

SELECT BOARD MEETING

Monday, February 24, 2025

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

AGENDA

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: One-Day Liquor License - Lexington Chamber of Commerce
 - Lex250 Gala - March 6, 2025 from 6:30 - 9:00 pm
2. Approve: One-Day Liquor Licenses - Spectacle Management, Inc., 1605 Massachusetts Avenue
 - Concert Series at Cary Memorial Building:
 - May 2, 2025 - Lyle Lovett
 - May 9, 2025 - Al Stewart
3. Approve: Battle Green Use Request - Air Force Retirement Ceremony
 - Air Force Retirement Ceremony.
4. Approve: Battle Green Permit - National Daughters of the American Revolution (NSDAR) - Wreath Laying
 - Tuesday, April 15, 2025 from 2:00 - 4:00 pm
5. Approve: Battle Green Use Request - Lexington Minute Men - Filming of a News Segment
 - Tuesday, March 4, 2025 from 9:00 am - 12:00 pm
6. Amend: Battle Green Use Request - Lexington Minute Men - 18th Century Military Drill
 - Revised Request for March 1, 2025 from 11:00 am - 4:00 pm
7. Approve: Select Board Minutes
 - January 27, 2025 Select Board
 - January 30, 2025 Summit

- February 3, 2025 Select Board
8. Accept Select Board Committee Resignation
 - Historic Districts Commission - Robert W. Adams, Associate Member
 9. Water and Sewer Commitments and Adjustments
 - Water & Sewer Commitments Cycle 9 December 2024
 - Water & Sewer Commitments Finals December 2024
 - Water & Sewer adjustments per WSAB January 9, 2025
 10. Approve Amended Lexington Human Rights Committee Charge and Amend Appointments

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Hearing - Restaurant All Alcohol Liquor License Application - 27 Waltham Street - 6:45pm
PARC Restaurant Group Lex, d/b/a Post 1917
2. Hearing - Verizon Grant of Location Petition - Push-Brace on the Pole located on 6:55pm
corner of Fletcher Ave and Hayes Lane
3. Approve Sale of Bond Anticipation Notes 7:10pm
4. Update - 2025 ATM Warrant Article 8 - Appropriate Funding to Construct a 7:20pm
Playground at Fletcher Park (Citizen Petition) to be IP'd
5. Presentation - 2025 ATM Warrant Article 27 - Allow 16 Year olds Voting Rights in 7:25pm
Municipal Elections (Citizen Petition)
6. Presentation - 2025 ATM Warrant Article 25 - Amendment to Town Meeting 7:40pm
Management Provisions in Town Bylaws (Citizen Petition)
7. Discussion - 2025 ATM Select Board Article Presenters, Discussion and Positions 8:00pm
8. Hearing for Liquor License Compliance Check Violation - Second Violation Ixtapa 8:05pm
9. Proclamation: Lexington Historical Society 8:20pm
10. Discussion - Special Town Meeting 2025-1 - Select Board Article Discussion and 8:25pm
Positions

ADJOURN

1. Anticipated Adjournment 8:30pm

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, March 10, 2025 at 6:30pm via hybrid participation.

Hearing Assistance Devices Available on Request

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



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:

Please see the attached Select Board Member Announcements and Liaison Reports for the February 24, 2025 meeting. Under this item, Select Board Members can also comment on any additional points, reports and concerns.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

ATTACHMENTS:

Description	Type
☐ Liaison Report	Backup Material

Doug Lucente Select Board Liaison Report for 02-24-2025

- *Recruitment for Historic Districts Commission (HDC)* – We are beginning the recruitment process for one Full Member and two Associate Member vacancies on the Historic Districts Commission (HDC), as Bob Adams (Associate Member) is stepping down and Robin Lovett (Full Member) has reached the term limit at the end of 2024. The HDC consists of five full members and four associate members, all serving five-year terms, with appointments made by the Select Board based on nominations from the Lexington Historical Society, the Lexington Chamber of Commerce, and the Cary Memorial Library Trustees, along with one at-large member appointed directly by the Board. Associate members are nominated by the same organizations but are not tied to a specific group.

To ensure a strong and well-qualified applicant pool, the Select Board Office will be actively facilitating the recruitment process. This includes outreach to the nominating organizations, publicizing the vacancies to encourage applications from residents with relevant expertise, and ensuring the process remains transparent and accessible.

We will begin recruiting nominations by March 1, 2025, and request that all nominations be submitted by the end of April 2025. This timeline allows for a thorough review of candidates, with potential Board action in May 2025 to finalize.

Ideal candidates should have expertise in one or more of the following areas:

- Law (legal training or experience)
- History (historical knowledge, training, or experience)
- Architecture (architectural history or aesthetics)
- Graphic Design (training or experience)
- Business (membership in the local business community)

We are seeking nominations for the Full Member position from the **Cary Memorial Library Trustees**, which must provide at least two nominees. For the two Associate Member positions, each of the three nominating bodies (Lexington Historical Society, Lexington Chamber of Commerce, and Cary Memorial Library Trustees) should submit two nominees for consideration.

Full Members & Nominating Bodies

Name	Position	Term Expiration	Nominating Body
[OPEN POSITION]	Full Member	Dec 31, 2029	Cary Memorial Library
Dan Hissel	Full Member	Dec 31, 2027	Lexington Historical Society
Ed Adelman	Full Member	Dec 31, 2025	Lexington Historical Society
Paul O’Shaughnessy	Full Member	Dec 31, 2028	Chamber of Commerce
Lee Noel Chase	Full Member	Dec 31, 2026	Select Board

Associate Members (Not Tied to Specific Groups)

Name	Position	Term Expiration
[OPEN POSITION]	Associate Member	Dec 31, 2028
[OPEN POSITION]	Associate Member	Dec 31, 2029
Richard L. Neumeier	Associate Member	Dec 31, 2026
Brien M. Cooper	Associate Member	Dec 31, 2027

Please let me know if you have any questions or suggestions before we move forward with outreach efforts.

Jill Hai Select Board Liaison Report for 02-24-2025

Lexington will be hosting the annual MAGIC legislative breakfast this year. It will be Friday morning April 4, at 8:30 am in the community center dining room. Registration link: mapc.ma/MAGIC-leg-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:

2/24/2025

ATTACHMENTS:

Description	Type
☐ 2/7/25	Backup Material
☐ 2A Speed Study Letter	Backup Material
☐ 2/14/25	Backup Material
☐ Flyer	Backup Material
☐ 2-21-25 Weekly TM Update	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: February 7, 2025
Subject: Weekly Update

RECREATION & COMMUNITY PROGRAMS

Recreation Committee Capital Request for the 146 Maple Street/Harrington Field Capital Project: The Schematic Design Funds were appropriated in Special Town Meeting – Fall 2024.

In an effort to reduce the impact of the temporary loss of fields at the Center Recreation Complex (and in keeping with the findings of the 2022 Comprehensive Study of Athletic Fields), a \$6.2 million request was made this year to construct two rectangular fields at the site of Old Harrington Elementary School, subject to that building be demolished ~ November 2025 – February 2026. Based on the magnitude of requests before the CPC committee this year, the Recreation Committee reduced the funding request from CPF from \$4.2 million to \$1.2 million in order to prioritize existing end of life projects in the FY2026 funding request to CPF.

As a result, the \$2 million initially requested from the General Fund in FY 2026 (to cover the potential cost of artificial turf, which is not an allowed CPF expense) will be held back (remain unappropriated as Free Cash / Unassigned Fund Balance) while the community engagement occurs in the coming months.

The current plan is to (a) utilize the FY2026 CPF funds to complete the full design and construction documents and (b) to request the construction funding in the FY2027 Budget Cycle. Should the funding be appropriated at both ATM 2025 and ATM 2026 and dependent on athletic playing surface that is chosen, the fields may come online Summer or Fall of 2027.

LAND USE, HOUSING & DEVELOPMENT

Planning:

The Planning Board will hold a public hearing on Wednesday, February 12 at 6:00 pm on Zoom on the zoning amendments proposed for Special and Annual Town Meeting.

MassDOT has denied the Town of Lexington's request to decrease the speed limit on Marrett Road, between Malt Ln and Follen Rd, from 40 MPH to 35 MPH. (Letter provided). It was requested in March of 2023 that MassDOT reconsider the speed limit because the characteristics of the corridor had changed significantly since inception of the speed regulation (now thickly settled residential), preliminary speed data suggested an average speed consistent with a 30 MPH thickly settled area, and there are inconsistencies of speed zones east of I-95. Members of the Transportation Safety Group have been told that MassDOT is likely to change their standards for determining speed regulation conformance in the future, and can resubmit a speed reduction request to MassDOT. The timeline of this MassDOT policy change is unknown.



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



January 14, 2025

Traffic – Lexington

Meghan McNamara
Assistant Planning Director
1625 Massachusetts Ave
Lexington, MA 02420


Dear Ms. McNamara:

District 4 Traffic Operation Section has conducted a speed study regarding the request from the Town of Lexington to have the speed limit evaluated on Marrett Road (Route 2A) between Malt Lane to Follen Road.

The speed study data shows an 85th percentile speed of 41 MPH in the eastbound direction and 40 MPH in the westbound direction. Based on the results, the District found that the existing posted speed limit of 40 MPH is in conformance with current speed regulations.

If you should have any further questions regarding this matter, feel free to contact Sara Timoner, District 4 Traffic Engineer at 857-368-4065 or Sara.Timoner@state.ma.us.

Sincerely,


Paul D. Stedman (Jan 23, 2025 17:28 EST)

Paul D. Stedman
District Highway Director

SLT/yd *Sara Timoner*
cc: file



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: February 14, 2025
Subject: Weekly Update

TOWN MANAGER'S OFFICE

As follow up to our discussion this morning during the Select Board meeting, I wanted to provide a written update on DEI similar to the update provided during the meeting.

DEI Assessment

Tangible Development delivered a copy of their DEI Assessment to the Town in May 2024, link below:

<https://www.lexingtonma.gov/2127/DEI-Initiatives>

In October, Dr. Bree Becker began working with Hemali and the SMT to establish a vision statement and DEI goals for the organization. That work was near completion when Hemali left and is on track to be completed this spring.

DEI Position

Rather than re-advertise the same job description for the third time in ~3 years, my intent is to first take some time (but not too much time) to engage stakeholders in dialogue. Specifically, I wanted to better understand what results and outcomes people envision for both the organization and the community as it pertains to DEI before determining the best way to allocate resources in order to give ourselves the best possible odds of achieving those results and outcomes.

To date, I have had the chance to meet with past and current leadership from the Human Rights Committee, staff members, and most of the Select Board. I have also met with several community groups to understand their perspective, and I had the chance to sit with Hemali before she left to understand her experience in the role and her ideas for what success might look like moving forward.

Commitment

To be clear, this work will continue in parallel with the budget process, special town meeting, annual town meeting, and everything else, because it is important. To be even clearer, I am committed to this work and being part of an organization that does the same. I asked staff to engage with me or Kelly on the topic to share their ideas as well, and the response has been uplifting. In the meantime, if anyone wants to share their perspective on the role/work, feel free to reach out to me or Kelly. We'd love to connect.

LAND USE, HOUSING & DEVELOPMENT

Planning: Planning:

The Planning Board opened the public hearing on the Special Town Meeting Article 2 on the citizens petition to reduce the multi-family housing dwelling unit capacity in the Overlay Districts. The public hearing was 4.5 hours and was well attended (296 people at its peak with a total of 417 participants at various times during the night) with 60 speakers during public comments. The hearing was continued to the Board's February 26 meeting.

Housing:

On Wednesday, February 19, the results of the two-year Fair Housing Testing Program that the HOME Consortium has recently completed in Lexington and the other WestMetro HOME Consortium communities will be presented. Flyer with details attached.

WestMetro HOME Consortium

Fair Housing Testing Program Report & Community Conversations

Over the last two years, the WestMetro HOME Consortium has worked with Suffolk University Law School to identify instances of discrimination in the affordable housing application process across the thirteen WestMetro HOME Consortium communities: Bedford, Belmont, Brookline, Concord, Framingham, Lexington, Natick, Needham, Newton, Sudbury, Waltham, Watertown, and Wayland.

The final report will be available online prior to the community meetings.

Attend a community meeting online or in-person to discuss the report and its recommendations to support fair housing. All are welcome!

Wednesday February 19, 2025

5:30 p.m. – 7:00 p.m.

Virtually, via Zoom, at:

<https://newtonma-gov.zoom.us/j/88519686470>

Meeting ID: 885 1968 6470

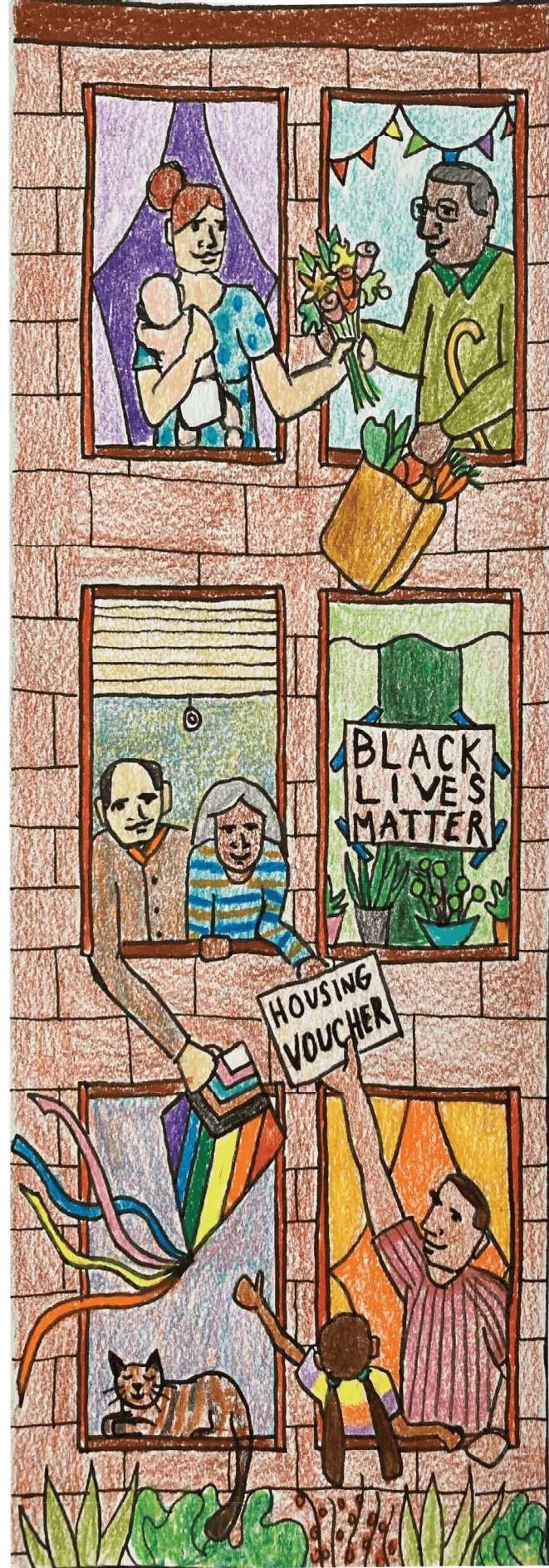
Wednesday February 26, 2025

5:30 p.m. – 7:00 p.m.

Newton Free Library, Druker Auditorium

330 Homer Street, Newton, MA 02459

For more information, visit the WestMetro HOME Consortium's website.



Art by Nevena Pilopovic-Wengler, 2021

Location of these meetings are wheelchair accessible. If you need a reasonable accommodation, please contact the City of Newton's ADA/Sec.504 Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711 or call City Hall's TTY: 617-796-1089.



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: February 21, 2025
Subject: Weekly Update

LAND USE, HOUSING & DEVELOPMENT

Economic Development:

Please see below the links to the videos put together by the Greater Merrimack Valley Convention and Visitors Bureau. It highlights the Lexington Visitors Center program offerings.

Lexington & Concord Fam Tour
<https://vimeo.com/1052096735>

250.BattleGreenVisitorCenter
<https://vimeo.com/1056194203>

Planning:

On Wednesday, February 26, the Planning Board will hold a public hearing on 2025 Annual Town Meeting Article 31: Amend Zoning Bylaw — National Flood Insurance (NFI) District. The meeting will be conducted virtually via Zoom. This public meeting will begin at 6:00 PM. Also, on 2/26, the Planning Board will continue a public hearing on [Special Town Meeting 2025-1](#) Article 2: Amend Section 7.5 of the Zoning Bylaw to Reduce Multi-Family Dwelling Unit Capacity, a citizen petition. The hearing on Article 2 is being continued from February 12, when the Planning Board also conducted a public hearing on 2025 Annual Town Meeting Articles 29, 20, 32, and 33. A [recording of the February 12 public hearing](#) is available online.

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: One-Day Liquor License - Lexington Chamber of Commerce

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.1

SUMMARY:

Category: Decision-Making

Lexington Chamber of Commerce:

Lexington Chamber of Commerce, 10 Pleasant Street, is requesting a One-Day Liquor License to serve beer and wine for the purpose of the Lex250 Gala being held on March 6, 2025, from 6:30 - 9:00 pm.

SUGGESTED MOTION:

To approve a One-Day Liquor License for the Lexington Chamber of Commerce, 10 Pleasant Street, to serve beer and wine from 6:30 pm to 9:00 pm on Thursday, March 6, 2025 for the Lex250 Gala.

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: One-Day Liquor Licenses - Spectacle Management, Inc., 1605 Massachusetts Avenue

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.2

SUMMARY:

Category: Decision-Making

Spectacle Management:

Spectacle Management, Inc. has requested two One-Day Liquor Licenses to serve beer and wine in the lobby of Cary Memorial Building, 1605 Massachusetts Avenue, for the purpose of their Summer Concert Series events on the following dates from 6:00 pm - 10:00 pm.

- May 2, 2025 - Lyle Lovett
- May 9, 2025 - Al Stewart

The requests have been reviewed by the Department of Public Facilities with no concerns.

SUGGESTED MOTION:

To approve two One-Day Liquor Licenses for Spectacle Management, Inc. to serve beer and wine in the lobby of Cary Memorial Building, 1605 Massachusetts Avenue, for the purpose of their concert series on the following dates 6:00 pm - 10:00 pm:

- May 2, 2025 - Lyle Lovett
- May 9, 2025 - Al Stewart

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: Battle Green Use Request - Air Force Retirement Ceremony

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.3

SUMMARY:

Category: Decision-Making

Kathryne Friess:

Kathryne Friess has requested permission to use the Battle Green on Tuesday, June 17, 2025 from 12:00pm to 3:00pm for the purpose of conducting an Air Force Retirement Ceremony Official for a 2 Star General. She is requesting to use the area near the Minuteman Statue.

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

SUGGESTED MOTION:

To approve the request of Kathryne Friess to use the Battle Green on Tuesday, June 17, 2025 from 12:00pm to 3:00pm for the purpose of conducting an Air Force Retirement Ceremony for a 2 Star General to be held near the Minuteman Statue.

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: Battle Green Permit - National Daughters of the American Revolution (NSDAR) - Wreath Laying

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.4

SUMMARY:

Category: Decision-Making

The Massachusetts Daughters of the American Revolution have requested permission for the National Society Daughters of the American Revolution to place a wreath at the Revolutionary War Monument obelisk on the Battle Green followed by the Lexington Minute Men doing a firing of muskets for a volley and salute on Tuesday, April 15, 2025 2:00 - 4:00 pm.

SUGGESTED MOTION:

Motion to approve the request for the National Society Daughters of the American Revolution to place a wreath at the Revolutionary War Monument obelisk on the Battle Green followed by the Lexington Minute Men doing a firing of muskets for a volley and salute on on Tuesday, April 15, 2025, from 2:00 - 4:00 pm.

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: Battle Green Use Request - Lexington Minute Men - Filming of a News Segment

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.5

SUMMARY:

Category: Decision-Making

Lexington Minute Men requested permission to use the Battle Green on Tuesday, March 4, 2025 from 9:00am to 12:00pm for the purpose of filming an interview segment and tour of the Battle Green. The Lexington Minute Men will perform a Military Drill for the Filming with no firing. No road closures needed.

The Police Department, Department of Public Works, and the Fire Department have reviewed the request and have no objections or concerns.

SUGGESTED MOTION:

To approve the request of the Lexington Minute Men to use the Battle Green on Tuesday, March 4, 2025 to film a Channel 5 News segment between 9:00am to 12:00pm.

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Amend: Battle Green Use Request - Lexington Minute Men - 18th Century Military Drill

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.6

SUMMARY:

Category: Decision-Making

At their January 6, 2025 meeting, the Select Board approved the request of the Lexington Minute Men for the use of the Battle Green for their '18th Century Military Drill' event on Saturday, March 1, 2025 between 11:00am to 4:00pm as proposed.

The Lexington Minute Men have asked to add permission to do a cannon firing during the event onto their permit. There will be one cannon and the cannon and crew will be supplied by Knox's Artillery.

The Police Department, Department of Public Works, and the Fire Department have no objections to this request. The Fire Department will be issuing a cannon permit upon Select Board approval of the updated Battle Green Use for March 1, 2025.

SUGGESTED MOTION:

To approve the request from Lexington Minute Men to add the use of a cannon on their Battle Green Use permit for the purpose of the '18th Century Military Drill' event on Saturday, March 1, 2025 between 11:00am to 4:00pm.

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve: Select Board Minutes

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.7

SUMMARY:

Category: Decision-Making

The Select Board is being asked to approve the following set of minutes:

- January 27, 2025 Select Board
- January 30, 2025 Summit
- February 3, 2025 Select Board

SUGGESTED MOTION:

To approve and release the following minutes:

- January 27, 2025 Select Board
- January 30, 2025 Summit
- February 3, 2025 Select Board

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

ATTACHMENTS:

Description	Type
📄 DRAFT 01272025 Select Board Minutes	Backup Material
📄 DRAFT 01302025-FinanceSummit Minutes	Backup Material
📄 DRAFT 02032025 Select Board Minutes	Backup Material

SELECT BOARD MEETING
Monday, January 27, 2025

A meeting of the Lexington Select Board was called to order at 6:30p.m. on Monday, January 27, 2025, via a hybrid meeting platform. Mr. Lucente, Chair; Mr. Pato, Mr. Sandeen, Ms. Barry, and Ms. Hai, were present, as well as Mr. Bartha, Town Manager; Ms. Axtell, Deputy Town Manager; Ms. Katzenback, Executive Clerk; and Mina Makarios, Town Counsel.

Chair Lucente explained amendments to the order of the agenda items.

PUBLIC COMMENTS

None at this time.

SELECT BOARD MEMBER CONCERNS AND LIAISON REPORTS

1. Select Board Member Announcements and Liaison Reports

Mr. Lucente emphasized how critical it is that information remains accurate regarding the MBTA zoning impacts and the related Town Meeting Articles. Mr. Bartha explained that the Town has engaged with consultants for a study that seeks to better understand the taxpayer impact of the potential MBTA developments.

Ms. Hai stated that she, Ms. Axtell, and Mr. Bartha recently attended the Mass Municipal Association Annual Conference. She acknowledged the celebration of Lunar New Year. She also acknowledged that today marks the 80th anniversary of the International Holocaust Remembrance Day.

Mr. Pato noted that quite a few Town Meeting Members received an email at the end of last week with a purported projection of deficits in Town budget, purportedly from Ms. Kosnoff. He asked if this was actually from the Town. Mr. Bartha stated that the file referenced was prepared in November, as part of the School Building Committee's all-day workshop with local leaders. It looked solely at the how the project itself might impact taxpayers. It did not make any sort of projection regarding what the budget may look like moving forward.

Mr. Sandeen explained that the Board received a letter today from the Bicycle Advisory Committee raising concern about the third serious accident of a Lexington student riding a bicycle in Town. He asked that discussion of this issue be placed on a future agenda.

TOWN MANAGER REPORT

1. Town Manager Weekly Update

Mr. Bartha stated that the International City and County Manager Association announced on Friday the appointment of a new Executive Director to oversee the 13,000-member Association. Lexington's own Julia Novak was selected unanimously for this role.

DOCUMENTS: 1-10-25, 1-17-25

CONSENT AGENDA

Mr. Lucente noted that he would recuse himself from Consent Agenda Item #3 and it was thus removed for separate consideration.

1. Approve: Common Victualler License
 - Nick's Restaurant of Lexington Inc. - 197 Massachusetts Avenue

To approve a Common Victualler License for 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

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)

3. Approve: Patriots Day 2025 Requests - *Lions Club item removed for individual consideration.*
 - 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

To approve the Town Celebrations Committee, Lexington Historical Society, and Lexington Minute Men 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.

5:15am - Belfry starts ringing alarm bell

5:25am - Parker assembles the Militia on the Common to alert of the threat of Regulars' advance and take a Roll Call

5:30am - Narration

5:40am - Civilian Evacuation

5:45am - Parker sends out Thaddeus Bowman; more narration to set the stage for the battle

6:00am - Thaddeus Bowman arrives to warn Parker

6:06am - Regulars arrive on the Common, form battalion, exchange between officers

6:15am - Regulars reform battalion and fire salute

6:20am - Regulars march off; narration - recap of battle and set stage for Parker's Revenge

6:30am - Parker's Revenge Scenario & Narration

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.

DOCUMENTS: Historical Society_LMM_ Letter Paul Revere Ride Road Closure, LMM Patriots Day Letter 2024, TCC Email 2025 Patriots Day Parade_Redacted, Lions Club Event Letter

4. Approve: Battle Green Permit - Historical Society: Annual Children's Reenactment
 - Annual Children's Reenactment - Saturday, April 26, 2025

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.

DOCUMENTS: Childrens_Reenactment_Schedule

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

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.

DOCUMENTS: 2025_Muster_Parade_Route_map

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

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.

7. Approve: One-Day Liquor License - Historical Society: Annual Tavern Night
 - Tavern Night - Saturday, February 15, 2025, from 5:00 - 7:00 pm

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.

8. Review and Approve Response to Liquor License Compliance Check
 - Bermans 55 Massachusetts Avenue
 - Vinebrook Bottle Shop 131 Massachusetts Avenue

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.

DOCUMENTS: 1st Offense Letter - Bermans, 1st Offense Letter - Vinebrook Bottle Shop

9. Approve Select Board Committee Appointment - Fund for Lexington
 - Lester Savage as the Trustees of Public Trusts Member

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

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

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.

DOCUMENTS: Lexpress RFP, M&Lwritten proposal, M&Lfeeschedule, ContractforExecutionM<ransit

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the Consent Agenda, aside from Item #3 regarding the Lions Club.

CONSENT AGENDA

3. Approve: Patriots Day 2025 Requests
 - Lexington Lions Club: 111th Annual Patriots' Day 5-Mile Road Race - Saturday April 19, 2025

To approve the Lions Club of Lexington Battle Green Permit and road closure requests for their respective Patriots' Day events, as follows:

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.

DOCUMENTS: Historical Society_LMM_ Letter Paul Revere Ride Road Closure, LMM Patriots Day Letter 2024, TCC Email 2025 Patriots Day Parade_Redacted, Lions Club Event Letter

VOTE: Upon a motion duly made and seconded, the Select Board voted 4-0 to approve the Consent Agenda item for the Lions Club.

ITEMS FOR INDIVIDUAL CONSIDERATION

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

Mr. Lucente opened the hearing at 6:51pm.

Mr. Lucente explained that 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.

Mr. Lucente closed the hearing at 6:52pm.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 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.

DOCUMENTS: Liquor License Transfer Application

3. FY2026 Town Manager's Preliminary Budget & Financial Planning

Carolyn Kosnoff, Assistant Town Manager for Finance, provided 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 30, 2025 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>

Ms. Kosnoff explained that, at the last summit in November, the budget was showing a deficit in both the School and Municipal Departments regarding what was requested to what was available in revenue. Since that time, the deficit for both the School and Municipal budgets has been closed. The original revenue allocation showed a 3.5% increase in revenue for FY26 available for operations. There is currently a 3.9% increase overall. This adds approximately \$7.5M to the operating budget for FY26, which is split \$5.5M to the School Department, and \$1.9M to the Municipal Departments.

DOCUMENTS: FY2026 White Book Presentation_1.27.25 FY2026 Preliminary Budget & Financing Plan (White Book)

EXECUTIVE SESSION

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

VOTE: Upon a motion duly made and seconded, by roll call, the Select Board voted 5-0 at 7:24pm that the 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. Further, Mr. Lucente declared that an open meeting discussion on this item may have a detrimental effect on the bargaining position of the Town.

The Select Board exited Executive Session at 7:52pm and reconvened to open session.

ITEMS FOR INDIVIDUAL CONSIDERATION

2. Approve Land Disposition Agreement for Parcel 68-44 Located on Lowell Street

Chair of the Affordable Housing Trust, Elaine Tung, explained that, after months of negotiation, an agreement has been reached with the developer, Causeway Development LLC, for the disposition parcel 68-44 on Lowell Street. As in keeping with the RFP, this property will be 100% all affordable, with 40 units for tenants with an area median income (AMI) from 30%-80%, with an average of less than 60% AMI.

Town Counsel Makarios explained that most of the negotiation centered around how to best capture the affordability requirement in perpetuity for a project that will be built on land that, at some point, is not owned by the Town.

Mark Lang, 2 Opie Circle, stated that neighbors have been kept in the dark regarding this project as all discussion have been held in Executive Session. He expressed disappointment that the Board will be voting on this item this evening without the neighbors first reviewing it. This has been and will be an ongoing issue regarding a project that will have a large impact in a sensitive area.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve Land Disposition Agreement for Parcel 68-44 Located on Lowell Street and authorize the Town Manager to sign and execute the document.

4. FY2026 Fee Schedule for Recreation & Community Programs

Melissa Battite, Director of Recreation & Community Programs, stated that there are no changes to the field permits and the Community Center fees this year. The remaining increases are all within the Recreation Division and/or the golf course.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the FY26 Recreation and Community Program fee schedule as presented.

DOCUMENTS: Recreation Annual Fee Schedule Request

5. Update on Bedford/Hartwell 25% Design

Meghan McNamara, Assistant Planning Director; Ross Morrow, Assistant Town Engineering; and Trish Domigan and Laura Castelli, VHB, made a presentation to the Board regarding Bedford Street and

Hartwell Ave road reconstruction design project. Also, the preferred alternative for each road, the funding sources, and implementation schedules were presented.

Ms. Hai stated that the creation of medians and protected bike lanes is important to this project. She asked how much public feedback has included property owners along Hartwell Ave. Trish Domigan noted that there is a 100' wide right of way along Hartwell Ave and the intention is to create items for the project within this area. Property owners will continue to be worked with on the details of the project.

Mr. Pato asked if the raised medians will include some combination of rumble strip areas and non-traversable median areas. Ms. Domigan explained that noise concerns will need to be considered, along with areas for plantings or green spaces. The non-traversable islands will need to include more than simply rumble strips.

Ms. Barry asked about the differences between a sidewalk and a sidepath. Ms. Domigan stated that a sidewalk is 5' wide and a sidepath is 10' wide. A sidepath can accommodate bicycles and pedestrians and would be elevated. A sidewalk plow could plow a sidepath.

Mr. Sandeen expressed support for this project. He stated that the separated and protected bike lanes and sidepaths will aid in pedestrian and bicyclist safety.

Avram Baskin, 43 Carville Avenue, Town Meeting Member Precinct 2, and Monuments & Memorials Committee, stated that, as a cyclist, he appreciates protected lanes but asked the intention regarding a complicated affordance on Bedford Street to get cyclists onto Hartwell Avenue when the Minutemen Bikeway directly parallels Bedford Street. He asked why additional money is being made for these affordances, when the Minuteman Bikeway could be utilized. Ms. Domigan stated that one of the specific State standards which has to be met is the Healthy Transportation Policy, which means that mobility for all users of the public way has to be met. Mass DOT would typically like to see bike accommodations on both sides of the roadway, but as there is a constrained right of way on Bedford Street and the intention is to minimize the right of way takings along it, the suggestion is for a separated side path on the south side of Bedford Street.

Jay Luker, Precinct 1 Town Meeting Member, expressed disappointment in the design for this project, as it appears to prioritize and focus on vehicle travel. This design is not compatible with the goals expressed in the Comprehensive Plan on Multimodal Mobility or the Vision Zero plan. He noted that he has never heard of a three-lane roundabout, and this indicates a high level of volume.

There was agreement by the Board to put this on the agenda for the February 3, 2025 meeting.

DOCUMENTS: Bedford-Hartwell 25% Memo, Bedford-Hartwell Complete Streets_Presentation

The Board took a brief recess.

6. Approve and Sign 2025 Annual Town Meeting Warrant

Kelly Axtell, Deputy Town Manager, stated that there are currently 34 articles for inclusion in the 2025 Annual Town Meeting Warrant.

Dawn McKenna, 9 Hancock Street and Precinct 6 Town Meeting Member, asked about the budget amount listed in Article 9 and inclusion of a new full-time position. There will be increased revenues in this budget, available as July 1st, in order to be utilized. Ms. Kosnoff noted that the budget limit was set as recommended by the Department.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the 2025 Annual Town Meeting warrant as presented and authorize staff to make non- substantive edits as needed.

DOCUMENTS: 2025 Final warrant. 1.27.25 445pm

7. Presentation - 2025 ATM Warrant Article - FY26 Community Preservation Committee (CPC) Operating Budget and Projects

Marilyn Fenollosa, Chair of the Community Preservation Committee, presented on this Warrant Article - Appropriate The FY2026 Community Preservation Committee Operating Budget And CPA Projects

- 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

Ms. Hai asked about the Cetner playground and how the laydown area for the High School construction may impact this. Ms. Battite stated that she has been informed that the section of playground in question will not be touched. The playground will not live through the life of the construction, as it is already deteriorating. Community outreach regarding the construction for the park is starting now. This project will likely occur into the spring of 2026.

Mr. Pato expressed concern regarding the playground improvements at Maple Street at the proposed funding level coming out of CPC. It may be hard to find money in the general fund to complete the project in the future after a particular direction has already been committed to.

DOCUMENTS: Article 10 CPC projects, Article 10 CPC article text

8. Presentation - 2025 ATM Warrant Article - (Citizens Petition) Accurate Reporting on the Negative Aspects of Lithium-Ion Batteries

Avram Baskin presented this Citizens Petition. He expressed that the Town should continue transitioning off fossil fuels. He stated that while lithium-ion batteries may be considered green, clean, and healthy, lithium-ion batteries do a disservice to marginalized and indigenous communities around the world that are negatively impacted by the mining and other activities that have to do with these batteries.

Mr. Pato suggested reducing some of the depth of the language included in the Article in hopes of making it more understandable for voters. Mr. Baskin thanked Mr. Pato for his feedback and noted that he will consider scaling the language back.

Mr. Sandeen stated that the presentation notes that the posters used at Town Meeting mentioned “quiet, clean, healthy” as describing lithium ion batteries, but this was never the intention. It was the case that Town Meeting discussed the difference between gas leaf blowers and electric leaf blowers, but not the batteries themselves. Mr. Baskin stated that, for all intents and purposes, he felt this was how people took the statement.

DOCUMENTS: Art 28 Lithium-Ion batteries article text, Article 28 Lithium-Ion Batteries Presentation, Art 28 Lithium-ion batteries motion 1.23.25

9. Discussion - 2025 ATM Select Board Article Presenters, Discussion and Positions

The Board agreed not to discuss each Article at this time. There was agreement to discuss article presenters assignments at a future meeting.

DOCUMENTS: Select Board Working Document - Positions 2025ATM

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

Carol Sacerdote presented this citizen petition article. She explained that she is in favor of Lexington doing its share to tackle the issues of both housing supply and affordability, and the proposed motion is in harmony with these goals and complies with the MBTA Community Act. The motion also recommends a process for managing the growth that occurs with rapid development. While the MBTA Communities Act required the Town to create an additional housing capacity of 10%, the Town went way beyond that, not realizing that the new bylaw would bring in massive development in a short time. The Town has achieved a great success in creating capacity for housing that will alleviate the shortage in the Boston area, but the intention is to slow down the rapid growth to a level that can be absorbed in order to do planning for future growth. The revised motion pares down the allowable districts so that there will only be 77.7 acres available instead of 228 for this development. There will continue to be multi-family housing across the Town. Another important aspect of the motion is the explicit density limit of 15 dwelling units per acre in the MBTA zones, rather than an implicit limit that was embedded in bylaw 7.5. It is expected that the reduction in acreage and the explicit density limit together will slow down growth for the time being but not stop it. The second part of the motion is a resolution to ask the Select Board to create a broadly representative process engaging the whole community to evaluate and study the financial and other impacts of bylaw 7.5 on Town services, such as infrastructure, residents, and businesses, and hopefully bring the Town to a consensus and not to a point of division. Additionally, the planning board is asked to consider appropriate means to manage responsible growth in housing going forward, including, but not limited to, a reexamination of the appropriate number and size of overlay, district setbacks, height limits, density limits, and parking requirements.

Mr. Pato stated that he supports this proposal in principle. He believes that an appropriate action is to adjust zoning so that the Town is compliant with State law but also allowing for greater control moving forward. The zoning was enacted not just because of the MBTA Zoning Act, but because of significant discussions with Town residents about the desire for a variety of housing options in the community.

Ms. Hai asked about work being done to prove that the 15% affordable housing proposed is still feasible with the smaller zones and with the density cap. The proponent suggested that this could be looked at more in-depth when there is a pause as suggested.

Mr. Sandeen stated that he would like to see more information regarding how many people have frozen their properties. He would also like to hear from the Planning Board on this item.

DOCUMENTS: working motion 1.22.25 clean, working motion 1.22.25 redlined

ADJOURN

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to adjourn at 10:18 p.m.

A true record; Attest:
Kristan Patenaude
Recording Secretary

DRAFT

Finance Summit
Select Board, School Committee, Appropriation Committee, Capital Expenditures Committee,
January 30, 2025

The Finance Summit was called to order by Select Board Chair Doug Lucente at 7:01 p.m. on Thursday, January 30, 2025, via a hybrid meeting platform in Estabrook Hall, Cary Memorial Building, 1605 Massachusetts Avenue.

Present for the Select Board (SB): Mr. Lucente, Chair; Mr. Pato; Ms. Hai; Mr. Sandeen, and Ms. Barry, as well as Mr. Bartha, Town Manager; Ms. Axtell, Deputy Town Manager; Ms. Kosnoff, Deputy Town Manager for Finance; Ms. Impink, Budget Officer; and Ms. Katzenback, Executive Clerk

Present for the School Committee (SC): Ms. Jay, Chair; Ms. Sawhney; Ms. Cuthbertson; Ms. Lenihan; and Mr. Freeman

Present for the Appropriation Committee (AC): Mr. Padaki, Vice Chair; Mr. Bartenstein; Mr. Levine; Mr. Ahuja; Mr. Osborne; Ms. Verma; and Ms. Yan

Present for the Capital Expenditures Committee (CEC): Mr. Lamb, Chair; Mr. Kanter; Ms. Beebee; and Ms. Rhodes

Also Present: Dr. Hackett, Superintendent of Schools; and Mr. Coelho, Assistant Superintendent for Finance and Operations

ITEMS FOR INDIVIDUAL CONSIDERATION

1. FY2026 Preliminary Budget and Financing Plan

Carolyn Kosnoff, Assistant Town Manager for Finance, presented the Town Manager's preliminary recommended budget and financing plan. The White Book is published several weeks before finalizing the budget in order to receive input. She explained that the revenue allocation model at Summit II projected \$6.7M of new revenue to add to the budget in FY26. At Summit III, this amount is being shown at \$7.46M. This is a \$764,000 increase, or 3.9% over last year. At Summit II the municipal departments and the school department originally requested 5% for the school department and 4.9% for the municipal departments, which both represented significant shortfalls from what revenue was actually available. Between new revenue available and other adjustments to the budget, at this point the recommendation is for a balanced budget. This is a 3.9% increase, but the gap has been closed on both sides. There is overall a 6% increase in total revenues and a 6% increase in total expenditures. Free Cash is currently projected at approximately \$23M.

Regarding the municipal departments, overall, this budget is proposed to increase 3.5% or a \$1.7M increase over the current year. In terms of balancing the municipal budget, one continued topic of discussion is the lack of a lot of surplus revenue in order to fund program improvements. In order to balance the budget, the Town Manager's budget was reduced by \$47,613; a better portion of which was the management analyst salary which will be deferred again. Some programs which have been discussed and will continue to be supported in the budget include the composting program, a renegotiated contract for the Lexpress bus service, and a contract with Lex Media. There are also some items that the Town Manager has elected to fund for FY26, including a one-time appropriation for a solar study to assess the suitability of putting solar canopies in the Town's parking lots, and pruning and/or removal of street trees that are dead or hazardous. Regarding the program improvements, through this budget cycle, the municipal departments requested \$2.3M in new programs, \$2M of that was from the general fund, and \$272,000 was from non-general funds. The Special Education Reserve Fund was originally proposed at \$500,000 and this has been increased to \$700,000.

Ms. Kosnoff reviewed the breakdown of the types of capital projects that were requested for FY26, which all came from a five-year capital plan. The largest by far is the \$654M excluded debt project, which is the Lexington High School. This year, there was not enough cash to do all of the projects. It was decided it would be prudent to not take on any more debt for regular projects for a year. The intention is to defer a few projects including the cemetery columbarium, part of the Harrington Fields project, the public parking lot project, part of the new sidewalk installation project, and one IT project.

Regarding the Lexington High School project and debt service, the overall total project cost for debt service has not changed in any material way since November. Regarding the plan for Central Administration, the intention is to demolish the 146 Maple Street Central Building and have the Central Administration staff move into 173 Bedford St and then the new High School at completion. \$6M has already been allocated to renovate 173 Bedford Street and this is currently out to bid. In this budget, there is a request for \$3.5M for the Central Admin 146 Maple Street demolition. Also built into the budget, was \$3.2M, originally \$6.2M for the Harrington Fields construction. Of that amount, \$1.2M is from CPA and \$2M is from general fund. The Harrington Fields project is still early in the design phase and the public outreach and comment phase. The intention is to move forward with the \$1.2M allocated from the CPC in order to continue with the design and construction documents and potentially have some extra set aside to be used for site work. The recommendation is to not move forward with the general fund piece of this yet, until the final project and cost estimate is known.

Dr. Hackett explained that the original school budget request was for 4.98% increase and this required approximately \$2M in reductions needed to get to that 4.98%. This is not a level service budget; it is a balanced budget. This will require consolidations of classrooms and a budget freeze. Professional development and expense lines have also been reduced. The Schools are doing everything they can to avoid an override.

DOCUMENTS: White Book Presentation FY2026_

2. Capital Expenditures Committee - Preliminary Report: FY2026 Proposed Capital Projects

Charles Lamb, CEC Chair, reviewed the preliminary report. He explained that Fire and Rescue has seen a significant uptick in equipment prices, as well as long post pandemic delivery times of up to four years from contract to delivery. The Department, per CEC recommendation, have accelerated their replacement schedules to compensate for these long lead times. It will cost more for the Departments to do their jobs. Secondly, historically, it has been the CEC's budget policy to use Community Preservation funds for any eligible projects to the extent allowable. The Affordable Housing Trust has an available unspent balance of \$3.5M, of which \$953,000 is from FY24 and \$2.5M is from FY25. The proposed FY26 CPC allocation to the Trust is \$3M and the Trust anticipates transferring that money to LexHAB for the Vine Street project, with another \$3M request in FY27 also for Vine Street. The CEC has been discussing with the Chair of the CPC whether it may be prudent for the Committee to give up the liquidity of the entire recommended FY26 appropriation at Annual Town Meeting or instead hold some back until the Fall Special Town Meeting, during which time another equally worthy project may be found. Third, regarding the \$645M for the FY26 appropriation to the Lexington High School Project, it is well understood that the SBC has selected the Bloom option and is using the previously appropriated \$10M of D&E funding towards completing schematic design in time for a Fall 2025 debt exclusion, at which point there will be more refined cost estimates. It is also common knowledge that the Bloom option anticipates and requires an Article 97 swap. In the fall of 2025, the Select Board will need at least four members to vote in favor of a debt exclusion. Without that ratification, the project will stop dead in its tracks with a large portion of the existing \$10M appropriation wasted. If Select Board members have significant objections to Bloom, then they need to make those objections known between now and February 14th.

Mr. Levine (AC) stated that it would be good to discuss why the Free Cash amount is so increased this year. Also, while he supports the Bloom option, there should be additional discussion on it. The Old Harrington building should not be demolished until there are two prerequisites met. The first is a successful debt exclusion vote for the High School. The second is full funding for whatever fields will be built there. It may make sense to take more within the levy revenue to put towards debt service for the High School.

Ms. Kosnoff stated that, regarding the demolition of the Central Administration building, a revised timeline was proposed which would allow for the demolition to wait until information if the debt exclusion was going to pass is obtained. There would be better pricing if demolition occurred over the winter. Also, regarding projections for the High School, interest earnings could further offset the debt service.

Mr. Osborne (AC) stated that deferring or eliminating some potential projects may need to occur, as priorities have changed.

Ms. Jay (SC) stated that, regarding a level service budget, it is important to discuss not just what is being removed but also that the budget should be increased as needed for important things. For example, in special education, in FY25 there were 25 new FTE added to support special education students. These positions are then built into the FY26 budget so that the services can continue.

Ms. Lenihan (SC) asked about the timeline with regard to demolition of the Old Harrington building and building the fields. Mr. Bartha stated that in an ideal world, there would be \$6.2M set aside to go through the planning process to determine what type of fields the community wants at Harrington. Through the CPC process this year, there is just over \$3M available between the general fund and the CPC for that project. By delaying and setting aside some funds, there is an opportunity to complete the outreach process and determine what the community wants to see and then try to fully fund the project through next year's CPC and budget process. Ms. Kosnoff explained that Community Preservation funds have restrictions as to what they can be used for. They can be used for recreational fields, but not turf. The total appropriation requested as a worst-case scenario estimate, without plans, including synthetic turf fields and lighting, was \$6.2M. Out of that amount, \$4.2M was identified to qualify for CPA funds and \$2M would not. Therefore, the total request was \$4M from CPA funds, and \$2M from the general fund. The issue is that, if in the future the Town wants to upgrade from the grass fields, funding would have to come from the general fund again.

Mr. Boutwell, Recreation Committee, stated there will be an open design process to determine what type of field is designed. The intention was to accelerate this project to align with having a field completed before shovels went in the ground and Center fields were lost. The \$6.2M is a placeholder. If synthetic turf was chosen, that would be a placeholder for sufficient funding, but it is unclear what the community will choose.

Ms. Jay (SC) stated that there seems to be a perception that the Schools get 74% of the total Town revenue for the operating budget. The 74% is applied after removing all of the shared expenses. According to the report, the Schools are getting 48% of the Town's total revenue to work with for their operating budget. Ms. Kosnoff stated that this is difficult to say in terms of the revenue. 48% of the Town's expenses are the School's operations budget. But when reviewing the total amount that it costs to keep the Schools running, it is closer to the 74% which is through the revenue allocation model. Ms. Jay noted that the money that the School District has to work with for their operating expenses is the expense line, which in the pie chart is 48%.

Ms. Sawhney (SC) stated that improving the collaboration between the school and municipality would be very helpful, may save money, and also maximize the impact of investments. The School Committee and the Select Board are elected committees or boards and have a direct responsibility to the people of Lexington. The School Building Committee is an appointed committee and has a similar responsibility as an extension. The groups need to come together individually and collectively to express support for the High School project, and to voice any concerns as a group. Town Hall meetings could be useful.

Mr. Sandeen (SB) explained that on January 27, 2025, the Select Board approved the land disposition agreement which encumbered \$500,000. Regarding the Affordable Housing Trust doing buy downs, in the MBTA zoning there is an opportunity to convert market rate units to affordable units.

Mr. Pato (SB) stated that the report displayed a significant change in how taxpayers can perceive the impact of the High School project because it lays out that this is not an increase in tax payments as a cliff, but it is instead stretched out over a ten-year period, at a small amount each year. By having the Affordable Housing Trust apply their funds to convert existing development, this will ease a bit of the pressure on increasing development. He echoed the comments made regarding supporting the High School project and voicing any concerns.

Mr. Lucente (SB) stated that he believes the groups have a duty and an obligation to provide taxpayers and the people voting on the High School project with every ounce of information to make an informed decision. He does not believe the Bloom option is the best one but acknowledged that there is a lot of time to understand the details and costs of the project. Regarding the Affordable Housing Trust, the intention is to give some funding to allow work to move forward, however there also need to be very clear housing goals for the Town.

ADJOURN

Mr. Lucente recognized Ms. Barry and Ms. Sawhney for their years of service.

Upon a motion duly made and seconded, the Select Board voted 5-0 by roll call to adjourn the meeting at 9:11 p.m. The Appropriation Committee, Capital Expenditures Committee and School Committee followed suit.

A true record; Attest:
Kristan Patenaude
Recording Secretary

SELECT BOARD MEETING
Monday, February 3, 2025

A meeting of the Lexington Select Board was called to order at 6:00p.m. on Monday, February 3, 2025, via a hybrid meeting platform. Mr. Lucente, Chair; Mr. Pato, Mr. Sandeen, Ms. Barry, and Ms. Hai, were present, as well as Mr. Bartha, Town Manager; Ms. Axtell, Deputy Town Manager; and Ms. Katzenback, Executive Clerk.

PUBLIC COMMENTS

Bob Pressman, 22 Locust Avenue, stated that, on January 10, 2025, the Town sent to the White House an invitation to President Trump for the Town of Lexington 250th Celebration events taking place on April 19, 2025. He expressed that he feels there are many circumstances justifying a decision to not extend an invitation to this particular president.

SELECT BOARD MEMBER CONCERNS AND LIAISON REPORTS

1. Select Board Member Announcements and Liaison Reports

Mr. Sandeen stated that he received a note today from the Hanscom Air Force Base liaison to the Hanscom Area Towns Committee community, stating that a significant number of base personnel currently teleworking will be required to return to in-person work no later than Thursday, February 6, 2025. This in turn will dramatically increase the number of personnel commuting to the Base and will likely result in delays and congestions on Hartwell Avenue during peak commute times.

TOWN MANAGER REPORT

1. Town Manager Weekly Update

Mr. Bartha did not have anything further to add to the report that was included in the meeting packet.

DOCUMENTS: 1-10-25, 1-17-25

CONSENT AGENDA

1. Approve Select Board Minutes

To approve and release the following minutes:

- November 20, 2024, Financial Summit
- December 16, 2024, Select Board
- January 6, 2025, Select Board
- January 13, 2025, Select Board

DOCUMENTS: DRAFT 11202024-Financial Summit Minutes, DRAFT 12162024 Select Board Minutes, DRAFT 01062025 Select Board Minutes, DRAFT 01132025 Select Board Minutes

2. Water and Sewer Adjustments

- Water & Sewer Adjustments per WSAB 12/13/24

To approve the Water & Sewer Adjustments per WSAB 12/13/24 for the total amount of \$16,466.77

DOCUMENTS: SB2-3-25WSAdj

3. Approve: One-Day Liquor License – Munroe Center for the Arts
 - Seasonal Suites Community Gathering - February 7, 2025, from 7:00 - 9:00 pm

To approve a One-Day Liquor License for the Monroe Center for the Arts, 1403 Massachusetts Avenue, to serve beer and wine from 7:00 pm to 9:00 pm on Friday, February 7, 2025, for their Seasonal Suites Community Gathering.

DOCUMENTS: Monroe Event Diagram

4. Approve Bedford/Hartwell Complete Streets Reconstruction Project to Advance to 25% Design

To approve advancement of the Bedford/Hartwell Complete Streets Reconstruction Project Concept Design, as presented at the January 27, 2025, Select Board meeting to 25% design.

DOCUMENTS: Proposed Concept Presentation Bedford- Hartwell_Complete_Streets_1.27.25_

5. Approve and Sign Local Initiative Program (LIP) Application for Local Action Units for at 89-91-93 Bedford Street

To approve the Local Initiative Program application (LIP) for the Local Action Units located at 89-91-93 Bedford Street and further to authorize Select Board Chair to sign the LIP application form.

DOCUMENTS: LIPApplication for Local Action Units - Bedford Street

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the Consent Agenda.

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Discussion – Special Town Meeting 2025 – 1 Select Board Article Discussion and Positions

Mr. Lucente read a statement regarding this item. Tonight, the Board is convening Special Town Meeting 2025-1 in response to a valid Citizen Petition received on December 23, 2024. Under Massachusetts law, the Select Board is required to call a Special Town Meeting within 45 days. The petition seeks to amend Section 7.5 of the Zoning Bylaw to limit and prohibit construction of multifamily housing in the current Village and Multifamily Overlay Districts by removing some areas from the districts and limiting the number of dwelling units permitted in the remaining areas to 15 dwelling units per acre, and to allow time to further study the impacts of Lexington MBTA Community Zoning. However, because this is a zoning matter, there are additional legal requirements that must be met before Town Meeting can act, including a Planning Board public hearing and report to comply with those requirements. Tonight, at the Special Town Meeting (STM) session, it is intended that only action that will be take will be to adjourning STM to Monday, March 17, 2025. This ensures that the necessary Planning Board process can take place, and that Town Meeting has the information required to make an informed decision. The Board recognizes this issue is of great concern to many in the community and assures the public that the Board is taking these concerns seriously. The developments being proposed under the MBTA Zoning Law present challenges for Lexington, particularly in terms of municipal services, school capacity, and infrastructure. The upcoming discussion in March will be critical in determining how to move forward in a way that balances State requirements with Lexington long-term needs. He encouraged all Town Meeting Members and residents to stay engaged in the process. The Planning Board will be holding its virtual public hearing in

accordance with the provisions of MA General Law, Chapter 48 Section five, on Wednesday February 12, 2025, and a second night on Wednesday, February 26, 2025, to consider the proposed amendments.

DOCUMENTS: Clean version STM Art 2, Redlined Motion STM Art 2

2. Presentation – 2025 ATM Warrant Article – Prohibition of Second-Generation Anticoagulant Rodenticides (Citizen Petition)

Marci Cemenska presented an overview of this Citizen Petition.

Mr. Sandeen asked what will change if this petition is passed. Ms. Cemenska stated that the Town could then pass a bylaw to specify any prohibitions or restrictions around this item.

DOCUMENTS: Art 24 Authorize The Town Of Lexington To Prohibit Or Restrict the application Of Second-Generation Anticoagulant Rodenticides (Citizen Petition) motion, Art 24 presentation

3. Discussion and Determination – The Historic Districts Commission Certificate of Appropriateness for the Lex250 Monument

The Board discussed the Historic Districts Commission (HDC) Certificate of Appropriateness (CofA) for the 250th Monument and potential next steps. The Board thanked the proponents of the Lexington 250th Monument, and the Historic Districts Commission and everyone who is a stakeholder in this project.

Mr. Lucente explained that the 250th Monument was not the result of an affirmative vote by the HDC. Instead, it became effective by default due to the 60-day rule, which states that if the HDC does not issue a formal determination within 60 days of the application being deemed complete, the CofA is automatically approved. The HDC held multiple public hearings, including a special meeting in September, to accommodate the proponents and seek a compromise. However, the application remained incomplete, and the HDC could not reach a formal decision within the 60-day window. The default CofA approval occurred despite the HDC's efforts to engage with the proponents and address some HDC member concerns about the incompleteness of the application.

After some discussions with the proponents, the proponents have now voluntarily decided to return to the HDC for a formal vote. This means that the Select Board does not need to make a determination this evening on the existing CofA. The Board will be kept apprised if there any action that may be needed of the Board.

4. Discussion – Bicycle Advisory Committee Memo Regarding Safety Recommendations on Worthen Road

Mr. Bartha explained that the Board received the memo from the Bicycle Advisory Committee raising some well-placed concerns regarding a series of bicycle and car interactions, specifically involving children, in the last couple of months. As a next step, it would be appropriate to ask the Assistant Planning Director to engage with the Bicycle Advisory Committee and to bring this matter to other committees that may want to weigh in and problem solve.

Ms. Hai asked for a supplemental analysis regarding the interim steps in this process.

DOCUMENTS: 2025.01.27 LBAC Letter to Select Board

5. Discussion - 2025 ATM Select Board Article Presenters, Discussion and Positions

The Board took preliminary positions on several of the 2025 Annual Town Meeting articles:

Article 10 Appropriate The FY2026 Community Preservation Committee Operating Budget And CPA Projects – Mr. Lucente is a Wait, Mr. Pato, Ms. Hai, and Mr. Sandeen are Yeses

Article 22 Select Board To Accept Easements – All Board members taking a position are Yeses

Article 23 Dispose Of 116 Vine Street – Mr. Lucente is a Wait, Mr. Pato, Ms. Hai, and Mr. Sandeen are Yeses

Article 24 Authorize The Town Of Lexington To Prohibit Or Restrict The Application Of Second-Generation Anticoagulant Rodenticides (Citizen Petition) - All Board members taking a position are Yeses

Article 28 Accurate Reporting On The Negative Aspects Of Lithium-Ion Batteries (Citizen Petition) – Mr. Lucente is a Yes, Mr. Pato, Ms. Hai, and Mr. Sandeen are Waits

DOCUMENTS: Select Board Working Document - Positions 2025ATM

ADJOURN

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to adjourn at 6:50 p.m.

A true record; Attest:
Kristan Patenaude
Recording Secretary

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Accept Select Board Committee Resignation

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.8

SUMMARY:

Category: Decision-Making

Resignation:

Historic Districts Commission

The Select Board is being asked to accept the resignation of Robert W. Adams from the Historic Districts Commission, effective immediately.

SUGGESTED MOTION:

To accept the resignation of Robert W. Adams from the Historic Districts Commission, effective immediately.

Move to approve the consent.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Robert Adams Resignation - Redacted	Backup Material

Kim Katzenback

Subject:

From: Bob Adams <rc@rcil.com>
Sent: Wednesday, February 12, 2025 11:45 AM
To: Doug Lucente
Cc: Patrick O'Shaunessy; Lee Noel Chase
Subject: Historic Districts Commission Resignation Letter

Doug:

Trying to wrap up a little paperwork. You may remember that I resigned my position as a Commissioner, and asked to be appointed an Associate Commissioner for one more year.

That year (as Associate) ended as of the June HDC meeting 2024.

I am therefore officially resigning from HDC as of June 7, 2024.

I have agreed to take occasion assignments in a liaison capacity on projects that would benefit from my experience.

It has been a pleasure to serve the Town, and with this particular group of dedicated co-commissioners.

Sincerely

Robert W. Adams AIA
Street, Apt. 4
Lexington, MA 02421

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.

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Water and Sewer Commitments and Adjustments

PRESENTER:

Doug Lucente, Select Board Chair

ITEM NUMBER:

C.9

SUMMARY:

Category: Decision-Making

Water & Sewer Commitments Cycle 9 Dec 2024	\$ 286,776.44
Water & Sewer Commitments Finals Dec 2024	\$ 4,272.36
Water & Sewer adjustments per WSAB 1/9/25	(\$ 40,537.83)

SUGGESTED MOTION:

to approve:

Water & Sewer Commitments Cycle 9 Dec 2024	\$ 286,776.44
Water & Sewer Commitments Finals Dec 2024	\$ 4,272.36
Water & Sewer adjustments per WSAB 1/9/25	(\$ 40,537.83)

Move to approve the Consent

FOLLOW-UP:

Treasurer / Collector

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

ATTACHMENTS:

Description	Type
📎 4053783	Cover Memo
📎 427236	Cover Memo
📎 286776.44	Cover Memo



**FY 2025
ADJUSTMENTS TO WATER/ SEWER
AS RECOMMENDED BY THE WATER AND SEWER ABATEMENT BOARD**

WSAB JANUARY 9, 2025 SELECT BOARD February 24, 2025

ACCOUNT	NBR	STREET	WATER	SEWER	TOTAL	BILL	YEAR	NOTES
0200556500	199	EAST EMERSON ROAD	\$ (448.71)	\$ (1,591.04)	\$ (2,039.75)	1121657		TOILET LEAK
0200992700	9	KEELER FARM WAY	\$ (298.17)	\$ (1,040.64)	\$ (1,338.81)	1122732		TOILET LEAK
0200406900	67	GLEASON ROAD	\$ (159.21)	\$ (532.87)	\$ (692.08)	1119470		TOILET LEAK
0300745200	2	AUGUSTUS ROAD	\$ (192.00)	\$ (665.09)	\$ (857.09)	1124890		TOILET LEAK
0101020800	195	MASSACHUSETTS AVE	\$ (954.24)	\$ (3,853.17)	\$ (4,807.41)	1117894		TOILET LEAK
0100011800	823	MASSACHUSETTS AVE	\$ (278.96)	\$ (997.20)	\$ (1,276.16)	1113287		TOILET LEAK
0200604600	31	NORTH STREET	\$ (135.56)	\$ (501.12)	\$ (636.68)	1122439		TOILET LEAK
0200539300	3	BROOKWOOD ROAD	\$ (141.39)	\$ (507.39)	\$ (648.78)	1121384		TOILET LEAK
0100008700	497	MASSACHUSETTS AVE	\$ (80.08)	\$ (369.04)	\$ (449.12)	1113253		TOILET LEAK
0100271600	235	WORTHEN ROAD EAST	\$ (308.99)	\$ (1,076.35)	\$ (1,385.34)	1116873		TOILET LEAK
0100102100	32	FAIRLAWN LANE	\$ (788.13)	\$ (2,829.89)	\$ (3,618.02)	1114519		BURST PIPE
0300660900	77	WOOD STREET	\$ (671.40)	\$ (2,392.42)	\$ (3,063.82)	1123748		MULTI LEAK
0300730300	4	GREELEY VILLAGE	\$ (606.98)	\$ (2,349.04)	\$ (2,956.02)	1124688		MULTI LEAK
0206900002	14	FOX RUN LANE	\$ (3,190.74)	\$ -	\$ (3,190.74)	1122941		IRR LEAK
0200330502	19	SLOCUM ROAD	\$ (715.68)	\$ -	\$ (715.68)	1118368		IRR LEAK
0100198600	80	MARRETT ROAD	\$ 0.05	\$ (641.45)	\$ (641.40)	1115926		IRRIGATION ON DOMESTIC
0200450900	9	HANCOCK STREET	\$ 62.10	\$ (481.83)	\$ (419.73)	1120090		IRRIGATION ON DOMESTIC
0300724600	266	BEDFORD STEET	\$ 0.10	\$ (1,320.27)	\$ (1,320.17)	1124621		IRRIGATION ON DOMESTIC (POOL MAINTENANCE)
0300630700	8	NICKERSON ROAD	\$ 0.08	\$ (1,120.98)	\$ (1,120.90)	1123311		IRRIGATION ON DOMESTIC
0300902300	9	PROSPECT HILL ROAD	\$ (1,601.33)	\$ (6,688.51)	\$ (8,289.84)	1127013		IRRIGATION ON DOMESTIC (IRR LEAK)
0200547800	286	EMERSON ROAD	\$ 18.64	\$ (1,088.93)	\$ (1,070.29)	1121505		IRRIGATION ON DOMESTIC (INCORRECT PLUMBING)
0200376502	8	CAROL LANE	NA	NA	NA	1119027		INTEREST ONLY
0200310000	1661	MASSACHUSETTS AVE	NA	NA	NA	1118059		INTEREST ONLY
0200513302	8	ROLFE ROAD	NA	NA	NA	1120988		INTEREST ONLY
0100257602	7	CHADBOURNE	NA	NA	NA	1116714		INTEREST ONLY
0100162200	29	PHILIP ROAD	NA	NA	NA	1115361		INTEREST ONLY
0100133700	38	TARBELL AVE	NA	NA	NA	1114911		INTEREST ONLY
0200559502	30	HAYES LANE	NA	NA	NA	1121706		INTEREST ONLY



FY 2025
 ADJUSTMENTS TO WATER/ SEWER
 AS RECOMMENDED BY THE WATER AND SEWER ABATEMENT BOARD

WSAB JANUARY 9, 2025 SELECT BOARD February 24, 2025

ACCOUNT	NBR	STREET	WATER	SEWER	TOTAL	BILL	YEAR	NOTES
0300618702	2318	MASSACHUSETTS AVE	NA	NA	NA	1123134		INTEREST ONLY
			\$ (10,490.60)	\$ (30,047.23)	\$ (40,537.83)			

It is the recommendation of the Water and Sewer Abatement Board that the Town Collector be authorized to waive interest that has accrued on the bills included herein, unless stated here otherwise, from the due date of the bill until 30 calendar days after the date of written notification to applicant of the Selectmen's action.

WATER	SEWER	TOTAL
\$ (10,490.60)	\$ (30,047.23)	\$ (40,537.83)


2-13-25

 DIRECTOR OF PUBLIC WORKS

SELECT BOARD

2/24/2025



Department of Public Works
Town of Lexington
Water and Sewer Enterprise Funds
FISCAL YEAR 2025

FINALS		GRAND TOTALS
DECEMBER 2024		
WATER \$	2,998.88	\$2,998.88
SEWER \$	1,273.48	\$1,273.48
TOTAL:	<u>\$4,272.36</u>	<u>\$4,272.36</u>

To the Collector of Revenue for the Town of Lexington:

You are hereby authorized and required to levy and collect of the persons named in the list of water/sewer charges herewith committed to you and each one of his/her respective portion herein set down of the sum total of such list. Said sum being:

four thousand two hundred seventy two 36/100

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

 2-13-25

DIRECTOR OF PUBLIC WORKS

SELECT BOARD

2/24/25

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



DEPARTMENT OF PUBLIC WORKS
TOWN OF LEXINGTON

WATER AND SEWER ENTERPRISE FUNDS

CYCLE 9 BILLING

Dec-24

CYCLE 9	GRAND TOTAL
WATER: \$	280,291.99
BEDFORD FEE: \$	6,484.45
TOTAL: \$	286,776.44

To the Collector of Revenue for the Town of Lexington:

You are hereby authorized and required to levy and collect of the persons named in the list of water/sewer charged herewith committed to you and each one of his/her respective portion herein set down to the sum total of such list. Said sum being:

Two hundred eighty six thousand seven hundred seventy six 44/100

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

SELECT BOARD 2/24/25

 2-13-25

DIRECTOR OF PUBLIC WORKS

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

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Amended Lexington Human Rights Committee Charge and Amend Appointments

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

C.10

SUMMARY:

Category: Decision-Making

At their December 16, 2024 Select Board Meeting, the Select Board reviewed and made some suggestions for the draft updated Lexington Human Rights Committee charge at that time.

The charge included in tonight's packet reflects the suggestions.

Generally, the changes to the the updated charge are:

- change membership from 9 to 7 members
- add quorum requirements;
- to make Town staff to be liaisons to the committee

The following current members will be switched to be liaisons:

- Dana Bickelman - Human Services Liaison
- Larry Freeman - School Leadership Liaison
- Colleen Dunbar - Police Liaison

SUGGESTED MOTION:

To approve the amended Lexington Human Rights Committee charge and amend the appointments accordingly.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

ATTACHMENTS:

Description	Type
☐ LHRC - Lexington Human Rights Committee Charge - 02-24-2025	Backup Material
☐ Updated Lexington Human Rights Committee Charge- Redlined	Backup Material

Lexington Human Rights Committee

Members:	7
Quorum:	A majority of the members then in office, but at least 3
Appointed By:	Select Board
Length of Term:	3 years, staggered
Appointments Made:	September 30

Mission

Supporting Lexington's vision of a community that has as core values freedom from bigotry, hatred, intolerance, disrespect, and destructive conflict among its citizens.

Building a stronger, more unified Town that respects and recognizes both our diversity and our commonalities.

Addressing statements and actions that conflict with the core values expressed above.

Fostering respectful, civil, public discourse and debate.

Function of the Committee

The Lexington Human Rights Committee (LHRC) shall carry out its mission, related to the core values expressed above, through:

- Public advocacy including, but not limited to, programming, educational awareness, engagement, and collaboration with Town and community groups and recommendations to the Select Board
- Providing support to Town departments, committees, and community organizations when requested, regarding the core values expressed above.
- Referring reported civil rights complaints or concerns to appropriate government agencies
- Assisting in planning responses to groups, internal or external to the Town, which advocate actions antithetical to the core values

The LHRC focus shall be matters that directly affect Lexington rather than matters that are primarily of statewide, national, or international concern.

LHRC may work with like committees of other localities and with organizations with which it shares a common purpose, and should use any available materials, advice, or assistance from other organizations, that may be helpful in accomplishing its mission.

Among other items on the agenda shall be a review of the types of human rights related incidents in the Town since the last meeting, regardless of whether the LHRC was involved in responding to the incidents.

Committee Structure

Non-voting Liaisons: Select Board and School Committee liaisons are invited to participate. The Town Manager shall select participating staff liaisons, including but not limited to representatives from the Lexington Police Department, Human Services Department, the Equity Office, or other senior staff. The Lexington Public Schools' Superintendent is also invited to appoint a liaison from the district's leadership team.

Ref. - Charge adopted by the Board of Selectmen on April 30, 2008.

Board of Selectmen voted to designate as Special Municipal Employees on April 30, 2008.

Selectmen voted to change membership from 7-11 to 9 members on October 17, 2011.

Select Board voted to change membership from 9 to 7 members; add quorum requirements; to make Town staff liaisons; and to clarify, simplify, and align charge consistent with current practice on February 24, 2025.

Lexington Human Rights Committee

Members:	7
Quorum:	A majority of the members then in office, but at least 3
Appointed By:	Select Board
Length of Term:	3 years, staggered
Appointments Made:	September 30

Deleted: 5-

Mission

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- Referring reported civil rights complaints or concerns to appropriate government agencies
- Assisting in planning responses to groups, internal or external to the Town, which advocate actions antithetical to the core values

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Among other items on the agenda shall be a review of the types of human rights related incidents in the Town since the last meeting, regardless of whether the LHRC was involved in responding to the incidents.

Committee Structure

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Ref. - Charge adopted by the Board of Selectmen on April 30, 2008.

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Selectmen voted to change membership from 7-11 to 9 members on October 17, 2011.

Select Board voted to change membership from 9 to ~~7~~ members; add quorum requirements; to make Town staff liaisons; and to clarify, simplify, and align charge consistent with current practice on ~~[date]~~.

Deleted: Election of Officers: The LHRC shall elect its officers annually. ¶

Officers: There shall be a Chair, a Vice Chair, and a Clerk. ¶

The Chair shall preside over the meetings and shall exercise the powers and have the responsibilities customarily possessed by the Chairs of Town committees. ¶

The Vice Chair shall have the powers and responsibilities of the Chair when the Chair is absent or otherwise unable to perform their duties. ¶

The Clerk shall have the responsibility of keeping minutes and other records of the LHRC and shall have the responsibility of having notices of meetings posted as required by the Massachusetts Open Meeting Law and any applicable Town bylaws. ¶

Deleted: Staff liaisons selected by the

Deleted: are also assigned to participate

Deleted: 5-

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Hearing - Restaurant All Alcohol Liquor License Application - 27 Waltham Street - PARC Restaurant Group Lex, d/b/a Post 1917

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

I.1

SUMMARY:

Category: Hearing

PARC Restaurant Group Lex, d/b/a Post 1917 has submitted all the necessary paperwork requesting a new restaurant all alcohol liquor license to serve alcohol, within the allowable hours under the Select Board Alcohol Regulations for Restaurants, at their restaurant Post 1917 located at 27 Waltham Street. The legal notice was published in the February 13, 2025 Lexington Minuteman newspaper and the abutters were noticed by the applicant as required. The restaurant floor plan is included in the Liquor License application.

Building, Zoning and Health Departments have reviewed this application and have no objections to the Liquor License application. The applicant must obtain all required municipal permits for the restaurant.

The restaurant is currently undergoing renovations and is not yet open. PARC Restaurant Group Lex, d/b/a Post 1917 will be applying for the required common victualler license. That application will be on a future Select Board meeting for approval.

Jason Carron-Owner and proposed liquor license manager, will be at the meeting to answer any questions.

SUGGESTED MOTION:

Move to _____ the application from PARC Restaurant Group Lex, d/b/a Post 1917 located at 27 Waltham Street for a Restaurant All-Alcohol Liquor License for 7 days/week 11:00am-12:00 midnight, with Jason Carron as Manager on Record for the liquor license and, once the application has also been approved by the ABCC, issue a Restaurant All-Alcohol Liquor License to PARC Restaurant Group Lex, d/b/a Post 1917 at 27 Waltham Street.

FOLLOW-UP:

Select Board Office

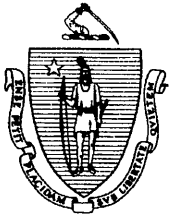
DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

6:45pm

ATTACHMENTS:

Description	Type
☐ Liquor License Application	Backup Material
☐ Copy of Post 1917 Restaurant's Alcohol Policies and Procedures	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 NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

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.

Restaurant-Steak House application for all alcoholic beverages liquor license.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name	<input type="text" value="PARC Restaurant Group Lex, LLC"/>	FEIN	<input type="text" value="33-1753055"/>
DBA	<input type="text" value="Post 1917"/>	Manager of Record	<input type="text" value="Jason Carron"/>
Street Address	<input type="text" value="27 Waltham Street, Lexington, MA 02421"/>		
Phone	<input type="text" value="617-970-8566"/>	Email	<input type="text" value="jason@post1917.com"/>
Alternative Phone	<input type="text"/>	Website	<input type="text"/>

3. 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. You must also submit a floor plan.

A two floor, steak house restaurant. First Floor includes a dining room, bar, kitchen, wine closet, and a handicap bathroom. First Floor dining room capacity is 164 (34 bar seats, 48 booth seats, 38 banquet seats and 44 non-fixed table seats). The Lower Level is a function space for 76 people, accessible through a staircase and lift. Total seating capacity is 240 people. Lower level includes 2 storage closets, 4 bathrooms, an office, liquor storage closet, prep space and a walk-in cooler.

Total Square Footage:	<input type="text" value="4,560"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text" value="240"/>
Number of Floors	<input type="text" value="2"/>	Number of Exits:	<input type="text" value="3"/>	Occupancy Number:	<input type="text" value="240"/>

4. APPLICATION CONTACT

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

Name:	<input type="text" value="Jason Carron"/>	Phone:	<input type="text" value="617-970-8566"/>
Title:	<input type="text" value="Owner"/>	Email:	<input type="text" value="jason@post1917.com"/>

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="10/25/2024"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

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, 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="Jason Carron"/>	<input type="text" value="113 High Street, Reading, MA 01867"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Member/Manager"/>	<input type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<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	<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	<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	<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	<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

APPLICATION FOR A NEW LICENSE

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
Jason Carron	Restaurant	PARC Restaurant Group, LLC	Reading
		DBA Post 1917	

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

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. 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

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	\$450,000.00
C. Other * (Please specify below)	\$200,000.00
D. Total Cost	\$650,000.00

*Other Cost(s): (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
Lewis Quigley	\$400,000.00
Eric Gianci	\$200,000.00
Jason Carron	\$50,000.00
Total:	\$650,000.00

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.
			<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

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

9. 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?

10. 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

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
04/2024	Present	Owner	Post 1917	n/a
06/2016	Present	Owner	Avery Restaurant Consulting	n/a
07/2013	05/2016	Executive Chef	Del Friscos Seaport	Scott Gould

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

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
 If yes, please fill out section 11.

Yes No

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.*

11A. 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

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No
 US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No
 US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No
 US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No
 US Citizen Yes No MA Resident Yes 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

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, 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

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, 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

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. 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

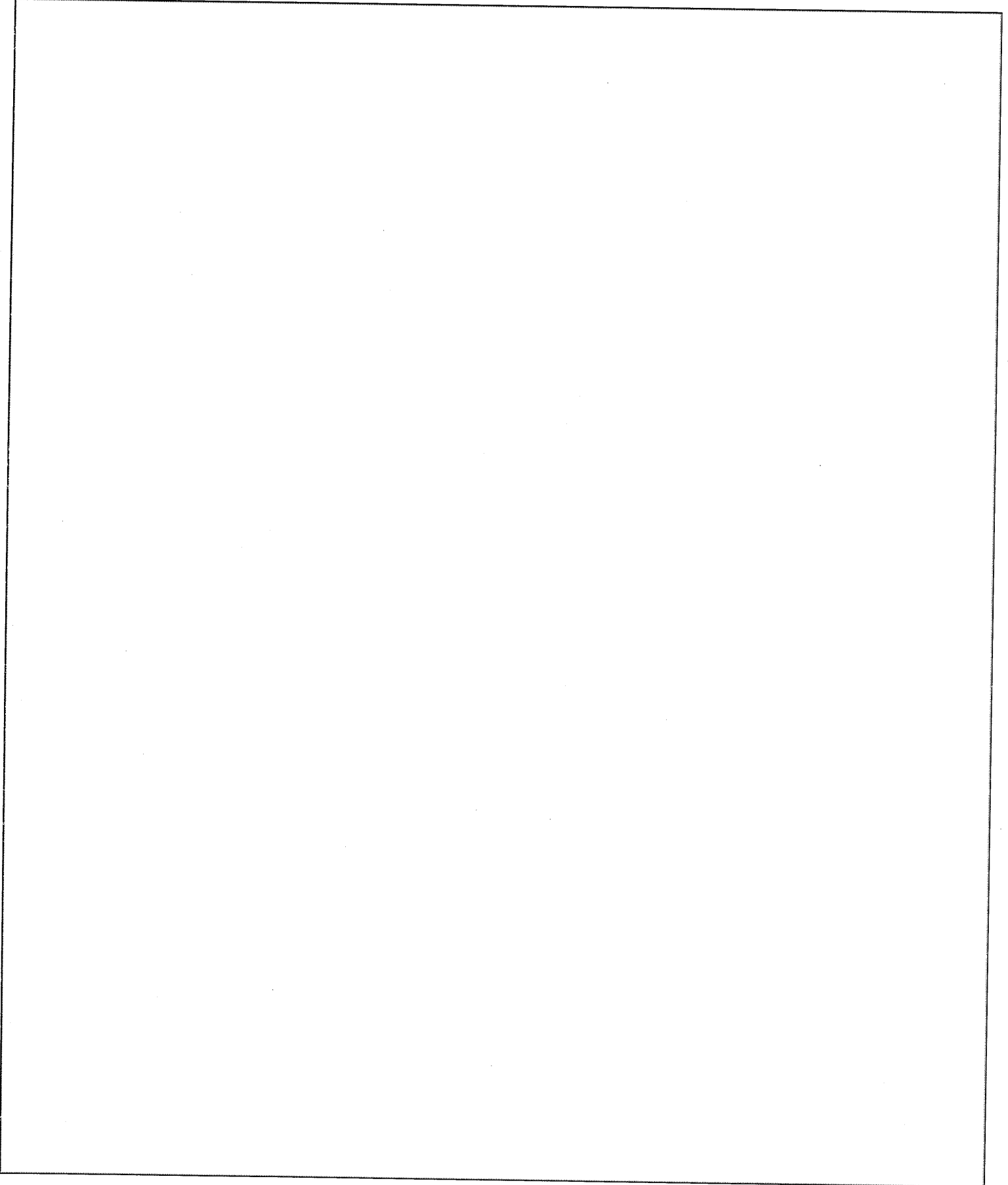
Signature:
 Title:
 Date:

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.

A large, empty rectangular box with a thin black border, occupying most of the page below the text. It is intended for the applicant to provide additional information or clarify previous answers.

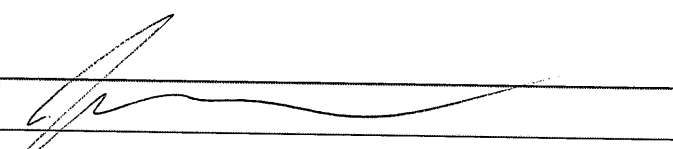
APPLICANT'S STATEMENT

I, **Jason Carron** the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of **PARC Restaurant Group Lex, 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: 
Title: **Member/Manager**

Date: **1/21/25**

ENTITY VOTE

The Board of Directors or LLC Managers of

PARC Restaurant Group Lex, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Lexington

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

01-21-2025

Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/Directors/LLC Managers
- Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize

Jason Carron

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

Jason Carron

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

Jason Carron

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

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

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, LLP Partners, Trustees etc.).

Entity Name <input style="width: 95%; height: 25px;" type="text"/>	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed) <input style="width: 60%; height: 25px;" type="text"/>
---	---

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

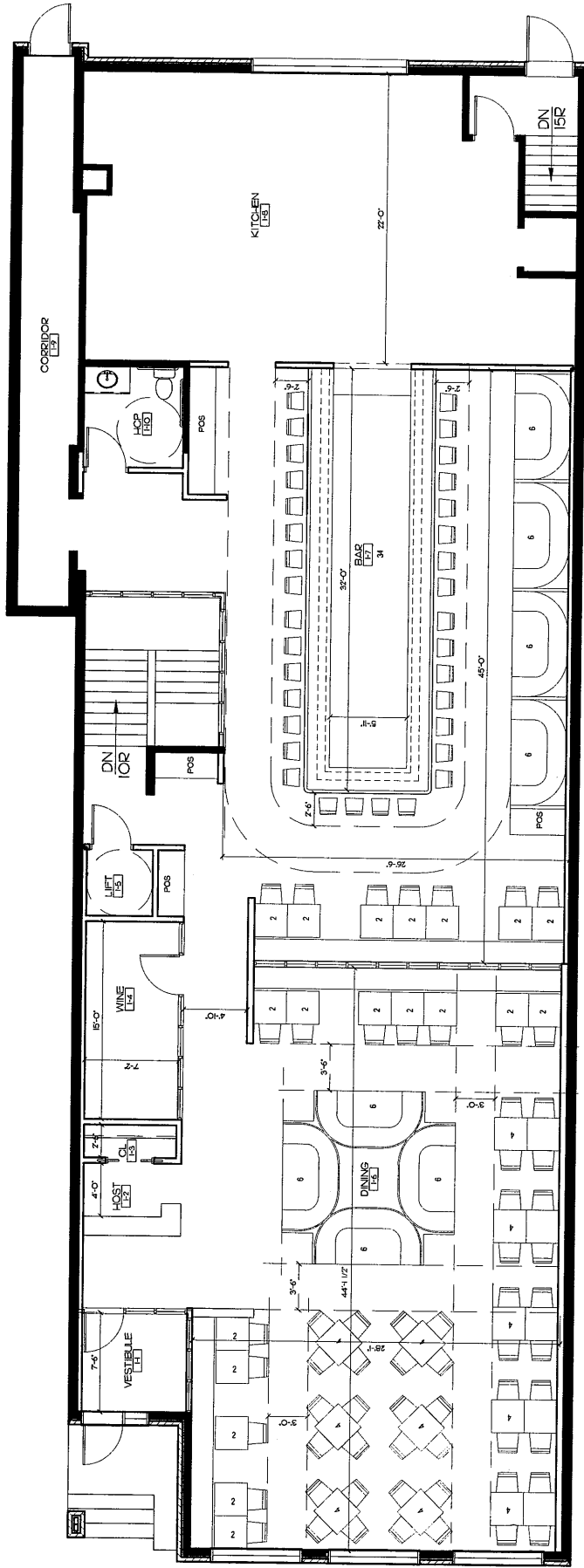
Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<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



1 FIRST FLOOR

Scale: 1/8" = 1'-0"

DINING SEATING	
BAR SEATING	34
BOOTH SEATING	48
BANQUET SEATING	38
NON FIXED TABLES	44
TOTAL SEATING	164
FUNCTION SEATING	
TABLE SEATING	76
OVERALL SEATING	240

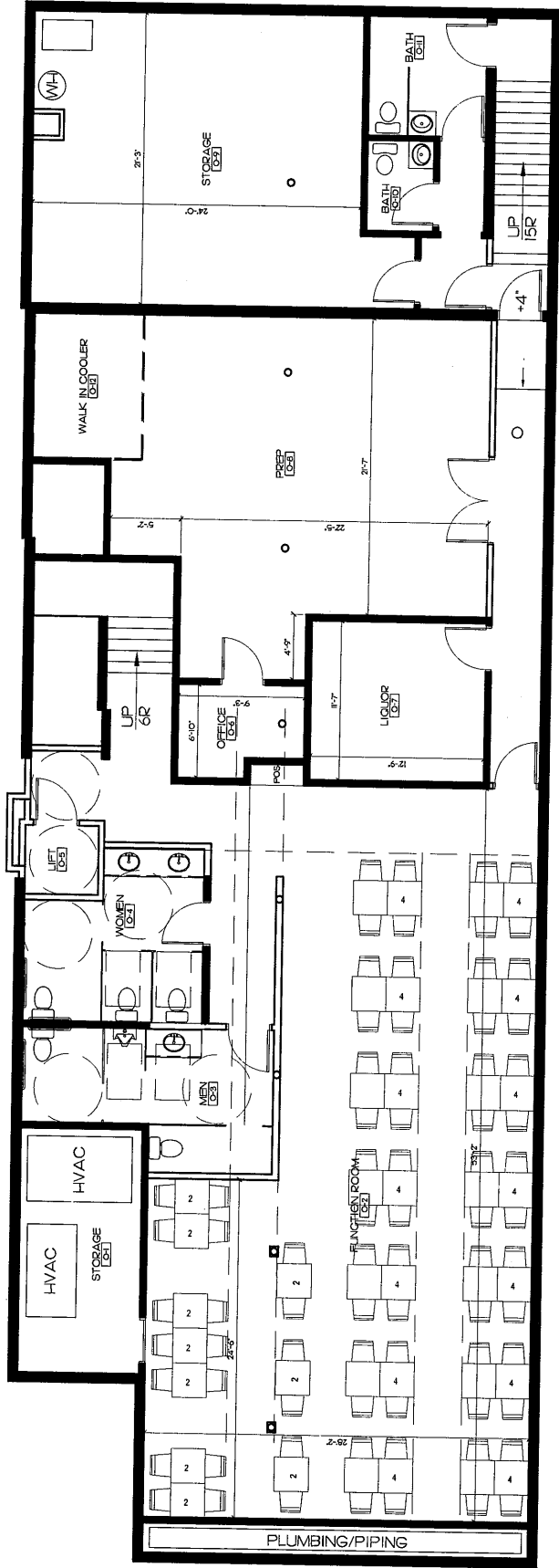
○ Seating Calculation

POST 1775
 LEXINGTON, MA
 27 Waltham St.



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 606 MAIN STREET, SUITE 3001 • READING, MA 01867
 Tel: (781) 438-6168 • Fax: (781) 438-6170 • www.osullivanarchitects.com
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ISSUED 1/16/2025
 SHEET NUMBER 1 of 4
 REVISED / REVISED BY
 REV.1
 REV.2
 REV.3
 REV.4
 JOB NO: 24068



1 LOWER LEVEL PLAN

Scale: 1/8" = 1'-0"

DINING SEATING	34
BAR SEATING	34
BOOTH SEATING	48
BANQUET SEATING	36
NON FIXED TABLES	44
TOTAL SEATING	164
FUNCTION SEATING	
TABLE SEATING	76
OVERALL SEATING	240

Seating Calculation

POST 1775
 LEXINGTON, MA
 27 Waltham St.



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ISSUED	1/16/2025	SHEET NUMBER	2 of 4
REVISED / REVISED BY		JOB NO.	24068
REV. 1			
REV. 2			
REV. 3			
REV. 4			

PARC Restaurant Group Lex, LLC
(a Massachusetts limited liability company)

OPERATING AGREEMENT

BACKGROUND

1. **Jason Carron** (the “Original Member”) intends to form a limited liability company, this October 25, 2024 to be named PARC Restaurant Group Lex, LLC (the “LLC”), under the Massachusetts Limited Liability Company Act (the “Act”).

2. This Agreement sets forth the Original Member’s rights and duties with respect to the LLC.

TERMS AND CONDITIONS

ARTICLE 1:
FORMATION OF THE LLC; ORIGINAL MEMBER.

1.1 Effective Date of Agreement; Formation of LLC. This Agreement shall be effective on the date (the “Effective Date”) on which the Original Member shall have signed and dated it. The Original Member has signed this Agreement, the Original Member has delivered to the Secretary of State of Massachusetts for filing a Certificate of Organization (the “Certificate”) substantially identical in form and content to that attached to this Agreement.

1.2 Admission of Original Member. Immediately upon the formation of the LLC, the sole Member shall be the Original Member.

ARTICLE 2:
NAME OF LLC; PURPOSE AND POWERS, ETC.

2.1 LLC Name, Purpose, etc. The business and affairs of the LLC shall be conducted solely under the name set forth in the Certificate, and its registered agent, registered office, duration, and form of management shall be solely as set forth therein. The purpose of the LLC shall be: (i) to operate, and lease, build, develop, real estate of all kinds and descriptions; (ii) operate a restaurant and engage in all activities connected therewith, and (iii) to engage in any other lawful business in which a limited liability company may engage under Massachusetts law (the “Business”).

2.2 LLC Powers. The LLC shall have all powers identified in the Act and any other power necessary or desirable to carry out the purposes of the LLC.

ARTICLE 3:
FISCAL YEAR.

The fiscal year of the LLC shall be the calendar year.

ARTICLE 4:
CAPITAL CONTRIBUTIONS.

Promptly after the formation of the LLC, the Original Member shall contribute the sum of Five Hundred Dollars (\$500) to the LLC. No Member of the LLC shall be entitled to interest on any contribution to the LLC. No Member shall be entitled to the return of any contribution except in connection with the LLC’s dissolution. No Member shall be required to make additional contributions to the LLC without the consent of all Members.

ARTICLE 5:
ALLOCATIONS AND DISTRIBUTIONS; DRAWS.

5.1 Profits and Losses, Distributions. Until the admission of additional Members, the Original Member shall be entitled to all allocations of LLC profits and losses and to allocations of distributions. Upon the admission of any additional Members, each Member shall be entitled to allocations of LLC profits and losses and to allocations of distributions of LLC assets *pro rata* in accordance with his or her Percentage Interest in the LLC.

5.2 Approval of Distributions. Until the admission of additional Members, the Original Member shall be entitled to receive distributions of its share of LLC profits as the majority of the Members shall determine from time to time. Upon the admission of any additional Members, each Member shall be entitled to receive distributions of his or her share of LLC profits *pro rata* in

accordance with his or her Percentage Interest in the LLC as the majority of the Members shall determine from time to time.

ARTICLE 6:
MANAGEMENT OF LLC.

6.1 Participation in LLC Management. The LLC shall be member managed.

6.2 Allocation of Votes. The Original Member shall have the exclusive right to vote on LLC matters; provided that, upon admission of additional Members, each Member shall have the right to vote on each LLC matter in accordance with his or her Percentage Interest in the LLC.

6.3 Voting Requirements. Except as otherwise provided in this Agreement, each LLC matter shall be decided by the affirmative vote of a majority of Members.

6.4 Agency. The Original Member shall have the power, right, and authority to act as agent for the LLC on all LLC matters; provided, that upon admission of additional Members, no Member shall sign any material contract on behalf of the LLC with any third party unless the contract is first approved by a majority of Members.

ARTICLE 7:
REQUIREMENT OF CONSENT FOR TRANSFERS OF LLC MEMBERSHIPS AND INTEREST; PLEDGES, ETC.; ADMISSION OF NEW MEMBERS.

7.1 Transfers of Memberships and LLC Interests. Except with the consent of a majority of the Members, no Member shall transfer to any person any management right or other right or interest of the Member in the LLC, including any portion of the Member's LLC interest.

7.2 Pledges. No Member shall pledge any portion of his or her Membership rights or interests, including his LLC interest, without the consent of a majority of the other Members.

7.3 Admission of New Members. No person or entity shall be admitted as a new Member of the LLC except with the consent of a majority of the Members.

ARTICLE 8:
DUTIES OF MEMBERS.

8.1 Duties of Members. Each Member shall use his or her best efforts to promote the business of the LLC.

8.2 Duties of Care, Good Faith, and Loyalty. In his or her actions as a Member of the LLC, each Member: (i) shall use the same care as he would use in conducting his own affairs; (ii) shall act in good faith; and (iii) shall act with the utmost loyalty toward the LLC and the other Members.

ARTICLE 9:
RECORDS AND REPORTS.

9.1 Books of Account. The LLC shall maintain proper books of account, which shall comply with all applicable federal income tax regulations and with generally accepted accounting practices as applicable to limited liability companies.

9.2 Annual Reports Relating to Tax Return Preparation. Within 90 days after the close of the fiscal year of the LLC, the LLC shall prepare and deliver to the Members written reports which shall contain all information in the possession of the LLC that is reasonably necessary to enable the Members to prepare their federal income tax returns.

ARTICLE 10:
DISSOLUTION.

The LLC shall dissolve upon the death or dissolution of any Member unless, within 90 days after such death or dissolution, other Members holding a majority of capital and profit interests in the LLC vote to continue it.

ARTICLE 11:
TERM AND TERMINATION.

The term of this Agreement shall begin on the Effective Date and shall end upon the earlier of: (i) the date on which the LLC is terminated under this Agreement or under other applicable law; or (ii) the date on which a majority of the Members agree to terminate it.

ARTICLE 12:
MISCELLANEOUS PROVISIONS.

12.1 Entire Agreement. This Agreement contains the complete agreement between the Members concerning its subject matter, and it supersedes any earlier agreements among them concerning its subject matter.

12.2 Amendments. No amendment of this Agreement or of the Certificate shall be valid except in writing signed by a majority of the Members.

12.3 Applicability of the Act. Except as otherwise expressly provided in this Agreement and in the Certificate, all provisions of the Act as now in effect and as amended from time to time shall apply in the Agreement as if fully incorporated herein.

12.4 Notices. All notices under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. Mail, return receipt requested, to the Members at their respective addresses as stated below. A Member may change the Member's address for purposes of this Section 12 at any time upon reasonable notice to the other Members. Notices shall be deemed to have been received when actually received.

12.5 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

12.6 Captions. All captions in this Agreement are for convenience only and shall be deemed irrelevant in construing any of its provisions.

12.7 Access of Members to Legal Advice. The Member acknowledges that before signing this Agreement and accepting its terms, the Member has had every reasonable opportunity to consider these terms and to review them with an attorney of his choosing; and that he has signed this Agreement knowingly and freely.

SIGNATURE AND DATES

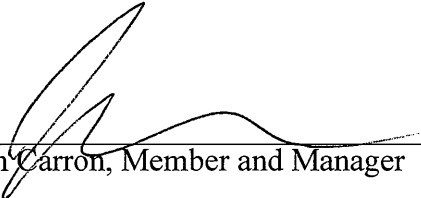
In witness of its acceptance of the above terms and conditions, the Original Member has duly signed and dated this Agreement as follows:

Jason Carron
113 High Street
Reading, MA 01867

Percentage Interest:

100%

By:



Jason Carron, Member and Manager

Date: October 25, 2024

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Amendment

(General Laws, Chapter 156C, Section 13)

Filing Fee: \$100.00

Identification Number: 001846430

1.a. Exact name of the limited liability company: PARC RESTAURANT GROUP SUDBURY, LLC

Check if amending entity name

1.b. The exact name of the limited liability company as amended, is:

PARC RESTAURANT GROUP LEX, LLC

1.c. The date of filing of the original certificate of organization:

10/25/2024

2. Address in the Commonwealth where the records will be maintained:

Number and street: 27 WALTHAM STREET

Address 2:

City or town: LEXINGTON State: MA Zip code: 02421

Country: UNITED STATES

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

(I) TO OPERATE, AND LEASE, BUILD, DEVELOP, REAL ESTATE OF ALL KINDS AND DESCRIPTIONS;
(II) OPERATE A RESTAURANT AND ENGAGE IN ALL ACTIVITIES CONNECTED THEREWITH, AND (III)
TO ENGAGE IN ANY OTHER LAWFUL BUSINESS IN WHICH A LIMITED LIABILITY COMPANY MAY
ENGAGE UNDER MASSACHUSETTS LAW

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. Name and address of the Resident Agent:

Agent name: JASON CARRON

Number and street: 29 HUDSON ROAD

City or town: SUDBURY

State: MA

Zip code: 01776

6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	JASON CARRON	27 WALTHAM STREET LEXINGTON, MA 02421 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
SOC SIGNATORY	JASON CARRON	27 WALTHAM STREET LEXINGTON, MA 02421 USA

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	JASON CARRON	27 WALTHAM STREET LEXINGTON, MA 02421 USA

9. Additional matters:

10. State the amendments to the certificate:

AMENDED THE FOLLOWING INFORMATION IN THE ABOVE SECTIONS:

- 1B. PARC RESTAURANT GROUP LEX, LLC
2. UPDATED ADDRESS WHERE RECORDS WILL BE MAINTAINED TO 27 WALTHAM STREET, LEXINGTON, MA 02421
6. UPDATED BUSINESS ADDRESS OF MANAGER JASON CARRON TO 27 WALTHAM STREET, LEXINGTON, MA 02421
7. UPDATED BUSINESS ADDRESS OF SOC SIGNATORY JASON CARRON TO 27 WALTHAM STREET, LEXINGTON, MA 02421
8. UPDATED BUSINESS ADDRESS OF PERSON AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT RELATED TO REAL PROPERTY TO JASON CARRON TO 27 WALTHAM STREET, LEXINGTON, MA 02421

11. The amended 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 3 Day of December, 2024,

MICHAEL P. COLE JR., ESQ.

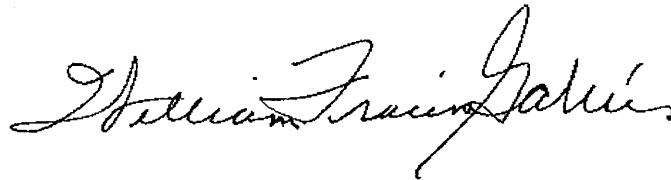
, Signature of Authorized Signatory.

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:

December 03, 2024 04:16 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LEASE AGREEMENT

AAW
THIS AGREEMENT OF LEASE made as of the 1st day of January, 2025 (the "Effective Date"), by and between Lexington Enterprises, Inc., a Massachusetts corporation having an address of 90A Hancock Street, Lexington, MA 02420 (hereinafter referred to as "Landlord") and Parc Restaurant Group LLC, a Massachusetts limited liability company, d/b/a Post 1917 Steakhouse, having an address at 27 Waltham Street, Lexington, Massachusetts 02421 (hereinafter referred to as "Tenant"). 1775 AAW

WITNESSETH:

That Landlord, in consideration of the rents and covenants hereinafter specified to be paid and performed by Tenant, hereby leases to Tenant and Tenant hereby rents from Landlord the premises hereinafter described, upon the terms and conditions herein set forth.

1. Premises. The leased premises is known as 27 Waltham Street, Lexington, Massachusetts 02421, with the improvements now therein and hereinafter sometimes referred to as the "Demised Premises", or as the "Premises", which Premises is legally described on Exhibit A attached hereto. As of the Commencement Date (as defined below), the Premises include a building consisting of approximately 4,560 square feet on the first floor and 4,560 square feet on the lower level.

2. Term. (a) The term of this Lease shall commence on January 1, 2025 (the "Commencement Date") and shall terminate on date which is ten (10) years and three (3) months following the Rent Commencement Date (defined below) (subject to Tenant's right to extend the term of this Lease as set forth in Section 3(c) below), under and subject to deed restrictions, covenants, easements, reservations and rights of way, if any, any state of facts an accurate survey might show, zoning regulations, restrictions, rules and ordinances, building restrictions and other governmental regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and to which the Demised Premises may be subject provide same do not material impact Tenant's Permitted Use (defined below) of the Demised Premises. Any personal property or trade fixtures in the Demised Premises as of the Commencement Date will be deemed abandoned any may be disposed of, sold, or used by Tenant as Tenant sees fit and without any notice to or liability to Landlord; however, Landlord represents that Landlord owns such personal property and trade fixtures there are no taxes or other monies owed on such personal property or trade fixtures in the Demised Premises.

(b) Tenant intends to redevelop the Premises and the building located thereon so that the same may be operated by Tenant for the Permitted Use (defined below) (collectively, the "Build-Out"). Prior to commencing the Build-Out, Tenant shall submit to Landlord plans therefor for Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. With respect to the Build-Out, Tenant agrees that it shall, at Tenant's sole cost and expense (i) no later than sixty (60) days following the Commencement Date, apply with the applicable governmental authority(ies) having jurisdiction over the Premises for all necessary permits and licenses required for the construction and operation of Tenant's business at the Premises, including building permits and a liquor license, as well as all permits and approvals required for the installation of Tenant's fascia signs on the Premises and any center signs, and (ii) diligently follow up with the applicable governmental authority(ies) so that Tenant may obtain such permits as soon as possible.

(c) Upon Tenant's receipt of building permits from the applicable governmental authority, which Tenant shall furnish to Landlord upon Tenant's receipt thereof, Tenant shall build-out the Demised Premises according to the plans approved by Landlord.

3. Rentals. (a) On the first (1st) day following the day Tenant receives a liquor license and certificate of occupancy, or their jurisdictional equivalents (the "Rent Commencement Date"), Tenant covenants to pay to Landlord, without previous demand therefor and without any delay, defense, set-off, counterclaim, abatement, suspension or deduction whatsoever, a Minimum Rental at the following annual rate for the period as set forth below, payable in equal monthly installments in the amount set forth below, in advance on the first day of each and every calendar month throughout the applicable annual period as follows:

<u>Annual Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Lease Year 1*	\$136,800.00	\$11,400.00
Lease Year 2	\$140,904.00	\$11,742.00
Lease Year 3	\$140,904.00	\$11,742.00
Lease Year 4	\$145,131.12	\$12,094.26
Lease Year 5	\$145,131.12	\$12,094.26
Lease Year 6	\$149,485.05	\$12,457.09
Lease Year 7	\$153,969.61	\$12,830.80
Lease Year 8	\$158,588.69	\$13,215.72
Lease Year 9	\$163,346.35	\$13,612.20
Lease Year 10	\$168,246.74	\$14,020.56

* Landlord has agreed to abate Minimum Rental for the first three (3) months of Lease Year 1 provided that Any partial month and partial Lease Year of the term of this Lease shall be prorated.

(b) Minimum Rental for the first month Minimum Rental and last month's Minimum Rental in the amount of \$25,420.56 is due and payable upon execution of this Lease plus two (2) months of the tax escrow as per Section 34 below.

(c) Tenant agrees to deposit with the Landlord as of the date of Tenant's execution of this Lease, the sum of \$22,800.00 (representing two (2) month's Minimum Rent, the "Security Deposit") in the form of cash or a Letter of Credit as of the date Tenant's Financial Institution approves such Letter of Credit in a form and from a lender reasonably acceptable to Landlord, as security for the full and faithful performance by the Tenant of all of the terms, covenants and conditions of this Lease upon the Tenant's part to be performed. Tenant shall deliver the original Letter of Credit to Landlord within thirty (30) days of the date of this Lease. If Tenant fails to timely delivery the Letter of Credit, Tenant shall immediately deliver the Security Deposit in cash to the Landlord. Failure to timely deliver either the Letter of Credit or

the cash Security Deposit shall be a default under this Lease.

(a) If this Lease shall be in force and effect on the expiration of the original term, and Tenant is not in default hereunder and has complied fully with all of the conditions contained herein, the Tenant may elect to renew this Lease for up to two (2) periods of five (5) years each (each a "Renewal Term"), commencing on the first day following the expiration of the original term or the first Renewal Term upon the same terms and conditions as set forth herein except as to the annual rental payable during each Renewal Term which shall be calculated as set forth in Section 3(e) below. To exercise the election for a Renewal Term, Tenant shall give the Landlord notice in writing of the election at least twelve (12) months prior to the expiration of the original term or the first Renewal Term. Time shall be of the essence with respect to the exercise of each Renewal Term.

(a) In the event the Tenant exercises its option for the Renewal Term, then, in such event it is understood and agreed by and between Landlord and Tenant that Tenant shall pay to Landlord, without previous demand therefor and without any delay, defense, set-off or deduction whatsoever, a minimum rental at the following annual rate for the period as set forth below, payable in equal monthly installments in the amounts set forth below, in advance on the first day of each and every calendar month throughout the applicable period as follows:

<u>Annual Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Lease Year 11	\$173,294.15	\$14,441.18
Lease Year 12	\$178,492.97	\$14,874.41
Lease Year 13	\$183,847.76	\$15,320.65
Lease Year 14	\$189,363.19	\$15,780.27
Lease Year 15	\$195,044.09	\$16,253.67
Lease Year 16	\$200,895.41	\$16,741.28
Lease Year 17	\$206,922.27	\$17,243.52
Lease Year 18	\$213,129.94	\$17,760.83
Lease Year 19	\$219,523.84	\$18,293.65
Lease Year 20	\$226,109.56	\$18,842.46

(b) In connection with all monthly rental payments and additional rental payments required to be paid hereunder, Tenant agrees to pay to Landlord any and all sales tax due and payable to the State of Massachusetts and any other governmental unit in connection with such monthly rental and additional rental payments. For the avoidance of doubt, sales tax charged to Tenant due to Tenant's business operations at the Premises shall be paid by Tenant directly to the State of Massachusetts.

(c) Tenant shall pay to Landlord, on demand, as additional rent, five (5%) percent of any installment of Minimum Rent and additional rent overdue more than ten (10) days.

(d) It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant, or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant, or any other party.

(e) After the execution of the Lease and delivery of the Demised Premises to Tenant as required by this Lease, Tenant shall have no right to cancel this Lease, seek a diminution of rent, sue for damages, or assert any other contractual, legal or equitable remedy based either on a claim that Landlord failed to deliver possession in accordance with the terms of this Lease or based on a claim that the size, location, layout, dimensions of construction of the building in which the Premises are located or service area (if any), sidewalks, parking or any other facilities to be furnished by Landlord, were not furnished in accordance with the terms of this Lease. "THE TENANT HAS EXAMINED THE DEMISED PREMISES AND TAKES THE SAME AS IS". Notwithstanding the foregoing, if after Tenant's opening for business and during the term hereof if Landlord is in default under any of its lease obligations, Tenant shall have such rights at law or equity to which it may be entitled except that Tenant hereby waives any right to cancel or terminate the Lease or to seek a diminution of rent unless such right is explicitly reserved to Tenant under the terms of this Lease. Upon request after the Commencement Date, the Tenant will execute a separate certification whereby Tenant will, to the extent accurate, certify to the Landlord and the holder of any mortgage to which this Lease is, or shall thereafter be, subject and subordinate, that the Premises have been delivered to it in accordance with the terms of this Lease and that possession thereof has been fully and completely accepted by Tenant who is then in possession of the same, and that the term of this Lease shall have commenced and that there is not then any offset of any rental(s) nor any violation of any of the lease terms on the part of the Landlord.

(f) As used herein, "Lease Year" shall mean a period of twelve (12) full and consecutive calendar months. The initial Lease Year shall begin on the Rent Commencement Date and end on the last day of the month preceding the first anniversary of the Rent Commencement Date; provided, however, if the Rent Commencement Date does not occur on the first day of a calendar month, then the initial Lease Year shall begin on the Rent Commencement Date and end on the last day of the month which contains the first anniversary thereof. Each succeeding Lease Year shall begin upon the termination of the preceding Lease Year.

4. Rental Address; Additional Rentals. The Tenant, during the term hereby granted, shall pay to the Landlord, at such place as it, in writing shall designate, and to such person, firm or corporation as the Landlord, in writing shall designate, or to its assignee if the Landlord rights under this Lease be assigned, the annual rent herein reserved and any additional rent. Until further notice from the Landlord, said annual rent and any additional rent shall be forwarded to Landlord at the address set forth in the first paragraph of this Lease.

(a) Tenant also shall pay, as additional rental, all charges, costs, expenses and other payments which Tenant assumes or agrees to pay under any of the provisions of this Lease, and in the event of any non-payment thereof that continues after Landlord has provided written

notice of same to Tenant and afforded Tenant ten (10) days to cure such non-payment, Landlord shall have all the rights and remedies it would have hereunder or by law in the case of non-payment of rent. In the event that Landlord shall pay any sum of money, or do any act which shall require the expenditure of any sums by reason of the failure of the Tenant (after notice to Tenant and affording Tenant ten (10) days to cure) to perform any of the covenants, terms or conditions herein contained, the Tenant covenants to repay promptly such sums to the Landlord upon demand, together with interest at the highest interest rate allowed by law and in default thereof the sums so paid by the Landlord shall be due as called for herein or may be added as additional rent to the minimum rent becoming due upon the next rent day, or, at Landlord's option, on any subsequent rent day and shall be payable as such. However, nothing contained herein shall be construed to postpone the right of Landlord, immediately upon expending such sums, to collect such sums by action or otherwise.

(b) No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's rights to recover the balance of such rent or pursue any other remedy in this Lease provided.

5. Utilities. Tenant shall pay directly to the municipality or utility company involved the rent or charge, which may, during the demised term, be assessed or imposed for the gas, electric, water or other utilities used or consumed in or on the said Premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed. Tenant shall pay any sewer rent or charge imposed upon the building. If the Landlord pays any of such rents, charges or expenses, such amounts shall be deemed additional rent due hereunder and shall be paid by Tenant to Landlord within three (3) days after Landlord notifies Tenant thereof. If Tenant fails to pay any of such rents, charges or expenses or fails to pay Landlord for such additional rent within ten (10) days after demand, it shall constitute a default hereunder.

6. Alterations. Landlord acknowledges that Tenant intends to make certain initial alterations to the Premises for Tenant's use (the "Initial Alterations") in accordance with plans to be approved by Landlord in accordance with the terms of this Lease. Tenant will not occupy or use the Premises, nor permit the same to be occupied or used for any business deemed extra hazardous on account of fire or otherwise. In the event of a breach of any of the foregoing, the term herein shall immediately cease and terminate at the option of the Landlord as if it were the expiration of the original term. In connection with the Initial Alterations, and in the event Tenant makes any additional alterations hereunder with the consent of the Landlord, Tenant agrees to comply with the following:

(a) Prior to any work being performed, Tenant agrees to prepare all plans and specifications concerning the same. All such plans and specifications shall be subject to the approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Within ten (10) business days of each submittal to Landlord of plans, specifications or any other work-related request, Landlord will either issue its approval or send Tenant notice of disapproval with specific reasons for such disapproval. Landlord's failure to respond within such 10-business day period, will be deemed approval by Landlord. Subsequent to the approval of such plans and specifications by Landlord, Tenant agrees that there shall be no change in said plans and specifications without the further approval of Landlord.

(b) Tenant agrees to commence any alterations as soon as practicable subsequent to receipt by Tenant from Landlord of written approval of Tenant's plans and specifications and Tenant will proceed with any such alterations with due dispatch until the same are completed. Any approval by Landlord will not indicate that the proposed alterations comply with building or other codes or laws, compliance with which shall be solely Tenant's obligation.

(c) All such alterations shall be performed in a good workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and all laws, statutes, ordinances, rules and regulations of all governmental authorities having jurisdiction and in accordance with the orders, rules and regulations of the Board of Fire Insurance Underwriters and any other body hereafter exercising similar functions having or asserting jurisdiction over the Premises.

(d) All such alterations shall be performed and completed lien free so that the Premises at all times shall be free of liens for labor or materials supplied or claimed to have been supplied to the Premises.

(e) Tenant shall carry, at Tenant's expense, all necessary Workmen's Compensation and Builder's Risk insurance and shall furnish Landlord with evidence of any and all such coverage.

(f) Any such alterations shall not be undertaken until Tenant shall have procured and paid for all required permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

(g) Tenant agrees to furnish to Landlord as built plans showing completion of all such alterations.

(h) Tenant agrees to install and maintain grease traps in the Premises, the type and manner of installation of such grease traps being subject to Landlord's prior written approval (such approval not to be unreasonably withheld, conditioned or delayed) and all governmental laws and requirements, and shall establish a quarterly cleaning program with respect thereto. In addition to the quarterly cleaning of the grease traps, Tenant shall use "Cloroben PT" or a similar type of chemical in all drain lines, in accordance with the manufacturer's recommendations, to help dissolve any grease build-up. Tenant shall provide Landlord with copies of its cleaning contract for its grease traps and its extermination contracts prior to the Commencement Date. Without limitation of any of the foregoing, Tenant shall do whatever is reasonably necessary in order to maintain properly the grease trap and prevent, at all times, any overflow or discharge of grease at the surface of the grease trap manhole or other access point. The grease trap and all plumbing pipes shall be rooted and cleaned regularly and as often as necessary to prevent clogging or discharge. In the event of any such overflow or discharge, Tenant shall be responsible for all costs of cleanup of the overflow or discharge, including all costs of removing grease, and repair, restoration or replacement of property damaged by such overflow or discharge. Any solid fuel cooking operations (i.e., wood burning stoves) shall be inspected monthly. Any fire suppression equipment used in the cooking hood shall be inspected at least two (2) times per Lease Year and the results thereof shall be provided to Landlord.

(i) The kitchen exhaust systems, including roofing hoods, ducts and fans used in connection with the kitchen operation, whether located in or outside of the Premises, shall be

maintained by Tenant in good condition so as to meet the highest standard of cleanliness and health. Tenant shall establish a quarterly (or more frequent as conditions may warrant in Landlord's reasonable discretion) cleaning program with respect thereto. Tenant shall provide Landlord with a copy of its cleaning contract for the exhaust system prior to opening for business. Tenant shall do whatever is necessary in order to properly maintain the exhaust system. In the event of discharge, Tenant shall be responsible for all costs of clean up, including all costs of repair, restoration or replacement of property damaged by such discharge. Tenant's cleaning contract shall provide for grease deposit removal from all surfaces (powder coating is not permitted).

(j) Tenant shall make the following items part of a continuing maintenance program in order to reduce the possibility of fire:

(i) Cooking hood filters and/or grease extractors shall be cleaned weekly.

(ii) The entire exhaust system shall be inspected by a properly trained, qualified, and certified company or person quarterly and any such inspection report shall be provided to Landlord.

(iii) After inspection, if components are found to be contaminated with deposits from grease laden vapors, the entire exhaust system (hoods, grease removal devices, fans, ducts, and other included appurtenances) shall be cleaned by a properly trained, qualified and certified company or person. The cleaning shall be to bare metal using mechanical means (scraping, washing, steam cleaning, etc.) and not coated with chemicals or powder. A certificate of service shall be provided by any contracted service and delivered to Landlord.

(iv) Tenant shall install (and maintain and replace as necessary) a fire extinguishing system within the hood and duct of the cooking facility which satisfies the requirements now and hereafter established by municipal codes and Landlord's insurer and shall provide Landlord with a certificate that same has been installed.

If Tenant fails to comply with any of the provisions of this subsection after written notice of noncompliance from Landlord and a reasonable time to cure, it shall be a default under this Lease, and in addition to any rights of Landlord under this Lease, at law or in equity, Landlord shall have the right to perform such work on Tenant's behalf and Tenant shall reimburse Landlord for the cost and expense thereof.

Notwithstanding the foregoing, Tenant shall be entitled to make Non-Structural Alterations based on the following procedure: (i) Tenant shall obtain Landlord's consent, which consent shall not be unreasonably withheld, (ii) such alterations shall not impact the roof and structure or building systems nor adversely affect or reduce the value of the building, and (iii) such alterations shall be performed in compliance with Section 7. The term "Non-Structural Alterations" as used herein shall mean certain interior non-structural alterations such as (a) the installation and rearrangement of Tenant's fixtures, (b) any painting of the interior of the Premises and (c) the installation and/or demolition of non-load bearing demising walls. Any non-load bearing demising walls and any fixtures installed by Tenant must be removed by Tenant, at the option of Landlord, upon the termination of this Lease in accordance with Section 9 hereof.

Notwithstanding any language contained in this Lease to the contrary, Landlord agrees that, although affixed to the Premises, Tenant's trade fixtures (which include, without limitation, attached and unattached shelving and cabinets which are placed on the Demised Premises by Tenant from time to time during the term of this Lease) shall remain the property of Tenant and, at the expiration or termination of the Lease may be removed from the Demised Premises by the Tenant. Further, Tenant shall be permitted to remove at any time, and from time to time, during the term of this Lease, any personal property or trade fixture placed in the Demised Premises by Tenant. Tenant agrees to be responsible for and to perform repairs occasioned by the removal of Tenant's trade fixtures from the Demised Premises in accordance with the provisions of this Lease.

7. Compliance With Laws. The Tenant shall comply with all laws, ordinances, statutes, rules, regulations and requirements of the local, state and federal government and shall comply with all the requirements of the Board of Health, Municipal and State Authorities and Police and Fire Departments and of the Federal Government and of any and all their Departments and Bureaus applicable to Tenant's use of said Premises, and will not create or permit any nuisance in the Premises hereby rented, to the annoyance of neighboring occupants. Tenant agrees to comply with the responsibilities of all health, safety, zoning, building and environmental laws, statutes, ordinances, regulation, rules, orders and restrictions of any municipal, state, federal or other governmental authority having jurisdiction with respect to the Demised Premises, and to assume all of the responsibilities imposed by all such laws, statutes, ordinances, regulations, rules, order and restrictions with respect to the Premises and to hold Landlord harmless in connection therewith. Tenant further agrees to indemnify and hold Landlord harmless from any liability, costs and expenses (including, but not limited to, attorneys' fees and litigation costs) arising from any claim for personal injury, property damage, or damage to the environment made, asserted or prosecuted by or on behalf of any person or entity relating in any way to the Premises, and either (i) arising or alleged to arise under any environmental law, statute, regulation, ordinance, rule or order or (ii) asserted as a result of actual, threatened or alleged pollution or contamination by, or exposure to, toxic or hazardous substances, pollutants, contaminants, products, raw materials or other chemicals or substances used in connection with or produced by the Premises, in each case where the cause of action arose during the term of the Lease but otherwise without regard to the form of action, and whether based on strict liability, gross negligence, negligence or any other theory of recovery at law or in equity. Tenant represents, covenants and warrants that Tenant shall not use the Premises in such a manner as to become liable under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S. C. 9601, *et seq.* ("CERCLA"). In the event that there shall be filed a lien against the Premises pursuant to and in accordance with CERCLA arising from the intentional or unintentional action or omission of Tenant or Tenant's employees, agents, contractors, licensees, invitees, assigns or subtenants, then Tenant shall, within thirty (30) days from the date Tenant is given notice of the lien or in such shorter period of time in the event that the United States, or any agency or subdivision thereof, has commenced steps to cause the Premises to be sold pursuant to the lien, pay the claim and remove the lien from the Premises. If Tenant fails to do so by said period, Landlord shall be entitled to resort to such remedies as are provided in the Lease Agreement as in the case of any default of this Lease Agreement, in addition to such as are permitted by law. Tenant further agrees to comply with all laws applicable to the conduct of its business on the Premises as allowed pursuant to Section 8 below.

8. Use. The Tenant agrees that the Demised Premises shall be used and occupied by Tenant only for the operation of a full-service sit-down upscale steakhouse restaurant with a full

liquor license (the "Permitted Use"), and the Demised Premises shall not be used or occupied for any other purpose without the advance written consent of the Landlord. Landlord grants Tenant 24/7 access to and use of the Premises. Additionally, Landlord shall not be restricted from allowing any parcel of land (or any portion thereof) owned by Landlord in the vicinity of the Premises to be developed as a restaurant.

It is understood and agreed that Landlord makes no representation or warranty of any kind with respect to the suitability of the Premises for Tenant's intended use and/or with respect to the status of any zoning, building or other governmental laws, ordinances, rules and regulations which may govern Tenant's intended use of the Premises.

By way of supplementation and not by way of limitation of any of Tenant's obligations under this Lease, Tenant further agrees to keep the Demised Premises in a clean, neat, healthful, aesthetically pleasing, well maintained and orderly condition consistent with a first-class facility and to keep the Demised Premises free of (i) debris, (ii) trash, (iii) garbage, or (iv) refuse (except that reasonable amounts of the items referred to in (i) through (iv) above may be kept temporarily in closed containers in the place directed by Landlord), (v) vermin, insects or pests (by virtue of having regular pest extermination), (vi) excessive vibrations, (vii) dangerous materials and (viii) all other nuisances. Tenant further agrees not to burn trash or garbage in the Premises; commit waste in the Demised Premises; cause or permit pipes, lines, conduits, fixtures or appliances in the Demised Premises to be ruined or damaged by freezing, excessive heat or lack of care, maintenance or repair; permit Tenant's agents, employees, customers or invitees to break the law or reasonable rules and regulations adopted by Landlord; or do anything to damage, injure or interfere with Landlord, other tenants or occupants of the Premises or their customers or invitees. If, however, Landlord, in Landlord's sole discretion, determines that Tenant is not providing adequate professional pest control services for the Premises, then Landlord may contract for said inspection and service at Tenant's expense, and Tenant shall promptly pay all just invoice(s) therefor. Landlord may, at Landlord's sole option, require the semiannual, or more frequent if necessary, cleaning of the sanitary system serving the Premises and Tenant shall reimburse Landlord for such costs as additional rent.

9. Surrender Upon Termination. On the last day or any sooner termination of the Demised Term, Tenant shall quit, surrender and deliver up the Demised Premises, including the buildings, the land and all pipes, plumbing, electric wires, heating and air-conditioning systems and all other appurtenances, broom clean, in good condition and repair, normal wear and tear excepted.

Tenant, on or before the end of the Demised Term, shall remove from the Premises all of its property and Tenant shall repair any damages caused by the removal of its movable furniture, equipment or trade fixtures. If the Demised Premises be not surrendered as and when aforesaid, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Demised Premises.

10. No Landlord Liability. The Landlord shall be exempt from any and all liability for any damage or injury to persons or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever, unless said damage or injury be caused by or be due to the negligence of the Landlord.

11. Hazardous Use of Premises. The Tenant will not, nor will the Tenant permit undertenants or other persons to do anything in said Premises, or bring anything into said Premises, or permit anything to be brought into said Premises or to be kept therein, which will in any way increase the rate of fire insurance on said Demised Premises, nor use the Demised Premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase as additional rent. For the avoidance of doubt, Tenant's operation of a restaurant kitchen at the Premises shall not be considered a violation of this provision.

Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees (collectively, the "Tenant Entities") to at any time handle, use, manufacture, store or dispose of in or about the Premises any (the following, collectively, "Hazardous Materials"), flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in or upon the Premises and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like), to the extent customary and necessary for the use of the Premises in compliance with said Environmental Laws; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, appurtenant land or the environment. Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all loss, claims, liability or costs (including reasonable court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section.

Landlord represents to Tenant that:

Landlord has not received any written notice of violation of any Environmental Law or any written notice of any claim pursuant to the provisions of any Environmental Law, or any written notice of any claim for contribution, trespass, nuisance or damage or injury to persons, property or natural resources as a result of a release (as hereinafter defined) or threatened release of hazardous substances or hazardous wastes from the Premises, building or the land:

- To Landlord's actual knowledge, without independent inquiry, there are no aboveground or underground tanks located at the Premises, building or the land used or formerly used for the purposes of storing any hazardous substances or hazardous

wastes, and there are no hazardous substances or hazardous wastes stored on, at, or under the Premises, building or the land:

- Landlord has not produced, treated, disposed of or released any hazardous substances or hazardous wastes, arranged for the disposal or release of any hazardous substances or hazardous wastes or exposed any employee or any other individual to any hazardous substances or hazardous wastes.

- Tenant has been given the opportunity to inspect the Premises and shall rely on its own investigations to assess the condition of the Premises. The Premises are to be delivered in "AS IS" condition pursuant to Section 13.

12. Immoral Use of Premises. The Tenant will not allow any portion of said Premises to be used for immoral or bawdy purposes, and if the Landlord shall receive notice from the Municipal Authorities that said Premises are so used for immoral or bawdy purposes, then the Tenant agrees, upon receipt of notice, of such use of said Premises, to immediately cause all persons using said premises for such immoral or bawdy purposes to be evicted and removed from said Premises and every part thereof.

13. Condition of Premises, Maintenance of Premises. Tenant has examined the Premises and is fully satisfied with the physical condition thereof and the taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that Tenant takes the Premises and accepts the same "AS IS".

(a) Subsequent to the commencement of this Lease, Tenant agrees that it shall and will keep the Premises in good order and repair and in the condition of the Premises as of the date Landlord delivered the Premises to Tenant as further improved by Tenant during the term hereof. Without limiting the foregoing, Tenant further agrees to be responsible for the maintenance and upkeep of the Premises, including but not limited to, all costs of snow removal and landscaping, costs of maintenance of all utility lines and connections to the Premises, costs of repair and replacement of the roof and parking lot and of all driveways and approaches on the Premises. Upon the failure to do so, Landlord may do and perform all repairs and maintenance which may be necessary in and about the Premises and such cost of said repairs and maintenance shall be and constitute additional rent to be paid within three (3) days after Landlord gives Tenant notice thereof. It is the intention of the parties that Tenant's obligation to repair and maintain the Demised Premises shall include the obligation to make replacements to the Demised Premises as needed. Materials and equipment stored in the Premises in connection with the work being performed therein, will be stored so as to minimize interference with Tenant's occupancy of the Demised Premises. Tenant's obligation towards all repairs, maintenance, and upkeep in this Lease shall be in the condition of the Premises as of the date Landlord delivered the Premises to Tenant, as further improved by Tenant.

(b) It is the intention of the parties that this shall be a triple net lease and that Tenant shall be responsible for all maintenance of the Premises and the building located thereon and that Tenant's obligation to repair the Premises shall include the obligation to make replacements to all items, as needed, including, but not limited to the roof, the HVAC System, parking lot, bathroom fixtures, walls, the plumbing and the electrical systems; and all other repairs and replacements, ordinary or extraordinary, foreseen or unforeseen, structural or non-structural, in the condition of the Premises as of the date Landlord delivered the Premises to

Tenant as further improved by Tenant. In all instances where Tenant performs any repairs or replacements to the Premises of any kind or nature whatsoever, including, but not limited to, repairs or replacements to the roof, to the HVAC, to the parking lot, to the plumbing and to the electrical systems, Tenant agrees to furnish to Landlord copies of all paid bills for said work together with photographs of said work when completed. Landlord shall not be required to make any repairs or replacements of any kind or nature whatsoever, including, but not limited to, capital improvements to the Premises or to maintain the Premises in any manner whatsoever during the term of this Lease.

(c) Tenant agrees to have the Premises including, but not limited to the roof, HVAC, the electrical system, and the plumbing system inspected at least one (1) time every five years by qualified contractors and/or inspectors and agrees to furnish Landlord with a copy of each report prepared by each such contractor and/or inspector (the "Inspection Reports"). To the extent that such Inspection Reports indicate that material repairs and/or replacements are required to be performed at the Premises, Tenant agrees to perform such material repairs and/or replacements and to commence such repairs and/or replacements within thirty (30) days of submission of said Inspection Reports to the condition of the Premises as of the date Landlord delivered the Premises to Tenant as further improved by Tenant. To the extent that Tenant fails to obtain such Inspection Reports, Landlord hereby is authorized to obtain such Inspection Reports. Landlord hereby is authorized expressly to enter onto the Premises or to have its contractors or inspectors enter onto the Premises to perform such Inspection Reports. Tenant agrees to make all repairs and replacements to the Premises as may be required by Landlord pursuant to any Inspection Reports prepared by or on behalf of Landlord within thirty (30) days of Tenant's receipt thereof. Such right to perform Inspection Reports, in no event, shall create or impose any obligation on the Landlord to make any repairs and/or replacements, it being understood and agreed that the Tenant, at all times, is and shall be, in exclusive control of and possession of the Premises as herein provided, and the Landlord, in any event, shall not be liable for any injury or damage to the Premises or property of the Tenant, or of any other person contained therein, all such obligation and liability being assumed by Tenant.

(d) Subsequent to the commencement of this Lease, Tenant agrees that it shall and will keep the Premises in good order and repair during the term hereof in the condition of the Premises as of the date Landlord delivered the Premises to Tenant as further improved by Tenant and upon the failure of Tenant so to do, Landlord may do and perform all repairs which may be necessary in and about the Premises and such cost of said repairs shall be and constitute additional rent to be paid within three (3) days after Landlord gives Tenant notice thereof.

14. Defaults. If any one or more of the following events shall occur:

(a) Tenant shall fail to pay any installment of rent or additional rent as and when the same shall become due and payable and such default shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant; or

(b) Tenant shall default in the performance of or compliance with any of the terms, covenants, agreements, conditions or provisions of this Lease on Tenant's part to be performed and such default shall continue for a period of thirty (30) days after written and email notice thereof by Landlord to Tenant, or if the default cannot with due diligence be cured within such notice period, Tenant shall fail to proceed promptly after the giving of such notice and with due diligence to cure such default within an otherwise reasonable period of time and thereafter to

prosecute the curing thereof with due diligence within such notice period and promptly thereafter (it being intended that as to a default not susceptible of being cured with due diligence within such notice period the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured promptly with due diligence);

then, and upon any event described in (a) through (b) of this Section 14, Landlord, by written and email notice to Tenant, may designate a date, not less than five (5) days from the date of serving of such notice, on which this Lease shall terminate automatically and on such date, this Lease and all of Tenant's right, title and interest hereunder shall cease and terminate and it shall be lawful for Landlord to remove all persons and property from the Demised Premises by summary proceedings or any other action or proceeding. The Landlord also, in any of such events, in addition to and not in limitation of any other right or remedy, shall have the right to re-enter the Demised Premises and the same to have again, repossess and enjoy. Tenant shall pay Landlord all of Landlord's costs, expenses and attorneys' fees in and about the enforcement of the covenants and agreements of this Lease. It is agreed that if the Tenant be evicted by summary proceedings or otherwise the Landlord may re-enter the Demised Premises, without being liable to prosecution therefor, and Landlord may re-let said Premises on behalf of the Tenant, applying any monies collected, first to the expenses of resuming or obtaining possession, including, but not limited to, attorneys' fees, then to the payment of the costs and expenses incurred by Landlord in reletting the Premises, and then to the payment of the rent and all other charges due to the Landlord hereunder, and Tenant shall remain liable for any delinquency.

15. Bankruptcy. In the event that Tenant shall become a Debtor under Chapter 7 of the Bankruptcy Code, and the Trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all of the terms and conditions of subsections (b) and (d) hereof are satisfied. If such Trustee shall fail to elect or assume this Lease within sixty (60) days after the filing of the Petition, this Lease shall be deemed to have been rejected. Landlord shall be thereupon immediately entitled to possession of the Premises without further obligation to Tenant or Trustee, and this Lease shall be terminated, but Landlord's right to be compensated for damages in such liquidation proceeding shall survive.

(a) In the event that a Petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is transferred to Chapters 11 or 13, the Trustee or Tenant, as Debtor-In-Possession, must elect to assume this Lease within 60 days from the date of the filing of the Petition under Chapters 11 or 13, or the Trustee or Debtor-In-Possession shall be deemed to have rejected this Lease. No election by the Trustee or Debtor-In-Possession to assume this Lease, whether under Chapters 7, 11 or 13, shall be effective unless each of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable in the context of a bankruptcy proceeding of Tenant, have been satisfied, and Landlord has so acknowledged in writing, which acknowledgment, provided each of the following criteria has been met, shall not be unreasonably withheld:

(1) Landlord has not terminated this Lease pursuant to the provisions established herein prior to the filing of the Petition:

(2) The Trustee or the Debtor-In-Possession has cured, or has provided Landlord adequate assurance (as defined below) that:

(i) Within twenty (20) days from the date of such assumption the Trustee will cure all monetary defaults under this Lease; and

(ii) Within thirty (30) days from the date of such assumption the Trustee will cure all nonmonetary defaults under this Lease.

(3) The Trustee or the Debtor-In-Possession has compensated, or has provided to Landlord adequate assurance (as defined below) that within ten (10) days from the date of assumption Landlord will be compensated for any pecuniary loss incurred by Landlord arising from the default of Tenant, the Trustee, or the Debtor-In-Possession as recited in Landlord's written statement of pecuniary loss sent to the Trustee or Debtor-In-Possession.

(4) The Trustee or the Debtor-In-Possession has provided Landlord with adequate assurance of the future performance of each of Tenant's, Trustee's or Debtor-In-Possession's obligations under this Lease; provided, however, that:

(i) The Trustee or Debtor-In-Possession shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to three (3) months' rent and other monetary charges accruing under this Lease prior to the date of Tenant's Petition under the Bankruptcy Code;

(ii) If not otherwise required by the terms of this Lease, the Trustee or Debtor-In-Possession shall also pay in advance on the date Minimum Rent is payable 1/12th of Tenant's annual obligations under this Lease for Taxes, and similar charges;

(iii) From and after the date of the assumption of this Lease, the Trustee or Debtor-In-Possession shall pay as Minimum Rent an amount equal to the sum of the Minimum Rent otherwise payable hereunder;

(iv) The obligations imposed upon the Trustee or Debtor-In-Possession shall continue with respect to Tenant or any assignee of the Lease after the completion of bankruptcy proceedings.

(5) For purposes of the subsection (b), Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean:

(i) The Trustee or the Debtor-In-Possession has and will continue to have sufficient current assets after the payment of all current obligations and administrative expenses then due to assure Landlord that the Trustee or Debtor-In-Possession will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Premises; and

(ii) The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord to cure the monetary and/or nonmonetary defaults under this Lease within the time periods set forth above.

(b) In the event that this Lease is assumed by a Trustee appointed for Tenant or by Tenant as Debtor-In-Possession under the provisions of subsection (b) hereof and

thereafter Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapters 11 or 13 of the Bankruptcy Code, then, and in either of such events, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder, by giving Tenant written notice of its election to so terminate, by no later than thirty (30) days after the occurrence of either of such events.

(c) If the Trustee or Debtor-In-Possession has assumed the Lease pursuant to the terms and provisions of Subsections (a) and (b) herein, for the purpose of assigning (or elects to assign) Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so assigned only if Landlord shall acknowledge in writing that the intended assignee has provided "adequate assurance of future performance" as defined in this subsection of all of the terms, covenants and conditions of this Lease to be performed by Tenant.

For purposes of this subsection, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions has been satisfied, and Landlord has so acknowledged in writing:

(i) The assignee has submitted a current financial statement audited by a Certified Public Accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such assignee of Tenant's obligations under this Lease;

(ii) The assignee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of creditworthiness;

(iii) The assignee has submitted in writing evidence, satisfactory to Landlord, of substantial experience in the sale of goods and services permitted under this Lease; and

(iv) Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such assignment.

(d) When, pursuant to the Bankruptcy Code, the Trustee or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the Minimum Rent as defined in this Lease and other monetary obligations of Tenant for the payment of Taxes and similar charges.

(e) Neither Tenant's interest in the Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant (hereinafter referred to as the "state law") unless Landlord shall consent to such transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain Landlord's consent of Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

(f) In the event the estate of Tenant created hereby shall be taken in execution or by other process of law, or if Tenant or any guarantor of Tenant's obligations hereunder (hereinafter referred to as "guarantor") shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under state law, or if any proceedings are filed by or against the guarantor under the Bankruptcy Code, or any similar provisions of any future federal bankruptcy law, or if a Receiver or Trustee of the property of Tenant or guarantor shall be appointed under state law by reason of Tenant's or guarantor's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of Tenant's or guarantor's property for the benefit of creditors under state law, then and in such event Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

16. Inspection of Premises. Landlord shall have the right to enter in and upon said Premises at all reasonable hours of the day upon reasonable advanced notice (and at any time and without prior notice during an emergency) during said term to ascertain if said Premises are kept in proper repair and condition, to inspect the same, to show the Premises to prospective purchasers or tenants or for any lawful purpose.

17. No Waiver. The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Abandonment of Fixtures and Property. If after default in payment of rent or violation of any other provision of this Lease, or upon the expiration of this Lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order of execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

19. Remedies. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this Lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the Premises by the Tenant, it is hereby agreed that the Tenant shall remain liable for the rent which accrues subsequent to the re-entry by the Landlord and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, such difference and deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained. The Landlord further reserves the right to rent the Premises for a longer period of time than fixed in the original Lease without releasing the original Tenant from any liability under the original Lease. Under any of the circumstances hereinbefore mentioned in which Landlord shall have the right to hold Tenant liable under this Lease for the payment of any of the rentals, or any balance then remaining, Landlord shall have the election in lieu of holding Tenant so liable, forthwith to recover against Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the then present worth of the excess, if any, of the aggregate of the rentals

payable by Tenant hereunder that would have accrued for the balance of the term of this Lease over the aggregate fair rental value of the land and the building for the balance of such term. Nothing herein contained, however, shall limit or prejudice the right of Landlord, in any bankruptcy or insolvency proceedings, to prove for, and obtain as, liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above. Tenant agrees to pay, in addition to the rentals and other sums agreed to be paid hereunder, such additional sums as the court may adjudge reasonable as attorney's fees in any successful suit or action instituted by Landlord to enforce the provisions of this Lease or the collections of the rentals or other sums due Landlord hereunder. In the event Landlord commences any litigation to recover rent or additional rent as a result of a failure by Tenant to pay such rent or additional rent on a timely basis, then, in such event, if such litigation is settled by Tenant paying to Landlord the rent and/or additional rent which is outstanding and as a result of such payment the litigation is withdrawn, Landlord shall be deemed to be the prevailing party and shall be entitled to collect its attorney's fees.

(a) If Tenant shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to maintain insurance coverage as required herein, to comply with the requirements of any Inspection Report performed by or on behalf of Landlord, to comply with all laws and to pay all utility charges), then, Landlord shall have the right, at its option, to cure such breach or to make any payment or perform any act required of Tenant under any provision of this Lease, all at Tenant's expense, after having given Tenant ten (10) days advance written notice (or without notice in case of emergency or in case any fine, penalty, interest or cost may be imposed or incurred by or upon Landlord) and Tenant shall continue to fail to cure such default. Tenant agrees to reimburse Landlord, as additional rent, for all reasonable costs and expenses incurred as a result thereof, together with interest at the highest rate allowed by law, promptly on demand. Nothing herein shall imply any obligation on the part of Landlord to make any payment or perform any act required of Tenant, and the exercise of the right to so do shall not constitute a release of any obligation of Tenant or a waiver of any default.

(b) In the event any party hereto finds it necessary to employ legal counsel to bring an action at law or other proceedings against any other party to enforce any of the terms, covenants or conditions hereof in the event the party which initiated the litigation is the party prevailing in any such action or other proceedings, said party shall be paid all reasonable attorneys' fees by the other party, and in the event any judgment is secured by such prevailing party which initiated the litigation, all such attorney's fees shall be included in such judgment in such action or proceedings.

20. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of said Premises, and any emergency statutory or other statutory remedy.

21. Re-entry By Landlord. If default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The Tenant hereby expressly waives the service of any

notice in writing of intention to re-enter, as provided for in any law of the State of Massachusetts.

22. Waiver of Right of Redemption. The Tenant waives all rights to redeem under any law of the State of Massachusetts.

23. Failure to Supply Services. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental pre-emption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or due to adverse weather conditions or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. Nothing herein is intended to imply any obligations on the part of Landlord not set forth expressly in this Lease.

24. No Diminution or Abatement. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed as constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements nor decorations to the Demised Premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed. In the event Tenant is unable to, and in fact ceases, to operate its business for the Permitted Use for a period in excess of five (5) consecutive days due to a failure of Landlord to provide a service that Landlord is required to provide Tenant pursuant to this Lease, which failure is within Landlord's reasonable control, the Minimum Rental shall abate until such time that Landlord cures such failure.

25. Subordination. This Lease is and shall be subject and subordinate to the lien of any deed of trust or fee mortgage which is presently or hereafter may be placed at the request of Landlord on the fee title to the Demised Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees to attorn to the holder of any deed of trust or fee mortgage to which this Lease is subordinate or to any party acquiring title to the Demised Premises pursuant to any right or any power contained in any such deed of trust or fee mortgage or bond or other mortgage instrument or as authorized by law. Neither the provisions for subordination nor attornment hereinbefore set forth in this Section 25 shall require

the execution of any further instrument. However, if the holder of any deed of trust or fee mortgage to which this Lease is subordinate and/or any party to whom Tenant agrees to attorn, as aforesaid, reasonably requests a further instrument expressing such subordination and/or attornment, as the case may be, Tenant agrees to execute the same within fifteen (15) days after notice to do so given in accordance with the provisions of this Lease. Tenant further waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right of election to terminate this Lease or to surrender possession of the Demised Premises by reason of the fact that such proceeding is brought by the holder of any such deed of trust or fee mortgage, and agrees that this Lease shall not be affected in any way whatsoever by any such proceedings. Landlord represents to Tenant that there are no mortgages or ground leases affecting or encumbering the Premises.

26. Condemnation. In case the whole of the Premises is taken by right of eminent domain or other authority of law during the term of this Lease, this Lease shall terminate. In case a part of the Premises is taken by right of eminent domain or other authority, this Lease, at the election of Landlord, may be terminated. In case a part of the Premises is taken by right of eminent domain or other authority, which part consists of more than ten (10%) percent of the gross floor area of the building on the Premises being taken by eminent domain or the Premises failing to comply with applicable zoning regulations (which failure is not remedied through a variance or other relief within a reasonable period of time), then, in such event, Tenant shall have the right to terminate this Lease on notice given to the Landlord within thirty (30) days after the date of the taking. If a part of the Premises is taken by the right of eminent domain and Landlord does not elect to terminate this Lease, the rent herein stipulated shall be decreased proportionately according to the value of that part of the building on the Premises taken. If the entire Premises are taken or if a part of the Premises are taken, then all compensation paid for the taking of this Lease and of the Premises shall belong to Landlord.

Tenant shall be entitled to claim a separate award for loss of its fixtures and equipment and for its moving expenses, provided, however, that such award in no manner shall reduce the award payable to Landlord for the land, the buildings and the leasehold.

(a) It is agreed that any building or buildings or improvements that hereafter may be erected upon the Premises, at any time and for any reason, including any Alterations as contemplated by Section 6 above as well as any repairs, restorations or rebuilding of any such buildings and/or improvements subsequent to a partial taking or condemnation of the Premises or subsequent to a casualty which damages or destroys the Premises, are, and shall be, the sole and absolute property of Landlord for all purposes, without payment or offset.

(b) In the event Tenant receives any notice of any taking or condemnation proceeding affecting the Premises, Tenant agrees to notify Landlord as to the same within three (3) days of receipt of any such notice.

(c) For purposes of this Section 26, a deed given by Landlord in lieu of condemnation shall be deemed to be the equivalent of a condemnation. Landlord hereby is empowered to negotiate with any entity possessed of the right of eminent domain and hereby is authorized to reach any agreement with such entity, in lieu of condemnation, as may be acceptable to Landlord. Tenant agrees to ratify any such agreement as may be negotiated by Landlord and agrees to execute any consent as may be requested by such entity possessed of the right of eminent domain.

(d) It is understood and agreed by and between Landlord and Tenant that notwithstanding this Lease, Landlord shall be entitled to negotiate for and to grant public utility easements which may affect a portion of the Premises, and/or grant access to environmental consultants to investigate and/or remediate possible environmental contamination at the Premises, without the need to join the Tenant in the granting thereof, and that any and all consideration paid for the granting of such public utility easements shall be paid to and may be retained by Landlord.

27. Notices. All notices given or required to be sent by the parties hereto shall be deemed to be duly given only if sent by both email and registered or certified mail, return receipt requested, and deposited postage prepaid in a post office box regularly maintained, or if sent by overnight delivery service as provided by an overnight delivery service of national reputation ("Other Carrier") and delivered to such Other Carrier, all charges prepaid, addressed to the parties hereto at their respective addresses as set forth herein, or to such other address as either party may give to the other by notice hereunder, and, if mailed, shall be deemed given upon the mailing thereof or if delivered by Other Carrier, upon the delivery thereof to such Other Carrier.

28. Choice of Law. This agreement shall be governed by and shall be construed in accordance with the laws of the state where the Premises are located without giving effect to conflicts of laws.

29. No Personal Liability of Landlord. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any Landlord with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord or any successor in interest in the Premises or the leasehold estate of Landlord or such successor in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor in interest of any of the terms, covenants and conditions of this Lease to be performed by the Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

30. Brokerage. Tenant represents that it has dealt with no broker other than JMJ Commercial Realty, Inc., acting as broker for Tenant (collectively, the "Brokers") in bringing about this transaction. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for brokerage commissions (including attorneys' fees) made by any party, claiming to act for or on behalf of Tenant concerning this transaction. The Broker shall be compensated by Landlord pursuant to a separate agreement with Landlord.

31. Insurance. Tenant shall keep in force throughout the term of this Lease (i) fire and casualty insurance with insurance against the other risks covered by extended coverage insurance, including coverage against such other insurable hazards as then customarily are insured in the case of other buildings and improvements in the vicinity of and of a character and occupancy similar to the buildings and improvements on the Premises, in well rated, solvent insurance companies approved by Landlord and any mortgagee of Landlord authorized and licensed to issue such policies in the State of Massachusetts covering the building and improvements comprising the Premises and all permanently affixed fixtures, machinery and equipment in or appurtenant thereto or used in connection therewith, including air-conditioning and heating machinery and all equipment in the amount of one hundred (100%) percent of the full replacement value thereof; (ii) if not included in extended coverage under the fire policies

aforesaid, insurance against loss or damage by lightning, hail, explosion, windstorm, tornado, cyclone, riot, disorder or civil commotion, aircraft damage, vehicle damage, smoke damage and vandalism, together with coverage as to any other casualties as may be required by Landlord; and (iii) Public Liability insurance in the amount of One Million (\$1,000,000.00) Dollars in the event of injury or death to any one person and Two Million (\$2,000,000.00) Dollars aggregate and Five Hundred Thousand (\$500,000.00) Dollars for property damage; (iv) Tenant shall, at Tenant's own cost and expense, keep the rental value of any and all buildings and improvements erected and maintained upon the Premises, as well as the appurtenances, insured against loss or damage by fire, lightning, windstorm, hail, explosion, riot, damage from aircraft, smoke damage, war damage (when available), and such other insurable risks, casualties and hazards as Landlord may, from time to time, specify in an amount equal to the sum of the following three amounts: the Minimum Rental then in effect under Section 3 hereof; plus all taxes payable by Tenant under Section 34 hereof for the ensuing twelve month period; plus the cost of obtaining, for a one year period, all insurance required to be maintained by Tenant under this Section 31; (iv) flood insurance if the Premises are located in a flood plain; and (v) such other insurance as any mortgagee holding a mortgage to which this Lease is subordinate may require (when available).

(a) All of said policies shall name Tenant, Landlord, Landlord's agent, if any, and any mortgagee as insured parties thereunder, as their interests may appear, shall provide that they are not cancelable without thirty (30) days' advance written notice to Landlord and any mortgagee, shall contain a standard mortgage endorsement in favor of any mortgagee, if so requested by Landlord, shall provide that losses be adjusted by Landlord and shall provide that the proceeds thereof shall be payable to Landlord. Notwithstanding the provisions of the previous sentence, the proceeds of such insurance may be paid to the mortgagee alone, pursuant to a standard mortgage endorsement.

(b) Tenant shall observe and comply with the requirements of all insurance policies carried under this Lease. Upon failure at any time on the part of Tenant to provide insurance as required herein, Landlord shall be at liberty, from time to time, as often as such failure shall occur, upon ten (10) days' written notice to Tenant, to obtain such insurance and to pay premiums therefor, or to pay any premiums due on any policy obtained by Tenant, and any and all sums to be paid for insurance by Landlord solely from Tenant failure to provide insurance as required herein shall be and become and hereby are declared to be additional rent under this Lease, due and payable on the next rent day, or at Landlord's option, on any succeeding rent day. Payment of any such premium by Landlord shall not be deemed a waiver of the default in payment by Tenant, and Landlord, whether or not Landlord shall have paid such premiums, shall have recourse to all remedies hereinabove or hereinafter provided in the event of default by Tenant in the performance of the terms and conditions of this Lease. At Landlord's election, in the event Landlord obtains any required insurance coverage or in the event Landlord pays any premiums for such insurance coverage due to Tenant's failure to provide insurance as required herein, Tenant agrees that in addition to reimbursing Landlord for any sums so paid by Landlord, that in addition to the monthly rent, Tenant will pay to Landlord an amount equal to One Twelfth (1/12) of all insurance premiums required to be paid to provide the insurance coverage required by this Lease to be provided by Tenant during the ensuing twelve (12) months as estimated by Landlord. Landlord agrees to hold said funds in escrow and to apply said escrow funds to the payment of said insurance premiums. If the total amount of the escrow fund shall exceed the amount actually paid by Landlord, said excess shall be credited to the next installment of insurance premiums. If the escrow fund is not sufficient to pay the items set forth herein, Tenant shall pay to Landlord upon ten (10) days written notice, an amount which, in the opinion of

Landlord is sufficient to pay such insurance premiums when due and payable. In the event of a default by Tenant, Landlord may apply all or any part of the escrow fund to cure any default of Tenant hereunder.

(c) Tenant shall not carry separate insurance, concurrent in coverage and contributing in the event of loss with any insurance to be furnished to Landlord under the provisions of this Section 31 if the effect of such separate insurance would be to reduce the protection of the payment to be made under said insurance carried for Landlord, unless Landlord and any fee mortgagee are included as insureds with loss payable as hereinabove provided. Tenant promptly shall notify Landlord of the issuance of any such separate insurance and shall cause such policies to be delivered to Landlord. Landlord reserves to itself the right to obtain insurance coverage on the Premises separate from any coverage obtained by Tenant, including liability insurance coverage in favor of Landlord only, at Landlord sole expense. Tenant shall carry insurance with respect to its personal property, inventory, trade fixtures and equipment ("Personalty") and Tenant agrees that Landlord shall have no liability of any kind or nature whatsoever with respect to Tenant's Personalty, with Tenant agreeing to look solely to Tenant's insurance policy for such Personalty in the event of any damage to such Personalty.

(d) In the event any insurance policy obtained by Tenant to satisfy this Section 31 expires at a time before the termination of this Lease, Tenant shall be obligated to furnish Landlord with evidence of replacement insurance coverage which fully complies with the provisions of this Section 31 no later than thirty (30) days before the expiration of said insurance coverage.

(e) It expressly is understood and agreed that Landlord shall have no liability or responsibility of any kind or nature whatsoever with respect to Tenant's Personalty. Tenant shall bear the risk of loss with respect to Tenant's Personalty under all circumstances. The obligation to provide insurance coverage for Tenant's Personalty shall be that of Tenant and any such insurance of Tenant's Personalty shall be separate and apart from the insurance coverage required by Section 31(a) above.

(g) Each party hereto hereby waives any claim which arises or may arise in such party's favor against the other party and such party's shareholders, partners, officers, and employees during the term of this Lease for any loss of or damage to any of such party's property located within or upon, or constituting a part of, the building or the Premises, or any loss of or damage to the building or the Premises, which loss or damage is caused by a peril required by this Lease to be covered, and which peril is actually covered as required hereunder. The cost of each such waiver of subrogation, if any, as required hereunder shall be borne by Tenant.

32. Indemnification of Landlord. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, suits, liabilities, losses, damages and causes of action for damages arising during the term of this Lease, and against any orders or decrees or judgments which may be entered therein, as well as the reasonable cost of defending same arising from any violation of any agreement or condition of this Lease or of any contract, agreement, restriction or legal requirement affecting the Demised Premises, or brought for damages or alleged damages resulting from any injury to person and/or property or loss of life sustained in, on or about the Demised Premises and the building and improvements thereon during any term of this Lease or upon the sidewalks, steps, railings and approaches appurtenant

thereto by any person or persons whatever or for any damages or alleged damages resulting from any injury to person and/or property or loss of life arising directly or indirectly, out of the business conducted in the Demised Premises or occurring in, on or about the Demised Premises or any part thereof or on the sidewalks, steps, railings and approaches appurtenant thereto, or arising, directly or indirectly, from any act or omission of Tenant, or any concessionaire or assignee or their respective licensees, servants, agents, employees or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, including the cost and expenses of Landlord in defending any such claim, suit, liability, loss, damage or cause of action for damages, including, but not limited to, reasonable attorneys' fees and including discharge of any judgments arising therefrom.

The indemnification provided in this Section 32 shall not extend to any liabilities which arise as a result of any negligence or intentional misconduct of Landlord or any of Landlord's employees, contractors or agents. Other than in connection with an indemnity claim under this Section, any holdover beyond expiration of the Term, or any violation of Section 11 by Tenant, in no event shall Tenant be liable to Landlord for (i) any special, incidental or consequential damages of any kind (including, without limitation, lost profits); and (ii) any punitive damages arising by virtue of any dealings between the parties.

33. Casualty. In case of damage, by fire or other cause, to the building on the Demised Premises, if the damage is so extensive as to amount practically to the total destruction of the Demised Premises or of the building, or if Landlord shall within a reasonable time decide not to rebuild, this Lease shall cease and come to an end, and the rent shall be apportioned to the time of damage. In all other cases where the Demised Premises are damaged by fire or other cause Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control. Landlord shall be entitled to utilize any insurance proceeds from any casualty insurance policy (other than any casualty insurance policy covering tenant's personal property or trade fixtures) as discussed in Section 31 to pay for the cost of the repair of the Premises. Landlord shall be entitled to utilize any insurance proceeds from any casualty insurance policy as discussed in Section 31 to pay for the cost of the repair of the Premises and Landlord shall be entitled to any and all proceeds from the rental value insurance as discussed in Section 31.

34. Real Estate Taxes and Assessments. Tenant covenants with the Landlord, that in addition to the monthly rent payments, the Tenant will pay an amount equal to One Twelfth (1/12) of all taxes, assessments and charges ("Taxes") on or against the Demised Premises to be payable during the ensuing twelve (12) months as estimated by the Landlord. Landlord represents that it is current and paid up on all taxes materially affecting the Demised Premises and all of the fixtures therein. The Landlord agrees to apply said escrow funds to the payment of the foregoing. If the total amount of the escrow fund shall exceed the amount actually paid by Landlord, said excess shall be credited to the next installment of the Taxes as set forth herein. If the escrow fund is not sufficient to pay the items set forth herein, the Tenant shall pay to the Landlord upon ten (10) days' written notice, an amount which, in the opinion of the Landlord, is sufficient to pay said items when due and payable. It is agreed that the Taxes to be paid by the Tenant shall be prorated at the commencement and termination of the Lease herein. To be included in such Taxes to be paid by the Tenant, shall be any taxes, levies, fees, assessments and

all governmental charges, general or special, ordinary or extraordinary, which are at any time, imposed or levied upon or assessed against the Demised Premises (calculated as set forth above) or any part thereof, any basic rent or additional rent payable hereunder, this leasehold estate hereby created or which arise in respect of the operation, possession, occupancy or use thereof, any gross receipts or similar taxes imposed or levied upon, against or measured by the rent, sales and use taxes which may be levied or assessed against Landlord on account of the leasehold estate, but shall not include any income, estate, inheritance or single business tax. It is understood and agreed by and between Landlord and Tenant, that at all times during the term of this Lease, Landlord or Tenant shall have the right, but not the obligation, to elect at their option upon written notice to the other, to challenge the assessed value of the Premises and/or to challenge the real estate taxes and assessments levied or assessed against the Premises. If Landlord elects to undertake such challenge, Landlord shall be entitled to retain the services of individuals or companies of its selection, including, but not limited to, attorneys and appraisers to support such challenge. It is understood and agreed that Landlord shall be authorized to arrange for payment of such services as a percentage of the reduction in the real estate taxes payable for the Premises. Landlord further shall be authorized to utilize any funds deposited on account of real estate tax escrow payments pursuant to this Section for payment of such services rendered to reduce such assessed value and/or real estate taxes and assessments levied. Tenant's escrow payments hereunder shall not be adjusted until any such challenge is concluded successfully and all such fees for such services are paid out of said escrow account. If Tenant elects to undertake such challenge, Tenant may do so at its own expense, provided that Tenant has paid to date and continues to pay the monthly escrow payments to Landlord as provided in this Section 34. Tenant shall not be entitled to withhold any escrow payment to Landlord, and Tenant's escrow payments to Landlord shall not be adjusted until such challenge is successfully concluded.

35. Mechanics Liens. Nothing contained in this Lease shall be construed to or constitute the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, materialman or vendor for the performance of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition on, of or to the Premises or any part thereof. Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding, occupying or using the premises or any part thereof by, through or under Tenant, and that Landlord does not consent to the filing of any mechanic's or materialman's liens against Landlord's estate in the Premises, nor to the retention of title by any vendor under a conditional bill of sale or other security instrument, and that all persons furnishing labor, services or materials in or to the Premises or any part thereof shall look solely to the credit of Tenant or the occupants of the Premises and such security as Tenant or such occupants may furnish for the payment thereof. If, notwithstanding the foregoing, any mechanic's or materialman's liens or claim of lien or any other lien, claim, judgment or other encumbrance at any time shall be filed against the premises or any part thereof or against Landlord's or Tenant's respective interests therein as a result of any labor performed or materials or services furnished or claimed to have been performed or furnished to or on behalf of Tenant or any occupants of the premises or their contractors or for any other reason whatsoever, Tenant, at its sole cost and expense, shall cause the same to be vacated and discharged of record within fifteen days after receipt of notice of the filing thereof, by bond or otherwise at Tenant's sole cost and expense.

36. Assignment, Subletting and Transfer By Tenant. Tenant shall not mortgage, assign or otherwise encumber, transfer or dispose of this Lease in any manner whatsoever or

under any circumstances. Any conditional assignment provision required from Tenant's Financial Institution towards the Letter of Credit obligations shall be excluded.

(a) Notwithstanding the provisions of Section 36 above, Tenant shall be entitled to sublease all but not a part of the Demised Premises, provided, however, that all and every one of the following conditions must be complied with in the event of any proposed subleasing:

(i) If Tenant desires at any time to enter into a sublease, it first shall give written notice to Landlord of its intention to do so (the "Notice of Sublease"), which notice shall contain (a) the name of the proposed subtenant, (b) the nature of the proposed subtenant's business to be carried on in the Premises, (c) the terms and provisions of the proposed sublease and (d) the most recent financial statement or other equivalent financial information concerning the proposed subtenant. In addition, Tenant shall provide to Landlord such other information as Landlord may request concerning the proposed subtenant.

(ii) Upon receipt of the Notice of Sublease from Tenant, Landlord, within thirty (30) days, shall have the right and option to elect by written notice to Tenant to (a) terminate this Lease but only as to the portion of the Premises that the Tenant desires to sublease, (b) consent to the sublease, or (c) deny its consent to the sublease on a commercially reasonable basis. Landlord may elect either of the options in clauses (ii)(a) or (b) in its absolute and sole discretion.

(iii) In the event Landlord elects to terminate the Lease as described in clause (ii)(a) above, such termination shall be for the full balance of the term of this Lease, whether or not the proposed sublease is for a lesser period of time. Landlord shall be entitled to negotiate with the proposed subtenant at its sole discretion and shall have no liability to Tenant in any fashion in the event it executes or chooses not to execute a new lease with the proposed subtenant. In the event Landlord terminates this Lease with regard to the portion of the Premises that Tenant desires to sublet, the effective date of termination shall be the date specified in Landlord's notice to Tenant, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date on which Landlord gives such notice to Tenant, and on or before such date Tenant shall vacate and surrender the Premises.

(iv) If Landlord elects, pursuant to clause (ii)(b) to consent to the sublease, the Tenant may thereafter, within ninety (90) days, enter into such sublease, but only with the same proposed subtenant and only upon the same terms and conditions as were set forth in the Notice of Sublease. Any sublease shall be subject to and in full compliance with all of the terms and provisions of this Lease, and Landlord's consent to any sublease shall not be construed as a consent to any terms thereof which are inconsistent or in conflict with any of the provisions of this Lease. No consent by Landlord to any sublease shall relieve Tenant of any obligations to be performed by Tenant under this Lease, whether arising before or after the sublease, including, without limitation, the obligation to obtain Landlord's express written consent to any other sublease. Any sublease that is not in compliance with this Section 36(a) shall be void and, at the option of Landlord, shall constitute a material default by Tenant under this Lease. The acceptance of any rent by Landlord from a proposed subtenant shall not constitute consent to such sublease by Landlord or a recognition of any subtenant, or a waiver by Landlord of any failure of Tenant to comply with this Section 36(a).

Notwithstanding the forgoing, it is expressly understood and agreed that under no circumstances shall the Demised Premises be used for any one or combination of the following (i) the operation of an adult or pornographic book shop or theater; (ii) the operation of a massage parlor; (iii) the operation of a warehouse; (iv) the operation of an arcade or game room; (v) the operation of a funeral parlor; (vi) the operation of a bowling alley, discotheque, roller disco or roller or ice skating rink; (vii) the operation of a second hand store, government surplus store, army/navy store or thrift shop; or (viii) the operation of a barber college or any other operation catering primarily to students or trainees.

(v) In the event Landlord denies its consent to the sublease on a commercially reasonable basis, this Lease shall continue according to its terms and Tenant shall remain obligated as set forth herein.

(b) Landlord and Tenant each acknowledge to the other that they have freely negotiated the conditions and stipulations as set forth in this Section 36 inclusive.

(c) Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the absolute right, without the consent of Landlord, to assign or sublet this Lease to an affiliate or wholly owned subsidiary of Tenant or of Tenant's parent company; or to assign to sublet this Lease as part of an "Initial Public Offering" by Tenant; to assign or sublet this Lease to any entity into which Tenant merges or to that surviving entity as the result of an acquisition or reorganization of Tenant; or to transfer this Lease as a part of a transfer of all or substantially all of Tenant's stores operating under the same trade name. Tenant shall have the absolute right, without the consent of Landlord, to sell or transfer any non-controlling interest in Tenant provided there is no material change in the management of Tenant. Additionally, any shareholder of Tenant shall have the right to transfer shares owned by such shareholder, through death or otherwise, to any family member of such shareholder, to any employees of Tenant or to the public at large. Provided such complies with Tenant's guidelines, as consistently applied, Tenant shall have the right to assign or sublet this Lease to any franchisee of Tenant provided, however, such franchisee shall, in all events, fully comply with Tenant's franchise requirements then in place.

Such assignment or subleasing shall not, in any way, be deemed to be an offer by Tenant to assign or sublet the Premises to Landlord. Additionally, no such assignment or sublease, as herein provided, shall cause Tenant to pay any assignment or administrative charge to Landlord. Furthermore no such assignment or sublease, as herein provided, shall release Tenant from any liability under this Lease and Tenant shall continue to remain liable as a principal not as a guarantor. Furthermore, no such assignment shall be valid or effective unless and until any such assignee assumes all of the obligations and liabilities of Tenant hereunder arising both before and after the date of the assignment.

37. Landlord's Right To Assign. Landlord shall have the right to assign or sell its interest in this Lease and in the building containing the Demised Premises.

38. No Ability to Charge Reversion. The Tenant shall not have the power to do any act or make any contract which may create or be the foundation of any lien upon the present estate, reversion or any other estate of the Landlord in the premises herein demised or the buildings or improvements thereon.

39. Remedies Not Exclusive. The enumeration anywhere in this Lease of certain rights and/or remedies of Landlord shall not be construed to be in exclusion or substitution of any others conferred under this Lease or applicable law. All the rights and remedies herein given to the Landlord for the recovery of the Demised Premises because of the default by the Tenant in the payment of any sums which may be payable pursuant to the terms of this Lease, or upon the breach of any of the terms hereof, or the right to re-enter and take possession of the Demised Premises upon the happening of any of the defaults or breaches of any of the said covenants, or the right to maintain any action for rent or damages, hereby are reserved and conferred upon the Landlord as distinct, separate and cumulative remedies, and no one of them, whether exercised by the Landlord or not, shall be deemed to be in exclusion of any of the others, but all rights, remedies and powers provided for in this Lease may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the jurisdiction and all provisions of this Lease are and are intended to be subject to all applicable mandatory provisions of law that may be controlling in the jurisdiction and be limited to the extent necessary so that they will not render this Lease invalid or unenforceable, in whole or in part, under the provisions of applicable law and any provision of this Lease prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Lease. In the event Tenant defaults under this Lease, the Landlord will use commercially reasonable efforts to mitigate its damages.

40. Quiet Enjoyment. Landlord covenants that upon Tenant paying the rentals and duly performing and observing all of Tenant's other Lease obligations, covenants and agreements, Tenant peaceably and quietly may have, hold and enjoy the Demised Premises for the Demised Term, subject and subordinate as provided in this Lease. Landlord shall have no liability whatsoever to Tenant for any breach of this covenant occasioned by the acts or omissions of any transferee, successor or assignee of Landlord.

41. Holding-Over. If Tenant shall hold over after the expiration of the demised term, the holding over shall be deemed a tenancy from month to month upon the provisions of this Lease with rental payable at one hundred fifty percent (150%) of the rate applicable immediately prior to such expiration, and terminable upon one month's notice in writing.

42. Lease Not An Offer. This Lease is not an offer and Tenant hereby recognizes and agrees that this Lease shall have no force or validity until it is duly executed by the Tenant and Landlord and returned to Tenant.

43. Estoppel Certificates. Tenant, without charge, at any time and from time to time hereafter, within twenty (20) days after written request of Landlord, shall certify by written instrument duly executed and acknowledged to any person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease in accordance with its terms as then constituted; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses hereto; (e) as to the commencement and expiration dates of the term of this Lease; (f) as to the dates which all rent and additional rent payable hereunder have been paid; (g) that the Tenant is occupying the Premises; and (h) as to any other matters as reasonably may be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered and the contents of such certificate shall be binding on Tenant.

44. Intentionally Omitted.

45. Encroachments, Restrictions. If any of the leased improvements constructed by or for Tenant shall, at any time, encroach upon any property, street or right of way adjoining or adjacent to the Premises, or shall violate the agreements or conditions contained in any restrictive covenant or other agreement affecting the Premises, or any part thereof, or shall hinder or obstruct any easement or right of way to which the Premises is subject or shall impair the rights of others under such easement or right of way, then promptly upon the request of Landlord or at the behest of any person affected by any such encroachment, violation, hindrance, obstruction or impairment, Tenant shall, at its expense, subject to its right to contest the existence of any encroachment and in such case in the event of an adverse final determination, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, valuation, hindrance, obstruction or impairment whether the same shall affect Landlord or Tenant or (ii) make such changes in the Lease improvements and take such other actions as shall be necessary to remove such encroachments, hindrance or obstruction and to end such violation or impairment, including, if necessary, the alteration or removal of any of the Lease improvements. Any such alteration or removal shall be made in conformity with the requirements of Section 7 hereof.

46. Covenants Binding Upon Successors. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, executors, administrators and assigns.

47. Headings. The headings or captions of the Sections hereof are inserted only as a matter of convenience and reference and are not to be deemed or construed in any way as part of this Lease, nor as supplemental hereto or amendatory thereof and in no way define, limit or otherwise describe the scope of this Lease nor the intent of any term hereof and shall not affect the construction of this Lease.

48. Severability. If any term, covenant, condition or provision of this Lease or the application thereof, to any person or circumstance, at any time or to any extent, shall be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

49. Entire Agreement. This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of either Landlord or Tenant hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict or modify any of the terms hereof. No modification of this Lease or any of the terms hereof shall be valid or be binding unless such modification shall be in writing and signed by duly authorized officers of both of the parties hereto.

50. Security Deposit Application. Upon the occurrence of an event of default by Tenant beyond applicable notice and cure periods, Landlord may draw upon, use, apply or retain the whole or any part of Security Deposit to the extent required for the payment of any Rent or for any sum which Landlord may expend or may be required to expend by reason of Tenant's

default in respect of any of the terms of this Lease resulting in such event of default, including any damages or deficiency in the re-letting of the Premises, whether accruing before or after summary proceedings or other re-entry by Landlord. In the case of every such draw down, use, application or retention, Tenant shall, on demand, increase the available balance of the Security Deposit by the amount so drawn, used, applied or retained to its former amount, and Tenant's failure to do so within five (5) days of such demand shall be a default of this Lease. The application of the Security Deposit hereunder shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the monthly Rent due for the last month of the Term of this Lease.

In the event of a transfer and assignment of Landlord's interest in this Lease and the Premises, and the assumption of Landlord's obligations under this Lease first accruing after the date of such transfer and assignment by the assignee, Landlord shall have the right to transfer the Security Deposit deposited hereunder to the assignee, and provided that Tenant shall be notified of the name and address of the assignee and the location of its security deposit, shall thereupon be released by Tenant from all liability for the return of such Security Deposit. It is agreed that the provisions hereof shall apply to every transfer or assignment made of said Security Deposit to a new Landlord. Tenant shall execute such documents as may be necessary to accomplish such transfer or assignment of the Security Deposit.

Tenant covenants that it will not assign or encumber, or attempt to assign or encumber, the Security Deposit deposited as security hereunder or any proceeds thereof, and that neither Landlord nor its successor or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

51. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one (1) complete original counterpart.

52. Signage. Provided that any and all signage erected, utilized and/or maintained by the Tenant at the Premises shall at all times comply with all applicable laws and matters of record, Tenant shall be entitled to erect, utilize and maintain such signage that Tenant shall require, all at Tenant's sole cost and expense, but in any event subject to Landlord's prior written approval. It expressly is understood and agreed that Landlord has made no representation or warranty with respect to any size or type of sign which Tenant may be able to construct and/or install, and that this Lease in no manner is conditioned upon Tenant's ability to construct and/or install any particular sign, or in Tenant's ability to make any changes in the existing signage, if any. Tenant will maintain its signage at Tenant's sole cost.

53. Force Majeure. In the event Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required under this Lease, by reason of governmental restrictions, pandemic, scarcity of labor or materials, strikes, fire or any other reason beyond its reasonable control, the performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for the period necessary to complete performance. If Landlord or Tenant is delayed as hereinabove provided during the Term of this Lease, the party so delayed shall not be liable to the other for any losses or damages resulting therefrom. The provisions contained in this Section 53 shall not be applicable to or excuse the obligation of Tenant to pay Minimum Rental or additional rent or any other charges hereunder.

54. Sale of Alcoholic Beverages

(a) Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic beverages in and from the Premises, including, without limitation, any such claim arising from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring during the Term of this Lease, whether such claim arises or accident, injury or damages occurs within the Premises, except to the extent caused by the negligence or any act or omission of Landlord, the managing agent, its employees, agents or licensees. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities (including, without limitation, reasonable legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this lease. It is understood that without this indemnification of the Landlord by the Tenant, the Landlord would not enter into this lease and would not permit the sale of alcoholic beverages in or from the Premises, and the Tenant covenants that the Tenant's liability insurance referred to in this lease shall cover, indemnify and hold harmless the Landlord from all such matters and items mentioned in this indemnity.

(b) Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by the Tenant, including the provisions of Article VII hereof, for such period of time as the Tenant shall sell liquor or other alcoholic beverages, the Tenant agrees to maintain with a responsible and qualified insurance company, and with minimum combined limits of at least the minimum limits of insurance specified in Section 7.1 above plus minimum limits of coverage of at least \$2,000,000 under an umbrella policy covering excess "liquor law" liability, the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure the Tenant and the Landlord (disclosed or undisclosed), and all those claiming by, through or under the Landlord, adequately in the Landlord's good-faith judgment, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times the Landlord will be protected against any claims that may arise by reason of or in connection with the sale of liquor and alcoholic beverages in and from the Premises. Certificates of such insurance shall at all times be deposited with the Landlord showing current insurance in force and all such policies shall name the Landlord as an additional insured (the endorsement may include a provision that excludes coverage for the negligence or willful misconduct of an additional insured) and shall provide that such policies shall not be cancelled without notice being delivered in accordance with the policy provisions, and such certificate shall evidence the same

(c) If at any time during the Term of this Lease, the liquor license pertaining to the Premises (the "Liquor License") is suspended, denied or revoked for any reason, including non-compliance with any governmental conditions, requirements, rules, regulations, ordinances or laws, the same shall constitute a material default in the Tenant's obligations hereunder, and the Tenant shall promptly commence the applicable appeal proceedings and proceed with all due diligence to reinstate the Liquor License. As long as the Tenant has so commenced the applicable appeal proceedings, if any, and is proceeding therewith as aforesaid, such suspension,

denial or revocation shall not ripen into an event of default, and the Landlord shall not have the right to terminate this lease on account thereof, unless and until the suspension, denial or revocation has continued without the Liquor License being reinstated for ninety (90) days or more but, in the event of such suspension, denial or revocation, if the Tenant fails promptly to commence the applicable appeal proceedings and to continue thereafter to proceed as aforesaid, then the same shall so ripen into an event of default at the Landlord's election and upon notice thereof given to the Tenant at any time while such suspension, denial or revocation continues. At the time that the Tenant makes any filing with or receives a notice or any other written communication regarding a hearing in connection with any such suspension, denial, or revocation from any governmental licensing board, agency, commission or like authority with respect to the Liquor License, the Tenant shall endeavor to deliver a copy of such filing, notice or other written communication to the Landlord, the failure of which shall not be a default hereunder.

(d) The Tenant covenants and agrees to maintain order and decorum in all portions of the Premises, and if auxiliary personnel shall reasonably be required to maintain such order and decorum the same shall be provided by and at the expense of the Tenant (with the Tenant first having received the Landlord's written approval of the identity and number of such personnel as well as the times when the same are to be used and the locations at which such personnel are to be stationed) whenever requested by the Landlord.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties to this Lease have hereunto set their hands and seals and caused these presents to be signed by their proper corporate officers to be effective as of the Effective Date.

LANDLORD:

Lexington Enterprises, Inc., a Massachusetts corporation

By: Ada H. Wong
Ada H. Wong, President & Treasurer

TENANT:

AAW
POST 1275
Pare Restaurant Group LLC, a Massachusetts limited liability company

By: Jason Carron
Jason Carron, Manager

EXHIBIT A

LEGAL DESCRIPTION

A certain parcel of land on Waltham Street, Lexington, Middlesex County, Massachusetts, being the Westerly portion of the premises now known as and numbered 11-27 Waltham Street, and being the lot of land shown on a plan entitled, "Plan of Land in Lexington, Massachusetts," dated November 25, 1959, by Albert A. Miller and Wilbur C. Nylandor, Civil Engineers & Surveyors, Lexington, Massachusetts, recorded with Middlesex South District Registry of Deeds, Book 9579, Pogo 355, said lot being bounded and described as follows:

SOUTHEASTERLY by Waltham Street, forty and 00/10, (40.00) feet;

SOUTHWESTERLY by land formerly of Town of Lexington Parking Area, as shown on said plan, one hundred twenty-five and 03/100 (125.03) feet

NORTHWESTERLY by Town of Lexington Parking Lot, as shown on said plan, forty and 00/100 (40.00) foot; and

NORTHEASTERLY by land now or formerly of Anstiss S. Hunt, et al, as shown on said plan one hundred twenty-three and 90/100 (123.90) foot.

Containing, according to said plan, 4,970 square feet of land, more or less.

GUARANTY OF LEASE

AAW
This Guaranty of Lease ("Guaranty") is made as of the _____ day of December, 2024 by Jason Carron, having an address of 113 High Street, Reading, MA 01867 (the "Guarantor") with respect to a Lease (hereinafter defined) between **Lexington Enterprises, Inc.** as landlord, and **Parc Restaurant Group LLC**, as tenant.
Post 1715

WITNESSETH

AAW
WHEREAS, **Lexington Enterprises, Inc.** is landlord ("Landlord") and **Parc Restaurant Group LLC** is tenant ("Tenant"), under that certain Lease Agreement of even date (the "Lease"), covering certain premises located at 27 Waltham Street, Lexington, Massachusetts, all as in the Lease more particularly described; and
Post 1715 *AAW*

WHEREAS, Guarantor is a principal of Tenant and thus will directly or indirectly benefit from the Lease; and

WHEREAS, Landlord would not enter into the Assignment but for the promises of the Guarantor hereunder.

NOW, THEREFORE, to induce Landlord to enter into the Lease and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned Guarantor hereby absolutely and unconditionally, represents, warrants and covenants as follows:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Assignment.

1. The Guarantor hereby guaranties to Landlord, its successors and assigns, the full, prompt and unconditional payment and performance by the Tenant, and by its successors and assigns of all of the terms, obligations, covenants and agreements under the Lease, and each of them, on the part of Tenant, its successors and assigns to be observed or performed, and, without limiting the foregoing, the full and punctual payment by Tenant and its successors and assigns of all rentals, additional rentals and other sums of money, as and when they become due and payable by Tenant, its successors and assigns as provided in the Lease, during the full term of the Lease.

55. This Agreement of Guaranty is a permanent obligation of the Guarantor and shall be a continuing, inexhaustible Agreement of Guaranty. In the event any monies due from Tenant under the terms of the Lease shall not be paid in accordance with the terms of the Lease, the Guarantor shall immediately pay same, this Agreement of Guaranty being a guaranty of full payment and not of collectability.

56. Guarantor represents and warrants that (i) the assumption by it of its obligations hereunder will result in material benefits to it, and (ii) this Agreement of Guaranty when executed and delivered by it will constitute a legal, valid and binding obligation on its part, enforceable against it in accordance with its terms, subject, as to enforcement of remedies only,

to any applicable bankruptcy, insolvency, reorganization, moratorium, similar laws of general application at the time in effect and general principles of equity.

57. Guarantor waives notice of acceptance of this Agreement of Guaranty, and waives notice of default, nonpayment, partial payment, presentment, demand, protest, notice of protest or dishonor and all other notices to which Guarantor might otherwise be entitled, or which might be required by law and required to be given by the Landlord.

58. Guarantor's liability hereunder shall be in no way affected, diminished or released by (i) any amendment, change or modification of the provisions of the Lease, or any other instrument made to or with the Landlord by the Tenant, (ii) any extensions of time for performance required thereby, (iii) the release of the Tenant from performance or observation of any of the agreements, covenants, terms or conditions contained in any of said instruments by the Landlord or by operation of law, whether made with or without notice to Guarantor, (iv) acceptance by the Landlord of security or any increase, substitution or changes therein, or (v) the release by the Landlord of any security or any withdrawal thereof or decrease therein.

59. Without incurring responsibility to Guarantor, and without impairing or releasing the obligations of Guarantor hereunder, the Landlord may at any time and from time to time without the consent of, or notice to Guarantor, upon any terms or conditions and in whole or in part:

(a) change the manner, place or terms of payment and/or change or extend the time of payment or renew or alter, any liability of the Tenant or any security therefor, and the guaranty herein made shall apply to the liabilities of the Tenant as so changed, extended, renewed or altered;

(b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or in which a security interest is given to secure, or howsoever securing, the liabilities of the Tenant;

(c) exercise or refrain from exercising any rights against the Tenant or others (including Guarantor) or against the security, or otherwise act or refrain from acting;

(d) settle or compromise any liability of the Tenant, dispose of any security therefor, with or without consideration, or any liability incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability of the Tenant (whether due or not) to creditors of the Tenant other than the Landlord and Guarantor; and

(e) apply any sums by whomsoever paid or howsoever realized to any liability of the Tenant.

60. No invalidity, irregularity or unenforceability of all or any part of any liability of the Tenant or the impairment or loss of any security therefor, whether caused by any actions or inactions of the Landlord, or otherwise, shall affect, impair or be a defense to this Agreement of Guaranty.

61. Any and all rights and claims of Guarantor against the Tenant or against any of the Tenant's property, arising by reason of any payment by Guarantor to the Landlord pursuant

to the provisions of this Agreement of Guaranty shall be subordinate and subject in right of payment to the prior payment in full of all liabilities of the Tenant.

62. Settlement of any claim by the Landlord against the Tenant, whether in any proceeding or not, and whether voluntary or involuntary, shall not reduce the amount due under the terms of this Agreement of Guaranty.

63. No delay on the part of the Landlord in exercising any of its rights, powers or privileges or partial or single exercise thereof under the Lease, this Agreement of Guaranty or any other document made to or with the Landlord by the Tenant shall operate as a waiver of any of its rights hereunder, and no modification or amendment of this Agreement of Guaranty shall be deemed to be made by the Landlord unless the same shall be in writing, duly signed on behalf of the Landlord, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of the Landlord or the obligations of Guarantor to the Landlord in any other respect at any other time.

64. All rights, powers and remedies afforded to the Landlord by reason of this Agreement of Guaranty are separate and cumulative remedies and no one of such remedies whether or not exercised by the Landlord shall be deemed to exclude any of the other remedies available to the Landlord nor prejudice availability of any other legal or equitable remedy which the Landlord may have with respect to the Lease.

65. This Agreement of Guaranty shall be governed by and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts.

66. In case of any proceedings to collect any liabilities of Guarantor to the Landlord, Guarantor shall pay the costs and expenses of every kind for collection, including reasonable attorneys' fees, and after deducting such costs and expenses from the proceeds of sale or collection, the Landlord may apply any residue to the liabilities of Guarantor who shall continue liable for any deficiency.

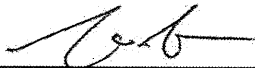
67. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as to the text of the within instrument may require.

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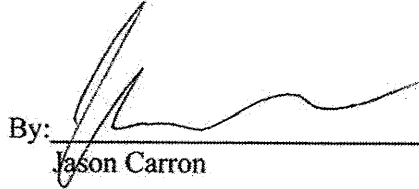
IN WITNESS WHEREOF, Guarantor has signed and sealed this Agreement of Guaranty the day and year first above written.

ATTEST:

GUARANTOR:



Name: SUJATA SENADIT
Address: 935 GREAT PLAIN AVE #261
NEEDHAM, MA 02492



By: _____
Jason Carron

POST

— STEAKHOUSE —

1917

Alcohol Policies and Procedures

These policies are in place to ensure the safety of our guests, employees, and community. By reading and signing each page, you're communicating that you understand the weight of your actions and authority behind the bar. This coincides with understanding the potential consequences of your actions. Failure to comply with this policy is grounds for termination of employment at Premiere.

All staff members must be TIPS Certified.

All employees must abide by the following policies:

1. Alcohol Awareness

In order to be served an alcoholic beverage, any guest who appears under the age of 35 is required to present documentation which prove they are 21 years of age or older. Additionally, any guest, regardless of their age that does not have their ID on hand cannot be served. When checking an ID, make sure to match the photo with the purchaser, check the date of birth and the expiration date of the ID; an expired ID is not valid.

Acceptable forms of ID include:

- A valid Massachusetts driver's license
- A valid Massachusetts liquor ID (not an identification card)
- A valid passport
- An active military picture ID
- A green card with a photo.
- You may accept an out-of-state driver's license. However, the law does not protect us if we do. In this case, please ask for a second form of ID and have a manager look at it to ensure it's legitimacy. (Check carefully for scratches, cuts on the covering, and extra film over the original. If in doubt, do not accept the ID. You may call a manager on duty or politely refuse to sell alcohol to the guest).

Please do not serve anyone who:

- Is under the age of 21, or cannot prove they are of age
- Is showing signs of being overly intoxicated
- Has entered the premises already intoxicated or under the influence of drugs
- Is making you uncomfortable or feel unsafe; you are allowed to deny service at any time

2. Guest Procedures

It is our responsibility to notify a manager immediately when a guest shows visible signs of intoxication. At that point, it is our responsibility to:

- Offer them an alternative beverage, ideally water. Be polite, but be firm in denying them another alcoholic drink.
- Make sure they are not driving and have an alternative method of transportation (you may arrange this ride when necessary).
- If the guest leaves in their car despite our efforts, their license plate number must be documented and notified to the police.
- Never accuse a guest of being too drunk.
 - ◆ You do not want a confrontation with this person, as intoxication can cause aggression and crude behavior.
 - ◆ Avoid embarrassing guests whom cannot be served either due to their ID or the fact that they may be intoxicated.

Staff members will be asked to fill out an incident report whenever required.

Situations requiring an incident report are as follows:

- If you are given a fraudulent ID
- If a guest becomes unreasonable after not being served.
- When a guest causes injury, or potential injury to themselves or others.

3. Alcoholic Beverage Service Policy

- Only employees 18 years of age or older can serve, restock, or in any way have in their possession any of the alcoholic beverages on the premises, including but not limited to, empty beer glasses.
- No employee may drink any alcoholic beverages during a shift.
- If a guest is purchasing more than one drink, please ask where the other drinks are going. All guests drinking have to be accounted for and ID'd
- Guests may not take any alcoholic beverages off the premises, or alternatively, bring in their own beverages.
- Do not serve anyone under the age of 21 non-alcoholic beers.
- Do not give free or discounted drinks to guests.
- Do not serve more than two drinks to a guest at one time, or a single drink with more than 3oz of alcohol.

4. What to Look for & How to Respond:

Stage 1 – The guest will lose their inhibitions and self-control. They begin to loosen up. Keep an eye on them and the pace of their consumption.

Stage 2 – The behavior of the guest is becoming irrational. They may begin to use vulgar language, increase their volume, or become less aware of those around them. Begin to slow down the drinking of this person or they will become a problem.

Stage 3 – Borderline intoxication. The memory of this guest is becoming affected. Decisions and automatic responses are starting to slow. Speech becomes more careful or slurred. Movements and mannerisms of the guest are slowing down. Offer them food and water and stop serving alcohol to this guest.

Stage 4 – Intoxication. Speech is slurred. Loss of balance and sloppiness is evident. Inform a manager and make sure they have a safe form of transportation. Arrange this if necessary and call the police if they are a threat to themselves or others.

5. Bar Policies and Procedures

Your Role as a Bartender:

- Provide our guests with a fun and memorable experience while maintaining all of Premiere's standards.

- Arrive to work on time in the proper uniform and ready to work. Try your best to leave personal stressors at the door.

- Always practice teamwork. Hold each other accountable and act with respect towards each other and our guests.

- Stay on top of menu changes, specials, 86'd items, etc. If your in-time is after pre-meal, make sure to inquire about what was covered.

- Maintain cleanliness of the bar/restaurant.

- Mise en place; make sure guests have everything they may need if they are dining with us (fork, knife, spoon, steak knife, share plates, napkins, salt & pepper, hot sauce, etc.).

- Pre-bus as much as possible and make sure to re-set the guest if they have another course coming.

- Know your products so you can personalize, and be proud of, the service you give. Knowledge of food and beverages will only improve our guests' experience.

- If the guest is unsure or does not immediately express a drink preference, now is your chance to up-sell by offering a glass of wine or a specialty cocktail. Help them make a decision.

- Make sure you're aware of the specs on all standard and specialty cocktails. Consistency is key. Please ask a manager for the "Premiere Cocktail Standards" sheet and the current specialty cocktail table talks if you did not receive one or misplaced yours.

- Maintain a professional attitude. Watch your body language and tone of voice. Take ownership if you make a mistake and always communicate with your team.

- Practice spacial awareness and always ask co-workers if they need a hand.



I have read this policy statement and understand what is required of me in regard to responsible beverage alcohol service and agree to follow all of these policies.

Name: _____

Signature: _____

Date: _____

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Hearing - Verizon Grant of Location Petition - Push-Brace on the Pole located on corner of Fletcher Ave and Hayes Lane

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

I.2

SUMMARY:

Category: Decision-Making

Hearing for the request from VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY requesting permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said Companies may, as requested in petition of said Companies dated the 24th day of January, 2025 under the following public way or ways of Lexington:

- Fletcher Avenue:

Install one (1) Push-Brace attached to existing pole, P.13, on the southerly side of Fletcher Avenue to support the pole line and accommodate new construction at 33 Hayes Lane.

The Engineering Department reviewed the request and has no objections to work being done in the right of way.

Abutters notices were mailed as required.

Stacey Manseau, Pike Corporation will be at the meeting to answer any questions the Board may have for this Grant of Location Petition.

SUGGESTED MOTION:

Move to (approve / not approve) a Grant of Location to VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY for permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said Companies may deem necessary, as requested in petition of said Companies dated the 24th day of January, 2025 in the following public way or ways of Lexington: Fletcher Avenue: Install one (1) Push-Brace attached to existing pole, P.13, on the southerly side of Fletcher

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

6:55pm

ATTACHMENTS:

Description	Type
☐ Grant of Location Petition	Backup Material

Gabriel Albisu
Right of Way Manager



125 Lundquist Drive
Braintree, MA 02184

Mobile 781-805-5090
Gabriel.Albisu@one.verizon.com

January 24, 2025

Lexington Select Board
Town Office Building, 2nd Floor
1625 Massachusetts Avenue
Lexington, MA 02420

**RE: Petition for Verizon job # 1A7X3DT
Fletcher Avenue, Lexington, MA**

Dear Honorable Select Board:

Enclosed find the following items in support of the above-referenced project:

1. Petition;
2. Petition Plan;
3. Order;
4. Abutters.

A Public Hearing and notice to abutters are required. A Verizon representative will attend the Public Hearing. Should any questions or comments arise concerning this matter prior to the hearing, please contact me at 781-805-5090. Your assistance is greatly appreciated.

Sincerely,

Gabriel Albisu
Right of Way Manager

Enc

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

January 24, 2025

To the Select Board

In **LEXINGTON**, Massachusetts

VERIZON NEW ENGLAND INC. and **NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY** request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Fletcher Avenue:

Install one (1) Push-Brace attached to existing pole, P.13, on the southerly side of Fletcher Avenue.

This petition is necessary to support the pole line and accommodate new construction at 33 Hayes Lane.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. **1A7X3DT** Dated **January 24, 2025.**

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.


Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By  _____
Gabriel Albisu - Manager - Rights of Way

Dated this 24th day of January, 2025

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By  _____
Right of Way Representative Richard M Schifone NSTAR d/b/a Eversource

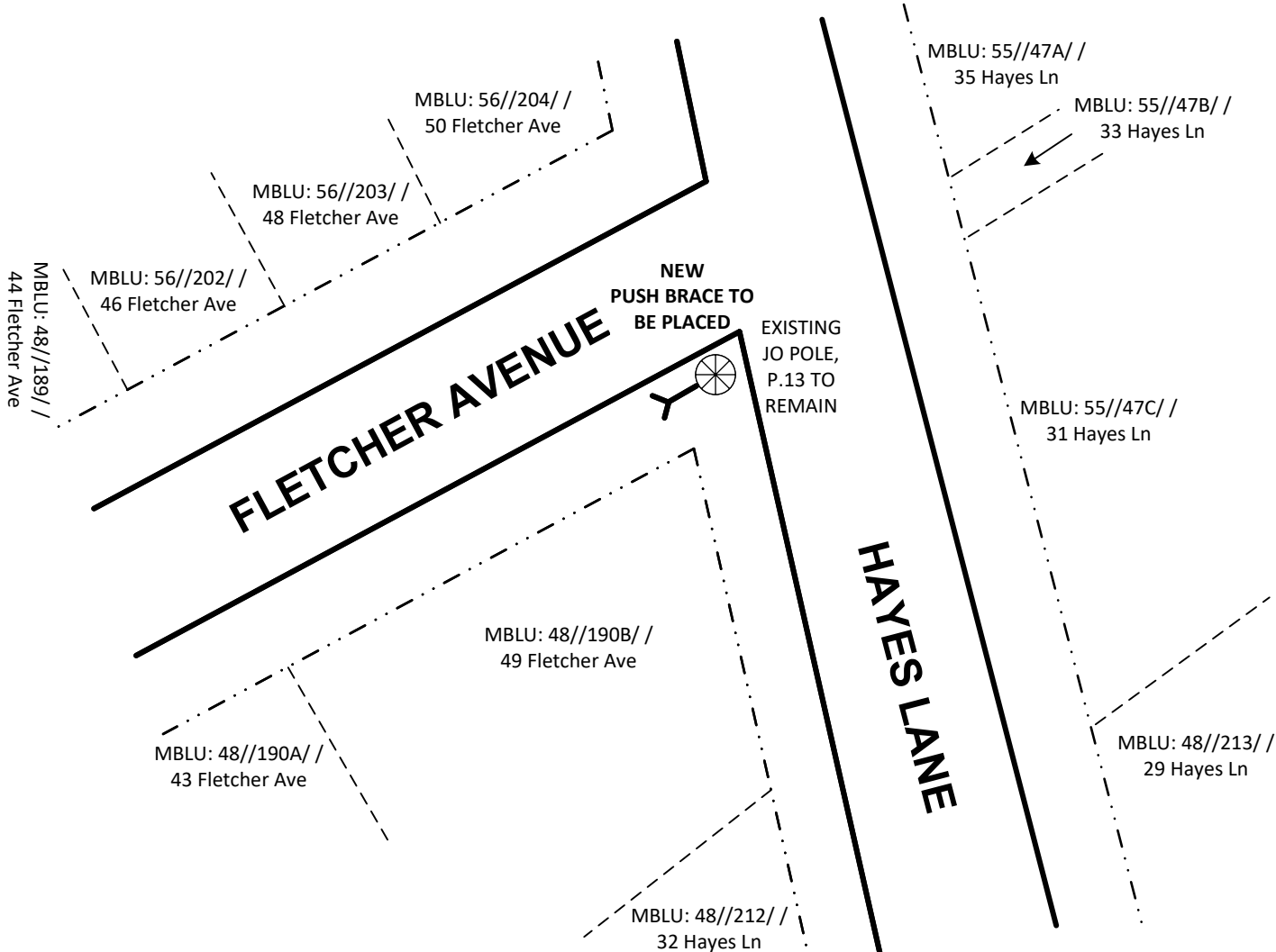
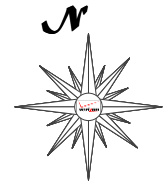
Dated this 24th day of January, 2025



PETITION PLAN

MUNICIPALITY LEXINGTON VZ. N.E. INC. NO. 1A7X3DT
VERIZON NEW ENGLAND, INC AND
NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY DATE : January 24, 2025

SHOWING PROPOSED PLACEMENT OF ONE PUSH BRACE ON FLETCHER AVENUE



NOT TO SCALE

LEGEND

-  PROPERTY LINE
-  EDGE OF PAVEMENT
-  EDGE OF ROADWAY
-  EXISTING JOINTLY OWNED POLE TO REMAIN
-  PROPOSED NEW JOINTLY OWNED PUSH BRACE TO BE INSTALLED

ABUTTERS LIST

MBLU: 48// 212/ /
32 Hayes Lane

BYRNE JEFFREY
HADSELL SERENA
32 Hayes Lane
Lexington, MA 02420

MBLU: 48// 213/ /
29 Hayes Lane

RESETICH SHANNON
RESETICH RICHARD
29 Hayes Lane
Lexington, MA 02420

MBLU: 55// 47C/ /
31 Hayes Lane

WILLIAMS ALISE JOHNSON
WILLIAMS ANDREW ROBERT
31 Hayes Lane
Lexington, MA 02420

MBLU: 55// 47B/ /
33 Hayes Lane

JOHNSON PETER
JOHNSON VALERIE
35 Hayes Lane
Lexington, MA 02420

MBLU: 55// 47A/ /
35 Hayes Lane

JOHNSON PETER
JOHNSON VALERIE
35 Hayes Lane
Lexington, MA 02420

MBLU: 56// 204/ /
50 Fletcher Avenue

LEARY SEAN
LEARY BRIENNE
50 Fletcher Avenue
Lexington, MA 02420

ABUTTERS LIST

MBLU: 56// 203/ /
48 Fletcher Avenue

GANSHIRT JAMES
GANSHIRT EDWARD
48 Fletcher Avenue
Lexington, MA 02420

MBLU: 56// 202/ /
46 Fletcher Avenue

SHEPARD EDGAR
SHEPARD ARDINE
46 Fletcher Avenue
Lexington, MA 02420

MBLU: 48// 189/ /
44 Fletcher Avenue

MALONEY MARY
44 Fletcher Avenue
Lexington, MA 02420

MBLU: 48// 190A/ /
43 Fletcher Avenue

VISHWANATH ASHVIN
RAMMURTHY RASHMI
43 Fletcher Avenue
Lexington, MA 02420

MBLU: 48// 190B/ /
49 Fletcher Avenue

LE ANH RICHARD
SARANTOS – LE ANASTASIA
49 Fletcher Avenue
Lexington, MA 02420

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Sale of Bond Anticipation Notes

PRESENTER:

Carolyn Kosnoff, Assistant Town
Manager for Finance

ITEM NUMBER:

I.3

SUMMARY:

Category: Decision-Making

On Wednesday, February 19, 2025 the Town sold \$1,195,810 of general obligation bond anticipation notes. The notes were issued as a one-year roll-forward of the notes issued in September 2024, and given the small size of this issue the Town did not solicit a credit rating. These notes continue to finance water and sewer capital projects, the ongoing design work for Lexington High School, and infrastructure improvements in the Hartwell/Route 4/225 area, all of which are expected to be long-term financed in February 2026.

The Town received four bids, with the low bidder being Fidelity Capital Markets whose net interest cost (NIC) of 2.85% included a premium of \$13,763.77.

All closing paperwork is attached for the Board's review.

SUGGESTED MOTION:

Move: We hereby determine, in accordance with G.L. c. 70B, that the cost of the Lexington High School feasibility study project authorized by vote of the Town passed on April 11, 2022 (Article 2) being financed with proceeds of a portion of the Notes defined below, together with all other bonds and notes of the Town previously issued to pay costs of this project, does not exceed the portion of the total cost of the project that is not being paid by the school facilities grant and we hereby approve the issuance of notes and bonds to finance this project under G.L. c. 70B.

And further: to approve the sale of \$1,195,810 4.00 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated February 28, 2025, and payable February 27, 2026, to Fidelity Capital Markets, a Division of National Financial Services LLC at par and accrued interest, if any, plus a premium of \$13,763.77.

And further: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated February 11, 2025, and a final Official Statement dated February 19, 2025, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

And further: that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as

may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.

And further: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes and to comply with relevant securities laws.

And further: that any certificates or documents relating to the Notes (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

And further: that each member of the Select Board, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

FOLLOW-UP:

The Board to sign closing paperwork.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

7:10pm

ATTACHMENTS:

Description	Type
☐ BAN Sale Results	Backup Material
☐ BAN Purposes	Backup Material
☐ Bond Anticipation Note	Backup Material
☐ No Litigation Statement	Backup Material
☐ Tax Certificate	Backup Material
☐ Significant Events Disclosure	Backup Material

Town of Lexington, Massachusetts

\$1,195,810 General Obligation Bond Anticipation Notes

Sale Date: 2/19/2025
Dated Date: 2/28/2025
Delivery Date: 2/28/2025
Due Date: 2/27/2026
Days Per Year: 360
Day Count: 359
Bank Qualified: No
Rating: None



Bidder	Underwriter	Principal	Coupon Rate	Premium	Interest	Net Interest	NIC	Prorata Premium	Prorata Interest	Award	Reoffering Yield
Fidelity Capital Markets	•	\$1,195,810	4.00%	\$13,763.77	\$47,699.53	\$33,935.76	2.8458%	\$13,763.77	\$47,699.53	\$1,195,810	
Oppenheimer & Co.	•	\$1,195,810	4.00%	\$8,555.00	\$47,699.53	\$39,144.53	3.2826%				
Piper Sandler & Co.	•	\$1,195,810	3.75%	\$4,831.08	\$44,718.31	\$39,887.23	3.3449%				
BNYMellon Capital Markets	•	\$1,195,810	4.25%	\$9,398.46	\$50,680.75	\$41,282.29	3.4619%				
Award Totals								\$13,763.77	\$47,699.53	\$1,195,810	

Weighted Average Net Interest Cost: 2.8458%

MUNICIPAL PURPOSE LOAN

Town of Lexington, Massachusetts

\$1,195,810 General Obligation Bond Anticipation Notes

Sale Date: 2/19/2025
 Dated Date: 2/28/2025
 Delivery Date: 2/28/2025
 Due Date: 2/27/2026
 Bank Qualification: No



<u>Purpose</u>	<u>Vote Date(s)</u>	<u>Reference</u>	<u>Article Number</u>	<u>Amount Authorized</u>	<u>Previous Issues</u>	<u>Bonds, Grants, and/or Paydowns</u>	<u>Renewal This Issue</u>	<u>New This Issue</u>	<u>Total This Issue</u>	<u>Balance Unissued</u>	<u>Original Issue Date</u>	<u>Prorata Interest</u>	<u>Prorata Premium</u>
LHS Improvements - Planning Offices and Library	3/29/2017	Ch. 44, s. 7(1)	16B	\$600,000	\$0	\$500,000	\$0	95,810	\$95,810	\$4,190	2/28/2025	\$3,821.75	\$1,102.77
Automatic Meter Reading System	4/3/2019	Ch. 44, s. 8(7A)	16F	\$4,940,000	\$100,000	\$3,770,000	\$100,000	\$0	\$100,000	\$1,070,000	9/27/2024	\$3,988.89	\$1,151.00
Route 4/225 Improvements (Hartwell Design)	11/12/2019	Ch. 44, s. 7(7)	8	\$1,250,000	\$300,000	\$650,000	\$300,000	\$0	\$300,000	\$300,000	9/27/2024	\$11,966.67	\$3,453.00
Pump Station Upgrades	3/30/2022	Ch. 44, s. 7(1)	14B	\$1,500,000	\$200,000	\$1,000,000	\$200,000	\$0	\$200,000	\$300,000	9/27/2024	\$7,977.78	\$2,302.00
LHS Feasibility Study	4/11/2022	Ch. 70B	2	\$1,825,000	\$500,000	\$871,582	\$500,000	\$0	\$500,000	\$453,418	9/27/2024	\$19,944.44	\$5,755.00
Totals				\$10,115,000	\$1,100,000	\$6,791,582	\$1,100,000	\$95,810	\$1,195,810	\$2,127,608		\$47,699.53	\$13,763.77

Registered
Number 1

Registered
\$1,195,810

United States of America

The Commonwealth of Massachusetts

TOWN OF LEXINGTON

GENERAL OBLIGATION
BOND ANTICIPATION NOTE
(Municipal Purpose Loan of 2025)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Registration and Original Issue Date</u>	<u>CUSIP</u>
4.00%	February 27, 2026	February 28, 2025	529284 5B3

PRINCIPAL AMOUNT: ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED TEN DOLLARS

REGISTERED OWNER: CEDE & CO.

REGISTRAR AND
PAYING AGENT: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

The Town of Lexington, Massachusetts (the “Town”) for value received, promises to pay to the Registered Owner of this note or registered assigns the Principal Amount specified above in lawful money of the United States of America on the Maturity Date upon presentation and surrender hereof, with interest (calculated on the basis of a 30-day month and a 360-day year) at the Interest Rate per annum, payable on the Maturity Date. This note will bear interest from the Original Issue Date.

This note certificate is the only instrument representing an issue of \$1,195,810 aggregate principal amount of notes issued by the Town pursuant to Chapters 44 and 70B of the General Laws as amended in anticipation of bonds authorized for water meters, roads, pump station, and school purposes.

The notes are general obligations of the Town and the full faith and credit of the Town is pledged for the payment of principal of and interest on the notes as the same shall become due.

The notes are being issued by means of a book entry system, with a note certificate immobilized at The Depository Trust Company, New York, New York (“DTC”) evidencing ownership of the notes in principal amounts of \$1,000 or integral multiples thereof, with the

exception of one principal amount of \$1,810, and with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Note certificates are not available for distribution to the public. The principal of and interest on this note are payable by U.S. Bank Trust Company, National Association, or its successor as paying agent (the "Paying Agent") for the Town, in immediately available funds to the Registered Owner of this note, as nominee of DTC. Transfer of principal and interest payments to participants of DTC is the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The Town is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

Unless this note certificate is presented by an authorized representative of The Depository Trust Company to the Paying Agent for registration of transfer, exchange or payment, and any note certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

In the event that (a) DTC determines not to continue to act as securities depository for the notes or (b) the Town determines that continuation of the book entry system of evidence and transfer of ownership would adversely affect the interests of the beneficial owners of the notes, the Town will discontinue the book entry system with DTC. If the Town fails to identify another qualified securities depository to replace DTC, the Paying Agent will authenticate and deliver replacement notes in the form of fully registered certificates.

This note is transferable only upon the registration books kept by the Paying Agent as registrar, but only in a manner which will maintain immobilization of note certificates at one or more securities depositories. This note may not be transferred or exchanged in a manner which would involve the delivery of note certificates to the beneficial owners unless the book entry system has been discontinued by the Town in accordance with the terms of this note, in which case replacement notes may be issued in accordance with law and such procedures as the Town shall deem appropriate.

The Town hereby covenants that it will take all lawful action necessary to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the notes in order that interest on the notes be and continue to be excluded from gross income for federal income tax purposes and it will refrain from taking any action that would cause interest on the notes to become included in gross income for federal income tax purposes.

In connection with the offering of the notes the Town has executed a Significant Events Disclosure Certificate dated as of the date hereof (as it may be amended from time to time, the "Certificate"). The Town hereby covenants to comply with the provisions of the Certificate, and reference is made to the Certificate for a description of the nature and extent of the obligations of the Town and the rights of the owners of the notes under the Certificate. The Certificate is

described in the Official Statement relating to the notes. A copy of the Certificate is available from the Town upon request.

TOWN OF LEXINGTON,
MASSACHUSETTS

By: _____
Treasurer

Countersigned:

Select Board

(Town Seal)

LEGAL OPINION

The following opinion is based on facts and the law existing on the date of original delivery of the notes described therein.

LOCKE LORD LLP
111 Huntington Avenue
Boston, Massachusetts

Arnold F. Lovering, Treasurer
Town of Lexington
Lexington, Massachusetts

\$1,195,810
Town of Lexington, Massachusetts
General Obligation Bond Anticipation Notes

We have acted as bond counsel to the Town of Lexington, Massachusetts (the “Town”) in connection with the issuance by the Town of the above-referenced notes (the “Notes”) dated February 28, 2025 and payable February 27, 2026. In such capacity, we have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon representations and covenants of the Town contained in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on our examination, we are of the opinion, under existing law, as follows:

1. The Notes are valid and binding general obligations of the Town and, except to the extent they are paid from the proceeds of the bonds in anticipation of which they are issued or from any other available moneys, the principal of and interest on the Notes are payable from taxes which may be levied upon all taxable property in the Town, subject to the limit imposed by Chapter 59, Section 21C of the General Laws.

2. Interest on the Notes is excluded from the gross income of the owners of the Notes for federal income tax purposes. In addition, interest on the Notes is not a specific preference item for purposes of the federal individual alternative minimum tax. However, interest on the Notes will be included in the “adjusted financial statement income” of certain corporations that are subject to the alternative minimum tax under Section 55 of the Internal Revenue Code of 1986 (the “Code”). In rendering the opinions set forth in this paragraph, we have assumed compliance by the Town with all requirements of the Code, that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, and continue to be,

excluded from gross income for federal income tax purposes. The Town has covenanted to comply with all such requirements. Failure by the Town to comply with certain of such requirements may cause interest on the Notes to become included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. We express no opinion regarding any other federal tax consequences arising with respect to the Notes.

3. Interest on the Notes is exempt from Massachusetts personal income taxes and the Notes are exempt from Massachusetts personal property taxes. We express no opinion regarding any other Massachusetts tax consequences arising with respect to the Notes or any tax consequences arising with respect to the Notes under the laws of any state other than Massachusetts.

This opinion is expressed as of the date hereof, and we neither assume nor undertake any obligation to update, revise, supplement or restate this opinion to reflect any action taken or omitted, or any facts or circumstances or changes in law or in the interpretation thereof, that may hereafter arise or occur, or for any other reason.

The rights of the holders of the Notes and the enforceability of the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

/s/ LOCKE LORD LLP

(Please Note: The following statements are an essential part of the permanent record. Read them carefully before signing this certificate. Advise Troutman Pepper Locke LLP of any inaccuracy.)

Town of Lexington, Massachusetts
\$1,195,810 General Obligation Bond Anticipation Notes
dated February 28, 2025

SIGNATURE, NO LITIGATION AND OFFICIAL STATEMENT CERTIFICATE

A. Certificate of Authorized Officers. We, the Treasurer and members of the Select Board of the Town of Lexington, Massachusetts (the “Town”), certify that we have signed the \$1,195,810 4.00 percent General Obligation Bond Anticipation Notes (the “Notes”) of the Town dated February 28, 2025 and payable February 27, 2026. A book entry system is being used to evidence ownership and transfer of the Notes on the records of The Depository Trust Company (“DTC”). The Notes are issued in the form of a single Note for the full principal amount, registered in the name of “CEDE & CO.” as nominee for DTC and immobilized in the custody of DTC. The Note bears the Town seal which is also affixed to this certificate.

We, the said officers, also certify as follows:

1. Authority. The Notes are issued in the respective amounts set forth below in anticipation of the sale of bonds authorized pursuant to the following statutes and votes of the Town and a vote of the Select Board duly adopted on February 24, 2025:

- (a) \$500,000 - \$1,825,000 Lexington High School Feasibility Study Bonds under G.L. c. 70B §6(e) and a vote of the Town passed April 11, 2022 (Article 2);
- (b) \$300,000 - \$1,250,000 Route 4/225 Transportation Improvement Plan Bonds, under G.L. c.44, §7(7) and a vote of the Town passed November 12, 2019 (Article 8);
- (c) \$200,000 - \$1,500,000 Pump Station Bonds under G.L. c.44, §7(1) and a vote of the Town passed March 30, 2022 (Article 14b);
- (d) \$100,000 - \$4,940,000 Meter Reading System Bonds under G.L. c.44, §8(7A) and a vote of the Town passed April 3, 2019 (Article 16f); and
- (e) \$95,810 - \$600,000 Lexington High School Improvements (Planning Office/Library) Bonds under G.L. c.44, §7(1) and a vote of the Town passed on March 29, 2017 (Article 16b).

2. Description and Purpose of Notes. The Town is issuing and delivering the Notes simultaneously with the delivery of this certificate. The following amounts of the issue are for the following purposes including the payment of \$1,100,000 bond anticipation notes:

	<u>Amount</u>	<u>Purpose</u>
(a)	\$500,000	- Lexington High School feasibility study
(b)	\$300,000	- design, engineering and architectural services for 25% design for Route 4/225 Bedford Street, Hartwell Avenue, Wood Street transportation improvement plan
(c)	\$200,000	- sewer pump station upgrades
(d)	\$100,000	- automatic meter reading system
(e)	\$95,810	- remodel and add air conditioning to teacher planning office and the library at Lexington High School

3. Other Debt. No other debt has been incurred under those votes except for the following bonds and bond anticipation notes:

- (a) - \$100,000 notes dated June 29, 2023 and payable February 23, 2024, on which date such notes were paid with available funds of the Town; \$500,000 bonds and premium dated February 22, 2024; and \$500,000* notes dated September 27, 2024 and payable February 28, 2025;
- (b) - \$250,000 bonds and premium dated February 10, 2022; \$100,000 notes dated June 30, 2022 and payable February 24, 2023, on which date such notes were paid with available funds of the Town; \$300,000 notes dated June 29, 2023 and payable February 23, 2024, on which date such notes were paid with available funds of the Town; and \$300,000* notes dated September 27, 2024 and payable February 28, 2025;
- (c) - \$1,000,000 bonds dated February 22, 2024; and \$200,000* notes dated September 27, 2024 and payable February 28, 2025;
- (d) - \$3,770,000 bond dated June 13, 2022; and \$100,000* notes dated September 27, 2024 and payable February 28, 2025; and
- (e) - \$500,000 bonds dated February 22, 2024.

* To be renewed with a portion of the proceeds of this issue.

4. Consolidated Issue. The Notes constitute a consolidated issue for purposes of G.L. c.44, §16.

5. School Building Assistance Grant. The Town expects to receive a grant from the MSBA in the aggregate amount of \$565,750 for the Lexington High School feasibility study project being financed in part with the proceeds of the \$500,000 portion of the Notes referred to in Paragraph (1)(a) above with the proceeds of the Notes, and as of the date hereof the Town has received \$294,868 of such grant.

6. Approval of Sale. We approve the sale of the Notes to Fidelity Capital Markets, a Division of National Financial Services LLC (the “Purchaser”) at par and accrued interest, if any, plus a premium of \$13,763.77.

B. Delivery and Receipt. I, the Treasurer, further certify that the Notes were delivered on this date and that the full purchase price including accrued interest for the period, if any, from the date of the Notes to this date was received from the Purchaser on or before this date.

C. Certification Regarding Official Statement. I, the Treasurer, certify as follows:

(a) I have reviewed the Preliminary Official Statement dated February 11, 2025 (the “Preliminary Official Statement”) and the Official Statement dated February 19, 2025 (the “Official Statement”)] relating to the sale of the Notes.

(b) To the best of my knowledge and belief, the Preliminary Official Statement did not, as of its date and as of the date of sale of the Notes, and the Official Statement (excluding the price or yield on the cover page, as to which no view is expressed) did not as of its date and does not as of this date (which is the date of delivery of the Notes), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(c) Since the date of the Official Statement there has been no material adverse change in the financial condition or affairs of the Town except as set forth in or contemplated by the Official Statement.

D. Debt Limit. I, the Treasurer, certify that at the time of their authorization, the Notes and the bonds in anticipation of which they are issued were and on the date hereof are within every applicable debt and other limit prescribed by law or otherwise.

E. Certificate of Town Clerk. I, the Town Clerk, certify as follows:

(a) Signatures and Incumbency. The signatures of the Treasurer and members of the Select Board as appearing below are the genuine, electronic, or facsimile signatures of the persons who executed the Notes and who held those offices when the Notes were signed and when the Notes were delivered.

(b) Open Meeting Law. Except for the town meetings called pursuant to G.L. c.39, §10, all proceedings essential to the issue of the Notes and the authorization of the bonds and deliberations of a quorum relating thereto have been taken at a meeting or meetings open to the public; notice of each such meeting was filed in my office and

publicly posted in the time and manner set forth in the G.L. c.30A, §§18-25, as amended, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b); no deliberations, decision or vote in connection with the Notes or bonds were taken in executive session and no vote was taken by secret ballot; and the official record of each such meeting was made available to the public and remains available to the public as set forth in G.L. c.30A, §§18-25, as amended.

(c) Proceedings. No proceeding essential to the issue of the Notes or bonds has been repealed or amended except as stated in paragraph (1) above and no proceedings have been taken relating to the Notes or bonds other than those certified to Troutman Pepper Locke LLP.

(d) Bylaws. The bylaws described below are the only bylaws or standing votes of the Town affecting the authorization, sale or issue of the Notes or bonds, including the calling and conduct of town meetings, or the use of assessments or other charges imposed to pay for any project financed by the Notes, and there has been no change therein affecting those matters in any way except as may be indicated below:

General By-Laws of the Town of Lexington, as amended through the 2012 Annual Town Meeting (Supplement #16) and certified to Locke Lord LLP on January 25, 2023.

(e) Home Rule. The Town has not adopted a home rule charter and the Town has not amended or repealed any special law relating to the Town through the use of home rule procedures.

(f) Development Districts. The Town has not established any development districts pursuant to G.L. c.40Q.

F. Execution of Counterparts and Delivery by Electronic Means. This certificate, as well as any other certificates or documents relating to the Notes (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document. Electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

G. No Litigation; No Financial Interest. All of the undersigned certify that there has been no litigation affecting the validity of the Notes or bonds or the power of the Town to levy and collect taxes to pay them; that none is pending or to our knowledge threatened; that neither the corporate existence nor boundaries of the Town nor the title of any of us to our respective

offices is being contested; and that none of us and, to the best of our knowledge, no other official of the Town has any direct or indirect financial interest in or relationship with the Purchaser.

Date: February 28, 2025
(Date of delivery of and
payment for the Notes)

Select Board

Treasurer

Town Clerk

(Town Seal)

(Please Note: The following statements are an essential part of the permanent bond record. Read them carefully before signing this certificate. Advise Troutman Pepper Locke LLP of any inaccuracy.)

TAX CERTIFICATE

This Tax Certificate is executed and delivered by the Town of Lexington, Massachusetts (“Issuer”), in connection with the issuance of \$1,195,810 stated principal amount of its General Obligation Bond Anticipation Notes dated the Issue Date (“Issue”). The Issue is issued pursuant to Votes duly adopted by the Issuer and the Massachusetts General Laws. Pursuant to Reg §§ 1.141-2(d)(1) and 1.148-2(b)(2)(i), the Issuer certifies, covenants, warrants and represents as follows in connection with the issuance of the Issue:

ARTICLE I. IN GENERAL

1.1 Delivery of the Notes of the Issue. On the Issue Date, in exchange for receipt of good funds, the Issuer is delivering the notes of the Issue to the Successful Bidder, for resale to the Public.

1.2 Purpose of Tax Certificate. The Issuer is delivering this Tax Certificate to Bond Counsel, with the understanding that Bond Counsel will rely in part upon this Tax Certificate in rendering its opinion that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103.

1.3 Definitions and References. All capitalized terms used in this Tax Certificate include either the singular or the plural. All terms used in this Tax Certificate, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141-150 and the applicable Regulations thereunder except as otherwise specified. Capitalized terms used and not otherwise defined herein and in the exhibits hereto and in the schedules and attachments to those exhibits shall have the respective meanings set forth in Appendix A and Appendix B hereto. Reference to a Section means a section of the Code. Reference by number only (for example, “2.10”) means that numbered paragraph of this Tax Certificate.

1.4 Purpose of Financing. The Issue is being issued to provide funds (i) to finance on a “new money” basis the capital costs of certain municipal projects as more fully described in the Signature Certificate relating to the Issue, including the payment of Capitalized Interest, if any (“New Money Projects”), and Funded Interest, if any, (ii) to refund on a current basis the Refunded Notes, which were originally issued to finance and/or refinance the capital costs of certain municipal projects as more fully described in the Signature Certificate relating to the Issue, including the payment of Capitalized Interest, if any (“Refinanced Projects” and together with the New Money Projects, “Projects”), and Funded Interest, if any, and (iii) to pay Issuance Costs and other common costs of the Issue.

1.5 Single Issue. The notes of the Issue were sold to the Successful Bidder on the Sale Date. No other governmental obligations of the Issuer which are expected to be paid out of

substantially the same source of funds as the Issue have been or will be sold less than 15 days apart from the Sale Date pursuant to the same plan of financing as the Issue.

1.6 Reliance. With respect to certain matters contained in this Tax Certificate, the Issuer specifically relies upon the certifications of the Successful Bidder set forth in Exhibit A, the certifications of the Municipal Advisor set forth in Exhibit B, and upon the certifications set forth in the other exhibits attached hereto or as otherwise described herein. The Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Certificate including the exhibits hereto.

ARTICLE II. GENERAL TAX LIMITATIONS

2.1 Application of Sale Proceeds and Certain Other Moneys. On the Issue Date, the Sale Proceeds, \$1,211,487.07, less an underwriter's discount of \$1,913.30, will be deposited to the General Fund and applied as follows:

New Money Projects	\$95,810.00
Payment of Refunded Notes	1,100,000.00
Issuance Costs	0.00
Payment of a portion of the interest on the Issue due February 27, 2026	<u>13,763.77</u>
TOTAL:	\$1,209,573.77

Investment Proceeds earned on the amounts in the General Fund will be commingled with other revenues of the Issuer, and are expected to be expended for operating or other expenses of the Issuer within six months after deposit of the Investment Proceeds therein. Pursuant to Reg § 1.148-6(d)(6), all such Investment Proceeds will be treated as expended when so commingled.

2.2 Expenditure of Gross Proceeds. For purposes of this Tax Certificate, Sale Proceeds and, to the extent not deemed expended as described in 2.1, Investment Proceeds allocable to the Nonrefunding Portion will be treated as spent when they are used to pay or reimburse disbursements by the Issuer that are (i) capital expenditures, including any Capitalized Interest, if any and to the extent allowable, (ii) Issuance Costs with respect to the Nonrefunding Portion, (iii) Funded Interest, (iv) initial operating expenses directly associated with the New Money Projects (in an aggregate amount not exceeding 5% of the Sale Proceeds), or (v) other miscellaneous expenditures described in Reg § 1.148-6(d)(3)(ii).

The Issuer hereby certifies that no disbursement to be paid or reimbursed from Gross Proceeds allocable to the Nonrefunding Portion shall have been previously paid or reimbursed from the proceeds of any other obligation, whether issued by the Issuer or any other party.

To the extent that Sale Proceeds allocable to the Nonrefunding Portion will be applied to reimburse expenditures made by the Issuer prior to the Issue Date, the Issuer hereby certifies that such expenditures either (i) constitute capital expenditures incurred not earlier than 60 days prior to the applicable Vote, which Votes constitute the Issuer's declarations of official intent to issue

debt to finance the costs of the New Money Projects, or (ii) constitute Preliminary Expenditures to the extent permitted by Massachusetts law.

The Issuer further certifies that any such reimbursement described in clause (i) of the preceding sentence shall be made not later than 18 months after the later of the date of the expenditure or the date on which the New Money Project component to which such expenditure relates is placed in service, but in no event more than 3 years after the date of such expenditure.

2.3 Governmental Bond Status. Absent an Opinion of Bond Counsel, the Issuer will not loan more than 5% of the Proceeds to one or more Nongovernmental Persons. Absent an Opinion of Bond Counsel, the Issuer has not allowed and will not allow more than 10% of the Proceeds, any of the Prior Issues, or the Projects to be used directly or indirectly by any Nongovernmental Person in any trade or business, other than as a member of the general public, and has not allowed and will not allow more than 5% of the Proceeds, any of the Prior Issues, or the Projects to be so used to the extent such use is unrelated or disproportionate to the governmental uses thereof. Absent an Opinion of Bond Counsel, for purposes of this 2.3, a Nongovernmental Person will be treated as “using” Proceeds, proceeds of the Prior Issues or the Projects to the extent the Nongovernmental Person:

- (i) borrows Proceeds of the Issue or any Prior Issues;
- (ii) uses any portion of the Projects as owner, lessee, service provider, operator, or manager;
- (iii) acquires the output of the Projects; or
- (iv) enters into any other arrangement that provides a special legal entitlement or special economic benefit to a Nongovernmental Person.

As of the Issue Date, the Issuer certifies that there are no contracts or other arrangements for any such use of any component of the Projects by any party other than a Governmental Unit. Absent an Opinion of Bond Counsel, the Issuer will not enter into any contract or other arrangement after the Issue Date for any such use of any component of the Projects by any party other than a Governmental Unit.

2.4 Qualified Equity. The Issuer reasonably expects that a portion of the cost of the Projects being financed and/or refinanced in part with the Sale Proceeds may be paid from Qualified Equity. In this regard, the Issuer (i) has received \$294,868 of a \$565,750 grant from the Massachusetts School Building Authority for the high school feasibility study, (ii) expects to receive \$250,000 from the Transportation Management Overlay District Stabilization Fund for Route 4/225 project, (iii) expects \$500,000 from Water Fund Retained Earnings and \$500,000 from Wastewater Fund Retained Earnings, each for the meter reading system project, and (iv) expects \$500,000 from Wastewater Fund Retained Earnings for the pump station project. The Issuer intends that the undivided portion or portions of any of the Projects paid with Qualified Equity may be used for Private Business Use without restriction. Qualified Equity will be allocated to any Private Business Use of the Projects before any Proceeds are allocated to any such Private

Business Use. To the extent that Private Business Use of the Projects ever exceeds the applicable limitation under the “private business tests” imposed pursuant to Section 141(b), the Issuer hereby allocates Qualified Equity to the Projects. In addition, the Issuer reserves the right to allocate this Qualified Equity to the Projects if and as needed in the future.

2.5 Change in Use. The Issuer reasonably expects to use all Proceeds and all facilities that are financed and refinanced therewith as set forth in 2.3 for the entire stated term to maturity of the Issue. Absent an Opinion of Bond Counsel, the Issuer in fact will use all Proceeds and each facility financed and refinanced therewith as set forth in 2.3.

2.6 Registered Form. The notes of the Issue are being issued in registered form.

2.7 Federal Guarantee. The Issuer will not directly or indirectly use or permit the use of any Proceeds or any other funds of the Issuer or any Related Party or take or omit to take any action that would cause the notes of the Issue to be obligations that are “federally guaranteed.” In furtherance of this covenant, the Issuer will not allow the payment of principal or interest with respect to the Issue to be guaranteed (directly or indirectly) in whole or in part by the United States or any agency or instrumentality thereof. Except as provided in the next sentence, the Issuer will not use 5% or more of the Proceeds to make or finance loans the payment of principal or interest with respect to which is guaranteed in whole or in part by the United States or any agency or instrumentality thereof, nor will it invest 5% or more of the Proceeds in federally insured deposits or accounts. The preceding sentence shall not apply to (i) investments in the portions of the General Fund described in 3.5 and 3.6 during the temporary period described therein, (ii) investments in the Bona Fide Debt Service Fund, and (iii) investments in obligations issued by the United States Department of Treasury.

2.8 Information Reporting. The Issuer will cause a properly completed and executed IRS Form 8038-G to be filed with respect to the Issue no later than the 15th day of the second month of the calendar quarter immediately following the calendar quarter of the Issue Date.

2.9 Partial Current Refunding. The Issuer will use Sale Proceeds allocable to the Refunding Portion in the amount of \$1,100,000.00 to pay the Refunded Notes on the Issue Date of the Issue. Proceeds will not be used directly or indirectly to make principal, interest or redemption premium payments with respect to any governmental obligation other than the Refunded Notes and, to the extent described in 2.1, the Issue.

2.10 No Unexpended Proceeds. No Proceeds of the 2024 Issue remain unspent as of the Issue Date of the Issue.

2.11 No Pooling. The Issuer will not use any Proceeds directly or indirectly to make or finance loans to two or more ultimate borrowers.

2.12 No Hedge Bonds. As of the respective issue dates of each issue comprising the Original Issues, the Issuer reasonably expected to expend more than 85% of the Net Sale Proceeds of each such issue within three years of original issuance for the governmental purposes of such Original Issues. Not more than 50% of the Proceeds of each such issue was invested at a

substantially guaranteed yield for four years or more. The Issuer reasonably expects that more than 85% of Net Sale Proceeds of the Nonrefunding Portion of the Issue will be expended for the governmental purposes thereof within three years after the Issue Date. Not more than 50% of the Nonrefunding Portion of the Proceeds will be invested at a substantially guaranteed yield for four years or more.

2.13 Useful Life. The weighted average maturity of the Issue is 0.997 years, which does not exceed 120% of the remaining average reasonably expected economic life of the assets comprising the Projects.

ARTICLE III. ARBITRAGE GENERAL

3.1 Reasonable Expectations. This Article III states the Issuer's reasonable expectations with respect to the amounts and uses of Proceeds and certain other moneys.

3.2 Issue Price of the Issue. On the Issue Date, the Issuer is delivering the notes of the Issue to the Successful Bidder in exchange for an aggregate payment of \$1,209,573.77 (which represents the total amount of Sale Proceeds, \$1,211,487.07, less an underwriter's discount of \$1,913.30). As reflected in Exhibit B, the Municipal Advisor has certified that the competitive sale requirements (as defined in the Notice of Sale) were met with respect to the notes of the Issue. Accordingly, based on the advice of the Successful Bidder as set forth in Exhibit A, the Issue Price of the Issue is \$1,211,487.07, which is the reasonably expected initial offering price to the Public for the notes of the Issue.

3.3 Funds and Accounts. The Issuer will use certain portions of its General Fund (or accounts or subaccounts within the General Fund) to hold certain of the Proceeds, as more particularly described in this Article III. The Issuer does not expect that either it or any other Person benefiting from the issuance of the Issue will use any moneys in any fund or account other than the Bona Fide Debt Service Fund to pay debt service on the Issue; nor is any other fund or account so pledged as security for the Issue that there is a reasonable assurance that amounts held in such other fund or account will be available if needed to pay debt service on the Issue.

3.4 Bona Fide Debt Service Fund.

3.4.1 Payment of the Issue. The notes of the Issue are general obligations of the Issuer payable from revenues available therefor pursuant to the Massachusetts General Laws and, when and as applicable, Sale Proceeds, Investment Proceeds, and the Proceeds of Refunding Obligations.

3.4.2 Revenues. Except for the debt service to be paid from a portion of the Sale Proceeds, Investment Proceeds, and the Proceeds of Refunding Obligations, each when and as applicable, payments of debt service on the Issue are expected to be derived from current revenues of the Issuer and current revenues are expected to equal or exceed such amount of debt service on the Issue during the payment period.

3.4.3 Match Between Revenues and Debt Service. The portions of the Issuer’s General Fund that are reasonably expected to be used to pay debt service on the Issue (such portions of the Issuer’s General Fund being referred to herein as the “Debt Service Fund”) will be allocated to the payment of debt service on the Issue on a “first in, first out” (FiFo) basis. Accordingly, the Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within the Bond Year. Amounts in the Debt Service Fund will be invested without regard to yield.

3.5 Three-Year Temporary Period. A portion of the Sale Proceeds allocable to the Nonrefunding Portion in the amount of \$95,810.00, will be deposited in the General Fund for the purpose of paying costs of the New Money Projects. The Issuer’s expenditure expectations with respect to the Proceeds allocable to the New Money Projects are reflected in Exhibit C. The Issuer reasonably expects that at least 85% of the Net Sale Proceeds will be spent to pay costs of the New Money Projects within three years from the Issue Date. The Issuer heretofore has incurred or within six months hereafter will incur a binding obligation to one or more unrelated parties involving an expenditure of not less than 5% of Net Sale Proceeds. Completion of the New Money Projects and allocations of Net Sale Proceeds and Investment Proceeds to costs of the New Money Projects will proceed with due diligence. Net Sale Proceeds allocable to paying costs of the New Money Projects held in the General Fund, and Investment Proceeds earned thereon, will be invested without regard to yield during the period ending on the third anniversary of the Issue Date.

3.6 90-Day Temporary Period. As reflected in 2.1 and 2.9, (i) a portion of Sale Proceeds allocable to the Refunding Portion in the amount of \$1,100,000.00 will be deposited in the General Fund and used to retire the Refunded Notes on the Issue Date of the Issue and (ii) a portion of Sale Proceeds in the amount of \$0.00 will be deposited to the General Fund pending its expenditure for Issuance Costs. Such portions of the Sale Proceeds may be invested without regard to yield during the period that ends 90 days after the Issue Date of the Issue.

3.7 No Overissuance. Taking into account anticipated Investment Proceeds, the Sale Proceeds do not exceed the amount necessary to pay (i) costs of the New Money Projects, (ii) the Refunded Notes, (iii) Funded Interest, if applicable, and (iv) Issuance Costs and other common costs of the Issue.

3.8 No Other Replacement Proceeds. Neither the Issuer nor any Related Party will use any Gross Proceeds directly or indirectly to replace funds of the Issuer or any Related Party, which funds are or will be used directly or indirectly to acquire Investment Property reasonably expected to produce a yield that is materially higher than the Yield on the Issue.

3.9 No Expected Sale. It is not expected that the Projects or any part thereof financed and/or refinanced in whole or in part by the Issue will be sold or otherwise disposed of before February 27, 2026, the scheduled final maturity date of the Issue, except for minor portions due to normal wear or obsolescence.

ARTICLE IV. ARBITRAGE - YIELD AND YIELD RESTRICTION

4.1 Yield. The Yield on the Issue, adjusted as may be required for substantial original issue premium or discount, has been calculated by the Municipal Advisor to be 2.6333589%, as reflected in Exhibit B.

4.2 No Qualified Hedges. No Qualified Hedge has been, and (absent an Opinion of Bond Counsel) no Qualified Hedge will be, entered into such that failure to take the Qualified Hedge into account would distort the Yield on the Issue or otherwise would fail clearly to reflect the economic substance of the transaction.

4.3 Yield Restriction. Absent an Opinion of Bond Counsel, if the sum of (A) any Proceeds allocable to the payment of the Projects held in the General Fund after the third anniversary of the Issue Date, or, if applicable, the Issue Date of any Original Issue, plus (B) any amounts held in the Bona Fide Debt Service Fund and remaining unexpended after 13 months from the date of accumulation in such fund (excluding any amounts held for Capitalized Interest and Funded Interest), plus, if applicable, (C) any Proceeds allocable to the retirement of any Refunded Bonds and Refunded Notes held in the General Fund after 90 days from the Issue Date, plus, if applicable, (D) any Transferred Proceeds held in the General Fund after the third anniversary of any Original Issue, plus (E) any Proceeds held in the Issuer's General Fund to pay Issuance Costs after 90 days from the Issue Date, at any time in the aggregate exceeds \$100,000, the excess will be invested as follows: (i) in Investment Property with a yield not exceeding the Yield on the Issue, or such other issue of Tax-Exempt Bonds to which such amounts are then allocated as proceeds, (ii) in assets that are not treated as Investment Property (e.g., Tax-Exempt Bonds), or (iii) in assets that satisfy the requirements for Yield Reduction Payments.

ARTICLE V. REBATE

5.1 Undertakings. The Issuer hereby covenants to comply with requirements of the Code pertaining to the Rebate Requirement. The Issuer acknowledges that the United States Department of the Treasury has issued Regulations with respect to certain of these undertakings, including the proper method for computing whether any rebate amount is due the federal government under Section 148(f). (Reg §§ 1.148-1 through 1.148-11A, 1.150-1, and 1.150-2.) The Issuer further acknowledges that the United States Department of the Treasury may yet issue additional Regulations with respect to certain of these undertakings. The Issuer covenants that it will undertake to determine what is required with respect to the rebate provisions contained in Section 148(f) and said Regulations from time to time and will comply with any requirements that may apply to the Issue.

5.2 Recordkeeping. The Issuer shall maintain or cause to be maintained detailed records with respect to each Nonpurpose Investment allocable to Gross Proceeds, including: (a) purchase date; (b) purchase price; (c) information establishing fair market value on the date such investment became a Nonpurpose Investment; (d) any accrued interest paid; (e) face amount; (f) coupon rate; (g) periodicity of interest payments; (h) disposition price; (i) any accrued interest

received; and (j) disposition date. Such detailed recordkeeping is required to facilitate the calculation of the Rebate Requirement.

5.3 Exceptions to the Rebate Requirement.

5.3.1 Bona Fide Debt Service Fund Exception. Based on the representations set forth in 3.4.3 and this 5.3.1, no rebate calculations need be made in respect of amounts in the Bona Fide Debt Service Fund (i) if (a) the weighted average maturity of the Issue is longer than 5 years and (b) the Issue is a Fixed Yield Issue or (ii) if clause (i) does not apply, to the extent the earnings thereon in the Bond Year are less than \$100,000.

5.3.2 Six-Month Expenditure Exception. If applicable, no rebate calculations will be required to be made with respect to the Adjusted Gross Proceeds allocable to the Refunding Portion if all such Adjusted Gross Proceeds are expended within six months of the Issue Date.

5.3.3 Eighteen Month Spending Exception. In general, when applicable, no rebate calculations will be required with respect to Adjusted Gross Proceeds of the Nonrefunding Portion if the Eighteen Month Spending Exception is met. The Issuer's spending expectations with respect to the Adjusted Gross Proceeds are included in Exhibit C.

5.3.4 Two Year Spending Exception. The Issuer reasonably expects that at least 75% of Available Construction Proceeds will be expended for Construction Expenditures with respect to the Projects. The Issuer's spending expectations with respect to the Proceeds allocable to the New Money Projects or the Projects, as applicable, are reflected in Exhibit C. In general, when applicable, no rebate calculations will be required with respect to Available Construction Proceeds if Available Construction Proceeds are spent in accordance with the Two Year Spending Exception. Additionally, Proceeds of the Issue that are used to pay Issuance Costs will be treated, together with all Investment Proceeds thereon, as satisfying the Rebate Requirement if the Two Year Spending Exception is satisfied and all such Issuance Costs are paid within twenty-four months after the Issue Date.

5.4 Rebate Requirement with Respect to the Prior Issues. The Issuer covenants to, and will, pay any Rebate Requirement or Yield Reduction Payments due with respect to the Prior Issues within 60 days from the Computation Date for the respective obligations or, if later and if applicable, within 60 days of missing one of the relevant spending milestones, as required by Section 148(f)(3).

5.5 Rebate Requirement or Yield Reduction Payments with Respect to the Issue. The Issuer covenants to, and will, pay any Rebate Requirement or Yield Reduction Payments due with respect to the Issue within 60 days from the Computation Date for the Issue or, if later, within 60 days of missing one of the spending milestones, as required by Section 148(f)(3).

ARTICLE VI. OTHER MATTERS

6.1 Expectations. The undersigned are authorized representatives of the Issuer acting for and on behalf of the Issuer in executing this Tax Certificate. To the best of the knowledge and

belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable.

6.2 Covenant to Comply. The Issuer hereby covenants that it will not take or permit to be taken on its behalf any action or actions that would adversely affect the exclusion from federal income taxation of interest on the Issue and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to maintain the exclusion from federal income taxation of interest on the Issue.

6.3 Post Issuance Compliance Procedures. The Issuer has written procedures to monitor compliance with the arbitrage Yield restriction and rebate requirements of Section 148 after the Issue Date. The Issuer also has written procedures to ensure that all Nonqualified Bonds are remediated in accordance with Reg § 1.141-12. Such procedures are substantially in the form attached hereto as Appendix C. The Issuer will monitor the expenditure of Gross Proceeds and the use of facilities financed and/or refinanced by the Issue, and will undertake, if necessary, any available measures under Reg § 1.141-12 to ensure compliance after the Issue Date with the applicable covenants contained herein.

6.4 Record Retention. In order to ensure that interest on the Issue continues to be excluded from gross income for federal tax law purposes, the Issuer acknowledges that records should be maintained to support the representations, certifications, and expectations set forth in this Tax Certificate (including the exhibits hereto) at least until the date three (3) years after the later of (a) the date on which the Issue is retired, or (b) the date on which the last of the Refunding Obligations is retired. In addition to the items described in 5.2, records to be retained include, but are not limited to:

- (i) basic records and documents relating to the Issue, and, when applicable, the Prior Issues and any Qualified Equity relating to the Projects;
- (ii) documentation evidencing the expenditure of the Proceeds and, when applicable, Proceeds of the Prior Issues;
- (iii) documentation evidencing the use of the Projects or any component thereof by public and private sources (i.e., copies of management contracts, research agreements, leases, etc.);
- (iv) documentation evidencing all sources of payment or security for the Issue and, when applicable, the Prior Issues;
- (v) documentation evidencing compliance with the timing and allocation of expenditures of the Proceeds, and, when applicable, Proceeds of the Prior Issues and any Qualified Equity relating to the Projects; and
- (vi) records of all amounts paid to the United States in satisfaction of the Rebate Requirement for the Issue and IRS Forms 8038-T (or successor forms thereto) related to such payments or to Yield Reduction Payments.

6.5 Amendments. Notwithstanding any other provision of this Tax Certificate, the Issuer may amend this Tax Certificate and thereby alter any actions allowed or required by this Tax Certificate if such amendment is signed by an authorized officer and is supported by an Opinion of Bond Counsel.

[Remainder of page intentionally left blank; signature page follows.]

6.6 Survival of Payment or Defeasance. Notwithstanding any provision in this Tax Certificate or in any other agreement or instrument relating to the Issue to the contrary, the obligation to remit the Rebate Requirement, if any, to the United States Department of the Treasury and to comply with all other requirements contained in this Tax Certificate shall survive payment or defeasance of the Issue.

6.7 Execution of Counterparts and Delivery by Electronic Means. This Certificate, as well as any other certificates or documents relating to the Issue (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document. Electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Dated: February 28, 2025

TOWN OF LEXINGTON, MASSACHUSETTS

By: _____
Treasurer

By: _____

Select Board

APPENDIX A GENERAL DEFINITIONS

For purposes of the Tax Certificate to which this Appendix A is attached, and the exhibits to the Tax Certificate and any schedules or attachments to those exhibits, the following capitalized terms have the following meanings:

501(c)(3) Organization means any entity described in Section 501(c)(3).

Adjusted Gross Proceeds generally means Gross Proceeds, less amounts held in the Bona Fide Debt Service Fund.

Available Construction Proceeds has the meaning set forth in Reg § 1.148-7(i) and generally means all Sale Proceeds reduced by Issuance Costs or, if applicable, all Sale Proceeds allocable to the Nonrefunding Portion, reduced by Issuance Costs allocable to the Nonrefunding Portion financed with Sale Proceeds, plus all Investment Proceeds earned thereon before the earlier of two years after the Issue Date or substantial completion of the New Money Projects or Projects, as applicable. In determining the amount of Available Construction Proceeds as of any date, there shall be included the amount of investment earnings reasonably expected after such date, together with investment earnings actually received or accrued as of such date.

Bona Fide Debt Service Fund has the meaning set forth in Reg § 1.148-1(b) and generally means the Debt Service Fund identified in 3.4.3.

Bond Counsel means Troutman Pepper Locke LLP or, if applicable, another law firm with a nationally recognized public finance practice.

Bond Notice of Sale means, when applicable, the separate Notice of Sale for the bonds of the Issue.

Bond Purchaser means, when applicable, an entity that purchases the bonds of the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Capitalized Interest means interest on the Issue, or, when applicable, a Prior Issue, from the Issue Date to the placed in service date of the Projects, that is properly capitalized in the cost of the Projects under general federal income tax principles.

Code means the Internal Revenue Code of 1986, as amended.

Computation Date has the meaning set forth in Reg § 1.148-3(e) and generally means the date not later than the fifth Bond Year and each five years thereafter and the final maturity date of the Issue, each as applicable.

Construction Expenditures has the meaning set forth in Reg § 1.148-7(g)(1) and generally means capital expenditures that are allocable to the cost of real property or constructed personal

property and includes costs of reconstruction and rehabilitation, but does not include costs of acquiring any interest in land or other existing real or personal property.

Controlled Group has the meaning set forth in Reg § 1.150-1(c) and generally means a group of entities controlled directly or indirectly by the same entity or group of entities.

Debt Service Fund means the Debt Service Fund described in Article III.

Deliberate Action has the meaning set forth in Reg § 1.141-2(d)(3) and generally means any action taken by the Issuer that is within its control, but excludes (i) an involuntary or compulsory conversion under Section 1033 or (ii) an action taken in response to a regulatory directive made by the federal government.

Eighteen Month Spending Exception has the meaning set forth in Reg § 1.148-7(d) and generally means Adjusted Gross Proceeds are spent at least as quickly as follows:

15% within six months after the Issue Date

60% within twelve months after the Issue Date

100% within eighteen months after the Issue Date

The requirement that 100% of Adjusted Gross Proceeds be spent within eighteen months after the Issue Date will be met if at least 95% of Adjusted Gross Proceeds is spent within eighteen months and the remainder is held as a Reasonable Retainage, as permitted by contracts with the Issuer's contractors, and such remainder is spent within thirty months after the Issue Date.

Fixed Yield Bond has the meaning set forth in Reg § 1.148-1(b) and generally means any bond whose yield is fixed and determinable on its Issue Date.

Fixed Yield Issue has the meaning set forth in Reg § 1.148-1(b) and generally means any issue of which each bond of the issue is a Fixed Yield Bond.

Funded Interest means interest on the Issue, or, when applicable, a Prior Issue, other than Capitalized Interest, through the later of three years after the Issue Date, or, if applicable, the Issue Date of a Prior Issue, or one year after the first component of the Projects is placed in service as set forth in Reg § 1.148-6(d)(3)(ii)(A)(3).

General Rule Maturities means, when applicable, those Maturities listed as the general rule maturities in Schedule A to the attached Issue Price Certificate for the Bonds of the Issue or the Notes of the Issue, as applicable.

Governmental Person has the meaning set forth in Reg § 1.141-1(b) and generally means a Governmental Unit.

Governmental Unit means a State or Local Governmental Unit.

Gross Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means all proceeds derived from or relating to the Issue, or, when applicable, a Prior Issue, including Proceeds and Replacement Proceeds.

Guidelines means Reg §1.141-3(b)(4) and Revenue Procedure 2017-13 or any applicable predecessor or successor thereto.

Hold-the-Offering-Price Maturities means, when applicable, those Maturities listed as the hold-the-offering-price maturities in Schedule A to the attached Issue Price Certificate for the Bonds of the Issue or the Notes of the Issue, as applicable.

Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Successful Bidder/Successful Bond Bidder/Successful Note Bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the initial offering price for such Hold-the-Offering-Price Maturity.

Investment Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means earnings received from investing and reinvesting Proceeds and from investing and reinvesting such earnings.

Investment Property has the meaning set forth in Section 148(b)(2) and generally means any security or obligation, any annuity contract, or any other investment-type property, but does not include any Tax-Exempt Bond.

Issuance Costs has the meaning set forth in Reg § 1.150-1(b) and generally means costs, to the extent incurred in connection with, and allocable to, the issuance of the Issue within the meaning of Section 147(g), and includes: underwriters' spread; counsel fees; financial advisory fees; credit rating fees; trustee fees; paying agent fees; bond registrar, certification, and authentication fees; accounting fees; printing costs; public approval process costs; engineering and feasibility study costs; and similar costs.

Issue Date has the meaning set forth in Reg § 1.150-1(b) and generally means the date the Issue, or, when applicable, a Prior Issue, was delivered to the Underwriter or Purchaser thereof and payment was received therefor.

Issue Price has the meaning set forth in Reg § 1.148-1(f) and generally means (i) the Expected Offering Price of a Successful Bidder/Successful Bond Bidder/Successful Note Bidder, (ii) the amount paid by the Purchaser for the Issue, the notes of the Issue, and/or the bonds of the Issue, and/or (iii) the price at which at least 10% of each maturity of the General Rule Maturities were sold by the Successful Bidder/Successful Bond Bidder/Successful Note Bidder, all as set forth in Exhibit A, or, when applicable, the sum of the applicable clauses above.

Maturity means bonds and/or notes of the Issue with the same credit and payment terms. Bonds and/or notes of the Issue with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate maturities.

Minor Portion has the meaning set forth in Section 148(e) and generally means any amount of Gross Proceeds that does not exceed the lesser of (i) 5% of the Proceeds or (ii) \$100,000.

Net Sale Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means the Sale Proceeds allocable to the Nonrefunding Portion, less the portion of those Sale Proceeds invested in a reasonably required reserve or replacement fund pursuant to Section 148(d) or as part of the Minor Portion.

Nongovernmental Person means any Person other than a Governmental Person. Nongovernmental Person includes the United States and any agency or instrumentality of the United States.

Nonpurpose Investment means any Investment Property in which Gross Proceeds are invested that is not a Purpose Investment.

Nonqualified Bonds has the meaning set forth in Reg § 1.141-12(j) and generally means the portion of outstanding bonds of an Issue that, as of the date of a Deliberate Action, would not meet the private business use test in Section 141(b) or the private loan financing test in Section 141(c).

Nonrefunding Portion means, when applicable, the portion of the Issue or the Prior Issue, as applicable, that is not allocable to the Refunding Portion.

Note Notice of Sale means, when applicable, the separate Notice of Sale for the notes of the Issue.

Note Purchaser means, when applicable, an entity that purchases the notes of the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Notice of Sale means the Notice of Sale, or, when applicable, collectively the Bond Notice of Sale and Note Notice of Sale, attached as Attachment 1 to Exhibit B.

Opinion of Bond Counsel means a written opinion of nationally recognized bond counsel, delivered to the Issuer, to the effect that the exclusion from gross income for federal income tax purposes of interest on the Issue will not be adversely affected.

Original Issues means, when applicable, collectively, the portions of the Refunded Bonds and/or Refunded Notes and the issues that were issued to finance the Projects on a “new money” basis and any other obligations all or a portion of which were issued to finance the Projects on a new money basis which have been ultimately refinanced by this Issue.

Person has the meaning set forth in Section 7701(a)(1) and generally includes an individual, trust, estate, partnership, association, company or corporation.

Preliminary Expenditures has the meaning set forth in Reg § 1.150-2(f)(2) and generally means architectural, engineering, surveying, soil testing, Issuance Costs, including, when applicable, Issuance Costs allocable to the Nonrefunding Portion, and similar costs paid with respect to the Projects in an aggregate amount not exceeding 20% of the Issue Price of the Issue,

or, when applicable, the Issue Price of the Issue allocable to the Nonrefunding Portion. However, Preliminary Expenditures do not include land acquisition, site preparation or similar costs incident to the commencement of construction.

Prior Issue(s) means, when applicable, individually or collectively, the Original Issues and each series of exclusively current refunding obligations all or a portion of which were thereafter issued to refinance the Original Issues.

Private Business Use has the meaning set forth in Reg § 1.141-3(a) and generally means use (directly or indirectly) in a trade or business carried on by any Nongovernmental Person other than use (i) as a member of, and on the same basis as, the general public or (ii) pursuant to the Guidelines or the Research Guidelines. Any activity carried on by a Nongovernmental Person (other than a natural Person) shall be treated as a trade or business.

Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Issue or, when applicable, a Prior Issue.

Public has the meaning set forth in Reg § 1.148-1(f)(3)(ii) and generally means any Person other than an Underwriter or a Related Party to an Underwriter.

Purchaser means, when applicable, an entity, including a Successful Bidder, that purchases the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Purpose Investment has the meaning set forth in Reg § 1.148-1(b) and generally means an investment that is acquired by the Issuer to carry out the governmental purpose of the Issue.

Qualified Equity has the meaning set forth in Reg § 1.141-6(b)(3) and generally means funds that are not derived from proceeds of a Tax-Advantaged Bond.

Qualified Guarantee has the meaning set forth in Reg § 1.148-4(f) and generally means an arrangement that imposes a secondary liability that unconditionally shifts substantially all of the credit risk for all or part of the payments on the Issue to the guarantor under that arrangement.

Qualified Hedge has the meaning set forth in Reg § 1.148-4(h) and generally means a contract entered into by the Issuer with a hedge provider primarily to modify the Issuer's risk of interest rate changes with respect to all or a part of the Issue.

Reasonable Retainage has the meaning set forth in Reg § 1.148-7(h) and generally means an amount, not to exceed 5% of Available Construction Proceeds or Adjusted Gross Proceeds, as applicable, on the date 24 months, or 18 months, as applicable, after the Issue Date, that is retained for reasonable business purposes relating to the Projects, including to ensure or promote compliance with a construction contract.

Rebate Requirement means the amount of rebatable arbitrage with respect to the Issue, computed as of the last day of any Bond Year pursuant to Reg § 1.148-3.

Refunded Bonds means, when applicable, all or the portion of each of the series of bonds being refunded by the Issue, as identified in Appendix B.

Refunded Notes means, when applicable, all or the portion of each of the series of notes being refunded by the Issue, as identified in Appendix B.

Refunding Obligations means a Tax-Advantaged Bond issued to refund any portion of the Issue, including any subsequent Tax-Advantaged Bond in a series of refundings thereof.

Refunding Portion means, when applicable, the portion of the Issue allocable to the refunding of the Refunded Bonds and/or Refunded Notes, together with the portion of the Issue allocable to the financing of a ratable share of Issuance Costs and other common costs of the Issue.

Regulations or Reg means the applicable Treasury Regulations promulgated by the Secretary of the Treasury of the United States under the Code.

Related Party has the meaning set forth in Reg §1.150-1(b) and generally means, in reference to a Governmental Unit or a 501(c)(3) Organization, any member of the same Controlled Group, and in any reference to any other Person, any two or more Persons who have more than fifty percent (50%) common ownership, directly or indirectly.

Replacement Proceeds has the meaning set forth in Reg §1.148-1(c) and generally means amounts that have a sufficiently direct nexus to the Issue or to the governmental purpose of the Issue to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Issue were not used, and includes a sinking fund, a pledged fund, and other replacement proceeds, each as defined in Reg § 1.148-1(c).

Research Guidelines means Reg §1.141-3(b)(6) and Revenue Procedure 2007-47 or any applicable successor thereto.

Sale Date has the meaning set forth in Reg § 1.150-1(c)(6) and generally means the first day on which there is a binding contract in writing for the sale of a Maturity.

Sale Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means amounts actually or constructively received from the sale of the Issue, or, when applicable, a Prior Issue.

Signature Certificate means the Signature, No Litigation and Official Statement Certificate or similar certificate prepared by Bond Counsel relating to the Issue or, when applicable, a Prior Issue.

Small Issuer Exception has the meaning set forth in Section 148(f)(4)(D) and Reg § 1.148-8(a) and generally means that, as of the Issue Date, either (i) the Issue meets the exception for a current refunding under Section 148(f)(4)(D)(v) or (ii) the Issuer reasonably expects that the aggregate Issue Price of Tax-Exempt Bonds (other than (a) current refunding bonds to the extent the amount thereof does not exceed the outstanding amount of the obligations to be refunded thereby and (b) qualified private activity bonds) issued and to be issued by or on behalf of the Issuer during the current calendar year will not exceed \$5,000,000 except by the lesser of (1) \$10,000,000 or (2) the aggregate face amount of bonds, in either case attributable to financing the

construction of public school facilities, as provided in Section 148(f)(4)(D)(vii). In addition, the Issuer must have the power to impose or to cause the imposition of taxes of general applicability which, when collected, may be used for the general purposes of the Issuer. The Issuer's power to impose or cause the imposition of such taxes cannot be contingent on approval by any other Governmental Unit. The Issuer cannot form or avail itself of an entity for the purpose of avoiding the volume limitation described above.

State or Local Governmental Unit has the meaning set forth in Reg § 1.103-1(a) and is generally a state or any political subdivision of a state, but excludes the United States and its agencies or instrumentalities.

Successful Bidder(s) means, when applicable, the Successful Bidder(s) set forth in Appendix B.

Successful Bond Bidder means, when applicable, the Successful Bond Bidder set forth in Appendix B.

Successful Note Bidder means, when applicable, the Successful Note Bidder set forth in Appendix B.

Tax-Advantaged Bond has the meaning set forth in Reg § 1.150-1(b) and generally means a tax-exempt bond or a taxable bond that provides a federal tax benefit that reduces the Issuer's borrowing costs.

Tax Certificate means the Tax Certificate to which this Appendix A is attached.

Tax-Exempt Bond means any obligation the interest on which is excluded from gross income for federal income tax purposes pursuant to Section 103, other than a "specified private activity bond" within the meaning of Section 57(a)(5)(C), as well as (i) stock in a "regulated investment company" (within the meaning of Section 852) to the extent at least 95 percent of income to the stockholder is treated as interest on Tax-Exempt Bonds and (ii) any demand deposit obligation issued by the United States Department of the Treasury pursuant to Subpart C of 31 CFR Part 344.

Transferred Proceeds has the meaning set forth in Reg § 1.148-9(b) and generally means Proceeds of a Prior Issue that become Proceeds of the Issue under the transferred proceeds allocation rule in Reg § 1.148-9(b).

Two Year Spending Exception has the meaning set forth in Reg § 1.148-7(e) and generally means Available Construction Proceeds are expended at least as quickly as follows:

10% within six months after the Issue Date

45% within twelve months after the Issue Date

75% within eighteen months after the Issue Date

100% within twenty-four months after the Issue Date

The requirement that 100% of Available Construction Proceeds be spent within twenty-four months after the Issue Date will be met if at least 95% of Available Construction Proceeds is spent within twenty-four months and the remainder is held as Reasonable Retainage, as permitted by contracts with the Issuer's contractors, and such remainder is spent within thirty-six months after the Issue Date.

Underwriter means (i) any Person, including, when applicable, a Successful Bidder/Successful Bond Bidder/Successful Note Bidder, that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public, and (ii) any Person that agrees pursuant to a written contract directly or indirectly with a Person described in clause (i) of this paragraph to participate in the initial sale of such bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of such bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public).

Votes means the authorizations for the Issue specified in the Signature Certificate.

Yield has the meaning set forth in Reg § 1.148-4 for an issue and Reg § 1.148-5 for investments, and generally means, as to the Issue, or, when applicable, a Prior Issue, or Investment Property, as applicable, that discount rate which, when used in computing the present value of all unconditionally payable payments representing (i) principal, adjusted, as required, for any substantial discounts or premiums, (ii) interest, including costs of Qualified Guarantees, and (iii) payments or receipts on Qualified Hedges, produces an amount equal to the Issue Price of the Issue, or, when applicable, a Prior Issue, or the purchase price of Investment Property, as appropriate.

Yield Reduction Payment means a "qualified yield reduction payment" to the United States Department of the Treasury that reduces the yield on Investment Property, as set forth in Reg § 1.148-5(c).

APPENDIX B
ISSUE SPECIFIC DEFINITIONS

For purposes of the Tax Certificate to which this Appendix B is attached, and the exhibits to the Tax Certificate and any schedules or attachments to those exhibits, the following capitalized terms have the following meanings:

2024 Issue means the Issuer's \$1,102,622 General Obligation Bond Anticipation Notes, issued on its Issue Date, on a new money basis, and payable February 28, 2025.

Bond Year means the period beginning on the Issue Date and ending on February 27, 2026, which is the last day on which any notes of the Issue will remain outstanding for federal tax purposes.

Issue Date means, as to the Issue, the date of this Tax Certificate, February 28, 2025.

Municipal Advisor means Hilltop Securities Inc., as municipal advisor to the Issuer in connection with the Issue.

Refunded Notes means the \$1,100,000.00 portion of the 2024 Issue. The remainder of the 2024 Issue will be retired with other moneys of the Issuer.

Sale Date of the Issue is February 19, 2025.

Sale Proceeds means as to the Issue, the amount of \$1,211,487.07, comprising the stated principal amount of the Issue (\$1,195,810), plus original issue premium thereon in the amount of \$15,677.07.

Successful Bidder means Fidelity Capital Markets, a Division of National Financial Services LLC.

APPENDIX C
POST-ISSUANCE TAX COMPLIANCE PROCEDURES
TAX-EXEMPT OBLIGATIONS AND OTHER TAX-BENEFITED OBLIGATIONS

I. Introduction

These post-issuance compliance procedures of the Issuer are designed to provide for the effective management of the Issuer's post issuance compliance program for tax-exempt and other tax-benefited obligations in a manner consistent with state and federal laws applicable to such obligations.

II. Post-Issuance Tax Compliance

The Treasurer of the Issuer, or such other designated officer (the "Compliance Officer") shall be the primary bond compliance officer responsible for each issuance by the Issuer of tax-exempt (or otherwise tax-benefited) bonds, notes, financing leases, or other obligations (herein, collectively referred to as "bonds"). All information related to each bond issue and the facilities, equipment and other assets financed by such issue shall be maintained by or on behalf of the Compliance Officer and the actions taken under subsections A through C of this Section II shall be taken by the Compliance Officer or on behalf of the Compliance Officer by such other officers or employees of the Issuer as appropriate.

A. Tax Certificate and Continuing Education

- 1. Tax Certificate** – A Tax Certificate is prepared for each issuance of bonds. Immediately upon issuing any bonds, the Compliance Officer, in conjunction with the Issuer's bond counsel and financial advisor, shall review the Tax Certificate and make notes regarding specific compliance issues for such bond issue on the Post-Issuance Compliance Notes form at Exhibit A. The Tax Certificate and Notes shall clearly define the roles and responsibilities relating to the ongoing compliance activities for each bond issue and will identify specific compliance requirements.

- 2. Continuing Education** – The Compliance Officer will actively seek out advice of bond counsel on any matters that appear to raise ongoing compliance concerns and may attend or participate in seminars, teleconferences, etc. sponsored by organizations such as the Massachusetts Collector-Treasurer Association and the Massachusetts Government Finance Officers Association that address compliance issues and developments in the public finance bond arena. In addition, national organizations such as the Securities Industry and Financial Markets Association (SIFMA) and the National Association of Bond Lawyers (NABL) offer numerous training opportunities and materials which may be useful to the Compliance Officer.

B. Tax-Exempt Bonds Compliance Monitoring

- 1. Restrictions against Private Use** – The Compliance Officer will continuously monitor the expenditure of bond proceeds and the use of facilities or equipment financed or refinanced with bonds to ensure compliance with Section 141 of the Internal Revenue Code (the “Code”) which generally establishes limitations on the use of bond-financed facilities by non-state or local governmental entities, such as individuals using bond-financed assets on a basis other than as a member of the general public, corporations and the federal government and its agencies and instrumentalities.
 - a. Use of Bond Proceeds** – The Compliance Officer will monitor and maintain records with respect to expenditures to ensure that bond proceeds are being used on capital expenditures for governmental purposes in accordance with the bond documents and document the allocation of all bond proceeds. Such monitoring is required not only for tax-exempt bonds, but also for tax credit bonds.
 - b. Use of the Bond-Financed Facility or Equipment**
 - i. Equipment assets financed with bonds** will be listed in a schedule for each bond issue, which schedule may be included in the Tax Certificate. Equipment assets generally are not to be disposed of prior to the earlier of (a) the date the bonds and all subsequent refundings of such bonds are fully paid, or (b) the end of the useful life of such equipment. The Compliance Officer will maintain the list of all bond-financed equipment for each bond issue, together with the equipment’s expected useful life.
 - ii. Constructed or acquired assets financed with bonds** – In order to ensure that assets constructed or acquired using bond proceeds, such as infrastructure assets, are not leased, sold or disposed of prior to the end of the term of the bonds and of all subsequent refundings of such bonds:
 - Any asset constructed or acquired with bond proceeds shall be flagged in the Issuer’s records, and
 - These projects will be monitored by the Compliance Officer.
 - iii.** If there is any proposal to change the use of a bond-financed facility from a governmental purpose to a use in which a private entity may have the use or benefit of such a facility on a basis that is different from the rest of the general public, the Compliance Officer will consult with bond counsel prior to the occurrence of the proposed change in use.
- 2. Qualification for Initial Temporary Periods and Compliance with Restrictions against Hedge Bonds**
 - a. Expectations as to Expenditure of “New Money” Bond Proceeds**
 - i.** In order to qualify under the arbitrage rules for an initial temporary period of 3 years for “new money” issues during which bond proceeds can be invested without regard to yield (but potentially subject to rebate), the Issuer must

reasonably expect to spend at least 85% of “spendable proceeds” by the end of the temporary period. In general under Code Section 149, in order to avoid classification of an issue of bonds as “hedge bonds,” the Issuer must both (x) reasonably expect to spend 85% of the “spendable proceeds” of the bond issue within the 3 year period beginning on the date the bonds are issued and (y) invest not more than 50% of the proceeds of the issue in investments having a substantially guaranteed yield for 4 years or more. These expectations have been documented for the Issuer’s outstanding bond issues in the tax certificates executed in connection with each bond issue.

- ii. If, for any reason, the Issuer’s expectations concerning the period over which the bond proceeds are to be expended change from what was documented in the applicable tax certificate, the Compliance Officer will consult with bond counsel.

b. Project Draw Schedule Compliance Monitoring – While there are unspent proceeds of a bond issue, the Compliance Officer will compare and analyze the original anticipated project draw schedule and the actual expenditure payouts and reimbursements on each bond-financed project on an annual or more frequent basis. The purpose of this analysis is to determine the variances from the original expected draw schedule for each project and to document the reasons for these variances to provide a continual record on the spending progress of each bond-financed project. Factors relevant to the analysis include unexpected delays in the project timelines, extreme weather, contract time extensions due to unexpected events, supplemental agreements and any other factor with a potential to impact the progress or completion of the projects. Generally, there should be no effect on the tax-exempt status of the bonds under either the temporary period rules or the hedge bond rules if the actual disbursements do not meet the original project draw schedule, unless circumstances surrounding the actual events cast doubt on the reasonableness of the stated expectations on the issuance date. Therefore, it is important for the Compliance Officer to update the progress of each project at least annually, and consult with bond counsel as to any variance from the original schedule.

c. Bond Proceeds Expenditure Schedule Compliance Monitoring – While there are unspent proceeds of bonds, the Compliance Officer will compare and analyze the bond proceeds expenditure schedule and the actual investment earnings on each project on an annual or more frequent basis. The purpose of this analysis is to determine any variances from the expected expenditure schedule and to document the reasons for these variances.

3. Arbitrage Rebate Compliance

- a. Bonds may lose their tax-favored status, retroactive to the date of issuance, if they do not comply with the arbitrage restrictions of section 148 of the Code. Two general sets of requirements under the Code must be applied in order to determine whether

governmental bonds are arbitrage bonds: the yield restriction requirements of section 148(a) and the rebate requirements of section 148(f).

b. Yield Restriction Requirements – The yield restriction requirements provide, in general terms, that gross proceeds of a bond issue may not be invested in investments earning a yield higher than the yield of the bond issue, except for investments (i) during one of the temporary periods permitted under the regulations (including the initial three year temporary period described above), (ii) in a reasonably required reserve or replacement fund or (iii) in an amount not in excess of the lesser of 5% of the sale proceeds of the issue or \$100,000 (the “minor portion”). Under limited circumstances, the yield on investments subject to yield restriction can be reduced through payments to the IRS known as “yield reduction payments.” The Tax Certificate will identify those funds and accounts associated with a particular issue of bonds known, as of the date of issuance, to be subject to yield restriction.

c. Rebate Requirements

- i.** If, consistent with the yield restriction requirements, amounts treated as bond proceeds are permitted to be invested at a yield in excess of the yield on the bonds (pursuant to one of the exceptions to yield restriction referred to above), rebate payments may be required to be made to the U.S. Treasury. Under the applicable regulations, the aggregate rebate amount is the excess of the future value of all the receipts from bond funded investments over the future value of all the payments to acquire such investments. The future value is computed as of the computation date using the bond yield as the interest factor. At least 90% of the rebate amount calculated for the first computation period must be paid no later than 60 days after the end of the first computation period. The amount of rebate payments required for subsequent computation periods (other than the final period) is that amount which, when added to the future value of prior rebate payments, equals at least 90% of the rebate amount. For the final computation period, 100% of the calculated amount must be paid. Rebate exceptions and expectations are documented for each bond issue in the tax certificate executed at the time of such bond issue.
- ii.** **While there are unspent proceeds of bonds, the Issuer will engage an experienced independent rebate analyst to annually calculate any rebate that may result for that year and annually provide a rebate report to the Compliance Officer. Bond counsel can assist with referrals to qualified rebate analysts.**

d. Timing of Rebate Payments

The Compliance Officer will work with the rebate analyst to ensure the proper calculation and payment of any rebate payment and/or yield-reduction payment at the required time:

- i. First installment due no later than 60 days after the end of the fifth anniversary of each bond issuance;
- ii. Succeeding installments at least every five years;
- iii. Final installment no later than 60 days after retirement of last bond in the issue.¹

4. Refunding Requirements

- a. **Refunded Projects** – The Compliance Officer will maintain records of all bond financed assets for each bond issue, including assets originally financed with a refunded bond issue.
- b. **Yield Restriction** – The Compliance Officer will work with its financial advisor and bond counsel to maintain records of allocation of bond proceeds for current and advance refundings of prior bond issues to ensure that such bond proceeds are expended as set forth in the applicable tax certificate executed at the time the refunding bonds are issued. Any yield restricted escrows will be monitored for ongoing compliance.

C. Record Retention

- 1. Section 6001 of the Code provides the general rule for the proper retention of records for federal tax purposes. The IRS regularly advises taxpayers to maintain sufficient records to support their tax deductions, credits and exclusions. In the case of a tax-exempt bond transaction, the primary taxpayers are the bondholders. In the case of other tax benefited bonds, such as “build America bonds” or “recovery zone economic development bonds”, the Issuer will be treated as the taxpayer. In order to ensure the continued exclusion of interest to such bondholders, it is important that the Issuer retain sufficient records to support such exclusion.
- 2. **In General**
 - a. All records associated with any bond issue shall be stored electronically or in hard copy form at the Issuer’s offices or at another location conveniently accessible to the Issuer.
 - b. The Compliance Officer will ensure that the Issuer provides for appropriate storage of these records.
 - c. If storing documents electronically, the Issuer shall conform with Rev. Proc. 97-22, 1997-1 C.B. 652 (as the same may be amended, supplemented or superseded), which provides guidance on maintaining books and records by using an electronic storage system. Bond counsel can furnish a copy of this Revenue Procedure if needed.

¹ Generally, rebate payments must be paid not later than 60 days after retirement of the last bond in the issue.

3. **Bonds** – Unless a longer period of time is required by state law, the Issuer shall maintain the bond record as defined in this section for the longer of the life of the bonds plus 3 years or the life of refunding bonds (or series of refunding bonds) which refunded the bonds plus 3 years. The bond record shall include the following documents:

a. Pre-Issuance Documents

- i. Guaranteed Investment Contracts (“GICs”) and Investments (other than Treasury’s State and Local Government Series Securities, “SLGs”)** – If applicable, the Compliance Officer shall retain all documentation regarding the procurement of each GIC or other investment acquired on or before the date of bond issuance, including as applicable the request for bids, bid sheets, documentation of procurement method (i.e., competitive vs. negotiated), etc. If investments other than SLGs are used for a defeasance escrow, the documentation should include an explanation of the reason for the purchase of open market securities and documentation establishing the fair value of the securities and compliance with safe harbor bidding rules. If SLGs are purchased, a copy of the final subscription shall be maintained.
- ii. Project Draw Schedule** – The Compliance Officer shall retain all documentation and calculations relating to the draw schedule used to meet the “reasonable expectations” test and use of proceeds tests (including copies of contracts with general and sub-contractors or summaries thereof).
- iii. Issue Sizing** – The Compliance Officer shall maintain a copy of all financial advisor’s or underwriter’s structuring information.
- iv. Bond Insurance** – If procured by the Issuer, the Compliance Officer shall maintain a copy of insurance quotes and calculations supporting the cost benefit of bond insurance, if any.
- v. Costs of Issuance documentation** – The Compliance Officer shall retain all invoices, payments and certificates related to costs of issuance of the bonds.

- b. Issuance Documents** – The Compliance Officer shall retain the bound bond transcript delivered from bond counsel.

c. Post-Issuance Documents

- i. Post-Issuance Guaranteed Investment Contracts and Investments (Other than SLGs)** – the Compliance Officer shall retain all documentation regarding the procurement of any GIC or other investment acquired after bond issuance, including as applicable the

request for bids, bid sheets, documentation of procurement method (i.e., competitive vs. negotiated), etc. If investments other than SLGs are used for a defeasance escrow, the documentation should include an explanation of the reason for the purchase of open market securities and documentation establishing the fair value of the securities and compliance with safe harbor bidding rules.

- ii. **Records of Investments** shall be retained by the Compliance Officer.
- iii. **Investment Activity Statements** shall be retained by the Compliance Officer.
- iv. **Records of Expenditures** – The Compliance Officer shall maintain or shall cause to be maintained all invoices, etc. relating to equipment purchases and constructed or acquired projects, either electronically or in hard copy.
- v. **Records of Compliance**
 - **Qualification for Initial Temporary Periods and Compliance with Restrictions against Hedge Bond Documentation** – The Compliance Officer shall prepare the annual analysis described in Section II(B)(2) above and maintain these records.
 - **Arbitrage Rebate Reports** may be prepared by the Compliance Officer or a third party as described in section II (B)(3) of this document and retained by the Compliance Officer.
 - **Returns and Payment** – Shall be prepared at the direction of the Compliance Officer and filed as described in Section II(B)(3) of this document.
 - **Contracts under which any bond proceeds are spent (consulting engineering, acquisition, construction, etc.)** – The Compliance Officer shall obtain copies of these contracts and retain them for the bond record.

d. General

- i. **Audited Financial Statements** – The Compliance Officer will maintain copies of the Issuer’s annual audited Financial Statements.
- ii. **Reports of any prior IRS Examinations** – The Compliance Officer will maintain copies of any written materials pertaining to any IRS examination of the Issuer’s bonds.

III. Voluntarily Correcting Failures to Comply with Post-Issuance Compliance Activities

If, in the effort to exercise due diligence in complying with applicable federal tax laws, a potential violation is discovered, the Issuer may address the violation through the applicable method listed below. The Issuer should work with its bond counsel to determine the appropriate way to proceed.

A. Taking remedial actions as described in Section 141 of the Internal Revenue Code

B. Utilizing the Voluntary Closing Agreement Program (VCAP) – Section 7.2.3 of the Internal Revenue Manual establishes the voluntary closing agreement program for tax-exempt bonds (TEB VCAP) whereby issuers of tax-exempt bonds can resolve violations of the Internal Revenue Code through closing agreements with the Internal Revenue Service.

IV. Post Issuance Tax Compliance Procedures Review

The Compliance Officer shall review these procedures at least annually, and implement revisions or updates as deemed appropriate, in consultation with bond counsel.

Exhibit A

POST ISSUANCE COMPLIANCE NOTES
[Name of Bond]

Transaction Parties

Overall Responsible Party for Debt Management Activities _____
Bond Counsel _____
Paying Agent _____
Rebate Specialist _____
Other _____

EXHIBIT A

\$1,195,810
Town of Lexington, Massachusetts
General Obligation Bond Anticipation Notes
Dated February 28, 2025

ISSUE PRICE CERTIFICATE AND RECEIPT

The undersigned, on behalf of the Successful Bidder, hereby certifies as set forth below with respect to the sale of the above-captioned obligations (“Issue”) of the Issuer. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Tax Certificate to which this Exhibit A is attached.

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering price of the notes of the Issue to the Public by the Successful Bidder is the price listed in Schedule A (“Expected Offering Price”). The Expected Offering Price is the price for the notes of the Issue used by the Successful Bidder in formulating its bid to purchase the Issue. Reflected in Schedule B is a true and correct representation of the bid provided by the Successful Bidder to purchase the notes of the Issue.

(b) The Successful Bidder was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Successful Bidder constituted a firm offer to purchase the notes of the Issue.

2. Receipt. The Successful Bidder hereby acknowledges receipt of the notes of the Issue from the Issuer and further acknowledges receipt of all certificates, opinions and other documents required to be delivered to the Successful Bidder, before or simultaneously with the delivery of such notes of the Issue, which certificates, opinions and other documents are satisfactory to the Successful Bidder.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Successful Bidder’s interpretation of any laws, including specifically Sections 103 and 148 and the Regulations thereunder.

[Remainder of page intentionally left blank; signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Troutman Pepper Locke LLP in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: February 28, 2025

FIDELITY CAPITAL MARKETS, A
DIVISION OF NATIONAL FINANCIAL
SERVICES LLC

By: _____

Name:

Title:

SCHEDULE A TO EXHIBIT A
EXPECTED INITIAL OFFERING PRICE TO THE PUBLIC

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/27/2026	Serial Note	4.000%	2.650%	1,195,810.00	101.311%	1,211,487.07
Total	-	-	-	\$1,195,810.00	-	\$1,211,487.07

Bid Information

Par Amount of Bonds.....	\$1,195,810.00
Reoffering Premium or (Discount).....	15,677.07
Gross Production.....	\$1,211,487.07
Total Underwriter's Discount (0.160%).....	\$(1,913.30)
Bid (101.151%).....	1,209,573.77
Total Purchase Price.....	\$1,209,573.77
Bond Year Dollars.....	\$1,192.49
Average Life.....	0.997 Years
Average Coupon.....	3.9999998%
Net Interest Cost (NIC).....	2.8457939%
True Interest Cost (TIC).....	2.7940044%

SCHEDULE B TO EXHIBIT A

SUCCESSFUL BIDDER'S BID

Fidelity Capital Markets - Boston , MA's Bid



Lexington (Town) \$1,195,810 General Obligation Bond Anticipation Notes

For the aggregate principal amount of \$1,195,810.00, we will pay you \$1,209,573.77, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/27/2026	1,195.81M	4.0000	2.6500	101.311

Bid: 101.151000

Premium: \$13,763.77

Net Interest Cost: \$33,935.76

NIC: 2.845794

Time Last Bid Received On:02/19/2025 10:11:46 EST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Fidelity Capital Markets, Boston , MA
Contact: Tricia Kenney
Title: Associate
Telephone:617-775-7523
Fax: 617-692-5949

EXHIBIT B

\$1,195,810
Town of Lexington, Massachusetts
General Obligation Bond Anticipation Notes
Dated February 28, 2025

CERTIFICATE OF THE MUNICIPAL ADVISOR

The undersigned, on behalf of the Municipal Advisor, has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the notes of the Issue in a competitive bidding process in which bids were requested for the purchase of such notes at specified written terms set forth in the Notice of Sale, a copy of which is attached to this certificate as Attachment 1. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Tax Certificate to which this Exhibit B is attached. The competitive sale requirements (as defined in the Notice of Sale) for the notes of the Issue were met. The Municipal Advisor further advises as follows:

1. The notes of the Issue were offered for sale at specified written terms more particularly described in the Notice of Sale, which was distributed to potential bidders.

2. The Notice of Sale was disseminated electronically through PARITY on February 11, 2025. The method of distribution of the Notice of Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the notes of the Issue so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive “last-look”).

4. The Issuer received bids for the notes of the Issue from at least three Underwriters who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor’s knowledge and experience in acting as the Municipal Advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of any written bids received are attached to this certificate as Attachment 2. Bids not reflected in Attachment 2, if any, were received by telephone rather than in writing.

5. The winning bidder for the notes of the Issue was the Successful Bidder, whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the notes of the Issue to the Successful Bidder.

6. The Yield on the Issue is 2.6333589% as shown on the attached Schedule A.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 and the Regulations thereunder.

[Remainder of page intentionally left blank; signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate to which this certificate is attached and with respect to compliance with the federal income tax rules affecting the Issue, and by Troutman Pepper Locke LLP in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, in the preparation of the Internal Revenue Service Form 8038-G, and in providing other federal income tax advice that it may give to the Issuer from time to time relating to the Issue. The Issuer and Troutman Pepper Locke LLP may also rely on the foregoing information for purposes of determining compliance with Section 21A of Chapter 44 of the Massachusetts General Laws, if applicable. No other Persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

Dated: February 28, 2025

HILLTOP SECURITIES INC.

By: _____
Name:
Title:

ATTACHMENT 1 TO EXHIBIT B
NOTICE OF SALE

ATTACHMENT 2 TO EXHIBIT B
COPIES OF WRITTEN BIDS RECEIVED

Fidelity Capital Markets - Boston , MA's Bid



Lexington (Town)
\$1,195,810 General Obligation Bond Anticipation Notes

For the aggregate principal amount of \$1,195,810.00, we will pay you \$1,209,573.77, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/27/2026	1,195.81M	4.0000	2.6500	101.311
Bid:				101.151000
Premium:				\$13,763.77
Net Interest Cost:				\$33,935.76
NIC:				2.845794
Time Last Bid Received On:02/19/2025 10:11:46 EST				

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Fidelity Capital Markets, Boston , MA
 Contact: Tricia Kenney
 Title: Associate
 Telephone:617-775-7523
 Fax: 617-692-5949

Piper Sandler & Co - New York , NY's Bid



Lexington (Town)
\$1,195,810 General Obligation Bond Anticipation Notes

For the aggregate principal amount of \$1,195,810.00, we will pay you \$1,200,641.08, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/27/2026	1,195.81M	3.7500	2.9000	100.823
Bid:				100.404000
Premium:				\$4,831.08
Net Interest Cost:				\$39,887.23
NIC:				3.344875
Time Last Bid Received On:02/19/2025 10:38:40 EST				

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Piper Sandler & Co, New York , NY
 Contact: Christopher DiCerbo
 Title: Underwriter
 Telephone:212-284-9387
 Fax: 212-284-9411

BNYMellon Capital Markets - Pittsburgh , PA's Bid



Lexington (Town)
\$1,195,810 General Obligation Bond Anticipation Notes

For the aggregate principal amount of \$1,195,810.00, we will pay you \$1,205,208.46, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/27/2026	1,195.81M	4.2500	3.0500	101.161

Bid: 100.785950
Premium: \$9,398.46
Net Interest Cost: \$41,282.29
NIC: 3.461861
Time Last Bid Received On:02/19/2025 10:25:51 EST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: BNYMellon Capital Markets, Pittsburgh , PA
Contact: Andrew Wandler
Title: Trader
Telephone:212-815-8282
Fax:

ATTACHMENT 3 TO EXHIBIT B
BID COMPARISON

Bidder	Underwriter	Principal	Coupon Rate	Premium	Interest	Net Interest	NIC	Prorata Premium	Prorata Interest	Award	Reoffering Yield
Fidelity Capital Markets	•	\$1,195,810	4.00%	\$13,763.77	\$47,699.53	\$33,935.76	2.8458%	\$13,763.77	\$47,699.53	\$1,195,810	2.65%
Oppenheimer & Co.	•	\$1,195,810	4.00%	\$8,555.00	\$47,699.53	\$39,144.53	3.2826%				
Piper Sandler & Co.	•	\$1,195,810	3.75%	\$4,831.08	\$44,718.31	\$39,887.23	3.3449%				
BNYMellon Capital Markets	•	\$1,195,810	4.25%	\$9,398.46	\$50,680.75	\$41,282.29	3.4619%				
Award Totals								\$13,763.77	\$47,699.53	\$1,195,810	

SCHEDULE A TO EXHIBIT B
PROOF OF YIELD ON THE ISSUE

Proof of Bond Yield @ 2.6333589%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
02/28/2025	-	1.0000000x	-	-
02/27/2026	1,243,509.53	0.9742483x	1,211,487.07	1,211,487.07
Total	\$1,243,509.53	-	\$1,211,487.07	-

Derivation Of Target Amount

Par Amount of Bonds.....	\$1,195,810.00
Reoffering Premium or (Discount).....	15,677.07
Original Issue Proceeds.....	\$1,211,487.07

EXHIBIT C
SPENDING SCHEDULE

Renewal Money Purpose	This Issue	Spent to Date 2/28/2025	Spent by Original Issue Date - 9/27/2024	Spent By 3/27/2025	Spent By 9/27/2025	Spent By 3/27/2026	Spent By 9/27/2026
Automatic Meter Reading System	\$100,000	\$100,000	\$58,337	\$100,000	\$100,000	\$100,000	\$100,000
Route 4/225 Improvements (Hartwell Design)	\$300,000	\$300,000	\$217,499	\$300,000	\$300,000	\$300,000	\$300,000
Pump Station Upgrades	\$200,000	\$200,000	\$79,716	\$200,000	\$200,000	\$200,000	\$200,000
LHS Feasibility Study	\$500,000	\$500,000	\$484,883	\$500,000	\$500,000	\$500,000	\$500,000
Total	\$1,100,000	\$1,100,000	\$840,435	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000

New Money Purpose	This Issue	Date of First Expenditure*	Spent by Original Issue Date - 2/28/2025	Spent By 8/28/2025	Spent By 2/28/2026	Spent By 8/28/2026	Spent By 2/28/2027
LHS Improvements - Planning Offices and Library	\$95,810	9/20/2024	\$95,810	\$95,810	\$95,810	\$95,810	\$95,810
Total	\$95,810		\$95,810	\$95,810	\$95,810	\$95,810	\$95,810

*If the Town is using new money BAN proceeds to reimburse itself for prior expenditures made for this project, please include the date of the first such expenditure to be reimbursed using the proceeds of this new money portion of the borrowing (as opposed to the date the first expenditure that may have been made on the project as a whole).

(Please Note: The following certificate is an essential part of the permanent record and creates ongoing obligations of the Issuer. Please read it carefully before signing. Advise Troutman Pepper Locke LLP of any inaccuracy.)

SIGNIFICANT EVENTS DISCLOSURE CERTIFICATE

This Significant Events Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Town of Lexington, Massachusetts (the “Issuer”) in connection with the issuance of \$1,195,810 General Obligation Bond Anticipation Notes dated February 28, 2025 (the “Notes”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Notes and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. For purposes of this Disclosure Certificate the following capitalized terms shall have the following meanings:

“Listed Events” shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board as established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Certificate. Filing information relating to the MSRB is set forth in Exhibit A attached hereto.

“Obligated Person” shall mean the Issuer.

“Owners of the Notes” shall mean the registered owners, including beneficial owners, of the Notes.

“Participating Underwriter” shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Reporting of Significant Events.

(a) The Issuer shall give notice, in accordance with the provisions of this Section 3, of the occurrence of any of the following events with respect to the Notes:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes.
7. Modifications to rights of the Owners of the Notes, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the Notes, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person.*
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect Owners of the Notes, if material.†

* As noted in the Rule, this event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of an Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

† For purposes of event numbers 15 and 16 in Section 3(a) of this Disclosure Certificate, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” excludes municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties.[†]

(b) Upon the occurrence of a Listed Event, the Issuer shall, in a timely manner not in excess of ten (10) business days after the occurrence of the event, file a notice of such occurrence with the MSRB.

SECTION 4. Transmission of Information and Notices. Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 5. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or payment in full of all of the Notes.

SECTION 6. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate the sole remedy under this Disclosure Certificate shall be an action for specific performance of the Issuer's obligations hereunder and not for money damages in any amount. Any failure by the Issuer to comply with any provision of this Disclosure Certificate shall not constitute a default with respect to the Notes.

SECTION 7. Amendment. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived if such amendment or waiver is permitted by the Rule, as evidenced by an opinion of counsel expert in federal securities law (which may also include bond counsel to the Issuer) to the effect that such amendment or waiver would not cause this Disclosure Certificate to violate the Rule.

[Remainder of page intentionally left blank; signature page follows.]

SECTION 8. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Owners of the Notes from time to time, and shall create no rights in any other person or entity.

Date: February 28, 2025

TOWN OF LEXINGTON,
MASSACHUSETTS

By: _____
Treasurer

Select Board

EXHIBIT A

Filing information relating to the Municipal Securities Rulemaking Board is as follows:

Municipal Securities Rulemaking Board

<http://emma.msrb.org>

143359975v.1

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Update - 2025 ATM Warrant Article 8 - Appropriate Funding to Construct a Playground at Fletcher Park (Citizen Petition) to be IP'd

PRESENTER:

Jayne Shapiro

ITEM NUMBER:

1.4

SUMMARY:

Category: Decision-Making

Proponent will give a quick overview about the article they are going to indefinitely postpone at Annual Town Meeting and what the plan is for bringing it to another town meeting.

SUGGESTED MOTION:

n/a

FOLLOW-UP:

n/a

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

7:20pm

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Art 8 Fletcher playground motion (IP)	Backup Material
<input type="checkbox"/> Original Presentation Information - (Article to be IP'd)	Backup Material

Town of Lexington
Motion
2025 Annual Town Meeting

**ARTICLE 8 APPROPRIATE FUNDING TO CONSTRUCT A PLAYGROUND IN FLETCHER
PARK (Citizen Petition)**

MOTION: That this article be indefinitely postponed.

(01/28/2025)

Fletcher Park Playground

Lexington Town Meeting, March 2025
Citizen's Petition in [Town Warrant]

[indefinitely postponed]

Citizen's Petition (March 2025)

[Indefinitely Postponed]

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 act in any other manner in relation thereto. Fletcher Park is next to the Lexington Police Station, 1557 Massachusetts Avenue. Fletcher Park is abutted by Massachusetts Avenue, Fletcher Avenue, Woburn Street and the Massachusetts Commuter Bikeway.

DESCRIPTION: Structures should 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. This playground area could co-exist with other permitted uses of the park (e.g. Farmers' Market) and would include seating for caregivers and parents.

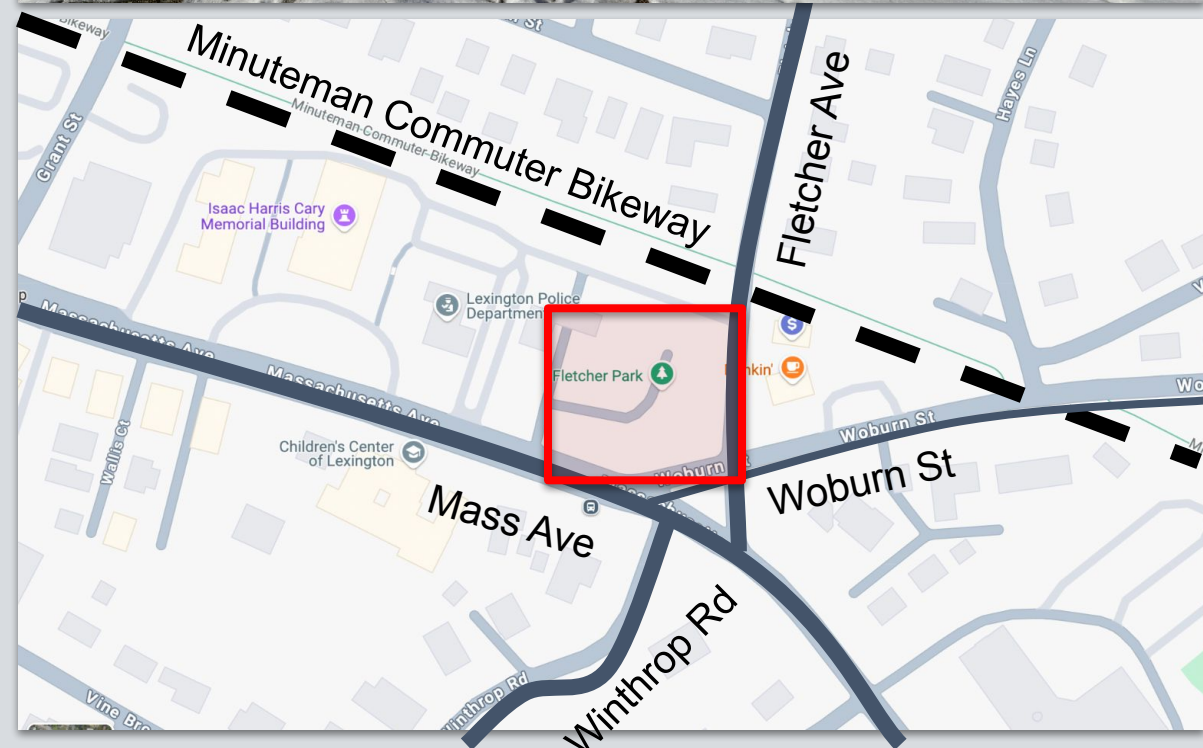
Executive Summary

What	<ul style="list-style-type: none">● 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 act in any other manner in relation thereto.
Why	<ul style="list-style-type: none">● To provide a safe, ADA, playground option in Lexington Center that is accessible for families who are in Lexington Center for shopping, meals, bike rides and/or tourism.
Where	<ul style="list-style-type: none">● Fletcher Park. Situated in a highly visible and accessible location in Lexington center. Abuts Mass Ave, Fletcher Ave, Woburn St and the Minuteman Commuter Bikeway.
Who	<ul style="list-style-type: none">● Relevant Committees and Municipal Offices, interested citizens and neighbors.
Ask	<ul style="list-style-type: none">● Appropriate sum of money to fund appropriate studies (ADA, environmental), design of new playground, stakeholder communications, and construction.

Fletcher Park

Owned by town of Lexington; under management of the Town Manager's office and maintained by Public Works.







- Additional permitted uses: Farmer's Market in 2026, TBD others
- Nearby businesses: Dunkin' Donuts, Lexington Children's Center, Lexington MA FCU
- Nearby Town offices: Lexington Police Station, Cary Hall, Lexington Town offices

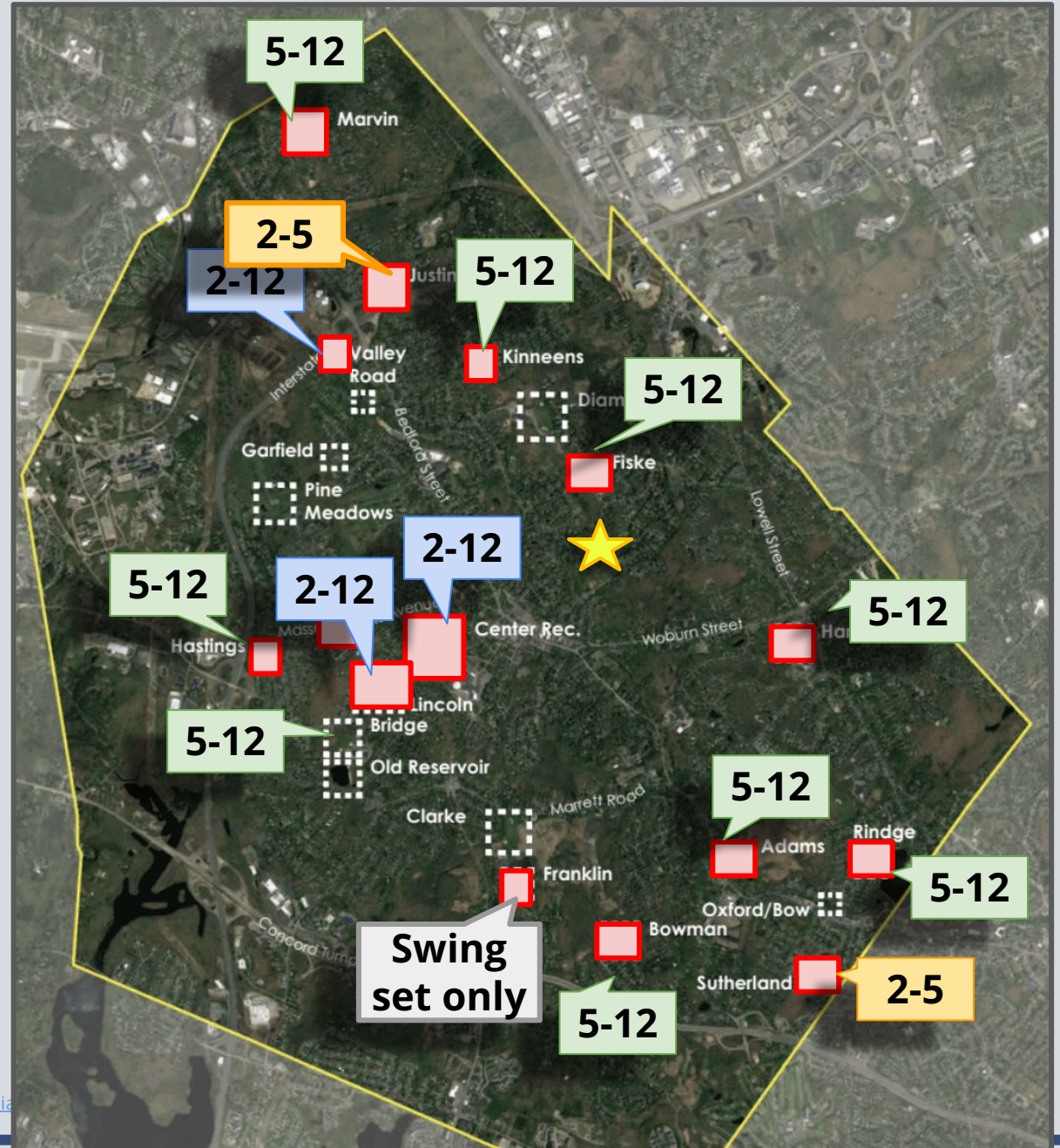


Beneficiaries

Children ages 2-12

- Residents behind Lex Ctr, and East & South
- Families visiting town center to shop and eat
- Minuteman bike path riders with kids in tow
- Lexington Center visitors with kids in tow
- Families visiting Farmer's Market, etc.

	Fletcher Park: proposed location for new playground for 2-12
	Swing set only playground (2-12 swings)
	Playgrounds with structures for 2-5 and 5-12
	Playgrounds with structures for 5-12
	Playgrounds with structures for 2-5 only
	Playgrounds listed on Town of Lexington Recreation Pages



Other beneficiaries

Lexington Center businesses

- Vendors and performers at other Fletcher Park permitted activities: e.g. Farmer's Market, BBQ, concerts.



All Image Sources::Tour Lexington: [Lexington Farmers' Market](#)



AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Presentation - 2025 ATM Warrant Article 27 - Allow 16 Year olds Voting Rights in Municipal Elections (Citizen Petition)

PRESENTER:

Kunal Botla

ITEM NUMBER:

I.5

SUMMARY:

Category: Decision-Making

Proponent will give a quick overview about the article they are bringing to Annual Town Meeting and answer questions from the Board.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

7:25pm

ATTACHMENTS:

Description	Type
☐ Art 27 allow 16 yo to vote motion.	Backup Material
☐ Article 27 Presentation	Presentation

Town of Lexington

Motion

2025 Annual Town Meeting

**ARTICLE 27 ALLOW 16 YEAR OLDS VOTING RIGHTS IN MUNICIPAL ELECTIONS
(Citizen Petition)**

MOTION:

That the Select Board be authorized to petition the General Court of the Commonwealth of Massachusetts to enact legislation in substantially the form below to grant the Town of Lexington the authority to endow legal voting rights in municipal elections for Town of Lexington residents aged 16 and 17 years old, and further that the Select Board be authorized to approve amendments to said act by the General Court before its enactment that are within the scope of the general objectives of this motion.

“An Act granting the Town of Lexington the authority to endow legal voting rights in municipal elections for Town of Lexington residents aged 16 and 17 years old.”

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the provisions of Section 1 of Chapter 51 of the General Laws or any other general or special law, rule, or regulation to the contrary, any individual aged 16 or 17 years old residing in the Town of Lexington, who is ineligible to vote under state law due to age, but who is otherwise eligible to vote under state law, may upon application have their names entered on a list of voters established by the office of the town clerk for the Town of Lexington. Such individuals on the list of voters may vote in any election for local offices and local ballot questions in accordance with this Act. For the purposes of this Act, "local voters" are anyone who is eligible to vote pursuant to this Act in a local election or upon a local ballot question in the Town of Lexington.

SECTION 2. Said office of the town clerk shall establish a separate registration list for local voters who shall fill out an alternative registration form. Upon turning eighteen, each local voter shall be taken off said list and notified that he or she must register as a regular voter in accordance with state law, regulations, and guidelines, in order to be eligible to vote. Said office shall create and print, at the Town of Lexington's expense, the special registration form needed for the purpose of registering local voters.

SECTION 3. Said board is hereby authorized to promulgate regulations, guidelines and forms to implement the purpose of this act.

SECTION 4. If a local ballot question appears on a state election ballot, the office of the Town Clerk shall print a separate ballot for the local ballot question at the expense of the Town of Lexington.

SECTION 5. The Town of Lexington is hereby authorized to pass ordinances to implement the purpose of this act subject to all the provisions of Chapter 215, Acts of 1929 and Chapter 753, Acts of 1968, as amended.

SECTION 6. Nothing in this act shall be construed to confer upon local voters the right to vote for any state or federal office or any state or federal ballot questions.

(02/13/2025)

Annual Town Meeting Article 27

**Citizen's Petition to Authorize Petition for Special Legislation for
Allow 16 Year Olds Voting Rights in Municipal Elections**

Today

Young Lexingtonians (Ages 16 & 17):

- Have a stake in the Town's affairs;
- Are not exempt from taxes funding the Town;
- Are the target of a large amount of the Town's funding;
- However, don't have a direct voice in the Town's elections.

Town Elections:

- Have a low turnout, but significant local implication;
- Youth are more likely to continue voting in future elections.`

Current Engagement

Young Lexingtonians have active, full involvement many committees. Including:

- Youth Engagement Award
- Transportation Advisory
- Bike Advisory
- Design Advisory
- School Building
- “SustainabLY” —a subcommittee of the Sustainable Lexington Committee

Additionally, a number of committees and boards have student liaisons or representatives because of how important the youth voice is.

Proposal

Lexington approve a petition for home rule legislation that grants the Town the authority to allow 16 and 17 years old who would otherwise be qualified to vote, the ability to vote in municipal elections.

Following action from Town Meeting, the State Legislature will go through its process with Lexington and other towns/cities to consider legislation.

The State Legislature will hold hearings and consider details similar to how other changes to voting measures are.

Others Municipalities in Massachusetts

In the current session or approved petition

- City of Boston
- City of Cambridge
- City of Somerville
- Town of Southborough
- Town of Acton
- Town of Brookline
- Town of Amherst
- City of Northampton
- Town of Whately
- Town of Conway
- Town of Sunderland

Benefits

Young Lexingtonians (Ages 16 & 17):

- Are introduced to voting through municipal elections;
- Are more likely to continue voting in future Town elections;
- Gain familiarity with their local government;
- Gain direct democratic representation in their Town government;
- Are more involved in the Town they are already beginning to involve themselves with.

Joining Our Surrounding Communities!

Town Meeting can vote for Lexington to join our surrounding communities in starting the process of empowering the actively involved youth of the Town with the ability to vote in municipal elections and be truly represented by democracy.

Town Meeting's action is only the beginning of a process that will join state-wide conversation about municipal voting.

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Presentation - 2025 ATM Warrant Article 25 - Amendment to Town Meeting Management Provisions in Town Bylaws (Citizen Petition)

PRESENTER:

Bridger McGaw and Tanya Gisolfi-McCready

ITEM NUMBER:

I.6

SUMMARY:

Category: Decision-Making

Proponent will give a quick overview about the article they are bringing to Annual Town Meeting and answer questions from the Board.

SUGGESTED MOTION:

n/a

FOLLOW-UP:

n/a

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

7:40pm

ATTACHMENTS:

Description	Type
□ Presentation Article 25	Presentation

Article 25: Amendment to Town Meeting Management Provisions in Town Bylaws (Citizen Petition)

TMMA Executive Committee Review

The Town Meeting Member Association Executive Committee appointed a working group to review the current Bylaws. The group, along with the Town Moderator, reviewed these key issues:

- Start times for Town Meetings
- Guidelines for reconsideration, new information requirement
- Amendment procedures
- "Moving the Question" protocols
- Transition from Roberts Rules of Order to Town Meeting Time (Massachusetts Moderators Association)

The Working Group Recommends Three Bylaw Changes

Changes recommend to two Sections of the Bylaws:

Ch 118 Article III “Transaction of Municipal Business”

Ch 118 Article III §118-15A & 118-15B and

Ch 118 Article III §118-19: “Further Rules of Procedure”

Language Change To Reflect Current Practice

Proposed Changes to Section 118-15A

§118-15 A: Previous Question

- **Change Section A (Current):** “The previous question shall be put in the form: "Shall the question on the amendment now be put?" for an amendment or, alternatively, "Shall the main question now be put?" for a main motion and all debate shall be suspended until the previous question is decided.
- **To Section A (Replacement):** with “The previous question shall be put in the form, ‘I move the previous question.’ This form can be used for main motions and amendments and all debate shall be suspended until the previous question is decided.”

Ending Debating 2/3 Vote

Proposed Changes to Section 118-15B

§118-15 B: Previous Question

- **Change Section B (Current):** “The adoption of the previous question shall put an end to all debate on the motion under consideration except as provided in §118-13(I) of this article.”
- **To Section B (Amend):** “The adoption of the previous question shall require a 2/3 vote to pass and put an end to all debate on the motion under consideration except as provided in §118-13(I) of this article.

Procedural Reference to Reflect Current Practice

- **Section 118-19: Further Rules of Procedure**

- **Current Reference:** The procedure and conduct of the business meetings of the Town not herein provided for shall be governed by "Roberts' Rules of Parliamentary Practice" so far as they are applicable and are not inconsistent with the bylaws of the Town.
- **Update Reference To:** The procedure and conduct of the business meetings of the Town not herein provided for shall be governed by latest edition of "Town Meeting Time" adopted by the Massachusetts Moderators Association so far as they are applicable and are not inconsistent with the bylaws of the Town.

Copies of Town Meeting Time are available at Cary Library

THANK YOU!

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Discussion - 2025 ATM Select Board Article Presenters, Discussion and Positions

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

I.7

SUMMARY:

Category: Informing

The Board may take up discussion on the 2025 Annual Town Meeting Articles and/or Select Board article positions.

Town Website - Annual Town Meeting 2025.

<https://lexingtonma.gov/2266/2025-Annual-Town-Meeting>

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

8:00pm

ATTACHMENTS:

Description	Type
 Select Board Working Document - Positions 2025 ATM	Backup Material

Select Board Positions
Working Document

#	Article Name	PLACEHOLDER FOR AN 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					Y	Y	Y	Y	
Financial Articles										
4	Appropriate FY2026 Operating Budget		DL			Y	Y	Y	Y	
5	Appropriate FY2026 Enterprise Funds Budgets		TBD			Y	Y	Y	Y	
6	Amend Fy2025 Operating, Enterprise And CPA Budgets		MS			Y	Y	Y	Y	
7	Sustainable Projects		JP							
8	Appropriate Funding To Construct a Playground In Fletcher Park (Citizen Petition)	2/24/2025								
9	Establish and Continue Departmental Revolving Funds		JH							
10	Appropriate The FY2026 Community Preservation Committee Operating Budget And CPA Projects 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	1/27/2025	MS			W	Y	Y	Y	
11	Appropriate For Recreation Capital Projects		JH							
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	PLACEHOLDER FOR AN UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	Proposed CNSNT (PC)	Possible IP (?)	DL	JP	JH	MS	
12 (cont.)	d) Sidewalk Improvements		JP							
	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		JP							
	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		JP							
18	Rescind Prior Borrowing Authorizations									
19	Establish, Amend, Dissolve And Appropriate To And From Specified Stabilization Funds		TBD							
20	Appropriate For Prior Years' Unpaid Bills									
21	Appropriate For Authorized Capital Improvements.									
General Articles										

Select Board Positions
Working Document

#	Article Name	PLACEHOLDER FOR AN UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	Proposed CNSNT (PC)	Possible IP (?)	DL	JP	JH	MS	
22	Select Board To Accept Easements					Y	Y	Y	Y	
23	Dispose Of 116 Vine Street	3/10/2025	MS			W	Y	Y	Y	
24	Authorize The Town Of Lexington To Prohibit Or Restrict The Application Of Second Generation Anticoagulant Rodenticides (Citizen Petition)	2/3/2025	JH			Y	Y	Y	Y	
25	Amendment To Town Meeting Management Provisions In Town Bylaws (Citizen Petition)		DL							
26	Local Voting Rights For Lawful Permanent Residents (Citizen Petition)	2/14/2025	JH			W	Y	Y	Y	
27	Allow 16 Year Olds Voting Rights In Municipal Elections (Citizen Petition)	2/24/2025	DL							
28	Accurate Reporting On The Negative Aspects Of Lithium-Ion Batteries (Citizen Petition)	1/27/2025	MS			Y	Y	W	W	
Zoning Articles										
29	Amend Zoning Bylaw - Bicycle Parking	3/10/2025	MS							
30	Amend Zoning Bylaw - Inclusionary Housing For Special Residential Developments	3/10/2025	JH							
31	Amend Zoning Bylaw - National Flood Insurance (NFI) District	3/10/2025	DL							
32	Amend Zoning Bylaw And Map - Technical Corrections	3/10/2025	TBD							
33	Amend Zoning Bylaw - Accessory Uses	3/10/2025	JP							
34	Amend Section 7.5 Of The Zoning Bylaw To Reduce Multi-Family Dwelling Unit Capacity (Citizen Petition)									

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Hearing for Liquor License Compliance Check Violation - Second Violation Ixtapa

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

I.8

SUMMARY:

Category: Hearing

On Tuesday, December 17, 2024 Alcohol Compliance Checks were conducted by the Lexington Police Department on establishments in Lexington that sell or serve alcoholic beverages. During this compliance check an incident of serving alcohol to under age person occurred at Ixtapa Restaurant. The Officers indicated that there would be a follow up from the Select Board to the incident. This is the 2nd offense for Ixtapa Restaurant within 3 years. The previous violation occurred on August 14, 2024.

Sale or service of alcohol to under age persons is a violation of Massachusetts General Laws and the Lexington Alcohol Licensing Board. The Lexington Select Board and Police Department share with business owners/manager and members of the Lexington community, the common goal of consistent responsible sales of alcohol.

In accordance with the Select Board Alcoholic Beverages Enforcement Regulation, the following courses of action are 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 a course of action.

Jose Brambila, Ixtapa Restaurant Owner and Manager on Record on the Liquor License, was informed that for Ixtapa's 2nd offense he must attend this hearing before the Select Board. He was instructed to provide to the Select Board Office, prior to the meeting, copies of the Alcohol Training certificates showing that all wait staff and managers have been trained in alcohol awareness.

The Board will hear from the restaurant owner and then make a determination of the course of action to be taken for this second violation.

SUGGESTED MOTION:

Suggested Motion:

to suspend the restaurant liquor license of Ixtapa Restaurant for a period of 3 days with 2 days put in abeyance unless there is another violation within one year, then number of days suspension will then be doubled. Further that the 1-day liquor suspension will be served on the same day of the week as the violation occurred (Tuesday).

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

8:05pm

ATTACHMENTS:

	Description	Type
☐	2nd Offense Letter to Ixtapa	Backup Material
☐	Police Incident Report details of Ixtapa 1st Violation and 2nd Violation events	Backup Material
☐	Select Board Alcohol Enforcement Regulations	Backup Material

Kim Katzenback

From: Kim Katzenback
Sent: Thursday, February 6, 2025 1:00 PM
To: 'jbramb2@comcast.net'
Cc: Samantha Lino
Subject: Attendance at 2/24/2025 Select Board Hearing required in response to Ixtapa's 2nd Offense during liquor license compliance checks.

Importance: High

Jose,

On Tuesday, 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 Ixtapa Restaurant and indicated that there would be a follow up from the Select Board to the incident. This is the 2nd offense for Ixtapa Restaurant within 3 years.

Sale or service of alcohol to under age persons is a violation of Massachusetts General Laws and the Lexington Alcohol Licensing Board. 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. 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 2nd offense you must attend a hearing before the Select Board that has been scheduled for Monday, February 24, 2025 at their 6:30pm meeting. Please provide the Select Board Office, prior to the meeting, a copy of the certificate(s) showing that all wait staff and managers have been trained in alcohol awareness. Please contact the Select Board Office at 781-698-4581 if you have any questions regarding this hearing or the information to be provided.

Kindly reply to this email to confirm you attendance to this hearing.

Regards,
Kim

Kim Katzenback

Office Manager/Executive Clerk

Select Board

Town of Lexington

1625 Massachusetts Avenue

Lexington, MA 02420

781-698-4581

SelectBoard@lexingtonma.gov

Kkatzenback@lexingtonma.gov

Please note – Town Office Building, 1625 Massachusetts Ave, Hours of Operation are: Mon, Wed, Thurs 8:30am - 4:30pm; Tues 8:30am – 7:00 pm and Fri 8:30 am – 1:00 pm.

Details from Police Compliance Check Incident Reports Ixtapa 1st Violation and 2nd Violation events

1st Violation - August 14, 2024

Details from Lexington Police Incident report (names were removed for privacy)

At approximately 5:40 pm, on Wednesday, August 14, 2024 “assigned youth volunteer” entered Ixtapa Cantina restaurant located at 177 Massachusetts Avenue Lexington, MA 02420. Upon entering the establishment, “youth volunteer” was seated. His server, approached the table and asked if he would like anything to drink. At this time “youth volunteer” ordered a Budlight. (the) “Server” took the order without asking for identification from “youth volunteer”. Upon returning to the table with the drink, “Server” placed the Budlight on the table.

Detective Hankins was then notified by “youth volunteer” that he had been served alcohol. Detective Sullivan and Detective Hankins entered the establishment and located “youth volunteer” who was able to confirm which server had served him. Detective Hankins advised “youth volunteer” to exit the establishment and wait for us outside. After identifying themselves, (Detective Hankins and Detective Sullivan) to “Server”, they explained the compliance program and advised her that an underage youth had been served alcohol without being properly identified as meeting the legal age requirement of 21 years of age. “Server” was apologetic. Detective Hankins asked “Server” if there was a manager on duty whom we could speak with. She then spoke to Jose Brambila where she explained the compliance checks and advised that one of his servers had just served an underage individual without asking for their identification. Prior to leaving, the Detectives explained to Brambila that they would be completing a report in regards to the incident, which would be forwarded to the Select Board.

2nd Violation – December 17, 2024

Details from Lexington Police Incident report (names were removed for privacy)

At approximately 3:38 pm, on Tuesday, December 17, 2024 “youth volunteer” entered Ixtapa Cantina located at 177 Massachusetts Avenue in Lexington, MA 02420. Upon entering the establishment, “youth volunteer” was seated. His server approached the table and asked if he would like anything to drink. At this point, “youth volunteer” ordered a Corona. (the) “Server” took the order without asking for an identification from “youth volunteer”. Upon returning to the table with the drink, “Server” placed the Corona on the table.

Detective Hankins was notified by “youth volunteer” that he was served alcohol. Detective Hankins then entered the establishment and located “youth volunteer” who was able to confirm which server had served him. Detective Hankins advised “youth volunteer” to leave the establishment and wait outside. Detective Hankins identified herself and explained the compliance program and advised “Server” that an underage youth had been served alcohol without being properly identified as meeting the legal age requirement of 21 years of age. Detective Hankins asked if there was a manager on duty who she could speak with. She then spoke with Jose Brambila where she explained the compliance checks and advised him that one of his servers had just served an underage individual without asking for their identification. Prior to leaving, Detective Hankins explained to Brambila that we would be completing a report in regards to this incident, which would be forwarded to the Select Board.

BOARD OF SELECTMEN REGULATION

ALCOHOLIC BEVERAGES – ENFORCEMENT

Date Approved by BOS:

Signature of Chair:

March 15, 2010

Norman P. Cohen

I. PURPOSE AND SCOPE

The Board of Selectmen is duly authorized by statute to issue and to regulate alcoholic beverage licenses. As a result, the Board of Selectmen is the primary enforcement agency for compliance with ABCC, and town regulations governing alcohol. The Police Department also conducts compliance checks on all establishments that hold alcohol beverage licenses. The purpose of enforcement is not punitive, but for education and to ensure these regulations are consistently followed and applied. It is in the community's best interest for all to understand the benefits of complying with the laws governing alcohol.

II. APPLICATION

1. The licensee is responsible, whether present or not, for ensuring that no disorder, disturbance, or illegality takes place in or on a licensed premises.
2. Violations may include, but not be limited to, service to an underage person, sale or delivery to intoxicated persons, use of narcotics on the premises, gambling, failure to meet any of the terms of the regulations of the Board of Selectmen.
3. Periodically, the police conduct stings and checks at licensed locations for compliance. When checks take place, the police shall use the guidelines from the ABCC for compliance checks.
4. 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 involved; 2nd offense – hearing before the Board of Selectmen to determine action including suspension and revocation of license. Circumstances may necessitate more serious consequences on any violations.
5. Violations of other rules and regulations will be brought to the attention of the Board of Selectmen who shall determine whether or not a hearing is necessary. In most cases, a hearing will be held to determine what, if any, action should be taken.
6. All violations and complaints received about licensed establishments shall be in writing and placed in the file of the licensee.

7. At the time of license renewal and/or changes to the license, the Board of Selectmen will be made aware of any violations or complaints in the last three years and may use that as a basis for action on the license renewal or change.
8. Upon notice of violations or complaints, the license holder shall provide to the Board of Selectmen evidence of steps taken to address the violation or of mitigating circumstances. Failure to respond could result in revocation or suspension of liquor license. Information provided to the Board shall be placed in the licensee's file and may be considered as a basis for action on the license renewal or change.
9. The license holder has the right to appeal any decision of the Board of Selectmen within five (5) days of the decision to ABCC.

III. BACKGROUND

When violations occur to the rules and regulations regarding alcohol license, it is the Board of Selectmen who is ultimately responsible for enforcing the regulations in conjunction with the Police Department. This enforcement policy is intended to provide guidance to all licensees of their obligations and the consequences for not following applicable laws and regulations.

IV. REFERENCE

Adopted by the Board of Selectmen October 4, 2004.

This regulation was amended by the Board of Selectmen on March 15, 2010.

MGL Chapter 138

ABCC Guide to Liquor Laws of the Commonwealth

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Proclamation: Lexington Historical Society

PRESENTER:

Doug Lucente, Chair

ITEM NUMBER:

I.9

SUMMARY:

Category: Decision-Making

A request was received from the Historical Society seeking approval of a proclamation recognizing the Lexington Historical Society for its role in supporting the observance of the 250th anniversary of the Battle of Lexington. The proclamation acknowledges the Society's efforts in organizing community events, exhibitions, and the opening of the renovated Depot museum, which will contribute to the Town's Semiquincentennial celebrations.

The Select Board is being asked to review and consider approving this proclamation.

SUGGESTED MOTION:

Move to approve and sign the proclamation recognizing the Lexington Historical Society's trained members as ambassadors to the Town's commemoration of the 250th anniversary of the Battle of Lexington.

FOLLOW-UP:

Select Board Office.

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

8:20pm

ATTACHMENTS:

Description	Type
☐ 2025 Historical Society Ambassadors Proclamation	Backup Material



Town of Lexington, Massachusetts

SELECT BOARD OFFICE

PROCLAMATION

- WHEREAS,** the observance of the 250th anniversary of the April 19, 1775 Battle of Lexington will bring the approbation and attention of the nation and the world to the Town throughout April 2025 and beyond; and
- WHEREAS,** the Town and its people are exerting their full energy in the cause of commemorating and celebrating this momentous milestone; and
- WHEREAS,** Lexington Historical Society has a longstanding and well-earned reputation as the premier interpreter and celebrant of all aspects of the Town's past, with a particular focus on the events of April 19, 1775; and
- WHEREAS,** Lexington Historical Society has observed and will to continue to observe the profound importance of the moment for Lexington by preparing and presenting a broad and deep variety of exhibitions, re-enactments, dramatic performances, lectures and panel discussions, and community celebrations; and
- WHEREAS,** these programs and activities are making and will continue to make a crucial difference in the richness and quality of the Town's response to the nation's need for a compelling examination and commemoration of the Battle of Lexington and the events adjacent to it;
- WHEREAS,** in pursuit of the fullest possible exposition and appreciation of this extraordinary moment, Lexington Historical Society is presenting the preponderance of events and interpretations residents and visitors will experience in conjunction with the Semiquincentennial here; and
- WHEREAS,** Lexington Historical Society is readying the Town's first museum of local history at the Lexington Depot, as a focal point for display of the Society's vast collection of artifacts, and as a pivotal facet of the campaign to revitalize the Town's Center business district and principal civic space; and
- WHEREAS,** the opening of the transformed Depot museum is planned specifically to augment the Town's sense of pride in its past and excitement for its future as we welcome the world to herald our singular role in America's founding; and

NOW, THEREFORE, WE, THE SELECT BOARD of the Town of Lexington, Massachusetts, do hereby recognize Lexington Historical Society Trained Members as

Ambassadors of the Battle of Lexington Semiquincentennial

IN WITNESS WHEREOF, we have set our hands and caused the seal of Lexington to be affixed herewith on the 24th of February, 2025.

DOUGLAS M. LUCENTE, CHAIR

JOSEPH N. PATO

SUZANNE E. BARRY

JILL I. HAI

MARK D. SANDEEN

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Discussion - Special Town Meeting 2025-1 - Select Board Article Discussion and Positions

PRESENTER:

Board Discussion

ITEM NUMBER:

I.10

SUMMARY:

Category: Informing

The Board may take up discussion on the Special Town Meeting 2025-1 Articles and/or Select Board article positions.

Town Website - Annual Special Town Meeting 2025.

<https://lexingtonma.gov/2265/2025-1-Special-Town-Meeting>

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/24/2025

8:25pm