above, and related Stormwater operating expenses.

The establishment of this new Enterprise fund has been put on hold as the EPA's regulations evolve and until the agency issues the town a new Municipal Separated Storm Sewer System (MS4) permit, which is expected this year. Once issued Town staff will assess requirements of the permit and whether or not Stormwater capital requirements can be managed within the existing budget. If the new permit requirements result in an expansion of the Town's Stormwater management program, costs may increase rapidly, and the Town may reconsider the proposal for a Stormwater Enterprise Fund.

In FY2025, the three existing capital programs related to Stormwater were combined into one request for a **Stormwater Management Program**. One combined program allows the department more flexibility in planning and remove complexity from bidding and managing projects that have many overlapping components, but separate funding authorizations. The work proposed and total amounts requested in this one program are aligned with the historic programs and funding requests. Additional information can be found under Table VIII: Cash Capital.

In FY2025, a new program was created for **Sustainable Capital Initiatives** including electric vehicle (EV) charging equipment and infrastructure. In the future this program may also include the study, design and construction of rooftop solar or solar canopies, including battery storage; and other projects identified by the Sustainability and Resilience Officer to move the Town towards achieving its sustainability goals.

Ongoing Capital Programs

In 2021, the Department of Public Facilities completed a full review of the Town's buildings and systems and developed a 20-year plan for replacing and maintaining building assets. The existing conditions of Town and School buildings were presented at joint Summit meetings in the spring of 2022. In addition to full building construction or renovation, in FY2024 some of the Department's ongoing capital programs were re-aligned to allow the Facilities Department to better manage and prioritize capital needs as they arise. The following continuing programs are included in the FY2026 budget and current 5-year capital plan:

- **Mechanical/Electrical/Plumbing** has been combined into one capital program, and this appropriation will cover school and/or municipal buildings as needed based on priorities identified in the plan.
- **Public Facilities Interior Finishes** includes mill work, ceiling work, tile work, countertop replacement and bathroom finish renovations will be utilized for school and/or municipal buildings as needed based on the priority of the plan.

- **School Parking Lot Paving and Sidewalks** will continue to be managed by Public Facilities. Paving and Sidewalks for other municipal buildings fall under Public Works.
- Separate programs remain for **School Building Envelope** and **Municipal Building Envelope**. The building envelope programs include extraordinary repairs and modifications to buildings and systems such as siding, caulking, masonry, weather proofing materials, windows, doors, roofs and painting of wood exteriors.

Funding the Town's Capital Improvement Budget

The following are potential funding sources for financing the Town's capital investments. Over the last 5 years management has shifted the majority of the Town's ongoing capital programs to be funded with cash sources as opposed to debt financing. The use of debt is primarily for large one-time capital projects. Capital projects and programs may be funded from one source, or by a combination of the following sources.

- **Cash Financing** - The Town regularly appropriates available funds (i.e., cash financing) from the general and enterprise funds to finance certain capital investment projects. Examples of available funds are unreserved fund balance (Free Cash), tax levy, enterprise fund retained earnings, specialized stabilization funds, premiums received when issuing bond anticipation notes, and, when available, unexpended balances of prior years' capital articles.
- **Debt** - The Town has traditionally financed large dollar value capital projects with debt. Depending upon the project, the debt service resulting from debt-funded capital projects can be financed from a variety of sources including the General Fund (either within the Levy Limit or from a voter approved Proposition 2½ debt exclusion), Enterprise and Revolving Funds or the Community Preservation Fund (see discussion of the CPA below).

In 2019, the Town's management, Select Board and finance committees reviewed the Town's finance policies and have since implemented new strategies for funding the Town's capital plan. This includes increasing cash financing of projects, particularly the items that are part of a continuing capital program, and reducing the Town's overall reliance on debt financing. These efforts have greatly reduced interest costs and the amount of within-levy debt service.

- **Other Sources** - The Town uses dedicated state aid, grant or gift funds to finance capital investment when these funds are available.
- **Community Preservation Act (CPA) Funds** - Beginning in FY2007, following voter approval, the Town began to assess a Community Preservation Surcharge of 3% of the property tax levied against all taxable real property. For owners of residential property, the assessed value used to calculate the surcharge is net of a \$100,000 residential exemption. Community Preservation funds can be used for those purposes defined by the Community Preservation Act, MGL Ch. 44B. Such purposes include the acquisition and preservation of open space, the creation and support of community (affordable) housing, the acquisition and preservation of historic resources, and the creation and support of recreational facilities.

Beginning in FY2008, the Town began to receive State matching funds to supplement the local surcharge. Over time, the annual percentage of State matching funds has fluctuated due to changes in State legislation and varying levels of funding available at the State level. The Town's local match is further impacted as additional communities in the Commonwealth adopt the CPA surcharge resulting in available funds being spread across more communities. The following table presents the history of Lexington's State matching funds.

FISCAL YEAR	PERCENTAGE	AMOUNT
2015	32.6 %	\$1,230,116
2016	30.7 %	\$1,229,774
2017	21.3 %	\$897,243
2018	17.8 %	\$789,905
2019	19.8 %	\$922,256
2020	24.8 %	\$1,219,950
2021	29.7 %	\$1,549,955
2022	45.5 %	\$2,500,261
2023	40.0 %	\$2,323,956
2024	21.8 %	\$1,354,935
2025	18.7 %	\$1,234,313
2026 (estimated)	15.0 %	\$1,030,000

Receipts for FY2026 from the surcharge and state matching funds are preliminarily estimated at \$8.29 million, reflecting an estimated match of \$1,030,000, or 15% which reflects a continuation of lower State matches in recent history due to a decline in available revenues in the CPA Trust Fund and the State budget.

FY2026 CAPITAL FINANCING STRATEGY

The proposed financing plan for the recommended FY2026 capital budget is shown in the table below.

Capital Requests Summary					
	Free Cash/ Tax Levy	Other Funding Sources	Debt	Total	Other**
General Fund	\$ 21,506,173	\$ —	\$ —	\$ 21,506,173	\$ —
Excluded Debt Projects***	\$ —	\$ —	\$654,000,000	\$654,000,000	\$ —
Other Funding & Chapter 90	\$ —	\$ 18,043	\$ —	\$ 18,043	\$ 964,592
Water Enterprise	\$ —	\$ 2,634,440	\$ —	\$ 2,634,440	\$ —
Sewer Enterprise	\$ —	\$ 1,409,931	\$ —	\$ 1,409,931	\$ —
Recreation Enterprise	\$ —	\$ 70,000	\$ —	\$ 70,000	\$ —
Compost Revolving Fund	\$ —	\$ —	\$ —	\$ —	\$ —
Community Preservation Act*	\$ —	\$ 7,495,844	\$ —	\$ 7,495,844	\$ —
Total (all Funds)	\$ 21,506,173	\$ 11,628,258	\$654,000,000	\$687,134,431	\$ 964,592

*Includes both Town and non-Town CPA funded projects.

**Other represents Chapter 90 Aid for street improvements. This item does not require a Town Meeting appropriation.

PLANNING A NEW LEXINGTON HIGH SCHOOL

The Town continues to plan for a large-scale reconstruction or renovation of Lexington High School. Special Town Meeting 2022-2 appropriated \$1,825,000 for a Feasibility Phase of this project. The FY2025 request included a second-phase request for \$10,000,000 in design funds to advance the project through the Schematic Design Phase and determine construction cost estimates for a construction appropriation in FY2026. The FY2025 budget also allocated funding to begin a multi-phased reorganization of Town assets including:

- A \$4.2 million renovation of the swing space building at 173 Bedford Street in FY2025 to allow the Superintendent of Schools and School Administration to occupy the building in the coming years as LHS is under construction.
- The FY2026 capital plan includes funding to demolish the existing School Administration Building at 146 Maple Street and additional funding for site work and installation of recreation fields at that site. These fields will help address field loss at the LHS site as that project is under construction.
- The FY2026 capital plan includes construction funding for LHS. Office space for the School Administration is planned to be included in the new LHS building.
- In a future fiscal year the 173 Bedford Street building may be used as swing space for the Cary Memorial Library and/or the Town Office Building as additional capital improvements are implemented in those buildings.

The following table, [FY2026 Recommended Capital Budget](#), lists all FY2026 projects recommended by the Town Manager for consideration and their estimated costs by program area and funding source. The Capital Expenditures Committee and Appropriation Committee have also been evaluating these requests and will issue reports and recommendations to Town Meeting.

FY2026 Recommended Capital Budget

Department	Project Description	Recommendation	Requested Funding Source(s)	ATM Article
Conservation	Cotton Farm/Community Center Connector	\$ 300,000	CPA	10
Conservation	Simond's Brook Conservation Area Trail Design & Engineering	\$ 75,000	CPA	10
Planning/Engineering	Transportation Mitigation	\$ 80,000	TNC Funds /Free Cash	12
Total Land Use, Housing and Development		\$ 455,000		
Fire	Replacement Pumper Truck	\$ 1,100,000	Free Cash	12
Total Public Safety		\$ 1,100,000		
Recreation & Comm. Pgms.	Pine Meadows Equipment	\$ 70,000	Recreation RE	11
Recreation & Comm. Pgms.	Lincoln Park Parking Lot - Design	\$ 375,000	Free Cash	12
Recreation & Comm. Pgms.	Park and Playground Improvements	\$ 1,490,000	CPA	10
Recreation & Comm. Pgms.	Park Improvements - Athletic Fields	\$ 3,197,904	CPA/Free Cash	10
Recreation & Comm. Pgms.	Lincoln Park Field Improvements	\$ 1,950,000	CPA/ Free Cash	10
Total Culture and Recreation		\$ 7,082,904		
Public Facilities	Public Facilities Bid Documents	\$ 125,000	Free Cash	16
Public Facilities	Public Facilities Interior Finishes	\$ 468,000	Free Cash	16
Public Facilities	School Paving and Sidewalks	\$ 200,000	Free Cash	16
Public Facilities	Municipal Building Envelopes and Associated Systems	\$ 1,100,000	Free Cash	16
Public Facilities	Lexington High School Construction Project - Design Funding	\$ 654,000,000	Exempt Debt	TBD
Public Facilities	Central Administration Building Demolition	\$ 3,550,000	Free Cash	16
Public Facilities	Estabrook Elementary School Nurse Bathroom Renovation	\$ 300,000	Free Cash	16
Total Public Facilities Department		\$659,743,000		
Public Works	Equipment Replacement	\$ 2,168,000	Free Cash/ Water & Sewer RE	12
Public Works	Sidewalk Improvements	\$ 870,000	Free Cash	12
Public Works	Street Improvements	\$ 2,726,806	Tax Levy	12
Public Works	Hydrant Replacement Program	\$ 150,000	Free Cash/ Water RE	12
Public Works	Stormwater Management Program	\$ 2,642,500	Free Cash	12
Public Works	Sanitary Sewer System Investigation and Improvements	\$ 1,082,431	Sewer User Fees/ Sewer RE	14
Public Works	Water Distribution System Improvements	\$ 2,334,940	Water User Fees/ Water RE	13
Public Works	Pump Station Building Improvements	\$ 200,000	Sewer RE	14
Public Works	New Sidewalk Installations	\$ 150,000	Free Cash	12
Public Works	Adams Street Intersections Improvements (@East; @Hancock)	\$ 325,000	Free Cash	12
Public Works	DPW Building Improvements	\$ 120,000	Free Cash	12
Total Public Works Department		\$ 12,769,677		
Lexington Public Schools	LPS Technology Program	\$ 1,500,910	Free Cash	15
Total Lexington Public Schools		\$ 1,500,910		
Innovation & Technology	Municipal Technology Improvement Program	\$ 150,000	Free Cash	12
Innovation & Technology	Network Redundancy & Improvement Plan	\$ 760,000	Free Cash	12
Town Clerk	Document Conservation	\$ 21,000	CPA	10
Total General Government		\$ 931,000		
Affordable Housing Trust	Affordable Housing Trust (AHT) Funding	\$ 3,000,000	CPA	10
Lexington Historical Society	Hancock-Clarke House Roof Replacement	\$ 57,800	CPA	10
LexHAB	LexHAB Support - Restoration, Preservation, Decarbonization	\$ 494,140	CPA	10
Total Non-Governmental Projects		\$ 3,551,940		
Total FY2026 Recommendations - All Funds		\$687,134,431		

CAPITAL PLAN BY FINANCING SOURCE

The following pages include tables that show the recommended FY2026 capital projects by financing source: General Fund debt; Water Fund debt; Wastewater Fund debt; Recreation and Community Programs Fund debt; Proposition 2½ excluded debt; Community Preservation Fund debt; Compost Revolving Fund debt; and cash capital (i.e., current revenue).

Each debt-related table includes the projected debt service impact of recommended projects, actual debt service on debt authorized and issued, and projected debt service on debt authorized and unissued. Finally, each table is accompanied by a written description of each recommended project.

FY2026 RECOMMENDED PROJECTS - GENERAL FUND DEBT (Table I)

TABLE I: FY2026 RECOMMENDED PROJECTS - GENERAL FUND DEBT										
	Amount Financed	Term	Interest Rate	PROJECTED DEBT SERVICE						
				FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
FACILITIES PROJECTS										
Within-Levy Projects										
None Proposed	\$ —	---	—%		\$ —	\$ —	\$ —	\$ —	\$ —	
TOTAL PROJECT COSTS	\$—				\$ —	\$ —	\$ —	\$ —	\$ —	
AUTHORIZED LEVY SUPPORTED DEBT SERVICE				FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
A	Approved and Issued				\$ 4,282,682	\$ 3,697,662	\$ 3,323,830	\$ 3,040,230	2,759,660	
B	Projected Approved and Unissued				\$ 1,700,386	\$ 4,136,486	\$ 4,002,410	\$ 3,460,001	\$ 3,154,300	
C	Total Debt Service on Authorized Debt				\$ 5,983,068	\$ 7,834,148	\$ 7,326,240	\$ 6,500,231	\$ 5,913,960	
D	Projected New Levy Supported Debt Service (above)				\$ —	\$ —	\$ —	\$ —	\$ —	
E	TOTAL - PROJECTED LEVY SUPPORTED DEBT SERVICE				\$ 5,507,637	\$ 5,983,068	\$ 7,834,148	\$ 7,326,240	\$ 6,500,231	\$ 5,913,960
F	Plus: Projected Debt Service on Future Capital Projects				\$ —	\$ —	\$ 113,661	\$ 1,085,466	\$ 2,073,894	\$ 3,079,776
G	Less: Debt Service Funded from Special Revenue Accounts				\$ (174,000)	\$ (201,875)	\$ (197,000)	\$ (192,125)	\$ (137,250)	\$ (132,375)
H	Less: Proposed Use of Stabilization Fund				\$ —	\$ —	\$ (346,000)	\$ (438,000)	\$ (668,000)	\$ (440,000)
I	Total Offsets to Projected Levy Supported Debt Service (G+H)				\$ (174,000)	\$ (201,875)	\$ (543,000)	\$ (630,125)	\$ (805,250)	\$ (572,375)
J	PROJECTED NET LEVY SUPPORTED DEBT SERVICE (E+F+I)				\$ 5,333,637	\$ 5,781,193	\$ 7,404,809	\$ 7,781,581	\$ 7,768,875	\$ 8,421,361

Projected Approved and Unissued projected debt services on line B currently includes the feasibility and design funds for Lexington High School which have not yet been approved as excluded debt. If the Lexington High School Construction appropriation is approved by Town Meeting and the townwide debt exclusion referendum in the Fall of 2025, the cost of feasibility and design may be reclassified as excluded debt in future budget years.

No recommendations for debt financing.

FY2026 RECOMMENDED PROJECTS - WATER FUND DEBT (Table II)

TABLE II: FY2026 RECOMMENDED PROJECTS - WATER DEBT										
Project	Amount Financed	Term	Interest Rate	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
										1
TOTAL PROJECT COSTS										
\$ —										
AUTHORIZED WATER DEBT SERVICE				FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
A	Subtotal: Authorized and Issued				\$ 1,335,456	\$ 1,301,015	\$ 1,147,339	\$ 929,500	\$ 916,500	
B	Subtotal: Approved and Unissued (short and long-term)				\$ 102,550	\$ 227,414	\$ 220,328	\$ 213,243	\$ 206,157	
C	Total: Debt Service on Authorized Debt				\$ 1,438,006	\$ 1,528,429	\$ 1,367,667	\$ 1,142,743	\$ 1,122,657	
D	Subtotal: Projected Debt Service on Proposed Capital Projects				\$ —	\$ —	\$ —	\$ —	\$ —	
E	TOTAL PROJECTED WATER DEBT SERVICE				\$ 1,368,116	\$ 1,438,006	\$ 1,528,429	\$ 1,367,667	\$ 1,142,743	\$ 1,122,657

No recommendations for debt financing.

FY2026 RECOMMENDED PROJECTS - WASTEWATER FUND DEBT (Table III)

TABLE III: FY2026 RECOMMENDED PROJECTS - WASTEWATER DEBT										
Project	Amount Financed	Term	Interest Rate	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
1 None Proposed	\$—	---	—%		\$ —	\$ —	\$ —	\$ —	\$ —	
TOTAL PROJECT COSTS	\$—				\$ —	\$ —	\$ —	\$ —	\$ —	
AUTHORIZED SEWER DEBT SERVICE				FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
A Subtotal: Authorized and Issued Debt					\$ 1,463,137	\$ 1,369,485	\$ 1,192,069	\$ 1,019,150	\$ 822,950	
B Subtotal: Approved and Unissued Debt (short and long-term)					\$ 208,949	\$ 344,114	\$ 333,309	\$ 322,503	\$ 311,698	
C Total: Debt Service on Authorized Debt					\$1,672,086	\$1,713,599	\$1,525,378	\$1,341,653	\$1,134,648	
D Subtotal: Projected Debt Service on Proposed Capital Projects					\$ —	\$ —	\$ —	\$ —	\$ —	
E TOTAL PROJECTED SEWER DEBT SERVICE					\$1,569,746	\$1,672,086	\$1,713,599	\$1,525,378	\$1,341,653	

No recommendations for debt financing.

FY2026 RECOMMENDED PROJECTS - RECREATION FUND DEBT (Table IV)

TABLE IV: FY2026 RECOMMENDED PROJECTS - RECREATION and COMMUNITY PROGRAMS DEBT										
Project	Amount Financed	Term	Interest Rate	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
1 None Proposed	\$ —	---	—%		\$ —	\$ —	\$ —	\$ —	\$ —	
TOTAL PROJECT COSTS	\$ —				\$ —	\$ —	\$ —	\$ —	\$ —	
AUTHORIZED RECREATION REVENUE DEBT SERVICE				FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
A Subtotal: Approved and Issued Debt Service					\$ —	\$ —	\$ —	\$ —	\$ —	
B Subtotal: Approved and Unissued Debt Service					\$ —	\$ —	\$ —	\$ —	\$ —	
C Total: Approved Debt Service					\$ —	\$ —	\$ —	\$ —	\$ —	
D Subtotal: Projected Debt Service on Proposed Capital Projects					\$ —	\$ —	\$ —	\$ —	\$ —	
E TOTAL PROJECTED DEBT SERVICE					\$ —	\$ —	\$ —	\$ —	\$ —	

No recommendations for debt financing.

For FY2026 there are no new requests for debt financing, and no existing debt service obligated to the Recreation Enterprise Fund, however this budget does include a contribution of \$100,000 from the Recreation Enterprise Fund to offset General Fund debt service for the Pine Meadows Clubhouse which was approved at the 2024 Annual Town Meeting.

FY2026 RECOMMENDED PROJECTS - FUNDING THROUGH PROPOSITION 2½ DEBT EXCLUSION (Table V)

TABLE V: FY2026 RECOMMENDED PROJECTS - FUNDING THROUGH PROPOSITION 2½ DEBT EXCLUSION										
Project	Amount Financed	Term	Interest Rate	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
Project that is a potential candidate for debt exclusion										
Lexington High School Construction - (\$654,000,000)	\$554,000,000	—	—%		\$ —	\$ 268,624	\$ 11,807,078	\$ 24,609,646	\$ 33,830,160	
Subtotal	\$554,000,000				\$ —	\$ 268,624	\$ 11,807,078	\$ 24,609,646	\$ 33,830,160	
APPROVED AND PROPOSED EXCLUDED DEBT SERVICE				FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
Subtotal: Approved and Issued Debt					\$ 16,100,441	\$ 15,462,795	\$ 14,701,017	\$ 12,014,897	\$ 10,350,771	
Subtotal: Approved and Unissued Debt					\$ 190,000	\$ 401,390	\$ 388,880	\$ 376,370	\$ 363,860	
Total: Approved Excluded Debt Service					\$ 16,290,441	\$ 15,864,185	\$ 15,089,897	\$ 12,391,267	\$ 10,714,631	
Proposed Exempt Debt Service (above)					\$ —	\$ —	\$ —	\$ —	\$ —	
Total Approved and Proposed Excluded Debt Service					\$16,591,920	\$16,290,441	\$15,864,185	\$15,089,897	\$12,391,267	\$ 10,714,631
Projected Future Debt Service - LHS Construction Funding					\$ —	\$ 268,624	\$ 11,807,078	\$ 24,609,646	\$ 33,830,160	
Total Projected Debt Service					\$16,591,920	\$16,290,441	\$16,132,809	\$26,896,975	\$37,000,913	\$ 44,544,791
Less: Portion of Debt Service Paid Within-Levy Per Per CSF Policy					\$ —	\$ —	\$ (6,563,050)	\$ (6,563,050)	\$ (6,563,050)	
Less: Use of Capital Stabilization Fund to Mitigate Debt Service Impacts on Property Tax Bills					\$ —	\$ —	\$ (2,000,000)	\$ (9,700,000)	\$ (14,800,000)	
Net Excluded Debt Service					\$16,591,920	\$16,290,441	\$16,132,809	\$18,333,925	\$20,737,863	\$ 23,181,741

1. Lexington High School Construction Project - Construction (\$654,000,000) - Lexington High School was invited into the Massachusetts School Building Authority School Building (MSBA) Grant Program in June 2022, and since that time has been moving through the modules of the MSBA's prescribed process. A School Building Committee (SBC) was formed to oversee the project and the Town selected Dore and Whittier as the Owners Project Manager (OPM), and Symmes Maini and McKee Associates (SMMA) as the Designer. These representatives are the project team for the duration of the LHS project.

The project is currently in Phase 3 - Feasibility Study of the MSBA process, and in November 2024 the SBC voted to select the "Bloom" massing study as the preferred conceptual design. The Bloom design is all new construction to be located on the fields next to the existing Lexington High School. This preferred design has been submitted to the MSBA, and if approved will move into Phase 4 - Schematic Design.

Special Town Meeting 2022-2 appropriated \$1,825,000 for the Feasibility Study, and in FY2025 Town Meeting appropriated \$10,000,000 is to advance the project through the Schematic Design Phase.

Current estimates approximate the construction will cost \$654,000,000, which is requested in the FY2026 budget. To move forward this project will require a Proposition 2½ debt exclusion vote in addition to Town Meeting approval, both expected to occur in Fall 2025. If successful, debt service related to this project will be excluded from the limits of Proposition 2½, and principal and interest on long- and short-term debt will be funded outside the levy limit. The Town expects that the MSBA will contribute approximately \$100,000,000 to the project which will reduce the amount the Town must borrow. Debt service will begin to be recognized in FY2027 and will increase in the following years, likely peaking in FY2030-2032. As outlined in the policy section of this document the Town's fiscal guideline to set-aside tax levy from new development is expected to partly offset Exempt Debt Service beginning in FY2028.

Detailed information about the Lexington High School construction timing, location, design, cost estimates, public engagement, committee meetings and frequently asked questions are all available on the School Building Project website at: www.lhsproject.lexingtonma.org.

FY2026 RECOMMENDED PROJECTS - Community Preservation Act Debt (Table VI)

TABLE VI: FY2026 RECOMMENDED PROJECTS - COMMUNITY PRESERVATION ACT DEBT										
	Project	Amount Financed	Term	Interest Rate	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
1	None Proposed	\$ —	—	—%		\$ —	\$ —	\$ —	\$ —	\$ —
TOTAL PROJECT COSTS		\$ —				\$ —	\$ —	\$ —	\$ —	\$ —
AUTHORIZED CPA REVENUE DEBT SERVICE					FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
A Subtotal: Approved and Issued Debt						\$ —	\$ —	\$ —	\$ —	\$ —
B Subtotal: Approved and Unissued Debt						\$ —	\$ 590,000	\$ 567,500	\$ 545,000	\$ 522,500
C Total: Approved Debt Service						\$ —	\$ 590,000	\$ 567,500	\$ 545,000	\$ 522,500
D Subtotal: Projected Debt Service on Proposed Capital Projects						\$ —	\$ —	\$ —	\$ —	\$ —
E TOTAL PROJECTED DEBT SERVICE						\$ 681,200	\$ 590,000	\$ 567,500	\$ 545,000	\$ 1,045,000

No recommendations for debt financing.

FY2026 RECOMMENDED PROJECTS - Compost Revolving Fund (Table VII)

TABLE VII: FY2026 RECOMMENDED PROJECTS - Compost Revolving Fund										
	Project	Amount Financed	Term	Interest Rate	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
1	None Proposed	\$ —	—	—%		\$ —	\$ —	\$ —	\$ —	\$ —
TOTAL PROJECT COSTS		\$ —				\$ —	\$ —	\$ —	\$ —	\$ —
AUTHORIZED REVENUE SUPPORTED DEBT SERVICE					FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
A	Subtotal: Approved and Issued Debt					\$ 174,496	\$ 111,226	\$ 14,338	\$ 13,838	\$ 13,438
B	Subtotal: Approved and Unissued Debt					\$ 73,255	\$ 70,564	\$ 67,873	\$ 65,182	\$ 62,491
C	Total: Approved Revenue Supported Debt Service					\$ 247,751	\$ 181,790	\$ 82,211	\$ 79,020	\$ 75,929
D	Subtotal: Projected Debt Service on Proposed Capital Projects					\$ —	\$ —	\$ —	\$ —	\$ —
E	TOTAL PROJECTED DEBT SERVICE					\$ 181,966	\$ 247,751	\$ 181,790	\$ 82,211	\$ 79,020

No recommendations for debt financing.

FY2026 RECOMMENDED PROJECTS - CASH CAPITAL (Table VIII)

TABLE VIII: FY2026 RECOMMENDED FUNDING FROM REVENUES (Cash by Source)										
Project	Free Cash	Tax Levy	Water/Sewer Retained Earnings	Recr. Retained Earnings	Enterprise Operating Funds	CPA*	Other Funds**	Total Cost	Other ***	
SCHOOL PROJECTS & PROGRAMS										
1 LPS Technology Program	\$ 1,500,910							\$ 1,500,910		
SUBTOTAL	\$ 1,500,910	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 1,500,910	\$ —	
FACILITIES										
2 Public Facilities Bid Documents	\$ 125,000							\$ 125,000		
3 Public Facilities Interior Finishes	\$ 468,000							\$ 468,000		
4 School Paving and Sidewalks	\$ 200,000							\$ 200,000		
5 Central Administration Building Demolition	\$ 3,550,000							\$ 3,550,000		
6 Municipal Building Envelopes and Associated Systems	\$ 863,579	\$ 236,421						\$ 1,100,000		
7 Estabrook Elementary School Nurse Bathroom Renovation	\$ 300,000							\$ 300,000		
SUBTOTAL	\$ 5,506,579	\$ 236,421	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 5,743,000	\$ —	
MUNICIPAL PROJECTS & PROGRAMS										
8 Transportation Mitigation	\$ 61,957						\$ 18,043	\$ 80,000		
9 Cotton Farm/Community Center Connector						\$ 300,000		\$ 300,000		
10 Simond's Brook Conservation Area Trail Design & Engineering						\$ 75,000		\$ 75,000		
11 Replacement Pumper Truck	\$ 1,100,000							\$ 1,100,000		
12 Pine Meadows Equipment				\$ 70,000				\$ 70,000		
13 Park Improvements - Athletic Fields	\$ 2,000,000					\$ 1,197,904		\$ 3,197,904		
14 Lincoln Park Field Improvements	\$ 340,000	\$ 750,000				\$ 860,000		\$ 1,950,000		
15 Lincoln Park Parking Lot - Design	\$ 375,000							\$ 375,000		
16 Park and Playground Improvements						\$ 1,490,000		\$ 1,490,000		
17 Equipment Replacement	\$ 1,816,000		\$ 352,000					\$ 2,168,000		
18 Sidewalk Improvements	\$ 870,000							\$ 870,000		
19 Street Improvements		\$2,726,806						\$ 2,726,806		
20 Hydrant Replacement Program	\$ 75,000		\$ 75,000					\$ 150,000		
21 Stormwater Management Program	\$ 2,642,500							\$ 2,642,500		
22 Sanitary Sewer System Investigation and Improvements			\$ 482,431		\$ 600,000			\$ 1,082,431		
23 Water Distribution System Improvements			\$1,134,940		\$1,200,000			\$ 2,334,940		
24 Pump Station Building Improvements			\$ 200,000					\$ 200,000		
25 New Sidewalk Installations	\$ 150,000							\$ 150,000		
26 Adams Street Intersections Improvements (@East; @Hancock)	\$ 325,000							\$ 325,000		
27 DPW Building Improvements	\$ 120,000							\$ 120,000		
28 Municipal Technology Improvement Program	\$ 150,000							\$ 150,000		
29 Network Redundancy & Improvement Plan	\$ 760,000							\$ 760,000		
30 Document Conservation						\$ 21,000		\$ 21,000		
SUBTOTAL	\$10,785,457	\$4,226,806	\$2,244,371	\$ 70,000	\$1,800,000	\$ 3,943,904	\$ 18,043	\$23,088,581	\$ —	
OTHER CPA FUNDED PROJECTS										
31 LexHAB Affordable Housing Support, Restoration, Preservation & Decarbonization						\$ 494,140		\$ 494,140		
32 Affordable Housing Trust (AHT) Funding						\$ 3,000,000		\$ 3,000,000		
33 Lexington Historical Society						\$ 57,800		\$ 57,800		
SUBTOTAL	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 3,551,940	\$ —	\$ 3,551,940	\$ —	
TOTAL	\$17,792,946	\$4,463,227	\$2,244,371	\$ 70,000	\$1,800,000	\$ 7,495,844	\$ 18,043	\$33,884,431	\$ —	

* CPA totals do not include proposed FY2026 administrative budget of \$150,000.

**Other Funds include the Transportation Network Company (TNC) Special Revenue Fund, Ambulance Stabilization Fund and BAN Premiums received from prior issuances.

School Department Projects

- 1. LPS Technology Program - \$1,500,910 (Free Cash):** This request addresses the District's strategic goal for enhancing the capacity to utilize technology as an instructional and administrative tool. The request will continue to support student access to devices to allow for innovative learning methods that integrate supportive technologies, problem-based approaches and higher order thinking skills. It also maintains and improves, when needed, current infrastructure such as networks, access points and servers. The capital improvement request for FY2026 would provide funding for the following:

Tech Workstations - \$213,150 is requested for this category of the capital project. Replace Unit A (all classroom teachers, counselors, librarians and staff working under the teacher contract; Unit A) workstations and peripheral devices (laptops, desktops, printers and monitors). Prices have remained relatively stable for all devices in this category (170 laptops @\$1,125 each, 10 printers @ \$300 each, 15 monitors @\$260 each, 15 workstations at \$1,000 each).

PreK-5 Mobile Devices - \$299,000 is requested to replace end-of-life iPads across all district Kindergarten classes (260 iPads @ \$400 each) and to install Classroom Frequency Modulated Systems for students with diminished hearing and neurodiverse students (3 schools @ \$65,000).

1:1 Middle School Program - \$209,000 is requested to fund 500 Chromebooks for 6th graders entering Diamond and Clark Middle Schools. All middle school students have 1:1 devices and the devices follow them through middle school (three year life span). Generally, by the end of middle school, many devices have reached their end of life due to use. These Chromebooks are more expensive than the high school devices due to their having dual cameras and touch screens. (500 Chromebooks @ \$418 each). The previous model has been discontinued, and the newer model is more expensive.

1:1 at Lexington High School - \$211,250 is requested to purchase 620 Chromebooks for 9th graders. All high school students, once provided a device in 9th grade or upon entering the high school, have the device through their senior year (four-year life span), (625 Chromebooks @ \$338 each).

Science/Technology/Engineering/(Art)/Math (STEM/STEAM)/Computer Science - \$51,000 is requested to update computer labs at the High School level and purchase STEM/STEAM based curricular materials. The high school world language lab will be updated next year (\$45,000 for one lab, \$6,000 for STEM/STEAM Materials). Digital Learning Coaches (DLCs) work with all department heads that are holding curriculum reviews. The small amount of money allocated for STEM/STEAM may result in equipment being piloted or may also replace some equipment currently being used (elementary small robots for coding, etc.).

Interactive Projectors/Whiteboard Units and Document Cameras - \$228,910 is requested for this category of the capital project.

- Replace 48 interactive projectors districtwide. This equips buildings with a touch-activated, interactive system and soundbar. The replacements will begin with the oldest model per school until all systems are within a 7 year window with all of the same functionality (48 projectors @ \$4,700 each).
- The request will also replace 5 document cameras at Lexington Middle and High School. All elementary schools have had document cameras replaced, and upgrades have been made

in many middle school classrooms as well. A small number of replacement devices are needed for FY2025 (5 document cameras @ \$662 each).

District and Building Network Infrastructure - \$268,600 is requested to replace end of life Wireless Access Points (WAPs) at both middle schools and switches across all elementary schools. This is a phased project and WAPs will be replaced in all elementary schools in subsequent years. Due to the impending high school building project and a final determination for the current Central Office, WAPs and cabling for those sites have been deferred. The current five year capital submission also includes anticipated costs for future replacement of the district's core and firewalls with the building of a new high school and possible relocation of Central Office.

Server/Storage Infrastructure - \$20,000 is requested to maintain and upgrade any server related hardware.

Department of Public Facilities Projects

- 2. Public Facilities Bid Documents - \$125,000 (Free Cash):** This is an annual request for funding professional services to produce design development, construction documents and/or bid administration services for smaller projects in anticipation of requests for construction funding at town meeting that have a high probability of approval. This will ensure that both municipal and school projects can be completed in the then-current construction season, which is particularly important for the timely completion of school building projects given the short window between the end of school in June and the end of summer. There has been a steady uptick in the number of projects requiring these services in recent years.
- 3. Public Facilities Interior Finishes - \$468,000 (Free Cash):** Initiated in FY2011, this is an annual request for funds to be used for the replacement of flooring systems in municipal and school buildings and interior finishes including mill work, ceiling work, tile work, countertop replacement and bathroom finish renovations. The goal of this annual program is to ensure failing systems are replaced and are safe for all users. The FY2026 request will allow the Department of Public Facilities to complete approximately four classroom flooring systems in six buildings and prioritize other floors requiring attention. This request also covers other building finishes, based on priority.

Projects recently completed include replacement of flooring in 30 classrooms at Harrington Elementary, 8 bathroom renovations at Diamond Middle school, and the renovation of two single-stall bathrooms in the Town Office Building. Future improvements are expected to include classroom flooring at Clarke, Diamond, Bowman, Bridge, Harrington and Fiske schools.

- 4. School Paving and Sidewalks - \$200,000 (Free Cash):** This capital request provides 'as needed' replacement of sidewalks, hardscape for playgrounds, bus loops, and parking areas on school grounds. Extraordinary repairs for school paving areas are necessary to maintain parking and pedestrian surfaces in a condition suitable for public safety and highlights the Safe Routes to School.

Projects recently completed include the full driveway and sidewalk replacement at Diamond middle school. The FY2026 request will fund repairs at the Bowman School rear play area, parking lot, and access road.

- 5. Central Administration Building Demolition - \$3,550,000 (Free Cash):** This project will demolish the old Harrington School, which has been repurposed as Central Administration Offices for the school department. School offices are planned to move into the renovated 173 Bedford Street. As the high school construction project will create a shortage of playing fields, the Recreation Department would construct up to three fields which would help significantly during the LHS construction period once the building is demolished.
- 6. Municipal Building Envelopes and Associated Systems - \$1,100,000 (\$863,579 Free Cash, \$236,421 Tax Levy):** This request is for continued funding of Municipal Building Envelopes and Systems projects as approved in a 2006 operating override in the amount of \$150,000, annually increased by 2.5%. The FY26 request is to begin the exterior envelope maintenance including windows, caulking, masonry sealing, paint, etc. The request in FY26 and 28 are in excess of the typical 2.5%, a decision was made to request for the entire project instead of waiting a few years until the budget accumulated the required amount.
- 7. Estabrook Elementary School Nurse Bathroom Renovation - \$300,000 Free Cash:** This project is to renovate the Estabrook nurses bathroom to provide proper facilities to service students with significant special physical needs. This requires an expansion of the footprint to the bathroom into the nurses suite and installation of a Hoyer lift. Wall construction, structural, finishes, electrical, plumbing will all need to take place in the nurses suite.

Municipal Projects

- 8. Transportation Mitigation - \$80,000 (\$61,957 Free Cash, \$18,043 Transportation Network Company (TNC) Special Revenue Fund):** This annual capital request is to support the ongoing work of the Transportation Safety Group (TSG). The TSG is staffed by the Planning, Engineering, School and Police Departments. Between FY2008 and FY2011, Town Meeting appropriated funds to collect data, perform analysis, review citizen requests and recommendations for various Townwide transportation improvements in support of the Traffic Mitigation Group (dissolved in 2012 and later reconstituted as the TSG).
- 9. Cotton Farm/Community Center Connector - \$300,000 (CPA):** This request is for the surveying, engineering and design plans for a trail connection (Universally Accessible (UA) if feasible) between Cotton Farm and the Lexington Community Center. This trail addition would add approximately 0.4 miles to the existing trail system within Lexington.
- 10. Simond's Brook Conservation Area Trail Design & Engineering - \$75,000 (CPA):** This request is for the surveying, engineering and design plans for a new trail connection (and closure of the existing wet trail connection) in Simond's Brook Conservation Area between the end of Rangeway Street and the existing trail entering from Grove Street in order to close and restore an existing section of environmentally sensitive wetlands trail that is in very poor condition, and in turn will accommodate a new ACROSS Lexington Route in the northwestern section of Lexington.
- 11. Replacement Pumper Truck - \$1,100,000 (Free Cash):** This request is to replace the department's 2004 reserve pumper truck. The useful life of a pumper truck is approximately 20 years, 10 years as a frontline vehicle, and another 10 as a reserve. This pumper was slated to be replaced in FY2023 but the purchase had to be deferred as the 2007 pumper was a priority replacement due to significant deterioration.

- 12. Pine Meadows Equipment - \$70,000 (Recreation Retained Earnings):** This request is to purchase a new Toro Triplex greens mower replacing the 2009 Jacobsen mower and a Toro Workman utility vehicle replacing the 2006 Toro Workman utility vehicle. The life expectancy of a greens mower is ten to thirteen years for a utility vehicle.
- 13. Park Improvements - Athletic Fields - Harrington \$3,197,904 (\$2,000,000 Free Cash, \$1,197,904 CPA):** This request is to construct new athletic fields at 146 Maple Street, the current location of the LPS Central Office Building. This project is contingent upon the Lexington Public Schools administrative offices being relocated (see Municipal Project #5). This project calls for the installation of two full-size multi-purpose fields (330' x 195'). These fields would be lighted and other amenities would include expanding the parking area outside of school traffic lanes and constructing ADA accessible pathways that connect the parking areas to the different fields throughout the site.
- 14. Lincoln Park Field Improvements - \$1,950,000 (\$340,000 Free Cash, \$860,000 CPA, \$750,000 Tax Levy):** This project will conduct an end-of-life synthetic turf replacement and reconstruction of athletic Field #3 at Lincoln Park. The project includes removal of the existing surface and installation of new turf. Work may also include walkways, seating, storage, improved lighting, player benches, scorers table, netting, scoreboard, and landscaping.
- 15. Lincoln Park Parking Lot - Design - \$375,000 (Free Cash):** This request is for design and engineering services to replace and reconfigure the Lincoln Park parking lot. The current parking lot and traffic flow has been problematic for many years due to the size of the spaces and the entry/exit points. The Transportation Safety Group has assessed the parking lot and agrees that improvements are needed to improve the flow and minimize the safety concerns.
- 16. Park and Playground Improvements - Center Playground \$1,490,000 (CPA) -** This project is to update and replace the playground equipment and install safety surfacing at the Center Playground at the Center Recreation Complex. The new playground will feature poured-in-place safety surfacing (as compared to the engineered wood fiber that is there currently) and will provide universal access to the play components and elements to ensure the playground is welcoming and accessible to individuals of all ages and abilities. The playground equipment at the Center Playground was last replaced in 2006. Play structures typically have a life cycle of 15-20 years based on use.
- 17. Equipment Replacement - \$2,168,000 (\$1,816,000 Free Cash; \$224,500 Water Retained Earnings; \$127,500 Wastewater Retained Earnings):** This is an annual request to replace equipment that is beyond its useful life and whose mechanical condition no longer meets the requirements of the Department of Public Works (DPW). The DPW has an inventory of 146 pieces of equipment including sedans, hybrid SUVs, construction vehicles and specialized equipment used to mow parks, plow snow, repair streets and complete a variety of other projects. Without regular equipment replacement, the efficiency and cost effectiveness of the DPW's operations would be handicapped due to equipment down time and excessive repair costs.

Each piece of equipment is inventoried with original and current replacement cost, state of condition and replacement time interval. Replacement intervals vary from 5 to 20 years and are based on manufacturer recommendations and use (type and duration).

The selection of vehicles to be replaced begins with the proposed replacement date. Then each vehicle is assessed as to its mechanical condition and work requirements. The systematic

replacement program defines what equipment is expected to need replacement during the next five years with the intent of preventing any unexpected emergency purchases. Annual updates are conducted by the Equipment Maintenance Division, Division Superintendents and reviewed by the Manager of Operations and Director of Public Works.

The FY2026 request, by funding source, is shown in the table below.

Equipment	Free Cash	Sewer RE	Water RE	Total
Valve Turner Equipment			\$ 97,000	\$ 97,000
Rubber Tired Excavator		\$ 127,500	\$ 127,500	\$ 255,000
Vehicle Lifts Equipment Bays	\$ 300,000			\$ 300,000
Dump Truck with Plow	\$ 315,000			\$ 315,000
Dump Truck with Plow	\$ 315,000			\$ 315,000
Propane Conversion for Gasoline Motors	\$ 41,000			\$ 41,000
Compact Loader	\$ 135,000			\$ 135,000
Heavy Duty Chipper Truck	\$ 295,000			\$ 295,000
Buffalo Air Blower	\$ 40,000			\$ 40,000
Vacuum Street Sweeper	\$ 375,000			\$ 375,000
	\$1,816,000	\$ 127,500	\$ 224,500	\$ 2,168,000

18. Sidewalk Improvements - \$870,000 (Free Cash): This request is to rebuild and/or repair existing sidewalks that are in poor condition. DPW, in conjunction with various committees and other town departments, will generate a list each year of the sidewalks most in need of repair/replacement based on four determining factors:

- i. Is the sidewalk unsafe for travel due to trip hazards, defects, etc.
- ii. Is the sidewalk within the Safe Routes to School Program
- iii. Is the volume of pedestrian traffic heavy, light or average
- iv. Is the general condition of the sidewalk poor, fair or good which dictates treatments such as full reconstruction, overlay or patching

DPW currently reviews 30% of sidewalks annually to identify the work to be done. Sidewalks considered for FY2026 funding include:

Fessenden Way	1000 LF Asphalt
Marshall Rd. (Fessenden to Woburn)	375 LF Asphalt
Rolfe Rd.	700 LF Asphalt
Rogers Rd.	300 LF Asphalt
Lowell St. (North to Burlington Line)	2000 LF Asphalt
Burroughs Rd.	2200 LF Asphalt
Holmes Rd.	1500 LF Asphalt
Thoreau Rd. (Holmes to Emerson)	500 LF Asphalt
Alcott Rd.	700 LF Asphalt
Suzanne Rd. (Brent to #11)	1300 LF Asphalt
Brent Rd.	2300 LF Asphalt
Hathaway Rd. (Sedge to Dead End)	1500 LF Asphalt
Elena Rd.	700 LF Asphalt
Birch Hill Lane	900 LF Asphalt
Pheasant Lane	1000 LF Asphalt
Phinney Rd.	1400 LF Asphalt
Tufts Rd. (Phinny to Marrett)	550 LF Asphalt
Spring St. (Rt. 2 Bridge to #164)	600 LF Asphalt
Hampton Rd.	450 LF Asphalt
Piper Rd. (Waltham to #7)	600 LF Asphalt
Kitson Park Dr.	600 LF Asphalt

The following table presents the recent history of Sidewalk appropriations:

FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000

19. Street Improvements - \$2,726,806 (Tax Levy): This is an annual request for the street resurfacing and maintenance program. In addition to the \$2,726,806 appropriated from the tax levy, \$964,592 of Chapter 90 funds will be utilized. (Chapter 90 funding is based on Lexington’s most recent allocation and on the current state allocation of \$200 million statewide.) Funds will be used for design, inspections, planning, repair, patching, crack sealing and construction of roadways and roadway related infrastructure including repair and installation of sidewalks. A pavement management system is utilized to assist in analyzing the road network and selecting roadways for repairs. This funding will allow for the proper improvements and repair of Lexington’s streets and sidewalks, increasing their quality and safety. A preliminary list of the streets to be repaired under this article is currently being developed. Streets anticipated for completion include Hartwell Place, Hartwell Ave from the Bridge to Wood Street, Bartlett Ave, Pearl St, Arcola St, Constitution Road neighborhood, Currier Court, Howard Munroe Place, Simonds Road, Mass Ave from Woburn Street to Tower Road and Ingleside neighborhood.

Street Improvements - Financing Components	
---------------------------------------------------	--

	FY26
2001 Override Increased by 2.5% per year	\$ 798,851
Maintenance of unallocated revenue from FY2012 Revenue Allocation Model	\$ 281,234
Maintenance of unallocated revenue from FY2013 Revenue Allocation Model	\$ 164,850
FY2014 Health Insurance Savings	\$ 1,100,000
Additional Tax Levy Funding	\$ 381,871
Estimated Chapter 90 Aid	\$ 964,592
	Total \$ 3,691,398
	Without Chapter 90 \$ 2,707,321

20. Hydrant Replacement Program - \$150,000 (\$75,000 Free Cash, \$75,000 Water Retained Earnings): This is an ongoing replacement program designed to maintain the integrity of the fire protection system throughout town. Faulty hydrants need to be replaced to meet safety requirements. A list of hydrants needing replacement is generated each year during the annual inspection and flushing of hydrants by the Water and Fire Departments. The Town of Lexington has 1,747 fire hydrants in its fire protection system and the goal is to replace approximately 45 hydrants per year at a cost of \$3,500 per hydrant, with labor covered by the operating budget. The expected life of a hydrant is 50 years.

21. Stormwater Management Program - \$2,642,500 (Free Cash): This program was created in FY2025 to combine three former programs related to stormwater management into one annual request: Townwide Culvert Replacement, Storm Drain Improvements and NPDES Compliance, and Comprehensive Stormwater Management. Many of the challenges and solutions are multi-pronged and cross over between the three programs, which creates complications in the selection and awarding of projects. By combining these projects, it creates more flexibility and agility for the Department for the improvements of stormwater throughout Lexington. The aggregated funding will be utilized for supporting the National Pollutant Discharge and Elimination System (NPDES) program with an emphasis on Illicit Discharge Detection and Elimination (IDDE) and nutrient removal which are both required by the Environmental Protection Agency (EPA) Municipal Separated Storm Sewer System (MS4) permit. These regulations are focused around improving water quality. Additionally, this request will support the stream management plan, culvert replacement and rehabilitation program, and storm drain improvements to mitigate flooding.

22. Sanitary Sewer System Investigation and Improvements - \$1,082,431 (\$600,000 Wastewater User Charges, \$482,431 Sewer Retained Earnings): This annual program provides for rehabilitation of sanitary sewer infrastructure. The Town's sanitary sewer infrastructure is made up of approximately 176 miles of main line, 8.5 miles of force main and 5,280 manholes. Work will include replacement or repair of deteriorated sewers, force mains and manholes in order to improve flow and reduce inflow and infiltration into the system. Engineering investigation and evaluation will continue on sewers throughout town, including those in remote, hard to access areas. These capital investments improve the operation of the sewer system, reduce backups and potential overflows, prevent system malfunctions and reduce the measured flows through the MWRA meter.

Beginning in FY2021, the funding source for this ongoing capital replacement program has been gradually shifting to Wastewater user charges, with the ultimate goal of transitioning the entire program to cash funding over 10 years. This is the sixth year of transition and \$600,000 is being requested from user fees.

- 23. Water Distribution System Improvements - \$2,334,940 (\$1,200,000 Water User Charges; \$1,134,940 Water Retained Earnings):** This is an annual program that replaces unlined, inadequate, aged and vulnerable water mains, deteriorated service connections and eliminates dead ends in the water mains. The Town completed a hydraulic model for the entire distribution network and an asset management plan for replacing the Town's aging water infrastructure that will ensure a proactive approach for keeping Lexington's water both safe and reliable. The model identifies areas of vulnerability, water main aging, and those areas with low volumes and pressures. The asset management plan recommends the replacing 1% of our water mains on an annual basis.

Beginning in FY2021, the funding source for this ongoing capital replacement program has been gradually shifting to Water user charges, with the ultimate goal of transitioning the entire program to cash funding over 11 years. While rate payers may pay slightly higher water rates in the short-term, significant debt service savings will be realized, resulting in lower overall costs in the long-term. This is the sixth year of transition and \$1,200,000 is being requested from water user fees.

Water mains were recently replaced on Eldred Street and Lowell Street. Several water mains were replaced as part of a joint effort with the Town of Burlington and the Massachusetts Water Resource Authority, including a high priority replacement along Lowell Street and North Street.

- 24. Pump Station Building Improvements - \$200,000 (Sewer Retained Earnings):** This project will provide building, safety, and equipment improvements at the Town's ten pump stations. In FY2026 windows and doors will be replaced at the main station.
- 25. New Sidewalk Installations - \$150,000 (Free Cash):** This project is for survey work for future installation of sidewalks along Burlington Street and North Street, following the Transportation Safety Group's bicycle and pedestrian priority plan. Requests for funding of design and construction work is expected in future years.
- 26. Adams Street Intersections Improvements (@East; @Hancock) - \$325,000 (Free Cash):** This request is for funding complete design for improvements of two intersections - Adams Street @ Hancock Street and Adams Street @ East Street. Previously, concepts of each intersection have been created by the Town's engineering consultant and funding is in place to bring a chosen concept up to 25% design. This request is to complete the design of the intersections and create bid documents for construction.
- 27. DPW Building Improvements - \$120,000 (Free Cash):** This project will address DPW building improvements that are not covered by the Public Facilities Department. The buildings under this program are the Public Services Building, the Cemetery Admin/Maintenance Building, the Compost Site Office Building and the storage buildings at Munroe Cemetery. The FY2026 request is to replace all of the exterior doors at the Public Services Building.

28. Municipal Technology Improvement Program - \$150,000 (Free Cash): This capital program funds major municipal technology improvements including servers, Storage Area Network (SAN)/data arrays and other critical Town hardware and components. New infrastructure is obtained with a focus to achieve technical consolidation, energy savings, reduction in financial burdens and reduction in staff maintenance time while increasing management efficiencies, increasing reliability and introducing new capabilities.

The request for FY2026 will fund the purchase and installation of additional storage. This storage will be used to expand existing storage space and/or backup storage.

29. Network Redundancy & Improvement Plan - \$760,000 (Free Cash): This is a multi-phase request to build a standalone fiber network for town computing and communications in an effort to achieve redundancy and vendor-independent capability. The purpose of this program is to both improve the resiliency of the Townwide fiber network and to provide better networked services. This includes enhancement of communications within municipal buildings through the installation of wireless access to our wide area and local area networks. This will protect communication (both data and voice) between sites that are assessed as critical to the daily function and safety of the Town. The first phase of this project in FY2023 was \$945,000 to construct multi-loop core infrastructure to top-tier critical buildings. The second-phase request of \$988,094 in FY2024 was to complete phase I, and additionally fund fiber connections to tier 2 and tier 3 sites. The third phase request in FY2025 was \$998,500 included the purchase and installation of the equipment to connect the tier 2 and tier 3 sites to the new FMAN and vendor services for network programming assistance. The fourth phase request in FY2026 is to connect another FMAN site and purchase a fiber monitoring and testing appliance.

30. Document Conservation - \$21,000 (CPA): This is an ongoing request to fund the conservation and preservation of historic municipal documents and records and to make them available on the Town's digital archives. This request will fund conservation and preservation of Marriage Intention Ledger, 1909-1913; Marriage Intention Ledger, 1913-1918; Accounting Journal, Cash Book 1895-1896; Sanborn maps of Lexington, 1935; Cash Book, 1882-1887; Accounting Ledger, Town Treasurer, 1880-1889; and Accounting Journal, Expenses, 1885-1892.

Other CPA Funded Projects

31. LexHAB Affordable Housing Support, Restoration, Preservation & Decarbonization - \$494,140 (CPA): This FY2026 request seeks funding for the preservation, rehabilitation, and restoration of over 50 Lexington Housing Assistance Board (LexHAB) affordable housing units. The scope of the work at these units varies by property. There will be preservation, rehabilitation, and restoration projects at one unit which was acquired with CPA funds, and includes a roof replacement. This funding request will also cover preservation projects at 52 LexHAB-operated units not acquired with CPA funds. These include exterior preservation, roof replacement, door replacement, and the installation of gutter guards. All improvements are intended to ensure the continued safety and functionality of the units. The request also includes the replacement and conversion of the HVAC system at four units as part of LexHAB's decarbonization efforts and also seeks funding support to subsidize the rents of LexHAB's lowest income tenants.

32. Affordable Housing Trust (AHT) Funding - \$3,000,000 (CPA): This request is to fund the Lexington AHT by providing CPA seed money for affordable housing, and to allow the AHT greater flexibility in purchasing property and competing with for-profit developers in the real estate market. See Appendix C for more detail.

33. Lexington Historical Society - \$57,800 (CPA): This request is to replace the deteriorating roof of the Hancock-Clarke House. Work will include removal of the existing roof material and installation of new roofing, ice and water shields, and fabrication of new valleys.

Table IX: Deferred FY2026 and Proposed FY2027-FY2030 Capital Requests

Ongoing Capital Programs - General Fund							
Dept.	Project Name	Deferred FY2026	FY2027	FY2028	FY2029	FY2030	Total
<i>Public Facilities</i>							
	Public Facilities Bid Documents	\$ —	\$ 125,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 575,000
	Public Facilities Interior Finishes	\$ —	\$ 486,720	\$ 506,189	\$ 526,437	\$ 547,494	\$ 2,066,840
	School Paving and Sidewalks	\$ —	\$ 225,000	\$ 250,000	\$ 250,000	\$ —	\$ 725,000
	Public Facilities Mechanical/Electrical/Plumbing Replacements	\$ —	\$ 4,565,000	\$ —	\$ 3,000,000	\$ —	\$ 7,565,000
	Municipal Building Envelopes and Associated Systems	\$ —	\$ —	\$ 2,670,000	\$ —	\$ 3,300,000	\$ 5,970,000
	School Building Envelopes and Associated Systems	\$ —	\$ —	\$ —	\$ —	\$ 3,000,000	\$ 3,000,000
		\$ —	\$ 5,401,720	\$ 3,576,189	\$ 3,926,437	\$ 6,997,494	\$ 19,901,840
<i>Public Works</i>							
	Equipment Replacement	\$ —	\$ 1,835,000	\$ 1,355,000	\$ 2,000,000	\$ 1,750,000	\$ 6,940,000
	Sidewalk Improvements	\$ —	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 3,200,000
	Townwide Signalization Improvements	\$ —	\$ 55,000	\$ —	\$ —	\$ —	\$ 55,000
	Street Improvements	\$ —	\$ 2,746,777	\$ 2,767,247	\$ 2,788,230	\$ 2,809,737	\$ 11,111,991
	Stormwater Management Program	\$ —	\$ 2,655,000	\$ 2,332,500	\$ 2,292,500	\$ 2,292,500	\$ 9,572,500
	Hydrant Replacement Program ⁽¹⁾	\$ —	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 300,000
		\$ —	\$ 8,166,777	\$ 7,329,747	\$ 7,955,730	\$ 7,727,237	\$ 31,179,491
<i>Land Use, Housing and Development</i>							
	Transportation Mitigation	\$ —	\$ 80,000	\$ 80,000	\$ 100,000	\$ 100,000	\$ 360,000
		\$ —	\$ 80,000	\$ 80,000	\$ 100,000	\$ 100,000	\$ 360,000
<i>Innovation & Technology</i>							
	Application Implementation	\$ —	TBD	TBD	TBD	TBD	\$ —
	Network Core Equipment Replacement	\$ 100,000	\$ 100,000	\$ 100,000	\$ 700,000	\$ 700,000	\$ 1,700,000
	Municipal Technology Improvement Program	\$ —	\$ 145,000	\$ 100,000	\$ 365,000	\$ 100,000	\$ 710,000
	Network Redundancy & Improvement Plan	\$ —	\$ 250,000	\$ 250,000	\$ 150,000	\$ 150,000	\$ 800,000
	Phone Systems & Unified Communications	\$ —	\$ 80,000	\$ 80,000	\$ 60,000	\$ 60,000	\$ 280,000
	Network Technology Improvements	\$ —	\$ 161,000	\$ 86,000	\$ 86,000	\$ 86,000	\$ 419,000
		\$ 100,000	\$ 736,000	\$ 616,000	\$ 1,361,000	\$ 1,096,000	\$ 3,909,000
<i>Schools</i>							
	LPS Technology Program	\$ —	\$ 1,650,334	\$ 1,630,125	\$ 1,533,875	\$ 1,544,005	\$ 6,358,339
		\$ —	\$ 1,650,334	\$ 1,630,125	\$ 1,533,875	\$ 1,544,005	\$ 6,358,339
<i>Town Manager</i>							
	Sustainable Capital Initiatives	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
	Total Capital Programs - General Fund	\$ 100,000	\$ 16,034,831	\$ 13,232,061	\$ 14,877,042	\$ 17,464,736	\$ 61,708,670
Ongoing Capital Programs - Enterprise Funds							
Dept.	Project Name	Deferred FY2026	FY2027	FY2028	FY2029	FY2030	Total
<i>Public Works</i>							
	Hydrant Replacement Program ⁽¹⁾	\$ —	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 300,000
	Pump Station Upgrades	\$ —	\$ 100,000	\$ 520,000	TBD	TBD	\$ 620,000
	Sanitary Sewer System Investigation and Improvements	\$ —	\$ 1,104,080	\$ 1,126,161	\$ 1,148,684	\$ 1,171,658	\$ 4,550,583
	Water Distribution System Improvements	\$ —	\$ 2,381,639	\$ 2,429,271	\$ 2,477,857	\$ 2,527,414	\$ 9,816,181
		\$ —	\$ 3,660,719	\$ 4,150,432	\$ 3,701,541	\$ 3,774,072	\$ 15,286,764
<i>Recreation & Community Programs</i>							
	Pine Meadows Improvements	\$ —	\$ 130,000	\$ 89,000	\$ 105,000	\$ —	\$ 324,000
	Pine Meadows Equipment	\$ —	\$ 30,000	\$ —	\$ 80,000	\$ —	\$ 110,000
		\$ —	\$ 160,000	\$ 89,000	\$ 185,000	\$ —	\$ 434,000
	Total Capital Programs - Enterprise Funds	\$ —	\$ 3,820,719	\$ 4,239,432	\$ 3,886,541	\$ 3,774,072	\$ 15,720,764

Table IX: Deferred FY2026 and Proposed FY2027-FY2030 Capital Requests

Ongoing and One-time Capital Projects - CPA Fund							
Dept.	Project Name	Deferred FY2026	FY2027	FY2028	FY2029	FY2030	Total
Land Use, Housing and Development	Wright Farm Barn Preservation and Rehabilitation (Step 3)	\$ —	TBD	\$ —	TBD	\$ —	\$ —
	Cotton Farm/Community Center Connector	\$ —	\$ —	TBD	\$ —	\$ —	\$ —
	Simond's Brook Conservation Area Trail Design & Engineering	\$ —	\$ 172,500	\$ —	\$ —	\$ —	\$ 172,500
Recreation & Community Programs	Park and Playground Improvements	\$ —	\$ 1,465,000	\$ —	\$ —	\$ 350,000	\$ 1,815,000
	Park Improvements - Athletic Fields ⁽²⁾	\$2,982,096	\$ 350,000	\$ 250,000	\$ 350,000	\$ 350,000	\$ 4,282,096
	Park Improvements - Site Amenities	\$ —	\$ —	\$ 50,000	\$ —	\$ 50,000	\$ 100,000
	Outdoor Pickleball Courts Construction	\$ —	\$ —	\$ —	\$ —	\$ 2,025,000	\$ 2,025,000
	Center Recreation Complex - Athletic Field Resurfacing	\$ —	\$ —	\$ —	\$ —	\$ 365,000	\$ 365,000
	Park Improvements - Hard Court Surfaces	\$ —	\$ —	\$ —	\$ —	\$ 390,000	\$ 390,000
	Lincoln Park - Boardwalks	\$ —	\$ 830,000	\$ —	\$ —	\$ —	\$ 830,000
Aquatics Improvements	\$ —	\$ —	\$ 125,000	\$ 30,000	\$ 50,000	\$ 205,000	
Town Clerk	Document Conservation	\$ —	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 80,000
Total Capital Projects - CPA Funds		\$2,982,096	\$ 2,837,500	\$ 445,000	\$ 400,000	\$ 3,600,000	\$ 10,264,596
One-Time Capital Projects - General Fund							
Dept.	Project Name	Deferred FY2026	FY2027	FY2028	FY2029	FY2030	Total
Fire	Replacement Pumper Truck	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
	Off Road Fire Engine	\$ —	\$ —	\$ —	\$ 460,000	\$ —	\$ 460,000
	Ambulance Replacement	\$ —	\$ —	\$ 600,000	\$ —	\$ —	\$ 600,000
	Ladder Truck	\$ —	\$ 2,500,000	\$ —	\$ —	\$ —	\$ 2,500,000
Recreation & Community Programs	Park Improvements - Athletic Fields ⁽²⁾	\$ —	\$ 350,000	\$ 250,000	\$ 350,000	\$ 350,000	\$ 1,300,000
	Lincoln Park Parking Lot - Design	\$ —	\$ —	\$ 4,056,360	\$ —	\$ —	\$ 4,056,360
Land Use, Housing and Development	Town-wide Pedestrian & Bicycle Plan Implementation	\$ —	\$ 180,000	\$ 330,000	\$ 1,040,000	\$ —	\$ 1,550,000
Public Facilities	East Lexington Fire Station	\$ —	\$ 1,000,000	\$14,000,000	\$ —	\$ —	\$ 15,000,000
	Existing Field House 5-10 Year Band Aid Plan	\$ —	\$ —	\$ —	\$ 900,000	\$ 8,350,000	\$ 9,250,000
	Clarke HVAC Replacement and Electrification, Roof, Windows, Flooring, Security	\$ —	\$ —	\$ 1,500,000	\$ 2,000,000	\$35,000,000	\$ 38,500,000
	Cary Memorial Library Upper Floors HVAC Renovation	\$ —	\$ 200,000	\$ 1,800,000	\$ 21,000,000	\$ —	\$ 23,000,000
Public Works	Hartwell Ave. Compost Site Improvements	\$ —	\$ 220,000	\$ —	\$ —	\$ —	\$ 220,000
	Cemetery Columbarium Construction	\$ 450,000	\$ 450,000	\$ —	\$ —	\$ —	\$ 900,000
	Public Parking Lot Improvement Design	\$ 528,000	\$ 528,000	\$ —	\$ —	\$ —	\$ 1,056,000
	New Sidewalk Installations	\$ 250,000	\$ 450,000	\$ 5,200,000	\$ —	\$ —	\$ 5,900,000
	Bedford St. and Hartwell Ave. Long-Range Transportation Improvements	\$ —	\$ 1,950,000	\$ —	\$ —	\$ —	\$ 1,950,000
	Adams Street Intersections Improvements (@East; @Hancock)	\$ —	\$ 100,000	\$ —	\$ 5,500,000	\$ —	\$ 5,600,000
	DPW Building Improvements	\$ —	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000
		\$1,228,000	\$ 8,128,000	\$27,936,360	\$ 31,450,000	\$43,900,000	\$ 112,642,360
One-Time Capital Projects - Enterprise Funds							
Dept.	Project Name	Deferred FY2026	FY2027	FY2028	FY2029	FY2030	Total
Public Works	Pump Station Building Improvements	\$ —	\$ 150,000	\$ 150,000	\$ —	\$ —	\$ 300,000
Public Works	Water Tank Rehabilitation	\$ —	\$ 2,600,000	\$ —	\$ 1,300,000	\$ —	\$ 3,900,000
Total Capital Projects - Enterprise Funds		\$ —	\$ 2,750,000	\$ 150,000	\$ 1,300,000	\$ —	\$ 4,200,000

(1) Hydrant replacement Program is split funded between the General Fund and Water Enterprise Fund.

(2) Park Improvements- Athletic Fields is split funded between the General Fund and CPA Fund.

This Page Intentionally Left Blank.



Appendix A: Program Improvement Request Summary





Appendix A: Program Improvement Requests

Shared and Municipal Programs 2000 - 8000
FY2026 Recommended Budget: Program Improvements

Program Improvement Request Summary

Program	Department Requests	Recommended	Not Recommended
General Fund			
Public Facilities	\$ 20,000	\$ 20,000	\$ —
Public Works	\$ 200,000	\$ 200,000	\$ —
Police	\$ 506,912	\$ —	\$ 506,912
Fire	\$ 696,529	\$ —	\$ 696,529
Library	\$ 101,432	\$ —	\$ 101,432
Recreation - Non-Enterprise	\$ 20,000	\$ —	\$ 20,000
Human Services	\$ 32,696	\$ —	\$ 32,696
Health	\$ —	\$ —	\$ —
Land Use, Housing and Development	\$ 142,417	\$ —	\$ 142,417
Select Board	\$ —	\$ —	\$ —
Town Manager's Office	\$ 115,248	\$ 24,000	\$ 91,248
Misc. Boards and Committees	\$ —	\$ —	\$ —
Finance	\$ 145,000	\$ —	\$ 145,000
Town Clerk	\$ —	\$ —	\$ —
Innovation & Technology	\$ 77,604	\$ —	\$ 77,604
Total General Fund Requests	\$ 2,057,838	\$ 244,000	\$ 1,813,838

Non-General Fund

Water/Sewer Enterprise	\$ 50,000	\$ 50,000	\$ —
Recreation Enterprise	\$ 180,000	\$ 80,000	\$ 100,000
Tourism Revolving Fund	\$ 42,475	\$ —	\$ 42,475
Total Non-General Fund	\$ 272,475	\$ 130,000	\$ 142,475

Combined Requests Total	\$ 2,330,313	\$ 374,000	\$ 1,956,313
--------------------------------	---------------------	-------------------	---------------------

GENERAL FUND

Departmental Request	Recommendation
-----------------------------	-----------------------

Program

Description

Public Facilities		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
2600 - Facilities	Solar Canopy and Rooftop System Maintenance	\$ —	\$ 20,000	\$ —	\$ 20,000	\$ 20,000	\$ —
Total Public Facilities		\$ —	\$ 20,000	\$ —	\$ 20,000	\$ 20,000	\$ —

Public Works		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
3320 - Forestry	Additional Removal & Pruning from Tree Inventory	\$ —	\$ 200,000	\$ —	\$ 200,000	\$ 200,000	\$ —
Total Public Works		\$ —	\$ 200,000	\$ —	\$ 200,000	\$ 200,000	\$ —

Police		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
4110 - Police Administration	Deputy Chief Position	\$ 195,000	\$ —	\$ 23,061	\$ 218,061	\$ —	\$ 218,061
4140 - Investigations and Prevention	Fraud Investigator	\$ 111,809	\$ —	\$ 21,854	\$ 133,663	\$ —	\$ 133,663
4110 - Police Administration	Professional Standards Lieutenant	\$ 133,026	\$ —	\$ 22,162	\$ 155,188	\$ —	\$ 155,188
Total Police		\$ 439,835	\$ —	\$ 67,077	\$ 506,912	\$ —	\$ 506,912

Fire		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
4230 - Fire Suppression	Rank Reclassification Captain Shift Commander to Deputy Chief (4 positions) and (4 positions) Lieutenant to Captain Non-Shift Commander	\$ 148,718	\$ —	\$ 2,156	\$ 150,874	\$ —	\$ 150,874
4230 - Fire Suppression	Rank Reclassification 4 Lieutenants to Captain (non- shift commander)	\$ 68,621	\$ —	\$ 995	\$ 69,616	\$ —	\$ 69,616
4230 - Fire Suppression	Shift Commander's Aide/ Tactical Technician (4 positions)	\$ 389,459	\$ —	\$ 86,580	\$ 476,039	\$ —	\$ 476,039
Total Fire		\$ 606,798	\$ —	\$ 89,731	\$ 696,529	\$ —	\$ 696,529

Library		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
5130 - Youth Services	Full Time Teen Services Librarian	\$ 80,038	\$ —	\$ 21,394	\$ 101,432	\$ —	\$ 101,432
Total Library		\$ 80,038	\$ —	\$ 21,394	\$ 101,432	\$ —	\$ 101,432

Recreation - General Fund		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
Community Center	Increase to DPF line item for Community Center Expenses	\$ —	\$ 20,000	\$ —	\$ 20,000	\$ —	\$ 20,000
Total Recreation - General Fund		\$ —	\$ 20,000	\$ —	\$ 20,000	\$ —	\$ 20,000

Human Services		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
6110 - Administration	Community Center Coordinator	\$ 32,229	\$ —	\$ 467	\$ 32,696	\$ —	\$ 32,696
Total Human Services		\$ 32,229	\$ —	\$ 467	\$ 32,696	\$ —	\$ 32,696

Health		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
Total Health		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —

Land Use, Housing & Development		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
7130 - Conservation	Hydraulic Lift gate	\$ —	\$ 5,940	\$ —	\$ 5,940	\$ —	\$ 5,940

7120-Admin	Housing Contract Services	\$ —	\$ 43,200	\$ —	\$ 43,200	\$ —	\$ —
7200 - Planning	Planner	\$ 72,000	\$ —	\$ 21,277	\$ 93,277	\$ —	\$ 93,277
Total Land Use, Housing & Development		\$ 72,000	\$ 5,000	\$ 21,277	\$ 142,417	\$ —	\$ 142,417

Select Board		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
Total Select Board		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —

Town Manager		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
8210 - Org. Dir. & Admin.	Sustainability Coordinator	\$ 70,000	\$ —	\$ 21,248	\$ 91,248	\$ —	\$ 91,248
8210 - Organizational Direction and Administration	Solar Assessment*	\$ —	\$ 24,000	\$ —	\$ 24,000	\$ 24,000	\$ —
Total Town Manager		\$ 70,000	\$ 24,000	\$ 21,248	\$ 115,248	\$ 24,000	\$ 91,248

Town Committees		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
Total Town Committees		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —

Finance		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
8420 - Treasurer/Collector	Tyler ERP/Cashiering Module	\$ —	\$ 145,000	\$ —	\$ 145,000	\$ —	\$ 145,000
Total Finance		\$ —	\$ 145,000	\$ —	\$ 145,000	\$ —	\$ 145,000

Town Clerk		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
Total Town Clerk		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —

Innovation & Technology		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
8600 - IT	Senior Network Administrator (Reclass Current Position)	\$ 5,198	\$ —	\$ 75	\$ 5,273	\$ —	\$ 5,273
8600 - IT	Director - Personal Town-Issued Vehicle	\$ —	\$ —	\$ —	\$ 65,000	\$ —	\$ 65,000
8600 - IT	Senior Applications and Systems Administrator (Reclass Current Position)	\$ 7,226	\$ —	\$ 105	\$ 7,331	\$ —	\$ 7,331
Total Innovation & Technology		\$ 12,424	\$ 65,000	\$ 180	\$ 77,604	\$ —	\$ 77,604

Total General Fund \$ 1,313,324 \$ 523,140 \$ 221,374 \$ 2,057,838 \$ 244,000 \$ 1,813,838

NON-GENERAL FUND

Water/Sewer Enterprise		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
8410 - Comptroller	Water and Sewer Rate Study	\$ —	\$ 50,000	\$ —	\$ 50,000	\$ 50,000	\$ —
Total Water/Sewer Enterprise		\$ —	\$ 50,000	\$ —	\$ 50,000	\$ 50,000	\$ —

Recreation Enterprise		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
Administration	Strategic Plan	\$ —	\$ 100,000	\$ —	\$ 100,000	\$ —	\$ 100,000
Pine Meadows Golf Course	Drainage Improvements for 1st & 2nd Fairways*	\$ —	\$ 80,000	\$ —	\$ 80,000	\$ 80,000	\$ —
Total Recreation Enterprise		\$ —	\$ 180,000	\$ —	\$ 180,000	\$ 80,000	\$ 100,000

Tourism Revolving Fund		Compensation	Expenses	Benefits	Total	Recommended	Not Recommended
7350 - Tourism Revolving Fund	Full-time Assistant Visitors Center Manager	\$ 21,924	\$ —	\$ 20,551	\$ 42,475	\$ —	\$ 42,475
Total Revolving Fund		\$ 21,924	\$ —	\$ 20,551	\$ 42,475	\$ —	\$ 42,475
Total Non-General Fund		\$ 21,924	\$ 230,000	\$ 20,551	\$ 272,475	\$ 130,000	\$ 100,000

Appendix C: Financial Information



Affordable Housing Trust Fund

The Lexington Affordable Housing Trust was created by a vote of Fall 2022 Special Town Meeting. The charge of the trust is to leverage funds for the preservation and creation of affordable housing in the Town for the benefit of low- and moderate-income households and for the funding of community housing. The Trust is overseen by a five member Board of Trustees and accounting operations are provided by the Town's Finance Department.

Since its inception in April 2023, the Affordable Housing Trust has obtained a \$10,000 grant from the Commonwealth's One Stop program to undertake a housing needs assessment; granted \$550,000 in December 2023 to LexHAB for the purchase of a two family property with a restriction in perpetuity for rental to low and moderate income households; and granted \$600,000 in May 2024 to LexHAB towards the purchase of a four bedroom single family restriction in perpetuity for rental to low and moderate income households.

Town Meeting appropriations into the Trust, other income, approved expenses of the Affordable Housing Trust Board of Trustees, and annual fund balances are shown in the table below.

Affordable Housing Trust Fund - Revenues, Expenses & Fund Balance

	FY2024 Actual	FY2025 Estimated*	FY2026 Budgeted
Beginning Fund Balance	\$ —	\$ 952,900	\$ 5,237,363
Income:			
T.M. Appropriations from CPA	\$ 1,500,000	\$ 3,200,000	\$ 3,000,000
Transfers from Available Funds	\$ 565,371	\$ 129,749	\$ 133,641
Interest Earned	\$ 57,461	\$ 21,814	\$ 5,000
Fee Revenue & Other Income	\$ —	\$ —	\$ —
Total Income	\$ 2,122,833	\$ 4,304,463	\$ 3,138,641
Expenses:			
Grants to LexHAB	\$ 1,150,000	TBD	TBD
Grants to Lexington Housing Authority	\$ —	TBD	TBD
MBTA/SRD Buy-down	\$ —	TBD	TBD
Resident Support	\$ —	TBD	TBD
Affordable Housing Creation/Acquisition	\$ —	TBD	TBD
Administrative Expenses ¹	\$ 19,933	\$ 20,000	\$ 20,000
Total Expenses	\$ 1,169,933	\$ 20,000	\$ 20,000
Ending Fund Balance²	\$ 952,900	\$ 5,237,363	\$ 8,356,004

*FY2025 Estimates are as of 12/31/2024

The Trust anticipates future funding requests to including the acquisition of land or housing, investment in the development of new housing, buy-down of market rate housing units to affordable rent levels, rent assistance to Lexington residents, and other legal or administrative expenses related to these activities.

¹ Includes studies, project expenses, clerical supplies, etc.

² The AHT strives to maintain an annual balance of approximately \$1,000,000

While future funding requests from the Trust are not currently known, the following table presents a five year capital plan of potential projects and funding needs as identified by the Affordable Housing Board of Trustees.

Project Name	FY2026 Projection	FY2027 Projection	FY2028 Projection	FY2029 Projection	FY2030 Projection	Total
LexHAB Purchase & Development (Vine St) ³	\$ 3,000,000	\$ 3,000,000	\$ —	\$ —	\$ —	\$ 6,000,000
LexHAB Acquisition	\$ 800,000	\$ 840,000	\$ 882,000	\$ 926,100	\$ 972,405	\$ 4,420,505
LexHAB Rehab/Restoration/Preservation	\$ —	\$ 183,750	\$ 192,938	\$ 202,584	\$ 212,714	\$ 791,986
LexHAB Rental Assistance	\$ —	\$ 115,500	\$ 121,275	\$ 127,339	\$ 133,706	\$ 497,820
Total LexHAB Requests	\$ 3,800,000	\$ 4,139,250	\$ 1,196,213	\$ 1,256,023	\$ 1,318,825	\$11,710,311
Lexington Housing Authority	\$ 50,000	\$ 50,000	\$ 500,000	\$ 1,300,000	\$ 1,300,000	\$ 3,200,000
MBTA/SRD Buy-down	\$ 700,000	\$ 700,000	\$ 750,000	\$ 800,000	\$ 850,000	\$ 3,800,000
Resident Support	\$ 100,000	\$ 110,000	\$ 115,000	\$ 120,000	\$ 125,000	\$ 570,000
Affordable Housing Creation/Acquisition	\$ 500,000	\$ 2,000,000	\$ 1,000,000	TBD	TBD	\$ 3,500,000
Administrative Expenses	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
	\$ 5,170,000	\$ 7,019,250	\$ 3,581,213	\$ 3,496,023	\$ 3,613,825	\$22,880,311

³ LexHAB's Vine St projected total is \$6,000,000. More information to come.

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

FY2026 Fee Schedule for Recreation & Community Programs

PRESENTER:

Melissa Battite, Director of Recreation
& Community Programs

ITEM NUMBER:

I.4

SUMMARY:

Category: Decision-Making

This is an annual request that comes before the Select Board to review and approve fees set for programs and services managed and operated by the Recreation and Community Programs Department.

SUGGESTED MOTION:

Move to approve/disapprove the FY26 Recreation and Community Program fee schedule as presented.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

7:45pm

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Recreation Annual Fee Schedule Request	Backup Material



MEMORANDUM

TO: Select Board
FROM: Melissa Battite, Director of Recreation & Community Programs
DATE: January 16, 2025
SUBJECT: FY2026 Fee Schedule

MAB

The FY2026 Fee Schedule reflects requests for fee adjustments for several Activity Types within different Cost Centers and Core Program Areas as highlighted in the attached schedules.

The adjustments take into consideration market price, cost of living increases and other expenses associated with delivering the particular service. The fees will be implemented during the FY2026 Budget year and applied as those seasonal registrations and memberships are available during the 2025 Calendar Year.

The Recreation Committee met on January 18, 2025 and unanimously voted to support this request.

The overall revenue projections associated with the adjustments is \$78,977.00 in the following Cost Centers:

Aquatics	\$ 23,555.00
Golf	\$ 41,842.00
Camps & Clinics	\$ 5,740.00
Adult Programs & Leagues	\$ 350.00
Youth Leagues	\$ <u>7,490.00</u>
Total	\$78,977.00

Attachments: Proposed 2026 Fee Schedule
Proposed Community Center Rental Schedule
Proposed Outdoor Recreation Facilities

Cc: Steve Bartha, Town Manager
Kelly Axtell, Deputy Town Manager
Recreation Committee
Suzie Barry, Select Board Liaison

Lexington Recreation Community Programs Annual Fee Schedule

Cost Center	Activity Type	2022	2023	2024	2025
Aquatics	Family Pass - Non-Resident	\$415.00	\$415.00	\$415.00	\$ 455.00
Aquatics	Individual Pass - Non-Resident	\$175.00	\$175.00	\$175.00	\$ 195.00
Aquatics	Family Pass - Resident	\$255.00	\$255.00	\$255.00	\$ 280.00
Aquatics	Individual Pass - Resident	\$90.00	\$90.00	\$90.00	\$ 100.00
Aquatics	Senior Pass - Resident	\$65.00	\$65.00	\$70.00	\$ 70.00
Aquatics	Senior Pass - Non-Resident		\$100.00	\$ 110.00	\$ 110.00
Aquatics	Replacement Card	\$5.00	\$5.00	\$5.00	\$ 5.00
Aquatics	Daily Pass - Resident	\$7.00	\$7.00	\$7.00	\$ 7.00
Aquatics	Daily Pass - Non-Resident	\$10.00	\$10.00	\$10.00	\$ 10.00
Aquatics	Lessons - all ages & abilities	\$80.00	\$90.00	\$ 90.00	\$ 95.00
Aquatics	Lessons - all ages & abilities - non residents	\$80.00	\$90.00	\$ 100.00	\$ 105.00
Aquatics	Swim Team (all 4 sessions)		\$240.00	\$ 340.00	\$ 360.00
Aquatics	Swim Team (all 4 sessions) - non residents		\$240.00	\$ 350.00	\$ 400.00
Aquatics	Swim Team (2-week session)		\$70.00	\$ 90.00	\$ 95.00
Aquatics	Swim Team (2-week session) - non residents		\$70.00	\$ 100.00	\$ 105.00
Tennis / Pickleball	Lessons - all ages & abilities	\$125.00	\$150.00	\$ 150.00	\$ 150.00
Tennis / Pickleball	Semi-Private Lessons	\$320.00	\$320.00	\$ 320.00	\$ 320.00
Tennis / Pickleball	ID Cards - Individual - Resident	\$115.00	\$170.00	\$ 170.00	\$ 170.00
Tennis / Pickleball	ID Cards - Senior - Resident	\$75.00	\$100.00	\$ 100.00	\$ 100.00
Tennis / Pickleball	ID Cards - Individual Non Resident	\$150.00	\$215.00	\$ 215.00	N/A
Tennis / Pickleball	Reservations-hr/w/ID	No Addtl Charge	No Addtl Charge	dtl Charge	dtl Charge
Tennis / Pickleball	Reservations-hr/w/ID-lights	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Tennis / Pickleball	Reservations-hr/no ID	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Tennis / Pickleball	Reservations-hr/no ID-lights	\$ 30.00	\$ 30.00	\$ 35.00	\$ 35.00
Summer Camps	Day Camp (licensed)	\$300.00	\$360.00	\$ 370.00	\$ 380.00
Summer Camps	Minuteman Sports Clinics	\$225.00	\$260.00	\$ 270.00	\$ 280.00
Adult Programs & Leagues	Field House Morning Pass - Resident	\$115.00	\$125.00	\$ 125.00	\$ 125.00
Adult Programs & Leagues	Field House Morning Pass - Non-Resident	\$140.00	\$150.00	\$ 150.00	\$ 150.00
Adult Programs & Leagues	Field House Evening Pass - Resident	\$75.00	\$75.00	\$ 75.00	\$ 75.00
Adult Programs & Leagues	Field House Evening Pass - Non-Resident	\$100.00	\$100.00	\$ 100.00	\$ 100.00
Adult Programs & Leagues	Daily Pass - Resident	\$5.00	\$7.00	\$ 7.00	\$ 7.00
Adult Programs & Leagues	Daily Pass - Non-Resident	\$6.00	\$10.00	\$ 10.00	\$ 10.00
Adult Programs & Leagues	Co-Ed Softball	\$500.00	\$500.00	\$ 500.00	\$ 550.00
Adult Programs & Leagues	Fitness Classes - Senior Resident	\$84.00	\$84.00	\$ 96.00	\$ 96.00
Adult Programs & Leagues	Fitness Classes - Senior Non-Resident	\$94.00	\$94.00	\$ 106.00	\$ 106.00

Lexington Recreation Community Programs Annual Fee Schedule

Adult Programs & Leagues	Fitness Classes - all ages		\$120.00	\$	120.00	\$	120.00	\$	120.00
Adult Programs & Leagues	Fitness Classes - non resident		\$130.00	\$	130.00	\$	130.00	\$	130.00
Youth Leagues	Flag Football		\$110.00	\$	125.00	\$	125.00	\$	135.00
Youth Leagues	Flag Football - non resident		\$110.00	\$	125.00	\$	135.00	\$	145.00
Youth Leagues	Winter Youth Basketball Clinic		\$120.00	\$	125.00	\$	125.00	\$	135.00
Youth Leagues	Winter In-Town Basketball League		\$175.00	\$	185.00	\$	185.00	\$	195.00
Youth Leagues	Winter High School Basketball League		\$155.00	\$	165.00	\$	165.00	\$	175.00
Youth Leagues	Summer Youth Basketball League		\$75.00	\$	90.00	\$	90.00	\$	100.00
Pine Meadows	ID Cards - Resident - 2 week advance tee time		\$40.00	\$	40.00	\$	40.00	\$	40.00
Pine Meadows	Mon - Fri Resident (9)		\$21.00	\$	22.00	\$	22.00	\$	23.00
Pine Meadows	Mon - Fri Non-Resident (9)		\$23.00	\$	24.00	\$	24.00	\$	25.00
Pine Meadows	Mon - Thurs Resident (9) Senior/Junior - before 3pm		\$19.00	\$	20.00	\$	20.00	\$	20.00
Pine Meadows	Mon - Thurs Non-Resident (9) Senior/Junior - before 3pm		\$20.00	\$	21.00	\$	21.00	\$	21.00
Pine Meadows	Weekend - Resident (9)		\$23.00	\$	25.00	\$	26.00	\$	26.00
Pine Meadows	Weekend - Non-Resident (9)		\$25.00	\$	27.00	\$	28.00	\$	28.00
Pine Meadows	Golf Cart Rental 9 holes		\$22.00	\$	24.00	\$	24.00	\$	26.00
Pine Meadows	Golf Cart Rental 9 holes		\$14.00	\$	15.00	\$	15.00	\$	16.00
Community Center	Individual Pass - Resident	No charge							
Community Center	Individual Non-Resident Senior (60+)		\$15.00	\$	15.00	\$	18.00	\$	18.00
Community Center	Individual Non-Resident Youth (under 18)		\$30.00	\$	30.00	\$	35.00	\$	35.00
Community Center	Individual Non-Resident Adult (18-59)		\$60.00	\$	60.00	\$	70.00	\$	70.00
Community Center	Family Pass - Non-Resident		\$150.00	\$	150.00	\$	175.00	\$	175.00
Community Center	Daily Guest Pass - Non-Resident		\$6.00	\$	6.00	\$	10.00	\$	10.00
Community Center	Replacement Card		\$5.00	\$	5.00	\$	5.00	\$	5.00
Community Center	Rentals		\$0-\$110		\$0-\$110		\$0-\$110		\$0-\$110
Athletic Fields and Courts	Rentals								
Athletic Fields and Courts	Rentals - Special Event (Birthday, picnics, etc.)								

At the discretion of the Director of Recreation and Community Programs, periodic registrations and seasonal specials such as incentive fees for early bird, late fee and special fees may apply with certain program areas and cost centers, such as but not limited to Golf, Summer camps, clinics and lessons.

Lexington Recreation & Community Programs Outdoor Recreation Facilities FY26 Fee Schedule

	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
Definitions	Lexington Recreation & Community Programs & Lexington Public Schools Programs	95% of participants are Lexington Residents. (Includes Lexington-based Youth Sports Organizations)	75% or more Lexington Residents	50% or more Lexington residents	Private Clinics, Camps and Tournaments / Less than 50% residents
Natural Grass Athletic Fields	No Fee	No Fee with \$17 per participant	\$40	\$65	\$85
Center Track	No Fee	No Fee with \$17 per participant	\$40	\$65	\$85
Synthetic Athletic Fields	No Fee	\$35	\$80	\$120	\$160
Athletic Lights - Fields	\$35	\$35	\$35	\$45	\$55
Armenties	\$35	\$35	\$35	\$55	\$75
Special Events	\$35/hour Res: \$45/hour NonRes	\$35/hour Res: \$45/hour NonRes	\$35/hour Res: \$45/hour NonRes	\$55/hour Res: \$110/hour NonRes	\$75/hour Res: \$150/hour NonRes
HARD COURT SURFACES					
Tier 1		Tier 2		Tier 3	
Tennis/Pickleball Courts	No Fee - Daylight Reservation	\$15	\$15	\$25	\$35
Athletic Lights - Tennis	\$20	\$20	\$35	\$45	\$55
Basketball Courts	No Fee - Daylight Reservation	\$15	\$15	\$25	\$35
Athletic Lights - Basketball	\$20	\$20	\$35	\$45	\$55

Fees are based on one hour reservations unless otherwise noted

Lexington Community Center FY26 Fee Schedule

ROOM #	PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4	PRIORITY 5
Definitions	Programs, meetings or events that are sponsored or co-sponsored by the Recreation and Community Programs Department or the Human Services Department.	Town departments, boards and committees that are not charging a fee for the program or activity being held at the Community Center.	Lexington-based non-profit, civic and/or charitable organizations that serve the Lexington Community primarily, do not charge a fee for the program or activity being held at the Community Center, and are open to the public.	Non-Lexington based non-profit, civic and/or charitable organizations not directly associated with the Town that serve some members of the Lexington community but also the wider region that may charge a fee and are not open to the public.	All other persons, groups, individuals or entities that do not fall under the definition of priorities 1, 2, 3, or 4.
Room 139	No Fee	No Fee	No Fee	\$75.00	\$110.00
Room 006				\$75.00	\$110.00
Room 242				\$33.00	\$55.00
Room 237				\$33.00	\$55.00
Room 230				\$33.00	\$55.00
Room 232				\$33.00	\$55.00
Room 119				\$33.00	\$55.00
Room 217				\$27.50	\$33.00
Room 221				\$27.50	\$33.00
Room 123				\$22.00	\$27.50
Room 245	\$22.00	\$27.50			
Room 246	\$22.00	\$27.50			
Courtyard	\$22.00	\$27.50			
Allée	\$22.00	\$27.50			
Tent	\$22.00	\$27.50			

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Update on Bedford/Hartwell 25% Design

PRESENTER:

Meghan McNamara & Ross Morrow,
with Trish Domigan & Laura Castelli
(VHB)

ITEM NUMBER:

I.5

SUMMARY:

Category: Informing / Decision-Making

Presentation to Board regarding Bedford Street and Hartwell Ave reconstruction design project. Also the preferred alternative for each road, the funding sources and implementation schedules will be presented.

The Board will be asked if they have any questions on the recommendations and if they Board may be ready to approve a concept design to advance to the 25% level.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

7:55pm

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bedford-Hartwell 25% Memo	Cover Memo
<input type="checkbox"/> Bedford-Hartwell Complete Streets_Presentation	Backup Material



Town of Lexington
Department of Public Works
Engineering Division

John R. Livsey, P.E., Town Engineer
Ross Morrow, P.E., Assistant Town Engineer

Tel: (781) 274-8305
Fax: (781) 274-8323

MEMORANDUM

TO: Select Board Office
FROM: Ross Morrow, P.E., Assistant Town Engineer
DATE: January 27, 2025
RE: Bedford/Hartwell Complete Streets Reconstruction Project 25% Design

○ **Agenda Item/Title**

Bedford Street and Hartwell Ave Complete Streets Reconstruction Project

○ **Whether a Vote of the Select Board is being requested, whether this is an update on a previous item or if it is for informational purposes only and what you need from the Select Board (directional guidance, approval, etc.).**

Vote requested to approve the selected concept design to advance to 25% level:

- Bedford Street from Eldred Street to the Bedford Town Line
- Hartwell Avenue from Bedford Street to the Hanscom Airforce Base gates

○ **A summary explanation of what is being presented including costs and funding source, plan for public outreach, impact on department work/goals and any alignment with the Select Board goals.**

A summary explanation of what is being presented

The presentation includes the process that Town Staff and their consultant completed to reach a preferred alternative for both roadways. The preferred alternative, funding sources and schedules will also be presented.

Pros/Cons:

Bedford Street: Reconstruct Bedford Street with two lanes in each direction, a separated sidepath, sidewalk, upgraded drainage system, and a median from Eldred Street to Hartwell Ave.

Pros:

- Meets project goal to improve mobility and accessibility for pedestrians and bicyclists, and improve transit and motor vehicle accommodations
- Improves safety by installing median in the center of Bedford Street to eliminate left turns into developments.

- Creates a Complete Street
- Updates street trees and grass strips
- Upgrades intersection of Bedford Street at Hartwell Ave
- Roadway improvements support the zoning bylaw within the Hartwell Ave Innovation District
- Upgrades bus stops
- Upgrades cross walks, traffic signals, sidewalks
- Installs new sidepath
- Turn lane at Winter Street will be maintained.
- Pedestrian accessible routes will be designed for Bedford Street and Hartwell Ave approaches to the intersection.

Cons:

- Impacts to wetlands. Impacts will be minimized using a boardwalk to span over resource areas.
- Sidepath will end at town line.
- Some existing street trees may need to be removed.
- Some of the existing space between the roadway and sidewalk may need to be removed.
- Interchange improvements will be a separate project with a concurrent schedule
- The construction of the Eldred Street intersection with Bedford Street may be mitigation for the development expansion at 410 Bedford Street. If improvements are not warranted as development mitigation, the intersection will be part of this project

Hartwell Ave: Reconstruct Hartwell Ave with two lanes in each direction, two- separated sidepaths, upgraded drainage system, and a median from the Hanscom Air Force Base Gate to Bedford St, as allowed by side streets and driveways.

Pros:

- Meets project goal to improve mobility and accessibility for pedestrians and bicyclists, and improve transit and motor vehicle accommodations
- Improves safety by installing a median in the center of Hartwell Ave, where possible, and left turn lanes at major driveways to eliminate left turns in through travel lanes.
- Creates a Complete Street
- Updates street trees and grass strips
- Sidepaths on both sides of Hartwell Ave
- Two lanes of traffic on Hartwell Ave.
- Roadway improvements support the zoning bylaw within the Hartwell Ave Innovation District
- Upgrades bus stops
- Installs protected cross walks on Hartwell Ave at key locations
- Flexible design could allow for bus lanes or parking if warranted in future.

Cons:

- Impacts to wetlands. Impacts will be minimized with retaining walls adjacent to the sidepath.
- Number of access points (driveways and side streets) along Hartwell Ave make a continuous raised median challenging.
- Some existing trees may need to be removed.
- Maguire Road and Minuteman Bikeway at Hartwell Ave is a separate project that will require coordination with this one.

Costs and funding source

Design funding for improvements was included in warrant article 12.d. adopted during the 2023 Annual Town Meeting.

Hartwell Ave and Bedford Street were approved by MassDOT for Federal Aid highway funding in August 2024.

Construction costs for both roadways has been estimated at \$50m. Town staff has worked with the Boston MPO to place the project on the Long-Range Transportation Plan (LRTP) and is working with the Boston MPO on getting the construction funding in the 2030 Transportation Improvement Plan (TIP).

Plan for public outreach

There have been several public meetings for this project. The design alternatives were discussed during three public meetings, and also most recently at an open house on November 19, 2024.

The project has also been presented to working groups and stakeholders.

The meetings are listed below:

- Virtual Public Meeting 1 – 10/19/2021
- Virtual Public Meeting 2 – 11/16/23
- Virtual Public Meeting 3 – 10/24/24
- Open House – 11/19/24
- Conservation Commission Meeting – 12/02/24
- Virtual Meeting Room - October 2021 to present
- On-line survey from October 2021 to January 2022
- Working Group Meetings – November 12, 2020, May 17, 2021, October 5, 2021, November 9, 2023, and September 12, 2024
- Stake Holder meeting – September 23, 2021
- MassDOT/ MPO meetings December 2023 - October 2024 (6 meetings)
- Town of Bedford meeting – December 9, 2024

Impact on department work/goals and any alignment with the Select Board goals.

- Improve mobility and accessibility for all users of the circulation and transportation systems, including public transit, pedestrians, bicyclists, and motor vehicles
 - Make Bedford Street and Hartwell Ave more walkable and bikeable
- Improve safety for all users
- Improve the look and feel of the corridor

- Minimize impacts on residential streets
 - Use a clear, inclusive, and transparent design process
- **Timeline summary**

The improvements are at a conceptual level. After the vote to advance the project, the project design will be coordinated with MassDOT Highway Division. A pre-25% design plan based on the current conceptual level design will be submitted to MassDOT, and then with MassDOT approval, advanced to 25% design stage. The project is projected for advertisement in 2030, as part of the Boston MPO Transportation Improvement Program, and will be constructed by MassDOT.
 - **For items where action of the Board is being requested, a statement of the implications of taking the action vs. not taking the action.**

Approval of design allows the project to move forward. It is critical to advance the project design to meet the 2030 advertisement date.

If no action is taken, the project design will be revised, and the project will need to go back to MassDOT for federal funding approval. Funding on the 2030 TIP will be jeopardized.

Thank you

Bedford/Hartwell Complete Street Project

Select Board Meeting
January 27, 2025

Prepared by: Lexington Engineering Division,
Planning Office

January 2025



LEXINGTON
MASSACHUSETTS

Agenda

- Purpose of Meeting
- Project Goals
- Project Study Area
- Development of Preferred Alternatives
- Project Progress and Funding
- Next Steps



Purpose of Meeting

Endorse the Advancement of
Concept Design to Preliminary
Design



LEXINGTON
MASSACHUSETTS

Project Goals

- Improve mobility and accessibility for all users of the circulation and transportation systems, including public transit, pedestrians, bicyclists and motor vehicles
- Make Bedford Street and Hartwell Ave more walkable and bikeable
- Improve safety for all users
- Improve the look and feel of the corridor
- Minimize impacts on residential streets
- Use a clear, inclusive, and transparent design process



Project Study Area



LEXINGTON
MASSACHUSETTS

Project Study Area



LEXINGTON
MASSACHUSETTS

Development of Preferred Alternatives

Public Engagement

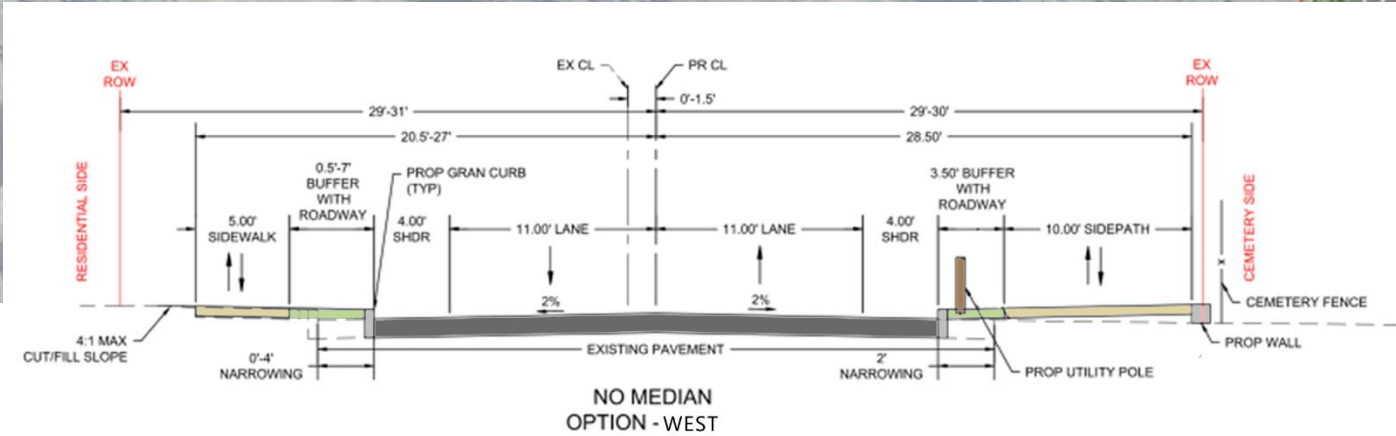
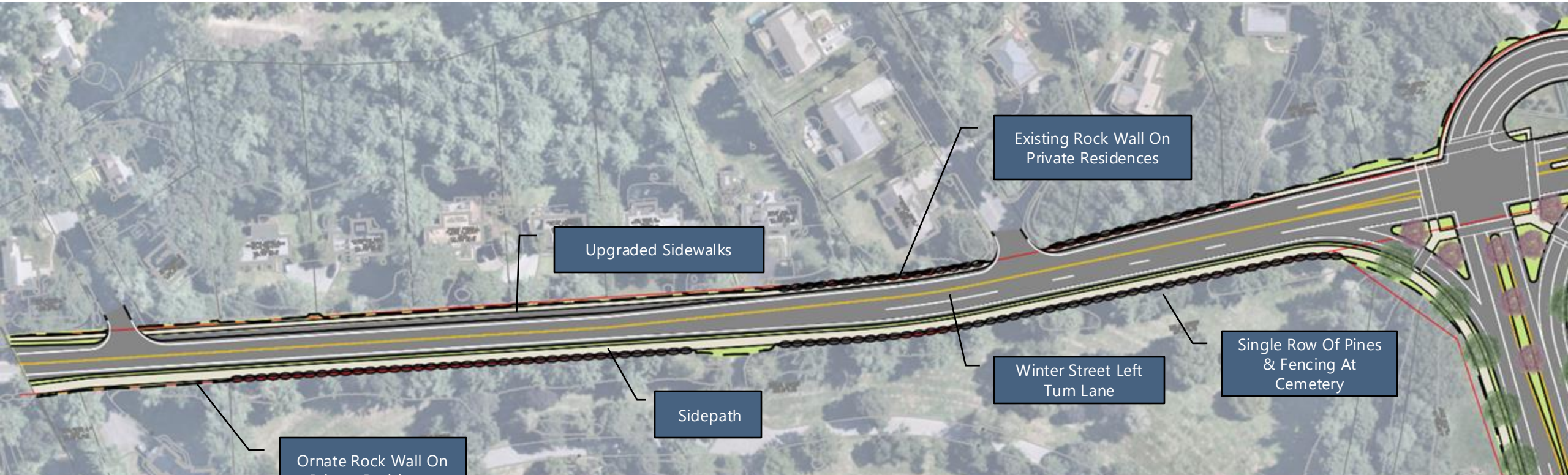
- **October 19, 2021 Virtual public meeting 1** with 93 participants
- **November 16, 2023 Virtual public meeting 2** with 51 participants
- **October 24, 2024 Virtual public meeting 3** with 78 participants
- **November 19, 2024 In Person Open House** with 39 participants
- **Virtual public meeting room**, October 2021 to present
- **Online survey** with 346 responses – available October 18, 2021, to January 4, 2022
- **Working Group meetings**
 - November 12, 2020
 - May 17, 2021
 - October 5, 2021
 - November 9, 2023
 - September 12, 2024
- **Commercial Property Owner meeting**
 - September 23, 2021
- **MassDOT/MPO meetings**, December 2023 to October 2024 (6 meetings)
- **Conservation Commission meeting**, December 2, 2024

Contributing Factors

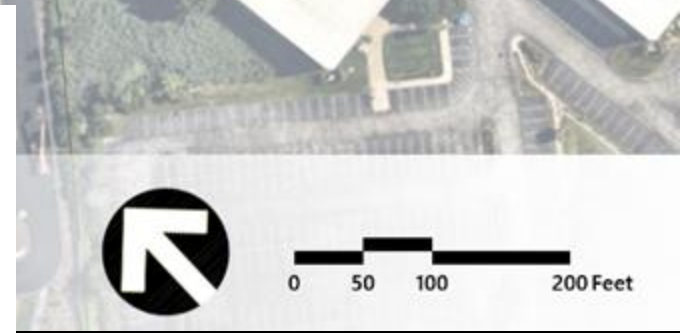
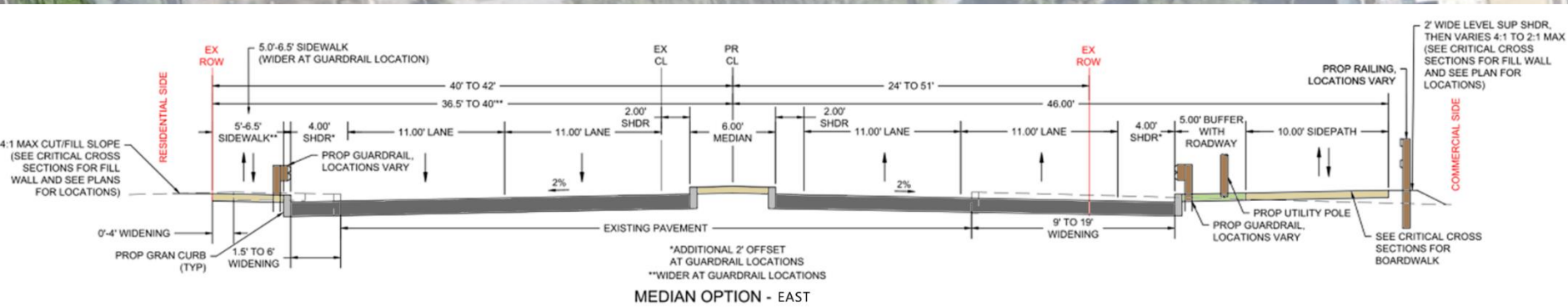
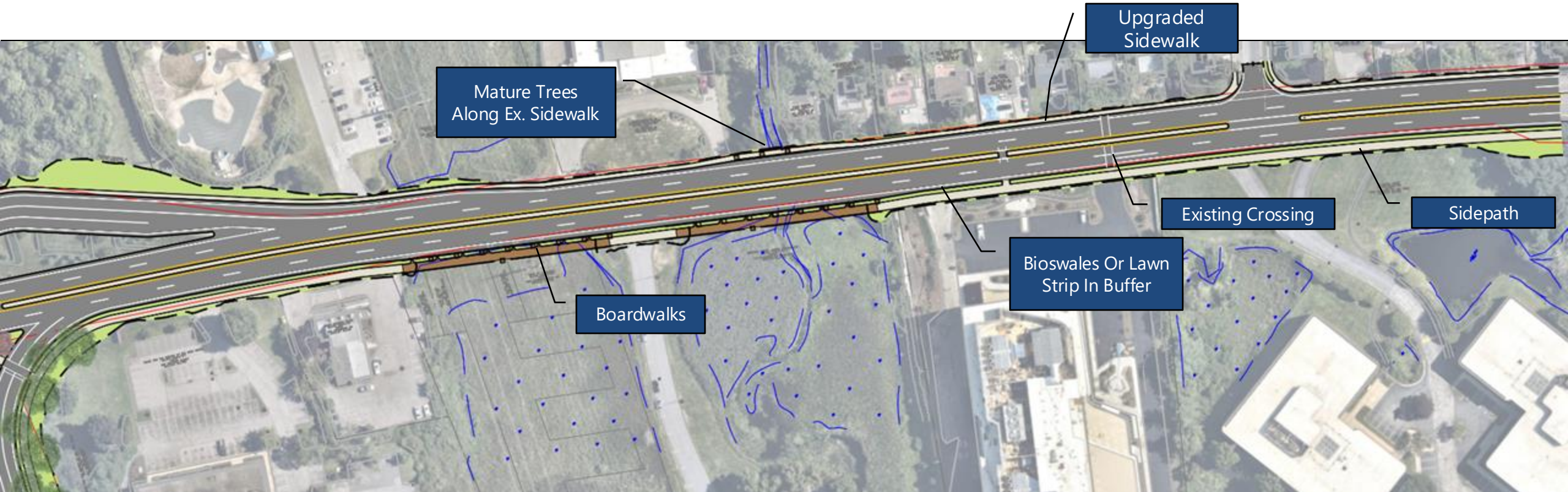
- Public Engagement
- Traffic Analyses
- Build–out Analysis
- Federal Highway standards
- MassDOT standards
- Right-of Way Constraints
- Safety
- Environmental Constraints
- Complete Streets Concept



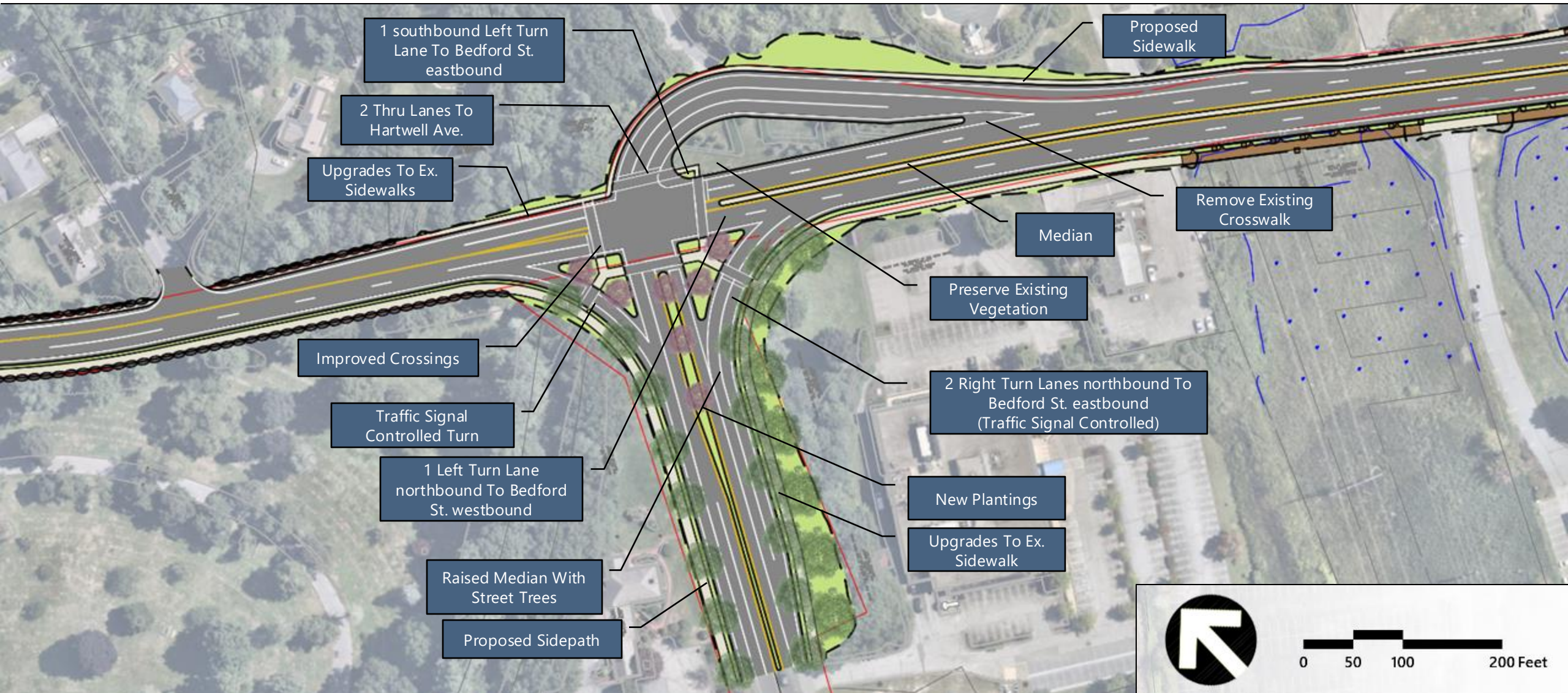
Bedford Street - West of Hartwell Avenue



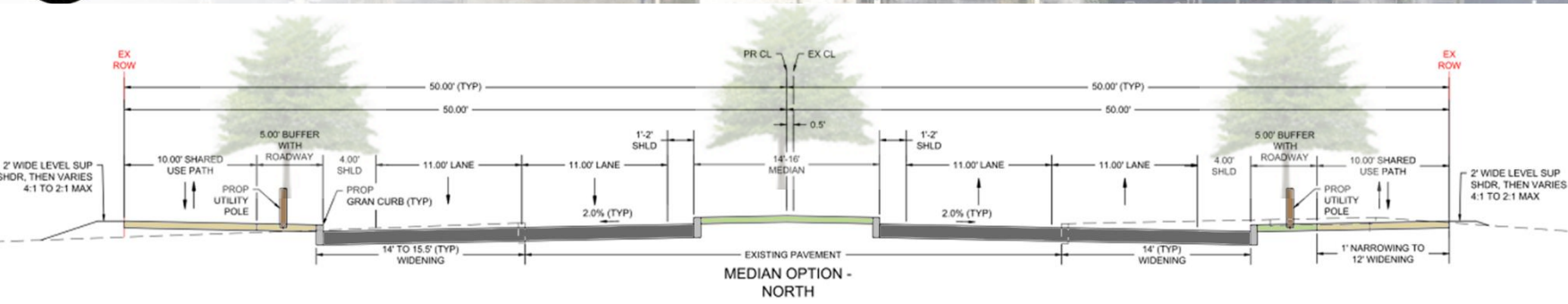
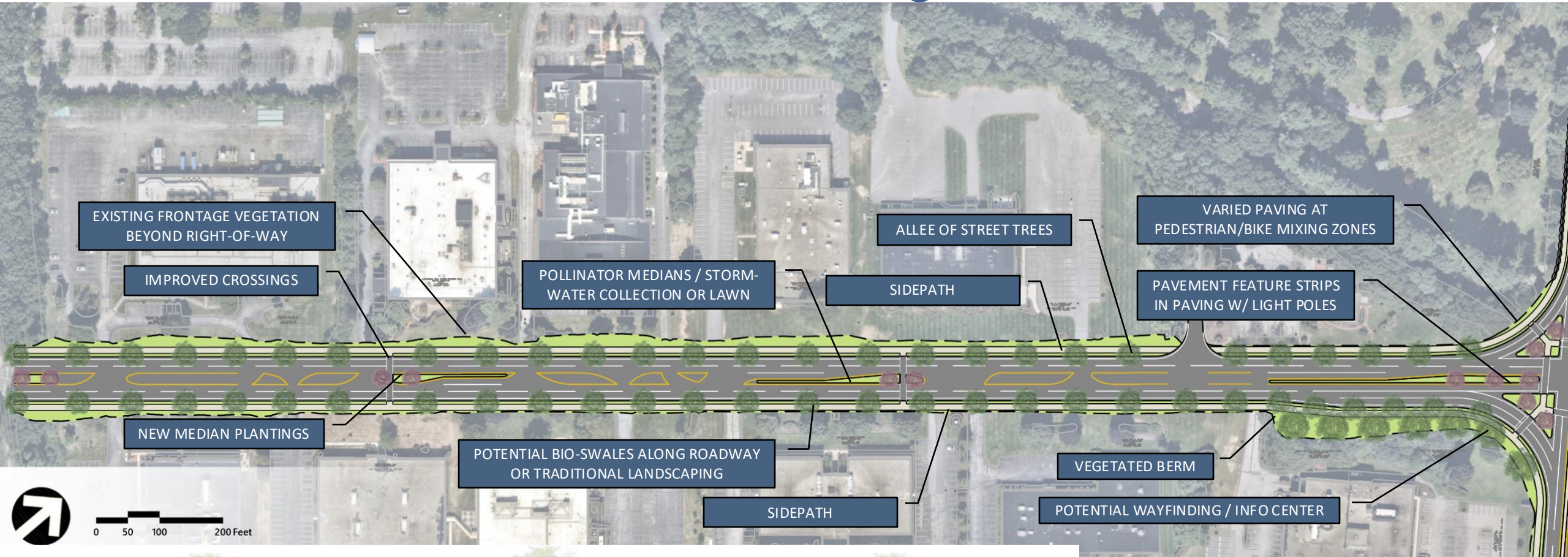
Bedford Street - East of Hartwell Avenue



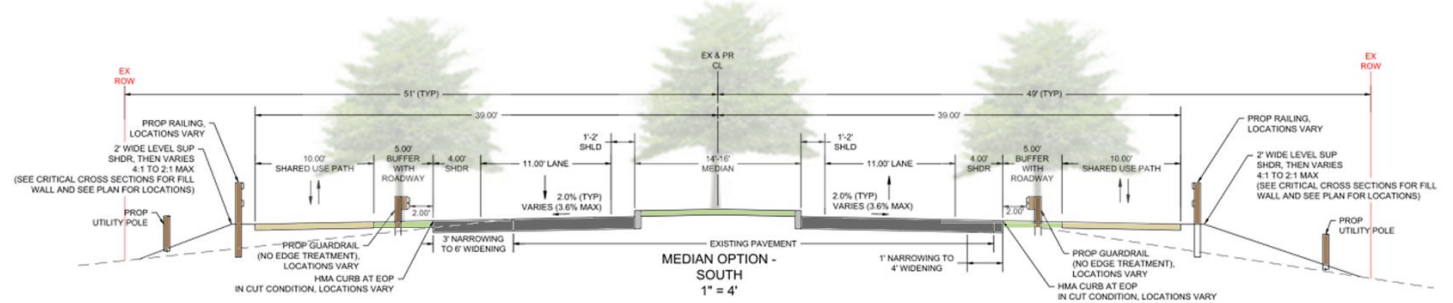
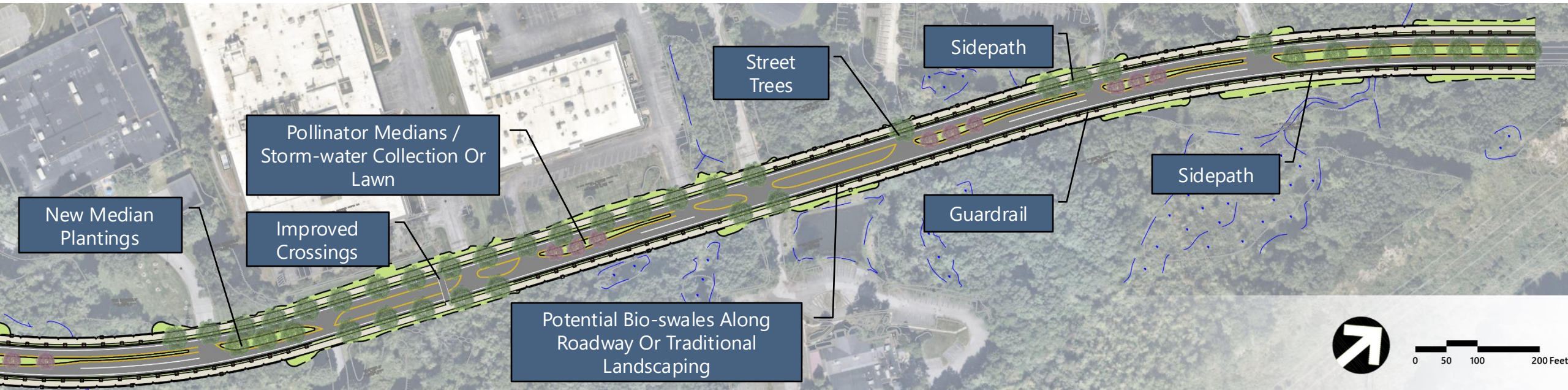
Bedford Street at Hartwell Avenue



Hartwell Avenue - North of Maguire Road



Hartwell Avenue - South of Maguire Road



Next Steps

- Select Board votes their endorsement of plan
- MassDOT Pre-25% Design
 - Submit Intersection Control Evaluation
 - OTS meeting to discuss project goals
- MassDOT 25% submittal
 - Submittal meeting with DOT
- MassDOT 25% Design hearing
- Continue MPO advocacy and TIP coordination to secure construction funding



Thank you!

Project Website: [LexingtonMA.gov/BedfordHartwell](https://www.LexingtonMA.gov/BedfordHartwell)

Virtual Meeting Room: <https://bit.ly/lex-hartwell-vmr>

(note: all lowercase if typing)

Meghan McNamara: mmcnamara@lexingtonma.gov

Ross Morrow: rmorrow@lexingtonma.gov



LEXINGTON
MASSACHUSETTS

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve and Sign 2025 Annual Town Meeting Warrant

PRESENTER:

Kelly Axtell, Deputy Town Manager

ITEM NUMBER:

I.6

SUMMARY:

Category: Decision-Making

Kelly Axtell will present the Annual Town Meeting warrant for the Board's review and signature.

SUGGESTED MOTION:

Move to approve the 2025 Annual Town Meeting warrant as presented and authorize staff to make non-substantive edits as needed.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

8:15pm

ATTACHMENTS:

Description	Type
 2025 Final warrant. 1.27.25 445pm	Backup Material



Town of Lexington, Massachusetts
Select Board

DOUGLAS M. LUCENTE, CHAIR
SUZANNE E. BARRY
JOSEPH N. PATO
JILL I. HAI
MARK D. SANDEEN

TEL: (781) 698-4580

FAX: (781) 863-9468

January 27, 2025

To the Residents of Lexington:

This warrant document provides notification of the 2025 Annual Town Meeting and advises residents of the various issues being considered at the meetings. Only Articles listed in this warrant may be discussed. The purpose of the Warrant is to inform citizens of the issues to be discussed and does not provide for detailed information about the Articles.

Articles for the Annual Town Meeting are grouped in three categories: Financial, General and Zoning. Descriptions are provided in an attempt to make the Warrant useful and understandable.

The most important votes that take place at the Annual Town Meeting are related to the budget. We urge citizens to read the budget, understand it, and help us find a way to foster excellence within the community. The Town website, <http://www.lexingtonma.gov/town-meeting>, includes the most recent version of the FY2026 Budget and other financial Articles as well as other relevant information for each Article.

Between now and Town Meeting there will be multiple meetings to develop a comprehensive recommended budget for FY2026. That budget will be delivered to all Town Meeting Members prior to the consideration of any financial articles by Town Meeting.

SELECT BOARD

Douglas M. Lucente, Chair
Suzanne E. Barry
Joseph N. Pato
Jill I. Hai
Mark D. Sandeen

WARRANT
2025 ANNUAL TOWN MEETING
Detailed information on these Town Meeting Warrant Articles and other updated information
can be found at <https://www.lexingtonma.gov/town-meeting>

TABLE OF CONTENTS

	SELECT BOARD MESSAGE.....	
ARTICLE 1	NOTICE OF ELECTION	3
ARTICLE 2	ELECTION OF DEPUTY MODERATOR AND REPORTS OF TOWN BOARDS, OFFICERS AND COMMITTEES	4
ARTICLE 3	APPOINTMENTS TO CARY LECTURE SERIES	4
	<u>FINANCIAL ARTICLES</u>	5
ARTICLE 4	APPROPRIATE FY2026 OPERATING BUDGET	5
ARTICLE 5	APPROPRIATE FY2026 ENTERPRISE FUNDS BUDGETS	5
ARTICLE 6	AMEND FY2025 OPERATING, ENTERPRISE AND CPA BUDGETS	6
ARTICLE 7	SUSTAINABLE PROJECTS	6
ARTICLE 8	APPROPRIATE FUNDING TO CONSTRUCT A PLAYGROUND IN FLETCHER PARK (Citizen Petition).....	6
ARTICLE 9	ESTABLISH AND CONTINUE DEPARTMENTAL REVOLVING FUNDS.....	6
ARTICLE 10	APPROPRIATE FOR THE FY2026 COMMUNITY PRESERVATION COMMITTEE OPERATING BUDGET AND CPA PROJECTS	7
ARTICLE 11	APPROPRIATE FOR RECREATION CAPITAL PROJECTS	8
ARTICLE 12	APPROPRIATE FOR MUNICIPAL CAPITAL PROJECTS AND EQUIPMENT	8
ARTICLE 13	APPROPRIATE FOR WATER SYSTEM IMPROVEMENTS.....	9
ARTICLE 14	APPROPRIATE FOR WASTEWATER SYSTEM IMPROVEMENTS.....	9
ARTICLE 15	APPROPRIATE FOR SCHOOL CAPITAL PROJECTS AND EQUIPMENT.....	9
ARTICLE 16	APPROPRIATE FOR PUBLIC FACILITIES CAPITAL PROJECTS.....	9
ARTICLE 17	APPROPRIATE TO POST EMPLOYMENT INSURANCE LIABILITY FUND	10
ARTICLE 18	RESCIND PRIOR BORROWING AUTHORIZATIONS	10
ARTICLE 19	ESTABLISH, AMEND, DISSOLVE AND APPROPRIATE TO AND FROM SPECIFIED STABILIZATION FUNDS.....	10
ARTICLE 20	APPROPRIATE FOR PRIOR YEARS' UNPAID BILLS	11
ARTICLE 21	APPROPRIATE FOR AUTHORIZED CAPITAL IMPROVEMENTS.....	11
	<u>GENERAL ARTICLES</u>	11
ARTICLE 22	SELECT BOARD TO ACCEPT EASEMENTS	11
ARTICLE 23	DISPOSE OF 116 VINE STREET	11
ARTICLE 24	AUTHORIZE THE TOWN OF LEXINGTON TO PROHIBIT OR RESTRICT THE APPLICATION OF SECOND GENERATION ANTICOAGULANT RODENTICIDES (Citizen Petition).....	12

ARTICLE 25	AMENDMENT TO TOWN MEETING MANAGEMENT PROVISIONS IN TOWN BYLAWS (Citizen Petition)	12
ARTICLE 26	LOCAL VOTING RIGHTS FOR LAWFUL PERMANENT RESIDENTS (Citizen Petition)	12
ARTICLE 27	ALLOW 16 YEAR OLDS VOTING RIGHTS IN MUNICIPAL ELECTIONS (Citizen Petition)	12
ARTICLE 28	ACCURATE REPORTING ON THE NEGATIVE ASPECTS OF LITHIUM-ION BATTERIES (Citizen Petition)	13
	<u>ZONING ARTICLES</u>	13
ARTICLE 29	AMEND ZONING BYLAW - BICYCLE PARKING	13
ARTICLE 30	AMEND ZONING BYLAW - INCLUSIONARY HOUSING FOR SPECIAL RESIDENTIAL DEVELOPMENTS	13
ARTICLE 31	AMEND ZONING BYLAW - NATIONAL FLOOD INSURANCE (NFI) DISTRICT	13
ARTICLE 32	AMEND ZONING BYLAW AND MAP - TECHNICAL CORRECTIONS	14
ARTICLE 33	AMEND ZONING BYLAW - ACCESSORY USES	14
ARTICLE 34	AMEND SECTION 7.5 OF THE ZONING BYLAW TO REDUCE MULTI-FAMILY DWELLING UNIT CAPACITY (Citizen Petition)	14
	ATTACHMENT A MODERATOR LETTER	15
	TOWN MEETING MEMBER LISTING	16

**TOWN OF LEXINGTON WARRANT
ANNUAL TOWN MEETING 2025**

Commonwealth of Massachusetts

Middlesex, ss.

To the Constable of the Town of Lexington, in said County,

Greetings:

In the name of the Commonwealth of Massachusetts, you are directed to notify the inhabitants of the Town of Lexington qualified to vote in elections and in Town affairs to meet in their respective voting places in said Town.

PRECINCT ONE	CARY MEMORIAL BUILDING
PRECINCT TWO	CARY MEMORIAL BUILDING
PRECINCT THREE	LEXINGTON COMMUNITY CENTER
PRECINCT FOUR	CARY MEMORIAL BUILDING
PRECINCT FIVE	CARY MEMORIAL BUILDING
PRECINCT SIX	CARY MEMORIAL BUILDING
PRECINCT SEVEN	CARY MEMORIAL BUILDING
PRECINCT EIGHT	SAMUEL HADLEY PUBLIC SERVICES BUILDING
PRECINCT NINE	LEXINGTON COMMUNITY CENTER

On Monday, the Third Day of March, 2025

From 7:00 a.m. to 8:00 p.m., then and there to act on the following article:

ARTICLE 1 NOTICE OF ELECTION

Two Select Board members; for a term of three years;

One Moderator for a term of one year;

Two School Committee members; for a term of three years;

One School Committee member; for a term of two years;

One Planning Board member; for a term of three years;

One Lexington Housing Authority Member, for a term of five years.

Eight Town Meeting Members in Precinct One, the seven receiving the highest number of votes to serve for terms of three years; the one receiving the next highest number of votes to fill an unexpired term for a seat ending in 2027;

Seven Town Meeting Members in Precinct Two, the seven receiving the highest number of votes to serve for terms of three years;

Nine Town Meeting Members in Precinct Three, the seven receiving the highest number of votes to serve for terms of three years; the one receiving the next highest number of votes to fill an unexpired term for a seat ending in 2027; and the one receiving the next highest number of votes to fill an unexpired term for a seat ending in 2026;

Seven Town Meeting Members in Precinct Four, the seven receiving the highest number of votes to serve for terms of three years;

Seven Town Meeting Members in Precinct Five, the seven receiving the highest number of votes to serve for terms of three years;

Seven Town Meeting Members in Precinct Six, the seven receiving the highest number of votes to serve for terms of three years;

Seven Town Meeting Members in Precinct Seven, the seven receiving the highest number of votes to serve for terms of three years;

Seven Town Meeting Members in Precinct Eight, the seven receiving the highest number of votes to serve for terms of three years;

Seven Town Meeting Members in Precinct Nine, the seven receiving the highest number of votes to serve for terms of three years.

You are also to notify the inhabitants aforesaid to meet at the Margery Milne Battin Hall in the Cary Memorial Building, 1605 Massachusetts Avenue, Lexington or by means of the audio/video conferencing platform described more particularly below

on Monday, the twenty-fourth day of March, 2025 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.

Pursuant to Chapter 92 of the Acts of 2020, as amended, including without limitation by Chapter 2 of the Acts of 2023, the Town Meeting shall be held through a hybrid of in person meeting and remote participation by the means requested by the Moderator as follows:

Town Meeting members will either attend the meeting in person at Margery Milne Battin Hall, or via remote participation. The meeting will be facilitated by use of: (1) the Zoom videoconferencing platform, (2) the online voting tool developed by Select Board member Joe Pato and (3) an online queuing function developed by Select Board member Joe Pato to facilitate debate. Other Town residents who wish to follow the proceedings may do so by attending the meeting in person in the areas reserved for non-Town Meeting Members, or via LexMedia at <https://www.youtube.com/user/LexMediaMATV>. Other residents who wish to participate in the Meeting may email the Town Clerk's Office at clerk@lexingtonma.gov and by completing the online form at <http://www.lexingtonma.gov/town-meeting>.

For more information, please see the Moderator's letter dated December 30, 2024 to the Select Board attached to this warrant as Attachment A.

ARTICLE 2 ELECTION OF DEPUTY MODERATOR AND REPORTS OF TOWN BOARDS, OFFICERS AND COMMITTEES

To see if the Town will vote to approve the Deputy Moderator nominated by the Moderator; 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 Select Board)

DESCRIPTION: This article remains open throughout Town Meeting and reports may be presented at any Town Meeting session by boards, officers, or committees. In addition, the Town will consider the approval of the nomination of a Deputy Moderator as authorized under Section 118-11 of the Code of the Town of Lexington.

ARTICLE 3 APPOINTMENTS TO CARY LECTURE SERIES

To see if the Town will authorize the appointment of the committee on lectures under the wills of Eliza Cary Farnham and Susanna E. Cary; or act in any other manner in relation thereto.

(Inserted by the Select Board)

DESCRIPTION: This is an annual article that provides for the appointment of citizens to the Cary Lecture Series by the Moderator.

FINANCIAL ARTICLES

ARTICLE 4 APPROPRIATE FY2026 OPERATING BUDGET

To see if the Town will vote to make appropriations for expenditures by departments, officers, boards and committees of the Town for the ensuing fiscal year and determine whether the money shall be provided by the tax levy, by transfer from available funds, by transfer from enterprise funds, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Select Board)

FUNDS REQUESTED: See the most recent version of the FY2026 budget proposals posted at <http://lexingtonma.gov/budget>.

DESCRIPTION: This article requests funds for the FY2026 (July 1, 2025 - June 30, 2026) operating budget. The operating budget includes the school and municipal budgets. The operating budget includes requests for funds to provide prospective salary increases for employees, including salaries to be negotiated through collective bargaining negotiations. The budget also includes certain shared expenses.

ARTICLE 5 APPROPRIATE FY2026 ENTERPRISE FUNDS BUDGETS

To see if the Town will vote to appropriate a sum of money to fund the operations of the DPW Water and Wastewater Divisions and the Department of Recreation and Community Programs; determine whether the money shall be provided by the estimated income to be derived in FY2026 from the operations of the related enterprise, by the tax levy, by transfer from available funds, including the retained earnings of the relevant enterprise fund, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Select Board)

FUNDS REQUESTED:

Enterprise Fund	FY2024 Appropriated	FY2025 Appropriated	FY2026 Requested
a) Water			
Personal Services	\$820,510	\$971,418	\$1,074,990
Expenses	\$544,206	\$614,400	\$650,100
Debt Service	\$2,375,660	\$1,386,157	\$1,438,006
MWRA Assessment	\$8,832,742	\$8,432,204	\$9,275,424
Total Water Enterprise Fund	\$12,573,118	\$11,404,179	\$12,438,520
b) Wastewater			
Personal Services	\$356,647	\$464,858	\$497,353
Expenses	\$338,893	\$536,400	\$592,100
Debt Service	\$1,406,381	\$1,592,858	\$1,672,086
MWRA Assessment	\$8,861,891	\$9,153,352	\$10,068,687
Total Water Enterprise Fund	\$10,963,812	\$11,747,468	\$12,830,226
c) Recreation and Community Programs			
Personal Services	\$1,530,004	\$1,824,916	\$1,875,354
Expenses	\$1,359,301	\$1,579,751	\$1,590,835
Total Recreation and Community Programs Enterprise Fund	\$2,889,305	\$3,404,667	\$3,466,189

DESCRIPTION: Under Massachusetts General Laws Chapter 44, Section 53F½, towns may establish Enterprise Funds for a utility, health care, recreation or transportation operation, with the operation to receive related revenue and receipts and pay expenses of such operation. This article provides for the appropriation to and expenditure from

three enterprise funds previously established by the Town. The Recreation and Community Programs Fund includes the operations and programs for the Community Center.

ARTICLE 6 AMEND FY2025 OPERATING, ENTERPRISE AND CPA BUDGETS

To see if the Town will vote to make supplementary appropriations, to be used in conjunction with money appropriated under Articles 4, 5, 9, and 10 of the 2024 Annual Town Meeting, and Articles 4 and 6 of the warrant for the Special Town Meeting 2024-1, to be used during the current fiscal year, or make any other adjustments to the current fiscal year budgets and appropriations that may be necessary; to determine whether the money shall be provided by transfer from available funds including the Community Preservation Fund; or act in any other manner in relation thereto.

(Inserted by the Select Board)

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: This is an annual article to permit adjustments to current fiscal year (FY2025) appropriations.

ARTICLE 7 SUSTAINABLE PROJECTS

To see if the Town will vote to appropriate a sum of money for sustainable capital projects including electric vehicle charging equipment and related infrastructure improvements; the study, design, purchase and installation of a solar collector, canopy, rooftop or other solar energy collection systems, including battery storage and any costs incidental or related thereto; and 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; and further to determine whether the Town will authorize the Select Board to apply for, accept, and expend in anticipation of federal and state aid for such sustainable projects, or act in any other manner in relation thereto.

(Inserted by the Select Board)

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: This article requests funds for sustainable capital projects which may include the purchase and installation of electric vehicle chargers in municipal and public parking lots, the study, design and construction of rooftop solar or solar canopies, including battery storage, and other projects intended to move the Town towards achieving its sustainability goals.

ARTICLE 8 APPROPRIATE FUNDING TO CONSTRUCT A PLAYGROUND IN FLETCHER PARK (Citizen Petition)

To see if the Town will vote to appropriate a sum of money for the purpose of constructing a new playground in Fletcher Park; or to act in any other manner thereto. Fletcher Park is next to the Lexington Police Station, 1557 Massachusetts Avenue. Fletcher Park is abutted by Massachusetts Avenue, Fletcher Avenue, and Woburn Street and the Massachusetts Commuter Bikeway.

(Inserted by Jane Shapiro and 9 or more registered voters)

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: Structures should be safe and suitable for children's use. Structures should be available for children ages 2-5 and structures should be available for children ages 5-12.

ARTICLE 9 ESTABLISH AND CONTINUE DEPARTMENTAL REVOLVING FUNDS

To see if the Town will vote, pursuant to the Massachusetts General Laws Chapter 44, Section 53E½ and Chapter 110 of the Code of the Town of Lexington, to continue existing revolving funds; to amend said Chapter 110 to establish new revolving funds; to determine whether the maximum amounts that may be expended from such new and existing revolving fund accounts in FY2026 shall be the following amounts or any other amounts; or act in any other manner in relation thereto.

(Inserted by the Select Board)

FUNDS REQUESTED:

Program or Purpose for Revolving Funds	FY2026 Authorization
School Bus Transportation	\$1,300,000
Building Rental Revolving Fund	\$647,043
Lexington Tree Fund	\$150,000
DPW Burial Containers	\$60,000
DPW Compost Operations	\$953,383
Minuteman Household Hazardous Waste Program	\$250,000
Senior Services	\$75,000
Residential Engineering Review	\$57,600
Health Programs	\$110,000
Lab Inspections	\$80,000
Tourism Revolving Fund	\$562,000
Refuse and Recycling Collection	\$0

DESCRIPTION: The amount that may be spent from a revolving fund established under Massachusetts General Laws Chapter 44, Section 53E½ must be approved annually by Town Meeting. The Funds are credited with the receipts received in connection with the programs supported by such funds, and expenditures may be made from the revolving fund without further appropriation.

ARTICLE 10 APPROPRIATE FOR THE FY2026 COMMUNITY PRESERVATION COMMITTEE OPERATING BUDGET AND CPA PROJECTS

To see if the Town will vote to hear and act on the report of the Community Preservation Committee on the FY2026 Community Preservation budget and, pursuant to the recommendations of the Community Preservation Committee, to appropriate from the Community Preservation Fund, or to reserve amounts in the Community Preservation Fund for future appropriations; for the debt service on previously authorized financing; for the administrative expenses of the Community Preservation Committee for FY2026; for the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; for the acquisition, creation, preservation and support of community housing; and for the rehabilitation or restoration of open space and community housing acquired or created with moneys from the Community Preservation Fund; to appropriate funds for such projects and determine whether the money shall be provided by the tax levy, or from estimated Community Preservation Act surcharges and the state match for the upcoming fiscal year, by transfer from available funds, including enterprise funds, by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Select Board at the request of the Community Preservation Committee)

FUNDS REQUESTED:

- a. Cotton Farm/Community Center Connector – \$300,000
- b. Simond’s Brook Conservation Area Trail Design & Engineering – \$75,000
- c. Document Conservation – \$21,000
- d. Hancock-Clarke House Roof Replacement – \$57,800
- e. Affordable Housing Trust Funding– \$3,000,000
- f. LexHAB Affordable Housing Support, Restoration, Preservation, and Decarbonization – \$494,140

- g. Park and Playground Improvements – Center Playground – \$1,490,000
- h. Park Improvements – Athletic Fields - Harrington – \$3,197,904*
- i. Lincoln Park Field Improvements #3 – \$1,950,000*
- j. Administrative Budget – \$150,000

DESCRIPTION: The article requests that Community Preservation Funds and other funds as necessary, be appropriated for the projects recommended by the Community Preservation Committee and for administrative costs. *Denotes recommended projects partially funded with CPA Funds.

ARTICLE 11 APPROPRIATE FOR RECREATION CAPITAL PROJECTS

To see if the Town will vote to appropriate a sum of money for recreation-related capital projects and equipment; and determine whether the money shall be provided by the tax levy, by transfer from available funds, including the Recreation and Community Programs Enterprise Fund, by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Select Board at the request of the Recreation Committee)

FUNDS REQUESTED: \$70,000

DESCRIPTION: For a description of the proposed projects, see Section XI: Capital Investment section of the FY2026 budget. The most recent version of the capital section can be found at www.lexingtonma.gov/fy26capital.

ARTICLE 12 APPROPRIATE FOR MUNICIPAL CAPITAL PROJECTS AND EQUIPMENT

To see if the Town will vote to appropriate a sum of money for the following capital projects and equipment:

- a) Transportation Mitigation;
- b) Fire Pumper Truck;
- c) Equipment Replacement;
- d) Sidewalk Improvements;
- e) Hydrant Replacement;
- f) Street Improvements;
- g) Stormwater Management Program;
- h) New Sidewalk Installations - Study and Design;
- i) Intersection Improvements - Adams St. at East St. & Hancock St.;
- j) DPW Building Improvements;
- k) Lincoln Park Parking Lot - Design;
- l) Municipal Technology Improvement Program; and
- m) Network Redundancy & Improvement Plan

and authorize the Select Board to take by eminent domain, purchase or otherwise acquire, any fee, easement or other interests in land necessary therefor; determine whether the money shall be provided by the tax levy, by transfer from available funds, including enterprise funds, by borrowing, or by any combination of these methods; determine if the Town will authorize the Select Board 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 Select Board)

FUNDS REQUESTED: \$11,617,306

DESCRIPTION: For a description of the proposed projects, see Section XI: Capital Investment section of the FY2026 budget. The most recent version of the capital section can be found at www.lexingtonma.gov/fy26capital.

ARTICLE 13 APPROPRIATE FOR WATER SYSTEM IMPROVEMENTS

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

(Inserted by the Select Board)

FUNDS REQUESTED: \$2,334,940

DESCRIPTION: For a description of the proposed projects, see Section XI: Capital Investment section of the FY2026 budget. The most recent version of the capital section can be found at www.lexingtonma.gov/fy26capital.

ARTICLE 14 APPROPRIATE FOR WASTEWATER SYSTEM IMPROVEMENTS

To see if the Town will vote to install and line sanitary sewer mains and sewerage systems and replacements and upgrades to pump stations thereof, including engineering studies and the purchase of equipment in connection therewith; in such accepted or unaccepted streets or other land as the Select Board may determine, subject to the assessment of betterments or otherwise, in accordance with Chapter 504 of the Acts of 1897, and acts in addition thereto and in amendment thereof, or otherwise; and to take by eminent domain, purchase or otherwise acquire any fee, easement or other interest in land necessary therefor; appropriate money for such installation and land acquisition and determine whether the money shall be provided by the tax levy, the wastewater enterprise fund, by transfer from available funds, including any special wastewater funds, by borrowing, or by any combination of these methods; to determine whether the Town will authorize the Select Board to apply for, accept, expend and borrow in anticipation of federal and state aid for such wastewater projects; or act in any other manner in relation thereto.

(Inserted by the Select Board)

FUNDS REQUESTED: \$1,282,431

DESCRIPTION: For a description of the proposed projects, see Section XI: Capital Investment section of the FY2026 budget. The most recent version of the capital section can be found at www.lexingtonma.gov/fy26capital.

ARTICLE 15 APPROPRIATE FOR SCHOOL CAPITAL PROJECTS AND EQUIPMENT

To see if the Town will vote to appropriate a sum of money to maintain and upgrade the schools' technology systems and equipment; 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; or act in any other manner in relation thereto.

(Inserted by the Select Board at the request of the School Committee)

FUNDS REQUESTED: \$1,500,910

DESCRIPTION: For a description of the proposed projects, see Section XI: Capital Investment section of the FY2026 budget. The most recent version of the capital section can be found at www.lexingtonma.gov/fy26capital.

ARTICLE 16 APPROPRIATE FOR PUBLIC FACILITIES CAPITAL PROJECTS

To see if the Town will vote to appropriate a sum of money for capital improvements and renovations, including new construction to public facilities for:

- a) Public Facilities Bid Documents;
- b) Public Facilities Interior Finishes;
- c) School Paving and Sidewalks;

- d) Municipal Building Envelopes and Associated Systems;
- e) Central Administration Building Demolition; and
- f) Estabrook Elementary School Nurse Bathroom Renovation

and determine whether the money shall be provided by the tax levy, by transfer from available funds, including enterprise funds, by borrowing, or by any combination of these methods; to determine if the Town will authorize the Select Board 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 Select Board)

FUNDS REQUESTED: \$5,743,000

DESCRIPTION: For a description of the proposed projects, see Section XI: Capital Investment section of the FY2026 budget. The most recent version of the capital section can be found at www.lexingtonma.gov/fy26capital.

ARTICLE 17 APPROPRIATE TO POST EMPLOYMENT INSURANCE LIABILITY FUND

To see if the Town will vote to appropriate a sum of money to the Town of Lexington Post Retirement Insurance Liability Fund, as established by Chapter 317 of the Acts of 2002; determine whether the money shall be provided by the tax levy, by transfer from available funds, including enterprise funds, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Select Board)

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: This article will allow the Town to continue to fund its liability for post-employment benefits for Town of Lexington retirees. Beginning with the FY2007 audit, the Town has been required to disclose this liability. Special legislation establishing a trust fund for this purpose was enacted in 2002.

ARTICLE 18 RESCIND PRIOR BORROWING AUTHORIZATIONS

To see if the Town will vote to rescind the unused borrowing authority voted under previous Town Meeting articles; or act in any other manner in relation thereto.

(Inserted by the Select Board)

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: State law requires that Town Meeting vote to rescind authorized and unissued debt that is no longer required for its intended purpose.

ARTICLE 19 ESTABLISH, AMEND, DISSOLVE AND APPROPRIATE TO AND FROM SPECIFIED STABILIZATION FUNDS

To see if the Town will vote to create, amend, dissolve, rename or appropriate sums of money to and from Stabilization Funds in accordance with Massachusetts General Laws, Section 5B of Chapter 40, for the purposes of: (a) Section 135, Zoning By-Law; (b) Traffic Mitigation; (c) Transportation Demand Management/Public Transportation; (d) Special Education; (e) Center Improvement District; (f) Transportation Management Overlay District; (g) Capital; (h) Payment in Lieu of Parking; (i) Visitors Center Capital; (j) Affordable Housing Capital; (k) Water System Capital; (l) Ambulance Stabilization Fund; determine whether such sums shall be provided by the tax levy, by transfer from available funds, from fees, charges or gifts or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Select Board)

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: This article proposes to establish, dissolve, and fund Stabilization Funds for specific purposes and to appropriate funds therefrom. Money in those funds may be invested and the interest may then become a part of the particular fund. These funds may later be appropriated for the fund's specific designated purpose by a majority vote of an Annual or Special Town Meeting.

ARTICLE 20 APPROPRIATE FOR PRIOR YEARS' UNPAID BILLS

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

(Inserted by the Select Board)

FUNDS REQUESTED: Unknown at press time

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

ARTICLE 21 APPROPRIATE FOR AUTHORIZED CAPITAL IMPROVEMENTS

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

(Inserted by the Select Board)

FUNDS REQUESTED: Unknown at press time

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

GENERAL ARTICLES

ARTICLE 22 SELECT BOARD TO ACCEPT EASEMENTS

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift, eminent domain or otherwise accept, easement interests for trails, drainage, sewer, utility or other public purposes, on such terms and conditions and in a final location or locations as the Select Board may determine, or act in any other manner in action relation thereto.

(Inserted by the Select Board)

DESCRIPTION: This article would permit the Select Board to accept easements for trails and utility infrastructure in order to allow these amenities to be built and conveyed to the Town as required in accordance with many land use permits, as opposed to requiring each such easement to be approved by Town Meeting.

ARTICLE 23 DISPOSE OF 116 VINE STREET

To see if the Town will vote to authorize the Select Board to sell, lease or otherwise dispose of Town owned land described as parcel 47-45B located at 116 Vine Street for the purposes of developing affordable housing thereon, consistent with the vote on Article 12(b) of 2009 Annual Town Meeting and to authorize the Select Board or its designee to enter into a Land Disposition Agreement and associated agreements in connection therewith; or to act in any other manner thereto.

(Inserted by the Select Board)

DESCRIPTION: In 2009, Annual Town Meeting appropriated Community Preservation Act funds to acquire land on Vine Street for conservation/open space and for community housing. This article would authorize the Board or its designee to offer that portion of the parcel intended for community housing for development by an affordable housing entity subject to a land disposition agreement to be negotiated by the Board or its designee.

ARTICLE 24 AUTHORIZE THE TOWN OF LEXINGTON TO PROHIBIT OR RESTRICT THE APPLICATION OF SECOND GENERATION ANTICOAGULANT RODENTICIDES (Citizen Petition)

To determine if the Town will authorize and request the Select Board to petition the General Court of the Commonwealth for Home Rule Legislation to allow the town of Lexington, notwithstanding the provisions of Chapter 132B of the General Laws or any other general or special law to the contrary, to adopt a bylaw that would prohibit or restrict the application and use of second-generation anticoagulant rodenticides within the Town of Lexington, including the application of such pesticides by licensed commercial applicators as defined in 333 C.M.R. 10.00. SECTION 2. or to take any action in relative thereto.

(Inserted by Marci Cemenska and 9 or more registered voters)

DESCRIPTION: This article would authorize the Select Board to petition the General Court for Home Rule Legislation to allow the Town of Lexington to prohibit or restrict the application and use of second-generation anticoagulant rodenticides, commonly referred to as SGARs, within the Town of Lexington. SGARs are lethal pesticides that stop the blood clotting process. Common SGAR compounds include: brodifacoum, bromadiolone, difenacoum, and difethialone. If enacted, the petitioned special legislation would permit the Town to determine the extent to which SGARs should be prohibited or restricted in Lexington under a future bylaw approved by Town Meeting.

ARTICLE 25 AMENDMENT TO TOWN MEETING MANAGEMENT PROVISIONS IN TOWN BYLAWS (Citizen Petition)

To see if the Town will vote to amend the provisions governing the management of Town Meeting to: Update references to relevant documentation, revise language to improve clarify, consistency, accuracy, and modify the threshold percentage of voting members required to end debate; or to act in any other manner in relation thereto.

(Inserted by Bridger McGaw and 9 or more registered voters)

DESCRIPTION: This article would amend the provisions governing the management of Town Meeting to update references to relevant documents, review language, and modify the threshold percentage of voting members required to end debate.

ARTICLE 26 LOCAL VOTING RIGHTS FOR LAWFUL PERMANENT RESIDENTS (Citizen Petition)

To determine if the Town will authorize and request the Select Board to petition the General Court of the Commonwealth for Home Rule Legislation to allow any resident of the Town of Lexington who is a lawful permanent resident of the United States, and would otherwise be eligible to vote if they were a U.S. citizen, to register and vote in municipal elections within the Town, or to take any other action relative thereto.

(Inserted by Nathalie Huitema and 9 or more registered voters)

DESCRIPTION: This article would authorize the Select Board to petition the General Court for Home Rule Legislation to allow any resident of the Town of Lexington who is a lawful permanent resident of the United States and would otherwise be eligible to vote if they were a US citizen, the ability to register and vote in municipal elections.

ARTICLE 27 ALLOW 16 YEAR OLDS VOTING RIGHTS IN MUNICIPAL ELECTIONS (Citizen Petition)

To determine if the Town will authorize and request the Select Board to petition the General Court of the Commonwealth for Home Rule Legislation to allow any citizens in the Town of Lexington, notwithstanding the provisions of M.G.L. 51, Sections 1, and Section 47A, who have reached the age of 16 or older, to register and vote in municipal elections within the Town, or to take any other action relative thereto.

(Inserted by the Kunal Botla and 9 or more registered voters)

DESCRIPTION: This article would authorize the Select Board to petition the General Court for Home Rule Legislation to allow any citizens in the Town of Lexington sixteen (16) or seventeen (17) years of age, and otherwise qualified to vote, the ability to vote in municipal elections.

ARTICLE 28 ACCURATE REPORTING ON THE NEGATIVE ASPECTS OF LITHIUM-ION BATTERIES (Citizen Petition)

To see if the town will vote to endorse a resolution calling for accurate reporting on the negative aspects of lithium-ion batteries when discussing the desirability of transitioning from fossil fuels to "green energy" alternatives.

(Inserted by Avram Baskin and 9 or more registered voters)

DESCRIPTION: The harmful impacts of fossil fuels on people and the environment is clear and the transition to “clean energy”, including Lithium-ion batteries continues to be a goal for the Town of Lexington. This resolution seeks to educate the public on the impacts of lithium-ion batteries from a scientific, social and environmental justice perspective.

ZONING ARTICLES

ARTICLE 29 AMEND ZONING BYLAW - BICYCLE PARKING

To see if the Town will vote to amend Section 5.1.8 of the Zoning Bylaw to require bicycle parking spaces for uses other than one-family and two-family dwellings for which they are not currently required; allow bicycle parking requirements to be waived during site plan review; or act in any other manner in relation thereto.

(Inserted by the Select Board at the request of the Planning Board)

DESCRIPTION: This article would expand on section 5.1.8 of the Zoning Bylaw to require bicycle parking spaces for additional uses. Presently, the Zoning Bylaw requires bicycle parking spaces only for office, manufacturing, research, and laboratory uses. This amendment would require bicycle parking spaces for all uses other than one-family and two-family dwellings. In addition, it would permit the Planning Board to waive bicycle parking requirements during the site plan review process.

ARTICLE 30 AMEND ZONING BYLAW - INCLUSIONARY HOUSING FOR SPECIAL RESIDENTIAL DEVELOPMENTS

To see if the Town will vote to amend Section 6.9.8 of the Zoning Bylaw to modify how the inclusionary housing requirements are calculated; or act in any other manner in relation thereto.

(Inserted by the Select Board at the request of the Planning Board)

DESCRIPTION: This article would amend the Zoning Bylaw pertaining to how the amount of required inclusionary housing would be calculated using a special residential development’s total proposed gross floor area rather than using the maximum buildout gross floor area as shown on the proof plan.

ARTICLE 31 AMEND ZONING BYLAW - NATIONAL FLOOD INSURANCE (NFI) DISTRICT

To see if the Town will vote to amend the Zoning Map for the National Flood Insurance (NFI) Overlay Districts to reference updated FEMA Flood Insurance Rate Maps (FIRMs); update Zoning Bylaw Sections 7.1 [National Flood Insurance (NFI) District] and 10.0 [Definitions] to comply with FEMA’s Standards and Regulations, including permit requirements and related definitions; or act in any other manner in relation thereto.

(Inserted by the Select Board at the request of the Planning Board)

DESCRIPTION: This amendment will modify the Zoning Map and Sections 7.1 and 10.0 of the Zoning Bylaw to reference the most recent maps issued by FEMA, to comply with FEMA’s recommended standards, and update definitions.

ARTICLE 32 AMEND ZONING BYLAW AND MAP - TECHNICAL CORRECTIONS

To see if the Town will vote to approve certain amendments to the Zoning Bylaw and Zoning Map that are clerical in nature to correct any typographical errors, create consistency, or make other non-substantive changes; or act in any other manner in relation thereto.

(Inserted by the Select Board at the request of the Planning Board)

DESCRIPTION: This article would not change the Zoning Bylaw or Zoning Map in any substantive way, but would correct typos, changes to section references for consistency, and correct any errors discovered during the public hearing process for zoning amendments.

ARTICLE 33 AMEND ZONING BYLAW - ACCESSORY USES

To see if the Town will vote to amend Section 3.2.1 of the Zoning Bylaw by removing the phrase, "and complies with all other Town bylaws or General Laws," or take any other action in related thereto.

(Inserted by the Select Board)

DESCRIPTION: This article would modify the Zoning Bylaw to clarify that the ZBA and other entities are not required to enforce all of the Code of Lexington, leaving proper enforcement to the designated and relevant entities.

ARTICLE 34 AMEND SECTION 7.5 OF THE ZONING BYLAW TO REDUCE MULTI-FAMILY DWELLING UNIT CAPACITY (Citizen Petition)

To see if the Town will vote to: (1) amend Section 7.5 of the Zoning Bylaw and Map to reduce the multi-family dwelling unit capacity it allows by making changes to said section including, but not limited to, reduction or removal of districts, modification of height, setback and other dimensional standards, modification of parking requirements, and imposition of density limits; and (2) place a temporary moratorium, in order to allow the Town a sufficient opportunity to reexamine the operational, capital, financial, and other impacts of Section 7.5 on the Town, on: (a) developments permitted subject to site plan review under Section 7.5, and (b) applications for preliminary or definitive subdivision plans, insofar as such applications are submitted to freeze zoning requirements under Section 7.5; or act in any other manner in relation thereto.

(Inserted by Carol Sacerdote and 9 or more registered voters)

DESCRIPTION: This article would allow amendment of the Zoning Bylaw and Map adopted under Article 34 of the 2023 Annual Town Meeting, which provides for MBTA Communities overlay districts. The Executive Office of Housing and Livable Communities (EOHLC) has specified a target capacity for Lexington, under the MBTA Communities Act, G.L. c. 40A, §3A, of 1,231 new multifamily dwelling units. EOHLC subsequently certified that the capacity created by the adoption of Section 7.5 is 12,546 units. This number of units, if fully built out, would double the number of dwelling units in Lexington. The goal of this article is to amend Section 7.5 to reduce its development capacity to a level closer to the state’s target, and thereby reduce potential worst-case impacts on the Town, including financial impacts, while complying fully with the MBTA Zoning Act. Alternatively, or in addition, this article seeks a temporary moratorium on the development of new projects for a time sufficient to allow a reexamination of the impacts of Section 7.5 on the Town.

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

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

Given under our hands at Lexington this 27th day of January 2025.

Douglas M. Lucente, Chair Select Board
Suzanne E. Barry
Joseph N. Pato of
Jill I. Hai,
Mark D. Sandeen Lexington

A true copy, Attest: Constable of Lexington



Town of Lexington
MODERATOR
DEBORAH BROWN

December 30, 2024

DELIVERED BY EMAIL

Dear Select Board Members,

Pursuant to Massachusetts Section 26 of Chapter 22 of the Acts of 2022, as amended by Section 47 of Chapter 2 of the Acts of 2023, I request approval to conduct the 2025 Annual Town Meeting as a hybrid meeting. I propose to use a combination of: (1) the Zoom videoconferencing platform, (2) the online voting tool developed by Select Board member Joe Pato, and (3) an online queuing function developed by Select Board member Joe Pato to facilitate the process of debate.

I certify that all components of the system described above have been fully tested and utilized successfully for prior Town Meetings, and I am satisfied that this system enables our meetings to be conducted in substantially the same manner whether a member is participating in person or remotely. I certify that the system for those opting for remote participation (i) allows the moderator, town meeting members, town officials and any other interested members of the public to identify and hear the moderator and each town meeting member who attends and participates in the remote meeting, as well as any other individuals who participate in the meeting; (ii) provides the ability to determine whether a quorum is present; (iii) allows participants to request recognition by the moderator and makes such requests visible to the meeting participants and the public; (iv) allows the moderator to determine when a town meeting member wishes to be recognized to speak, make a motion, or raise a point of order or personal privilege; (v) enables the moderator to recognize a town meeting member, town official or other individual and enable that person to speak; (vi) provides the ability to conduct a roll call or electronically recorded vote; (vii) allows any interested members of the public to access the meeting remotely through LexMedia for purposes of witnessing the deliberations and actions taken at the town meeting; (viii) allows members of the public to participate in debate in-person or through the submission of statements for or against a motion; and (ix) provides for the town meeting to be recorded and available for future viewing. I further confirm that I have consulted with Lexington's Commission on Disability regarding system accessibility.

Sincerely,

Deborah Brown
Town Moderator
617-512-7901

AT LARGE MEMBERS

Michael J. Barrett, 7 Augustus Rd. Suzanne E. Barry, 159 Burlington St. Deborah J. Brown, 47 Robinson Rd. Michelle Ciccolo, 50 Shade St. Jill I. Hai, 6 Highland Ave. Douglas M. Lucente, 17 Vine Brook Rd. Joseph N. Pato, 900 Massachusetts Ave. Mark Sandeen, 10 Brent Rd.

Precinct 1

Term Expires 2025

Lois Angelo, 11 Spencer St. Cristina A. Burwell, 6 Albemarle Ave. Larry D. Freeman, Jr., 218 Lowell St. Stephanie Hayes Hsu, 9 Locke Ln. Eric Jay Michelson, 45 Circle Rd. Valerie Gale Overton, 25 Emerson Gdns Katherine Reynolds, 114 Lowell St.

Term Expires 2026

John C. Bartenstein, 46 Sanderson Rd. James C. Luker, 26 Rindge Ave. Noah Samuel Michelson, 45 Circle Rd. Margaret Muckenhoupt, 19 Whipple Rd. John F. Rossi, 40 Arcola St. Bella D. Tsvetkova, 42 Lowell St. Albert Paul Zabin, 1 Page Rd.

Term Expires 2027

Sandhya R. Beebee, 10 Page Rd. Robert William Cunha, 10 Stevens Rd. Tanya J. Gisolfi-McCready, 22 Cliffe Ave. Janet M. Kern, 72 Lowell St. Carol Jeanne Sampson, 8 Brandon St. Judith Liskov Zabin, 1 Page Rd. *James L. Avery, 8 Daniels St. *William A. Carlson, 185 Lowell St. *Sarah England Carter, 65 Spencer Ave. *Charles James, 218 Lowell St.

Precinct 2

Term Expires 2025

Matthew Cohen, 29 Tower Rd. Matthew P. Daggett, 11 White Pine Ln. Rita B. Goldberg, 10 Independence Ave. Ajay T. Joseph, 46 Golden Ave. Ricki Donna Pappo, 16 Blossomcrest Rd. Emilie Rinard Webster, 7 Lexington Ave. Betsy Weiss, 8 Dover Ln.

Term Expires 2026

Avram S. Baskin, 43 Carville Ave. Sarah S. Daggett, 11 White Pine Ln. Carolyn M. Goldstein, 10 Peacock Farm Rd. Jeffrey C. Howry, 5 Bennett Ave. Mark Allan Manasas, 6 Bennett Ave. Jonathan E. Suber, 56 Taft Ave. Laura W. Swain, 29 Locust Ave.

Term Expires 2027

Marian A. Cohen, 8 Plymouth Rd. Barbara Katzenberg, 37 Moon Hill Rd. Peter B. Lee, 770 Waltham St. Syed Ali Rizvi, 237 Worthen Rd. E. Kenneth J. Shine, 7 Ellis St. Rita Vachani, 75 Blossomcrest Rd. Amy K. Weinstock, 33 Dawes Rd. *Sean D. Osborne, 822 Massachusetts Ave. *Joseph N. Pato, 900 Massachusetts Ave. *Huayu Xiong, 8 Blossomcrest Rd.

Precinct 3

Term Expires 2025

Courtney McCollum Apgar, 31 Barberry Rd. Sallye F. Bleiberg, 960 Waltham St. #170 Christopher Buenrostro, 59 Potter Pond Sudhir K. Jain, 3 Benjamin Rd. Jeanne K. Krieger, 44 Webster Rd. Glenn Parker, 186 Spring St. Prashant Singh, 65 Munroe Rd Franklin E. Smith, 7 Potter Pond Hua Wang, 16 Hudson Rd.

Term Expires 2026

Bronte M. Abraham, 22 Hudson Rd. Cynthia E. Arens, 7 Kitson Park Dr. Norman Paul Cohen, 1010 Waltham St. #291 Steven Philip Heinrich, 11 Potter Pond Ipek Ozer-Stillman, 6 Stonewall Rd. Stanley Yap, 30 April Ln.

Term Expires 2027

Joshua F. Apgar, 31 Barberry Rd. Delanot Bastien, 3111 Main Campus Dr. Michael J. Martignetti, 37 Barberry Rd. Letha MS Prestbo, 470 Concord Ave. Robert I. Rotberg, 14 Barberry Rd. Michael J. Schanbacher, 516 Concord Ave. *James Britton Baldwin, 39 Potter Pond *Patrick R. Mehr, 31 Woodcliffe Rd. *Bindu J. Vyas, 503 Waltham St.

Precinct 4

Term Expires 2025

Nyles Nathan Barnert, 142 Worthen Rd. Linda Boardman Liu, 18 Belfry Ter. Lawrence Chan, 10 Hilltop Ave. Wendy K. Manz, 3 Captain Parker Arms, #24 Gerald Paul, 43 Highland Ave. Kathryn A. Roy, 382 Marrett Rd. Sandra J. Shaw, 51 Wachusett Dr.

Term Expires 2026

Alessandro Alessandrini, 32 Slocum Rd. Michael P. Boudett, 39 Prospect Hill Rd. Kathryn Rivard Colburn, 49 Forest St. Katie Ponty Cutler, 115 Kendall Rd. Heather Lynn Hartshorn, 62 Farmcrest Rd. Nancy Ann Shepard, 2 Baskin Rd. Ruth S. Thomas, 10 Parker St.

Term Expires 2027

Gloria J. Bloom, 17 Loring Rd. Kunal P. Botla, 40 Grapevine Ave. Robert N. Cohen, 10 Grassland St. Eileen S. Jay, 191 Waltham St. Charles W. Lamb, 55 Baskin Rd. Kathleen M. Lenihan, 60 Bloomfield St. Jennifer B. Richlin, 36 Sherburne Rd. *Carol R. Sacerdote, 15 Loring Rd. *Peter Shapiro, 113 Waltham St.

Precinct 5

Term Expires 2025

Irene Margaret Dondley, 22 Leonard Rd. Marilyn M. Fenollosa, 10 Marshall Rd. Andrew Friedlich, 22 Young St. Jerold S. Michelson, 3 Clyde Pl. Melanie A. Thompson, 360 Lowell St. M. Masha Traber, 106 Maple St. John Zhiqiang Zhao, 10 Cooke Rd.

Term Expires 2026

Nancy Corcoran-Ronchetti, 340 Lowell St. Judith Ann Crocker, 5 Currier Ct. Anthony Grant Galaitis, 7 Burroughs Rd. Steven B. Kaufman, 116 East Emerson Rd. Pamela B. Lyons, 51 Grant St. Lin Xu, 117 Vine St. Lily Manhua Yan, 46 Courtyard Pl.

Term Expires 2027

Anil Ahuja, 7 Leonard Rd. Ting Fang, 39 Courtyard Pl. Sarah E. Higginbotham, 21 Byron Ave. Joyce S. Murphy, 1505 Massachusetts Ave. Kristin McKay Pechinsky, 38 Saddle Club Rd. Marc A. Saint Louis, 5 Brookwood Rd. Alex J. Tsouvalas, 77 Grant St. *Monica Karin Davis, 26 Hayes Ln. *Lana Panasyuk, 28 Saddle Club Rd. *Catherine Yan, 211 East Emerson Rd.

** New Candidates for 2025 Annual Town Election † Moved/Resigned*

Precinct 6Term Expires 2025

Sara Gurley Bothwell Allen, 158 Burlington St.
Margaret L. Counts-Klebe, 8 Hancock Ave.
Andrea J. Fribush, 61 East St.
Frederic Steven Johnson, 4 Stetson St.
Dawn E. McKenna, 9 Hancock St.
Deborah Cohen Strod, 10 Thoreau Rd.
Eran Cohen Strod, 10 Thoreau Rd.

Term Expires 2026

Thomas C. Barry, 159 Burlington St.
Jonathan Andrew Himmel, 66 Hancock St. Morton Gerald Kahan, 44 Hancock St. Innessa Anne Manning, 46 York St. Bridger E. McGaw, 89 Meriam St. Dinesh Patel, 22 Brent Rd.
Ryan Samuel Wise, 8 Berwick Rd.

Term Expires 2027

Edmund C. Grant, 27 Grove St.
Jyotsna Kakullavarapu, 5 Diamond Rd.
Brian P. Kelley, 44 Grant St.
Susan Ann McLeish, 665 Lowell St. #52
Deepika Sawhney, 6 Porter Ln.
Taylor Singh, 40 Hancock St.
Vinita Verma, 3 Graham Rd.
*Lance P. Bradley, 24 Longfellow Rd.
*Olga Puchmajerova Guttag, 273 Emerson Rd.
*Jeremy Levitan, 10 Adams St.
*Sarah Wolfson, 164 Grant St.

Precinct 7Term Expires 2025

Christian L. Boutwell, 22 Burlington St.
Mary C. Burnell, 4 Eaton Rd.
Robert Kevin Creech, 2 Grimes Rd.
Mary Causey Hamilton, 23 Fifer Ln.
Vikas Kinger, 13 Donald St.
Leonard J. Morse-Fortier, 20 Bernard St.
Robert D. Peters, 43 Fifer Ln.

Term Expires 2026

Sara Cuthbertson, 541 Bedford St.
Harry Clarke Forsdick, 46 Burlington St. Pam Hoffman, 4 Rangeway
Samita A. Mandelia, 59 Harding Rd.
Raul Marques-Pascual, 4 John Benson Rd. Tina M. McBride, 45 Turning Mill Rd. Umesh Shelat, 34 James St.

Term Expires 2027

Marsha Baker, 46 Burlington St.
Philip K. Hamilton, 23 Fifer Ln.
Stacey A. Hamilton, 25 Robinson Rd.
David G. Kanter, 48 Fifer Ln.
Meghana Khanolkar, 63 Winter St.
Benjamin Charles Lees, 57 Gleason Rd.
Pamela C. Tames, 26 Bertwell Rd.
*Archan Basu, 34 Harding Rd.
*Vida Figueras Bateria Hom, 175 Grove St.
*Katharine Blauer, 46 Robinson Rd.
*Sandra Hackman, 65 Fifer Ln.
*Letitia J. Hom, 175 Grove St.
*Monami D. Roy, 36 Bertwell Rd.

Precinct 8Term Expires 2025

Victoria C. Buckley, 18 Bates Rd.
Margaret E. Coppe, 202 Katahdin Dr.
Peggy. Enders, 11 Kimball Rd.
Alix O'Brien Fox, 5 Hillside Ter.
Betty J. Gau, 64 Ward St.
Alan Mayer Levine, 54 Reed St.
Sudhir Ranjan, 155 Reed St.

Term Expires 2026

Robert M. Avallone, 21 Constitution Rd.
Lauren Deems Black, III, 143 Bedford St.
Shailesh Chandra, 10 Childs Rd.
Gang Chen, 24 Bellflower St.
Thomas R. Diaz, 13 Lois Ln.
Robin L. Lovett, 18 Bates Rd.
Andrei Radulescu-Banu, 86 Cedar St.

Term Expires 2027

Heidi Pasternak Burkholder, 51 Ward St. Lin D. Jensen, 133 Reed St.
Brielle Kissel Meade, 17 Manning St. James Arthur Osten, 8 Revere St. Sanjay Padaki, 46 Ward St.
Dahua Pan, 34 Balfour St.
Jessica G. Steigerwald, 143 Cedar St. *Lisa A. Newton, 15 Ledgelawn Ave. *Alan V. Seferian, 10 Augustus Rd

Precinct 9Term Expires 2025

Victoria Lawrence Blier, 41 Shade St. Scott Foster Burson, 5 Willard Cir. Rodney E. Cole, 80 School St. Diana J. Donovan, 112 Shade St. Thomas O. Fenn, 15 Shade St. Vineeta Ajay Kumar, 14 Munroe Rd. Janet M. Perry, 16 Ellison Rd.

Term Expires 2026

Shireen Ahmed, 393 Lincoln St.
Mark Valerian Andersen, 2400 Massachusetts Ave.
Hemaben P. Bhatt, 8 Jean Rd.
Todd O. Burger, 386 Lincoln St.
Jeanne P. Canale, 29 Shade St.
Suzanne D. Lau, 18 Phinney Rd.
Lisah Susan Schmidt Rhodes, 482 Marrett Rd.

Term Expires 2027

Richard L. Canale, 29 Shade St.
Mollie K. Garberg, 16 Cary Ave.
Kimberly Hensle-Lowrance, 23 Tufts Rd.
Philip T. Jackson, 50 Shade St.
Ethan Paul Kiczek, 26 Tufts Rd.
Alicia M. Morris, 19 Welch Rd.
Thomas R. Shiple, 18 Phinney Rd.
*Foster Joseph Jackson, 50 Shade St.
*Elizabeth Ruth Mettetal, 6 Hastings Rd.

* New Candidates for 2025 Annual Town Election † Moved/Resigned

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Presentation - 2025 ATM Warrant Article - FY26 Community Preservation Committee (CPC) Operating Budget and Projects

PRESENTER:

Marilyn Fenollosa, Chair of the
Community Preservation Committee

ITEM NUMBER:

I.7

SUMMARY:

Category: Informing

The Chair of the CPC committee will present an overview of Article 10 for Annual Town Meeting.

SUGGESTED MOTION:

FOLLOW-UP:

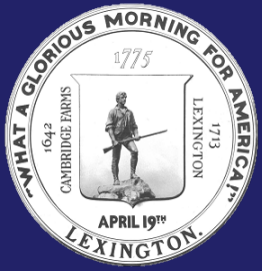
DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

8:20pm

ATTACHMENTS:

Description	Type
☐ Article 10 CPC projects	Backup Material
☐ Article 10 CPC article text	Backup Material

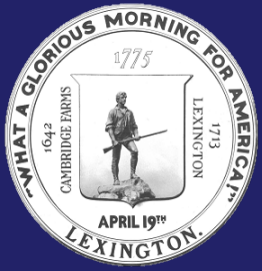


The Community Preservation Act in Lexington



Presentation to Select Board: 1/27/2025

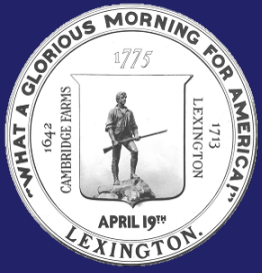
Article 10: FY26 Projects



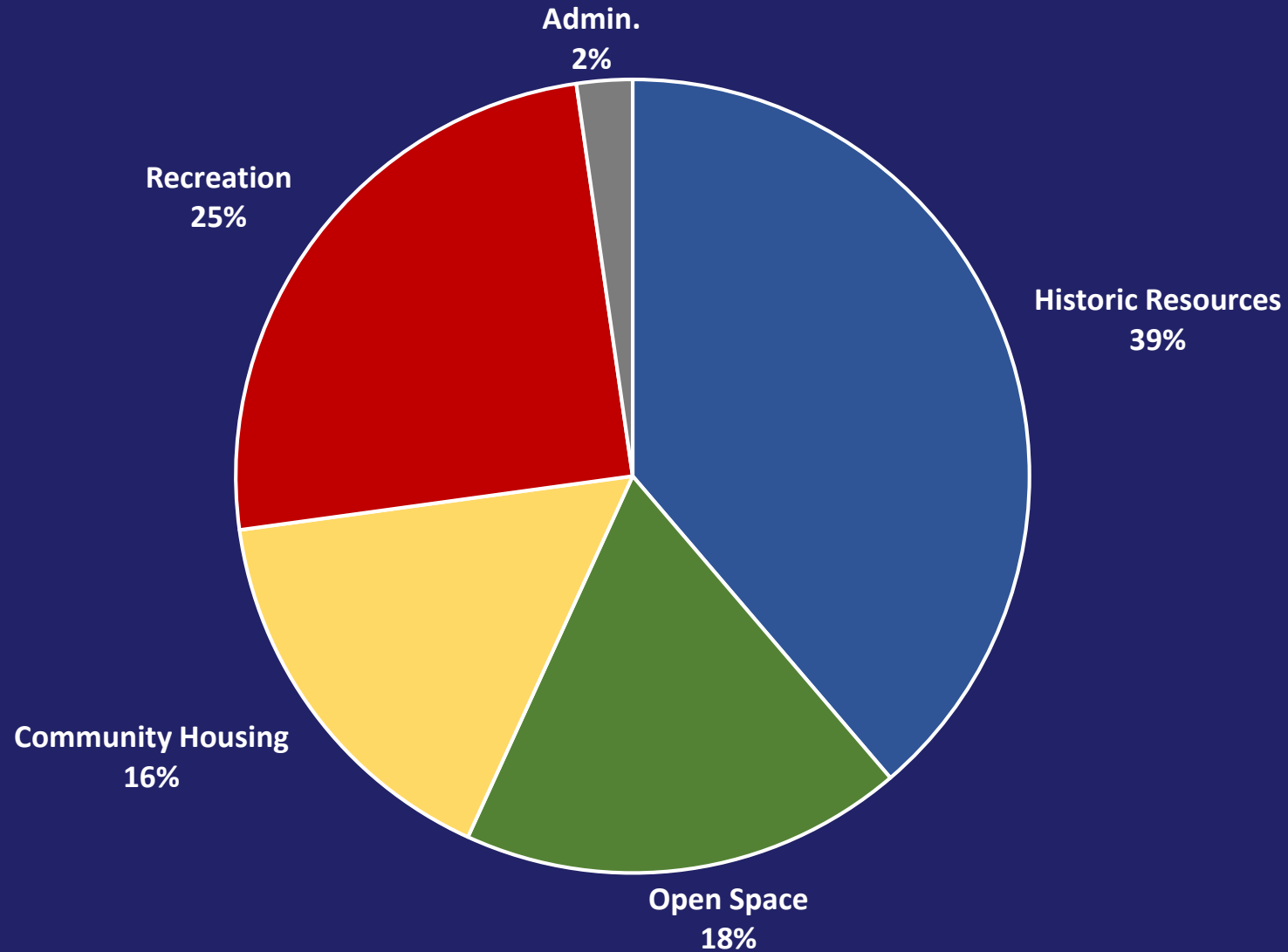
CPA Project Funding to Date

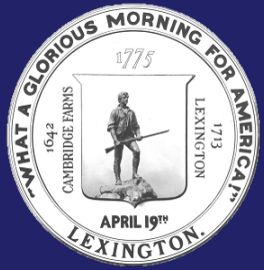
- **Community Housing** \$17.9 million
 - Created 40 units of Community Housing
- **Historic Resources** \$43.5 million
 - Funded 104 Historic Resource projects
- **Open Space** \$20.3 million
 - Acquired or preserved 68 acres of Open Space
- **Recreational Resources** \$27.9 million
 - Created or preserved 77 Recreational Resources
- **TOTAL** **\$109.6 million***

* (Does not include debt service or total administrative expense appropriation)



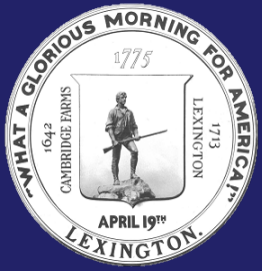
Percentages Appropriated to Date





State Matches to Date

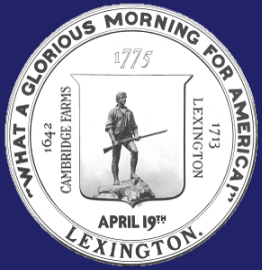
<u>Fiscal Year</u>	<u>Percentage</u>	<u>Amount</u>
2008	100.00	\$2,556,362
2009	69.40	\$1,927,708
2010	36.17	\$1,060,390
2011	28.22	\$ 858,729
2012	27.62	\$ 885,463
2013	27.79	\$ 929,507
2014	54.09	\$1,932,347
2015	32.56	\$1,230,116
2016	30.70	\$1,229,774
2017	21.30	\$ 897,243
2018	17.80	\$ 789,905
2019	19.80	\$ 922,256
2020	24.80	\$1,219,950
2021	29.70	\$1,549,955
2022	45.50	\$2,500,261
2023	39.96	\$2,323,956
2024	21.80	\$1,354,935
2025	18.73	\$1,234,313
TOTAL		\$25,403,170



Available for Appropriation

(at the beginning of 2025 Annual Town Meeting)

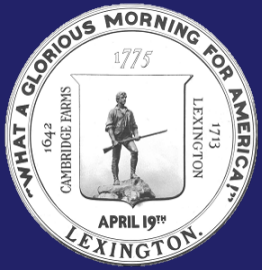
• Available Balances	\$2,923,289
• Estimated Surcharge	\$7,110,000
• Estimated State Match	\$1,030,000
• Estimated Interest Income	\$ 150,000
• TOTAL	\$11,213,289



Ending Balance (after 2025 Annual Town Meeting)

Funds Available for Appropriation	\$11,213,289
ATM Projects Art. 10 (a-i)	(\$7,495,844)
Administrative Expenses Art. 10 (j)	(\$ 150,000)
ENDING BALANCE	\$3,567,445*

*Of this balance, \$1,297,161 is restricted to Open Space and \$770,283 is restricted to Historic Resources. The remaining \$1.5 million reserve is available for all funding categories.

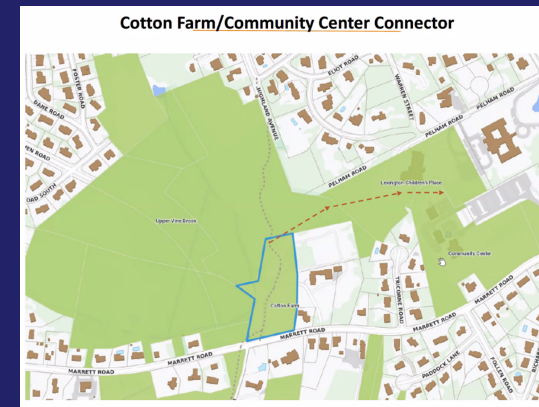


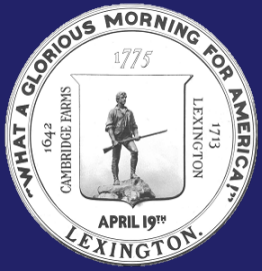
Article 10 (a) Cotton Farm/Community Center Connector

Open Space (9-0)

\$300,000

Surveying,
engineering, and
design for a trail
connecting Cotton
Farm and the
Lexington Community
Center



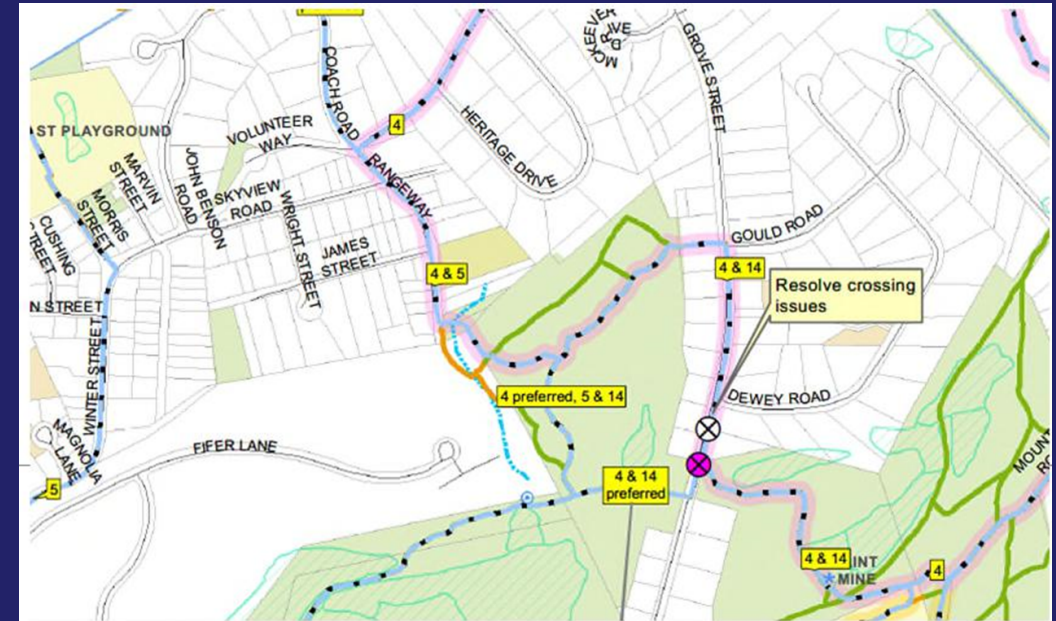


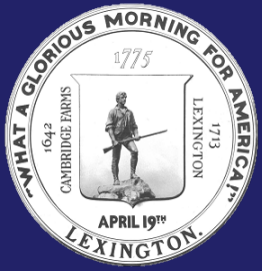
Article 10 (b) Simond's Brook Conservation Area Trail Design and Engineering

Open Space (9-0)

\$75,000

Surveying, engineering, and design for a new trail connecting Rangeway St. and an existing trail entering from Grove St.

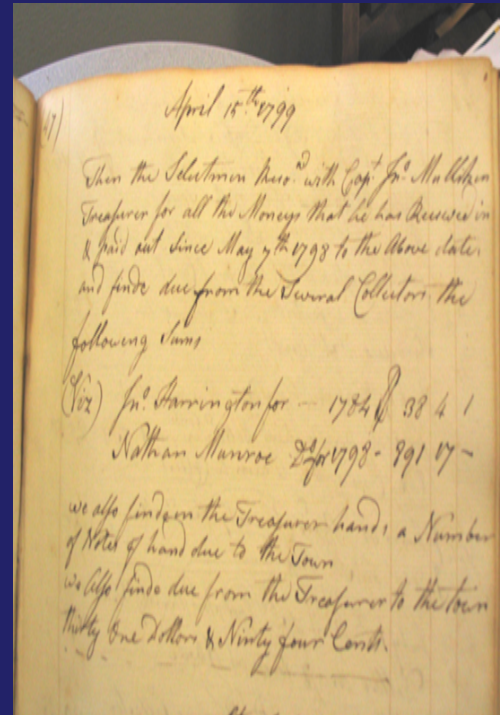


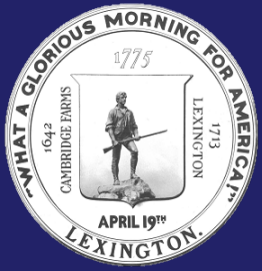


Article 10 (c) Document Conservation

Historic Resources (9-0) \$21,000

Conservation and preservation of 19th and 20th century historic municipal documents and records.





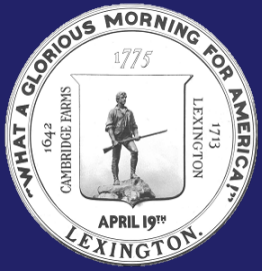
Article 10 (d) Hancock-Clarke House Roof Replacement

Historic Resources (9-0)

\$57,800

Replacing and weatherproofing roof to preserve and protect historic Hancock-Clarke House.





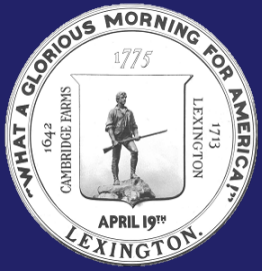
Article 10 (e)

Affordable Housing Trust Funding

Community Housing (9-0) \$3,000,000

Funding for acquisition, holding, and other affordable housing costs, hiring of consultants to prepare RFPs, preparation of housing needs assessments, etc.



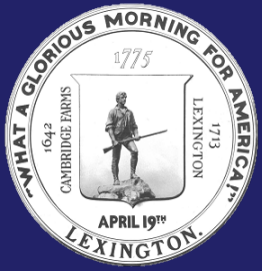


Article 10 (f) LexHAB Affordable Housing Support, Restoration, Preservation, and Decarbonization

Community Housing (9-0) \$494,140

Preservation and rehabilitation of multiple LexHAB units, including roof replacement, new doors, exterior painting to prevent damage, and decarbonization efforts; plus rent subsidies for LexHAB's lowest income tenants.





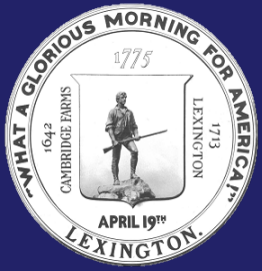
Article 10 (g) Park and Playground Improvements – Center Playground

Recreational Resources (8-0-1)

\$1,490,000

Update and replacement of playground equipment. Includes poured-in-place safety surfacing and universal access to play equipment.





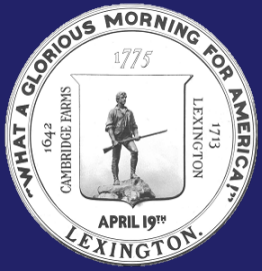
Article 10 (h) Park Improvements – Athletic Fields - Harrington

Recreational Resources (9-0)

\$1,197,904

Construction of two rectangular athletic fields at 146 Maple Street following demolition of the LPS Central Office Building





Article 10 (i) Lincoln Park Field Improvements

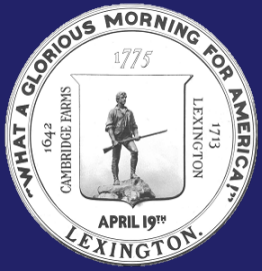
Recreational Resources (8-1)

\$860,000

Replacement of the Athletic Field #3 at Lincoln Park, including construction, landscaping, and site improvements.



#3

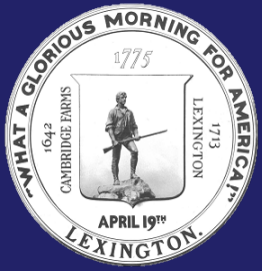


Article 10 (j) Administrative Expenses

Administrative (9-0) \$150,000

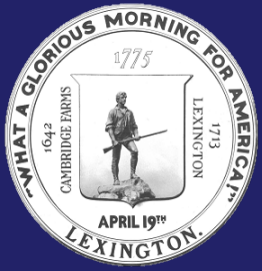
Staff expense, legal bills, Community Preservation Coalition dues, miscellaneous expenses, and \$50,000 in land planning funds (including appraisals).





Thank you for your support!





For Additional Information and to Post Questions:

- Website:

lexingtonma.gov/720/Community-Preservation-Committee

- Contact us:

communitypreservationcomm@lexingtonma.gov

**ARTICLE 10 APPROPRIATE FOR THE FY2026 COMMUNITY PRESERVATION COMMITTEE
OPERATING BUDGET AND CPA PROJECTS**

To see if the Town will vote to hear and act on the report of the Community Preservation Committee on the FY2026 Community Preservation budget and, pursuant to the recommendations of the Community Preservation Committee, to appropriate from the Community Preservation Fund, or to reserve amounts in the Community Preservation Fund for future appropriations; for the debt service on previously authorized financing; for the administrative expenses of the Community Preservation Committee for FY2026; for the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; for the acquisition, creation, preservation and support of community housing; and for the rehabilitation or restoration of open space and community housing acquired or created with moneys from the Community Preservation Fund; to appropriate funds for such projects and determine whether the money shall be provided by the tax levy, or from estimated Community Preservation Act surcharges and the state match for the upcoming fiscal year, by transfer from available funds, including enterprise funds, by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Select Board at the request of the Community Preservation Committee)

FUNDS REQUESTED:

- a. Cotton Farm/Community Center Connector – \$300,000
- b. Simond’s Brook Conservation Area Trail Design & Engineering – \$75,000
- c. Document Conservation – \$21,000
- d. Hancock-Clarke House Roof Replacement – \$57,800
- e. Affordable Housing Trust Funding– \$3,000,000
- f. LexHAB Affordable Housing Support, Restoration, Preservation, and Decarbonization – \$494,140
- g. Park and Playground Improvements – Center Playground – \$1,490,000
- h. Park Improvements – Athletic Fields - Harrington – \$3,197,904*
- i. Lincoln Park Field Improvements #3 – \$1,950,000*
- j. Administrative Budget – \$150,000

DESCRIPTION: The article requests that Community Preservation Funds and other funds as necessary, be appropriated for the projects recommended by the Community Preservation Committee and for administrative costs.

*Denotes recommended projects partially funded with CPA Funds.

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Presentation - 2025 ATM Warrant Article - (Citizens Petition) Accurate Reporting on the Negative Aspects of Lithium-Ion Batteries

PRESENTER:

Avram Baskin

ITEM NUMBER:

I.8

SUMMARY:

Category: Informing

Avram Baskin will give a short overview about the article/motion for the Accurate Reporting on the Negative Aspects of Lithium-Ion Batteries. He will be available to answer questions about this article.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

8:40pm

ATTACHMENTS:

Description	Type
☐ Art 28 Lithium-Ion batteries article text	Backup Material
☐ Article 28 Lithium-Ion Batteries Presentation	Backup Material
☐ Art 28 Lithium-ion batteries motion 1.23.25	Backup Material

ARTICLE 28 ACCURATE REPORTING ON THE NEGATIVE ASPECTS OF LITHIUM-ION BATTERIES (Citizen Petition)

To see if the town will vote to endorse a resolution calling for accurate reporting on the negative aspects of lithium-ion batteries when discussing the desirability of transitioning from fossil fuels to "green energy" alternatives.

(Inserted by Avram Baskin and 9 or more registered voters)

DESCRIPTION: The harmful impacts of fossil fuels on people and the environment is clear and the transition to “clean energy”, including Lithium-ion batteries continues to be a goal for the Town of Lexington. This resolution seeks to educate the public on the impacts of lithium-ion batteries from a scientific, social and environmental justice perspective.

Accurate Reporting on the Negative Aspects of Lithium-Ion Batteries

These posters represent the discussions we have in Lexington about the critical need to transition from fossil fuels to lithium-ion batteries.

We describe these batteries as green and clean and healthy.

The poster features the logos for 'quiet. COMMUNITIES' and 'AGZA AMERICAN GREEN ZONE ALLIANCE'. The main title is 'GREEN, QUIET & HEALTHY' in large blue letters, followed by 'A Regional Workshop for Land Care Professionals'. The event details are: 'Wednesday, May 8th, 10:00 AM - 1:00 PM, Cary Memorial Hall, 1605 Massachusetts Ave, Lexington MA'. A call to action reads: 'Calling all landscaping professionals to learn from leaders in the field on transitioning to battery-powered equipment:'. A bulleted list includes: 'The latest in commercial equipment via a live expo with top manufacturers', 'The economics of gas vs. electric', 'Beneficial impacts', and 'Case studies and success stories'. A QR code is present, and a 'REGISTER HERE' link is provided. Three blue buttons at the bottom list 'Equipment Giveaways', 'NALP Continuing Education Credits', and 'Lunch Included'. Logos for the City of Lexington, Wellesley Natural Resources Commission, Sustainable Wellesley, and Lexington Climate Action Network are at the bottom.

The poster has a blue background with a white cloud-like shape containing the text 'Vote YES'. To the right, 'March 7' is written in white on a blue background. Below this, 'Quiet Clean Healthy' is written in large blue letters. At the bottom, 'QuietCleanLex.org' is written in white on a dark green background. There are small grass icons on either side of the bottom text.

The objective of this article is to encourage staff, committees, and other Lexington organizations to be open and honest in our advocacy for lithium-ion batteries. Climate change poses an existential threat to all life on earth and fossil fuels are one of the main contributors. While critical to reducing dependence on fossil fuels, lithium-ion batteries have environmental impacts and social and environmental justice issues that affect indigenous and marginalized communities around the world.

Referring to lithium-ion batteries as green, clean, and healthy is not accurate and does not acknowledge the pain of those indigenous and marginalized communities. My hope is that we will stop describing these batteries as green and clean and healthy.

It is NOT an objective of this article to inspire anyone to try and reverse any prior votes of town meeting, to reword any prior votes of town meeting, or to change the implementation dates of any prior votes of town meeting.

Carbon Footprint

Cradle to grave studies, or lifecycle analysis, consider cumulative emissions from extraction, manufacturing, fuel production and distribution, vehicle use, and end-of-life disposal.

The aggregated data compares emissions from different energy sources, in this case, gasoline powered vehicles and electric vehicles.

Cradle to grave studies by the MIT Energy Initiative and Argonne National Laboratory reached similar conclusions.

- Gasoline powered vehicles are dirtier than electric vehicles
- Electric vehicles have their own carbon footprint and also contribute to climate change and global warming — they are a less dirty alternative.

Social & Environmental Justice Issues

The social and environmental justice issues associated with lithium-ion batteries occur throughout their lifecycle — production (mining and refinement), use (placement of infrastructure), and disposal.

Cobalt Mining in the Democratic Republic of the Congo

The Democratic Republic of the Congo is the source of 70% of the cobalt currently used worldwide.

- The indigenous population lives in abject poverty - average salary is \$1,200/year
- Adults and children work under slave labor conditions
- Young girls and adult women are subject to various forms of sexual abuse related to the mining of cobalt

- Adults and children working as artisanal miners lack the most basic protective equipment — gloves, face masks, boots, goggles, or helmets
- Lack of protective equipment causes a variety of severe health issues, some fatal
- Amnesty International visited a village where the residents showed that the water in the stream they drank from was contaminated by the discharge of waste from a mineral processing plant
- Residents are often forced to leave their homes to make way for mine expansion

Lithium Mining In South America

South America's lithium "golden triangle" is the source of 60% of the lithium currently used worldwide.

- Extraction of lithium from brines stored deep underground is energy intensive and requires large amounts of water
- Once on the surface, the brines are left to dry in arid salt flats
- The extraction and drying process degrades the local environment and negatively impacts the health and quality of life of the indigenous population
- Indigenous communities do not have legal options because there is not a process for negotiation with mining companies

Lithium Mining at Thacker Pass, Nevada

Thacker Pass may contain the largest known lithium deposits in the United States.

A 6,000 acre open-pit lithium mine on Thacker Pass has been proposed

- Lithium Nevada promises responsible mining practices and environmental sustainability, but there will be a carbon footprint, water lost, and an impact on the environment
- At full production, almost 153,000 tons of carbon dioxide will be emitted, 680,000 tons of sulfur will be burned, and nearly two billion gallons of water will be consumed annually

The People of Red Mountain (PRM) represents members of the Fort McDermitt Paiute and Shoshone tribes.

- For PRM, Thacker Pass, known as Peehee Mu'huh (Rotten Moon), is sacred ground that includes cultural and burial sites
- They believe the Bureau of Land management did not communicate with the tribes in good faith
- PRM believes there will be a devastating environmental and spiritual cost for the Native Americans they represent, amounting to “cultural genocide to the Paiute and Shoshone people”

Mining the Ocean Floor

On the horizon is the mining of the ocean floor, an untapped source of lithium, cobalt, and other metals needed for lithium-ion batteries.

- Scientists who study deep-sea ecosystems believe this mining will cause serious and irreversible damage
- Mining will contribute to global warming and climate change and will put new pressures on global fisheries

Indigenous communities that rely on fishing as a way of life live within areas where proposed mining will take place.

- Fishing is the main source of revenue, employment, and food
- Indigenous people have cultural connections to the oceans that will be disrupted by deep-sea mining
- Deep-sea mining will have negative impacts on local economies, wellbeing, and the human right to food and health

Inequitable Placement of Energy Infrastructure

A 2024 study from the Union of Concerned Scientists and three other organizations showed that the siting of energy infrastructure in Massachusetts has historically been disproportionately located in environmental justice communities.

The climate bill signed by Governor Healey addressed the issues raised in the study and in a subsequent blog post by Paula Garcia, the studies lead author. Included are a required cumulative impacts analysis, representatives from environmental justice and indigenous communities to the Energy Facilities Siting Board, and prioritization of health and climate change in decision making.

The climate bill had a positive outcome for environmental justice communities in Massachusetts. But, there are environmental justice communities across the country and around the world that will continue to suffer from inequitable placement of energy infrastructure.

Electric Battery End-of-Life Disposal

Worldwide, only a fraction of lithium-ion batteries are recycled.

- A report from Resource Recycling Systems estimates that between 75% and 92% of these batteries are not disposed of properly
- When these batteries enter the waste stream, they are subject to a variety of conditions that can damage them and cause fires that release toxic fluoride gas, carbon monoxide, and other toxic substances

- Batteries that are not disposed of properly can end up in landfills that are disproportionately located near low-income, non-white communities
- According to the Environmental Protection Agency, over a seven year period 78% of recycling centers and 40% of landfills had at least one fire related to lithium-ion batteries

Promising New Technologies

There are technologies currently under development that may reduce the negative impacts from the mining of cobalt and lithium or replace these metals altogether. The timeline for these technologies is that most will not be available on an industrial scale until at least 2030.

Closing Thoughts

In Judaism, we have the concept of Tikkun Olam, which teaches us that we have a responsibility to do what we can to repair the world. That's "the world", not our little, wealthy, privileged corner of the world.

Lexington's green, clean, and healthy has negative environmental, social justice, and environmental justice consequences for indigenous people and marginalized communities throughout the world. We owe it to them to be open and honest about the bad as well as the good of the technology that we like.

I believe that Lexington residents are smart and thoughtful. Being open and honest about lithium-ion batteries will not cause residents to be less committed to fighting climate change and transitioning to green energy. Rather, it will make our advocacy more credible.

Notes and Contact Information

For more detailed information, refer to the supporting document included in the Additional Materials section for this article on the 2025 Annual Town Meeting webpage, also titled *Accurate Reporting on the Negative Aspects of Lithium-Ion Batteries*.

This presentation and the supporting document were written for what I assumed was a primarily non-technical audience. For more technical information, there is a link to each source in the References section of the supporting document.

If you have any questions, feel free to contact me.

avram.baskin@icloud.com

Town of Lexington
Motion
2025 Annual Town Meeting

ARTICLE 28 **ACCURATE REPORTING ON THE NEGATIVE ASPECTS OF LITHIUM-ION BATTERIES (Citizen Petition)**

MOTION: That the Town adopts the following resolution:

WHEREAS, climate change and global warming present an existential threat to all life on earth;

WHEREAS, Lexington has repeatedly stated that it is a goal of the community to reduce the impact of climate change and global warming;

WHEREAS, use of fossil fuels are a major cause of climate change and global warming;

WHEREAS, use of lithium-ion batteries are a critical part of Lexington’s plan for reducing the use of fossil fuels;

WHEREAS, in our advocacy for transitioning to lithium-ion batteries we describe them as being green and clean and healthy;

WHEREAS, two cradle-to-grave studies, one conducted by scientists at the MIT Climate Initiative and another conducted by scientists at Argonne National Laboratory, compared emissions from automobiles powered by lithium-ion batteries and automobiles powered by internal-combustion engines, found that internal combustion engines are dirtier than lithium-ion batteries, but that lithium-ion batteries also have a carbon footprint and they contribute to global warming and climate change;

WHEREAS, two key components of lithium-ion batteries are lithium and cobalt;

WHEREAS, the Democratic Republic of the Congo (DRC) is the source of 70% of the cobalt currently used worldwide;

WHEREAS, the indigenous population of the Democratic Republic of the Congo (DRC) suffers from environmental degradation and social justice and environmental justice issues related to the mining of cobalt;

WHEREAS, in the DRC there are forced evictions of indigenous communities to facilitate expansion of industrial open pit mines;

WHEREAS, the indigenous population of the DRC lives in abject poverty, with an average salary of \$1,200 per year;

WHEREAS, indigenous adults and children in the DRC work under slave labor conditions;

WHEREAS, in the DRC young girls are raped, because local superstition holds that having sex with a virgin girl will bring luck in the mines;

WHEREAS, adult women are also raped by miners, and many of these women end up with sexually transmitted diseases and some are forced into lives of prostitution;

Town of Lexington

Motion

2025 Annual Town Meeting

WHEREAS, adults and children working as artisanal miners work without basic protective equipment — gloves, face masks, boots, goggles, or helmets;

WHEREAS, artisanal miners suffer from a variety of health issues;

WHEREAS, prolonged inhalation of cobalt dust can cause “hard metal disease”, which can be fatal;

WHEREAS, other medical impacts suffered by miners include coughing, urinary tract infections, respiratory sensitization, asthma, shortness of breath, and other pulmonary illnesses;

WHEREAS, direct, sustained handling of cobalt without gloves can cause dermatologic illnesses, including dermatitis;

WHEREAS, residents of one village told Amnesty International that the water in the local stream that they drank from was contaminated by the discharge of waste from a mineral processing plant;

WHEREAS, a woman interviewed by Amnesty International who carries bags of cobalt that weigh as much as 110 pounds stated that “we all have problems with our lungs, and pain all over our bodies”;

WHEREAS, South America’s lithium “golden triangle”, which spans the borders of Argentina, Bolivia, and Chile, is the source of 60% of the lithium currently used worldwide;

WHEREAS, most of the lithium in the golden triangle is stored in mineral rich brines that are deep under ground;

WHEREAS, bringing the brines to the surface is energy intensive and requires large amounts of water;

WHEREAS, once on the surface, the brines are left to dry in arid salt flats;

WHEREAS, the extraction and drying process degrades the local environment and negatively impacts the health and quality of life of the indigenous population;

WHEREAS, there is no local control or local benefit to the indigenous population from the mining of lithium in the lithium golden triangle;

WHEREAS, Thacker Pass, Nevada, may contain the largest known lithium deposits in the United States;

WHEREAS, Lithium Americas has proposed a 6,000 acre open pit lithium mine for Thacker Pass;

WHEREAS, Lithium Americas promises responsible mining practices, but they also acknowledge that there will be a carbon footprint, there will be water lost, and there will be an impact on the environment;

WHEREAS, The People of Red Mountain (PRM), a grassroots organization representing traditional Native American knowledge keepers and members of the Fort McDermitt Paiute and Shoshone tribes, have been protesting the Thacker Pass mine since it was first proposed;

WHEREAS, to these Native Americans, Thacker Pass, known as Peehee Mu’huh (Rotten Moon), is sacred ground where there are 923 native cultural sites, including burial sites, with 56 of the sites are eligible for listing on the National Register of Historical Places;

Town of Lexington
Motion
2025 Annual Town Meeting

WHEREAS, PRM believes the Bureau of Land Management (BLM) approved the mine without conducting a good faith effort to communicate with the tribe;

WHEREAS, PRM believes BLM inappropriately fast-tracked the environmental impact statement, giving insufficient consideration of the impact the mine would have on water, air, land, wildlife, plants, food, and the people in the surrounding communities;

WHEREAS, PRM believes there will be a devastating environmental and spiritual cost for the Native Americans they represent, stating ““Lithium Nevada wants to turn Thacker Pass into a toxic wasteland by contamination of water, air, irreparable damage to the land and culturally important animals, medicines, and first foods, ultimately guilty of cultural genocide to the Paiute and Shoshone people””;

WHEREAS, the ocean floor is an untapped source of lithium and cobalt and test mining has begun;

WHEREAS, scientists who study ocean ecosystems believe that mining will devastate the ecosystems where the mining takes place, and that this will be serious and irreversible;

WHEREAS, this devastation will involve destruction of poorly known habitats and species;

WHEREAS deep sea mining will contribute to global warming and climate change;

WHEREAS, mining will place new pressures on global fisheries;

WHEREAS, indigenous people living on islands in areas where mining will take place depend on fishing for revenue, employment, and food;

WHEREAS, the the impact of deep-sea mining on local economies, wellbeing, and the human right to food and health are not being considered;

WHEREAS, there are cultural connections between people and the ocean that will likely be disrupted by deep-sea mining;

WHEREAS, A study published in 2024 by the Union of Concerned Scientists, the Conservation Law Foundation, Alternatives for Community and Environment, and GreenRoots Analysis found that in Massachusetts, historically the siting of power infrastructure is disproportionately located in environmental justice communities;

WHEREAS, this study found that more than 80% of existing fossil-fuel electricity generating units, and their associated health and safety risks, are located in or within one mile of communities where people of color, low-income people, and limited English proficient speakers live;

WHEREAS, while the climate bill recently signed by Governor Healey had a positive outcome for environmental justice communities in Massachusetts, there are environmental justice communities across the country and around the world that will continue to suffer from inequitable placement of energy infrastructure.

Town of Lexington

Motion

2025 Annual Town Meeting

WHEREAS, a report from Resource Recycling Systems prepared for the South Bayside Waste Management Authority estimates that between 75% and 92% of lithium-ion batteries are not disposed of properly;

WHEREAS, once lithium-ion batteries enter the waste stream they are subject to a variety of conditions that can damage them and cause fires;

WHEREAS, over a seven year period studied by the Environmental Protection Agency, 78% of recycling centers and 40% of landfills had at least one fire related to these batteries;

WHEREAS, when lithium-ion batteries combust they release toxic fluoride gas, carbon monoxide, and other toxic substances into the atmosphere;

WHEREAS, many of those improperly disposed of batteries end up in landfills, which are disproportionately located near low income, non-white communities;

WHEREAS, the residents of these communities suffer from numerous health and quality-of-life issues;

WHEREAS, while there are technologies currently under development that may reduce the negative impacts from the mining of cobalt and lithium or replace these metals altogether, the most optimistic estimates are that most of these technologies will not be available on an industrial scale until at least 2030;

WHEREAS, Lexington is as committed to social justice and environmental justice as it is to fighting climate changes and global warming;

NOW, THEREFORE, BE IT RESOLVED that the town of Lexington acknowledges that there are negative environmental impacts, social justice issues, and environmental justice issues associated with lithium-ion batteries, and that these impact environmental justice and marginalized communities in the United States and around the world;

BE IT FURTHER RESOLVED that it is critical that the town continue to transition from fossil fuels to lithium-ion batteries and other green technologies;

BE IT FURTHER RESOLVED that the town of Lexington acknowledges that that describing lithium-ion batteries as “green and clean and healthy” or similar descriptions are not accurate;

BE IT FURTHER RESOLVED that is should be a goal for the town of Lexington that residents, staff, boards, committees, and other stakeholders should work together to create suitable wording that acknowledges these negative environmental impacts, social justice issues, and environmental justice issues, that can be used as part of future advocacy for transitioning from fossil fuels to lithium-ion batteries.

(1/23/2025)

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Discussion - 2025 ATM Select Board Article Presenters, Discussion and Positions

PRESENTER:

Board Discussion

ITEM NUMBER:

I.9

SUMMARY:

Category - Discussion

The Board may take up discussion on 2025 Annual Town Meeting Articles, take positions on articles and may assign a Select Board presenters.

SUGGESTED MOTION:

n/a

FOLLOW-UP:

n/a

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

8:50pm

ATTACHMENTS:

Description	Type
 Select Board Working Document - Positions 2025 ATM	Backup Material

Select Board Positions
Working Document

#	Article Name	UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	Proposed CNSNT (PC)	Possible IP (?)	DL	JP	JH	MS	
1	Notice of Election									
2	Election of Deputy Moderator and Reports of Town Boards, Officers and Committees									
3	Appointments To Cary Lecture Series									
Financial Articles										
4	Appropriate FY2026 Operating Budget									
5	Appropriate FY2026 Enterprise Funds Budgets									
6	Amend Fy2025 Operating, Enterprise And CPA Budgets									
7	Sustainable Projects									
8	Appropriate Funding To Construct a Playground In Fletcher Park (Citizen Petition)	2/24/2025								
9	Establish and Continue Departmental Revolving Funds									
10	Appropriate The FY2026 Community Preservation Committee Operating Budget And CPA Projects	1/27/2025								
	a. Cotton Farm/Community Center Connector – \$300,000									
	b. Simond’s Brook Conservation Area Trail Design & Engineering – \$75,000									
	c. Document Conservation – \$21,000									
	d. Hancock-Clarke House Roof Replacement – \$57,800									
	e. Affordable Housing Trust Funding– \$3,000,000									
	f. LexHAB Affordable Housing Support, Restoration, Preservation, and Decarbonization – \$494,140									
	g. Park and Playground Improvements – Center Playground – \$1,490,000									
	h. Park Improvements – Athletic Fields - Harrington – \$3,197,904*									
	i. Lincoln Park Field Improvements #3 – \$1,950,000*									
j. Administrative Budget – \$150,000										
11	Appropriate For Recreation Capital Projects									
12	Appropriate For Municipal Capital Projects And Equipment									
	a) Transportation Mitigation									
	b) Fire Pumper Truck									
	c) Equipment Replacement									

Select Board Positions
Working Document

#	Article Name	UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	Proposed CNSNT (PC)	Possible IP (?)	DL	JP	JH	MS	
12 (cont.)	d) Sidewalk Improvements									
	e) Hydrant Replacement									
	f) Street Improvements									
	g) Stormwater Management Program									
	h) New Sidewalk Installations - Study and Design									
	i) Intersection Improvements - Adams St. at East St. & Hancock St.									
	j) DPW Building Improvements									
	k) Lincoln Park Parking Lot - Design									
	l) Municipal Technology Improvement Program									
	m) Network Redundancy & Improvement Plan									
	13	Appropriate For Water System Improvements.								
14	Appropriate For Wastewater System Improvements									
15	Appropriate For School Capital Projects And Equipment									
16	Appropriate For Public Facilities Capital Projects									
	a) Public Facilities Bid Documents									
	b) Public Facilities Interior Finishes									
	c) School Paving and Sidewalks									
	d) Municipal Building Envelopes and Associated Systems									
	e) Central Administration Building Demolition									
	f) Estabrook Elementary School Nurse Bathroom Renovation									
17	Appropriate To Post Employment Insurance Liability Fund									
18	Rescind Prior Borrowing Authorizations									
19	Establish, Amend, Dissolve And Appropriate To And From Specified Stabilization Funds									
20	Appropriate For Prior Years' Unpaid Bills									
21	Appropriate For Authorized Capital Improvements.									
General Articles										

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Discussion - Special Town Meeting 2025-1 and STM Article 2 - Amend Section 7.5 of the Zoning Bylaw to Reduce Multi-Family Dwelling Unit Capacity

PRESENTER:

Board discussion

ITEM NUMBER:

I.10

SUMMARY:

Category: Informing

Carol Sarcedote will be available for a brief overview and to answer questions from the board.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

1/27/2025

8:55pm

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Working motion 1.22.25 clean	Backup Material
<input type="checkbox"/> Working motion 1.22.25 redlined	Backup Material

Town of Lexington
Motion
Special Town Meeting 2025-1

ARTICLE 2

**AMEND ZONING BYLAW AND MAP
MULTI-FAMILY HOUSING FOR MBTA
COMMUNITIES (Citizen Petition)**

MOTION

a) That the Zoning Bylaw, Chapter 135 of the Code of the Town of Lexington, and Zoning Map be amended as follows, and further that non-substantive changes to the numbering of this bylaw be permitted to comply with the numbering format of the Code of the Town of Lexington:

1) Amend the Zoning Map to delete the following areas shown on maps on file with the Town Clerk from the VO District:

a. Bedford Street/Worthen Road except for the following properties:

Map 64 Lot 161 located at 89 Bedford St.

Map 57 Lot 135 located at 3 Militia Dr.

Map 57 Lot 133A located at 4 Militia Dr.

Map 57 Lot 134 located at 5 Militia Dr.

b. Bedford Street/Reed Street except for the following properties:

Map 64 Lot 73A located at 185 Bedford St.

Map 64 Lot 72 located at 187 Bedford St.

c. Bedford Street/Bike Path except for the following property:

Map 71 Lot 33 located at 231 Bedford St.

d. Marrett Road/Waltham Street

e. Marrett Road/Spring Street

2) Amend the Zoning Map to delete the following areas shown on maps on file with the Town Clerk from the MFO District:

f. Lexington Center

g. Bedford Street North

3) Amend the Zoning Map to delete the following areas shown on maps on file with the Town Clerk from the VHO District:

i. Hartwell Avenue/Westview Street except for the following properties:

Map 84 Lot 81 located at 7 Hartwell Avenue

Map 84 Lot 80A located at 17 Hartwell Avenue

- j. Maguire Road
- k. Hartwell Avenue/Wood Street

4) Add a new subsection § 135-7.5.15 as follows:

“7.5.15 Number of dwelling units. The maximum number of dwelling units in any development under this section shall be fifteen (15) times the area of the development in acres, rounded to the nearest whole number, except that this provision shall not apply to the following properties:

- Map 13 Lot 375 located at 217 Massachusetts Ave.
- Map 13 Lot 374 located at 229 Massachusetts Ave.
- Map 13 Lot 373 located at 233 Massachusetts Ave.
- Map 13 Lot 372 located at 241 Massachusetts Ave.
- Map 64 Lot 161 located at 89 Bedford St.
- Map 57 Lot 135 located at 3 Militia Dr.
- Map 57 Lot 133A located at 4 Militia Dr.
- Map 57 Lot 134 located at 5 Militia Dr.
- Map 64 Lot 73A located at 185 Bedford St.
- Map 64 Lot 72 located at 187 Bedford St.
- Map 71 Lot 33 located at 231 Bedford St.
- Map 10 Lot 58A located at 5 Piper Rd.
- Map 10 Lot 59A located at 7 Piper Rd.
- Map 10 Lot 31A located at Concord Ave.
- Map 10 Lot 31B located at 331 Concord Ave.
- Map 10 Lot 31C located at Concord Ave.
- Map 9 Lot 11B located at Concord Ave.
- Map 84 Lot 80A located at 17 Hartwell Ave.
- Map 84 Lot 81 located at 7 Hartwell Ave.”

b) That the Town adopt the following resolution:

WHEREAS the Town of Lexington has been a leader in the implementation of the MBTA Communities Act, M.G.L. c. 40A, § 3A (the “MBTA Act”), and is committed to doing its part to alleviate the housing shortage in the greater Boston area; and

WHEREAS in 2023, the Executive Office of Housing and Livable Communities (EOHLC) specified a target capacity for Lexington’s required zoning under the MBTA Act of 1,231 multifamily dwelling units, representing 10% of the Town’s existing dwelling units, and set a deadline for compliance of December 31, 2024; and

WHEREAS Town Meeting voted at the 2023 Annual Town Meeting to adopt Article 34, which added to the Lexington Zoning Bylaw a new Section 7.5 creating twelve overlay districts in which multifamily housing can be built as of right, and establishing dimensional and other standards that allow development densities significantly higher than required by the MBTA Act; and

WHEREAS EOHLC subsequently determined that the capacity created by Section 7.5, calculated in accordance with a model which all MBTA communities are required to follow, is 12,546 dwelling units, ten times the minimum requirement and a number which, if fully built out, would double the number of dwelling units in Lexington; and

WHEREAS the rate at which new developments have been proposed and the number of dwelling units proposed for inclusion in such developments have substantially exceeded the rate and number originally projected at the time that Section 7.5 was adopted; and

WHEREAS responsible planning for Lexington's future growth requires careful consideration of the consequences of an increase of greater than 10% in housing units within the next three to five years and continuing thereafter; and

WHEREAS it would be prudent for the Town to limit the capacity for the creation of as-of-right multifamily housing under Section 7.5 at a level closer to the MBTA Act's requirement of 1,231 units for a sufficient time to permit the Town to evaluate the impacts of developments already approved, in the permitting pipeline, or that may be proposed in the future under Section 7.5.

NOW, THEREFORE, BE IT RESOLVED, that Town Meeting requests the Select Board to create a broadly representative process, engaging the whole community, to evaluate and study the financial and other impacts of Section 7.5 on Town services, infrastructure, residents, and businesses; and

BE IT FURTHER RESOLVED, that Town Meeting requests the Planning Board, in conjunction with the Select Board, to consider appropriate means to manage prudent and responsible growth in housing going forward, informed by the process described above, including, but not limited to, a reexamination of the appropriate number and size of overlay districts, setbacks, height limits, density limits, and parking requirements under Section 7.5.

Town of Lexington
Motion
Special Town Meeting 2025-1

ARTICLE 2

**AMEND ZONING BYLAW AND MAP
MULTI-FAMILY HOUSING FOR MBTA
COMMUNITIES (Citizen Petition)**

MOTION

a) That the Zoning Bylaw, Chapter 135 of the Code of the Town of Lexington, and Zoning Map be amended as follows, and further that non-substantive changes to the numbering of this bylaw be permitted to comply with the numbering format of the Code of the Town of Lexington:

1) Amend the Zoning Map to delete the following areas shown on maps on file with the Town Clerk from the VO District:

~~a. East Lexington except for the following properties:
Map 13 Lot 375 located at 217 Massachusetts Ave.
Map 13 Lot 374 located at 229 Massachusetts Ave.
Map 13 Lot 373 located at 233 Massachusetts Ave.
Map 13 Lot 372 located at 241 Massachusetts Ave.~~

~~b.a.~~ Bedford Street/Worthen Road except for the following properties:
Map 64 Lot 161 located at 89 Bedford St.
Map 57 Lot 135 located at 3 Militia Dr.
Map 57 Lot 133A located at 4 Militia Dr.
Map 57 Lot 134 located at 5 Militia Dr.

~~e.b.~~ Bedford Street/Reed Street except for the following properties:
Map 64 Lot 73A located at 185 Bedford St.
Map 64 Lot 72 located at 187 Bedford St.

~~d.c.~~ Bedford Street/Bike Path except for the following property:
Map 71 Lot 33 located at 231 Bedford St.

~~e.d.~~ Marrett Road/Waltham Street

~~f.e.~~ Marrett Road/Spring Street

2) Amend the Zoning Map to delete the following areas shown on maps on file with the Town Clerk from the MFO District:

~~g.f.~~ Lexington Center

~~h.g.~~ Bedford Street North

Proposed Motion as of 1/22/25- (marked to show changes)

3) Amend the Zoning Map to delete the following areas shown on maps on file with the Town Clerk from the VHO District:

i. Hartwell Avenue/Westview Street except for the following properties:

Map 84 Lot 81 located at 7 Hartwell Avenue

Map 84 Lot 80A located at 17 Hartwell Avenue

i.j. Maguire Road

j.k. Hartwell Avenue/Wood Street

4) Add a new subsection § 135-7.5.15 as follows:

“7.5.15 Number of dwelling units. The maximum number of dwelling units in any development under this section shall be fifteen (15) times the area of the development in acres, rounded to the nearest whole number. except that this provision shall not apply to the following properties:

Map 13 Lot 375 located at 217 Massachusetts Ave.

Map 13 Lot 374 located at 229 Massachusetts Ave.

Map 13 Lot 373 located at 233 Massachusetts Ave.

Map 13 Lot 372 located at 241 Massachusetts Ave.

Map 64 Lot 161 located at 89 Bedford St.

Map 57 Lot 135 located at 3 Militia Dr.

Map 57 Lot 133A located at 4 Militia Dr.

Map 57 Lot 134 located at 5 Militia Dr.

Map 64 Lot 73A located at 185 Bedford St.

Map 64 Lot 72 located at 187 Bedford St.

Map 71 Lot 33 located at 231 Bedford St.

Map 10 Lot 58A located at 5 Piper Rd.

Map 10 Lot 59A located at 7 Piper Rd.

Map 10 Lot 31A located at Concord Ave.

Map 10 Lot 31B located at 331 Concord Ave.

Map 10 Lot 31C located at Concord Ave.

Map 9 Lot 11B located at Concord Ave.

Map 84 Lot 80A located at 17 Hartwell Ave.

Map 84 Lot 81 located at 7 Hartwell Ave.”

b) That the Town adopt the following resolution:

WHEREAS the Town of Lexington has been a leader in the implementation of the MBTA Communities Act, M.G.L. c. 40A, § 3A (the “MBTA Act”), and is committed to doing its part to alleviate the housing shortage in the greater Boston area; and

WHEREAS in 2023, the Executive Office of Housing and Livable Communities (EOHLC) specified a target capacity ~~of 1,231 multifamily dwelling units~~ for Lexington’s required zoning

Proposed Motion as of 1/22/25- (marked to show changes)

under the MBTA Act ~~of 1,231 multifamily dwelling units, representing 10% of the Town's existing dwelling units,~~ and set a deadline for compliance of December 31, 2024; and

WHEREAS Town Meeting voted at the 2023 Annual Town Meeting to adopt Article 34, which added to the Lexington Zoning Bylaw a new Section 7.5 creating twelve overlay districts in which multifamily housing can be built as of right, and establishing dimensional and other standards that allow development densities ~~significantly far~~ higher than required by the MBTA Act; and

WHEREAS EOHLC subsequently determined that the capacity created by Section 7.5 ~~is calculated in accordance with a model which all MBTA communities are required to follow,~~ is 12,546 ~~dwelling units,~~ ten times the ~~minimum requirement amount required by the MBTA Act~~ and a number which, if fully built out, would double the number of dwelling units in Lexington; and

WHEREAS the rate at which new developments have been proposed ~~under the MBTA Act~~ and the number of ~~dwelling~~ units proposed for inclusion in such developments have ~~in the aggregate, substantially far~~ exceeded the rate and number originally projected at the time that Section 7.5 was adopted; and

WHEREAS responsible planning for Lexington's future growth requires careful consideration of the consequences of an increase of greater than 10% in housing units ~~within the next three to five years and continuing thereafter in the immediately foreseeable future;~~ and

WHEREAS it would be prudent for the Town ~~to~~ limit the capacity for the creation of as-of-right multifamily housing under Section 7.5 ~~at~~ a level closer to the MBTA Act's requirement of 1,231 units for a sufficient time to permit the Town to evaluate the impacts of developments already approved, in the ~~permitting~~ pipeline, or that may be proposed in the future under Section 7.5.

NOW, THEREFORE, BE IT RESOLVED, that Town Meeting requests the Select Board to create a broadly representative process, engaging the whole community, to evaluate and study the ~~financial and other~~ impacts of Section 7.5 ~~on the growth in the number of dwelling units and~~ on Town services, infrastructure, residents, and businesses; and

BE IT FURTHER RESOLVED, that Town Meeting requests the Planning Board, in ~~conjunction with the Select Board,~~ to consider ~~in conjunction with the Planning Board,~~ appropriate means to manage prudent and responsible growth in housing ~~and population~~ going forward, ~~informed by the process described above,~~ including, but not limited to, a reexamination of the appropriate number and size of ~~MBTA Act~~ overlay districts, setbacks, height limits, density limits, and parking requirements ~~under Section 7.5.~~