

SELECT BOARD MEETING  
Monday, September 19, 2022  
Conducted by Remote 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 Concerns and Liaison Reports

**TOWN MANAGER REPORT**

1. Town Manager Weekly Update

**CONSENT AGENDA**

1. Battle Green Use Request - Lexington Veterans Association
2. Approve One-Day Liquor Licenses
3. Approve Select Board Report for Fiscal Year 2022 Annual Town Report
4. Select Board Committee Reappointments & Resignation
5. Approve and Sign Proclamation - Recognition of Winston E. "Pat" Flynn

**ITEMS FOR INDIVIDUAL CONSIDERATION**

1. Public Hearing: All-Alcohol Package Store Liquor License - Art's Specialties, LLC, 6:40pm  
1666 Massachusetts Avenue, Unit H
2. Liquor License - Change of Manager and Change of Corporate Name - The Upper Crust Pizzeria, 41 Waltham Street 6:55pm
3. Discussion of Additional Funding Requests Under American Rescue Plan Act (ARPA) 7:05pm
4. Special Town Meeting 2022-3 7:25pm
  - Presentation - STM 2022-3 Article: Appropriate for Public Facilities Capital Projects (Town Pool Domestic Hot Water Heater)
5. Update on Liberty Ride 7:40pm
6. Approve Town Office Building Employee Parking Plan During Police Station Construction 7:55pm

## ADJOURN

### 1. Anticipated Adjournment

8:10pm

The Select Board meeting packet is typically available at least one business day in advance of the meeting: <https://lexington.novusagenda.com/agendapublic/>

***Members of the public can view the meeting webinar from their computer or tablet by clicking on the following link at the time of the meeting:***

<https://us06web.zoom.us/j/81038273879?pwd=dkhVeXkwdmIycDNTeWQ4dHIYY3Bhdz09>

iPhone one-tap:

+13126266799,,81038273879# or +16469313860,,81038273879#

Telephone: +1 312 626 6799 or +1 646 931 3860 or +1 929 436 2866 or +1 301 715 8592 or +1 346 248 7799 or +1 386 347 5053 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 810 3827 3879

Passcode: 919195

\*An Act Relative to Extending Certain State of Emergency

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

A Summit meeting of the Select Board, School Committee, Appropriation Committee and Capital Expenditures Committee will be held on Thursday, September 29, 2022 at 7:00pm via remote participation.

The next regularly scheduled meeting of the Select Board will be held on Monday, October 3, 2022 at 6:30pm via remote participation.

*Hearing Assistance Devices Available on Request*

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

**LexMedia**  
Recorded by LexMedia

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Select Board Member Concerns and Liaison Reports

### **PRESENTER:**

Select Board Members

### **ITEM NUMBER:**

LR.1

### **SUMMARY:**

Please see the attached Select Board Member Concerns and Liaison Reports for the September 19, 2022 meeting. Under this item, Select Board Members can also comment on any additional points and concerns.

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

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

9/19/2022

### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Select Board Concerns and Liaison Reports - September 19, 2022	Backup Material

## Select Board Concerns and Liaison Reports – September 19, 2022

Suzie Barry:

### **Greenways Corridor Committee (GCC)**

- The Greenways Corridor Committee (GCC) met on Thursday 9/8/22 via Zoom. They have updated their Committee Charge to more accurately reflect the work they are currently engaged in and look to be doing. They would like to add up to 3 non-voting associate member positions so as to not lose the skill set and institutional memory of longtime members when they move from town and are still engaged with the Committee. They will be submitting the updated charge for approval at a future Select Board meeting. Please let me know if anyone needs further information from GCC prior to it coming to a future agenda and we can arrange that discussion.

### **Monuments & Memorials Committee**

- The Monuments & Memorials Committee met on Thursday, 9/8/22 via Zoom and is making active progress on their crowdsourcing project to help locate, identify and research monuments and memorials in Town. The Committee is also in the process of working on the draft of their policies and procedures manual and has reached out to several stakeholder groups for input.

### **Board of Library Trustees**

- A reminder that the Full Board meeting of the Cary Library Trustees is currently scheduled for **Wednesday, October 19, 2022 at Noon**. We have several important items to cover with the Board including: Children's Room Renovation Update, HVAC Project Update and Stone Building Update. Please check your calendar and if you are unable to attend, please let Suzie and Koren know. Thanks.



# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Town Manager Weekly Update

### **PRESENTER:**

Carolyn Kosnoff, Assistant Town  
Manager for Finance

### **ITEM NUMBER:**

TM.1

### **SUMMARY:**

Attached please find the Town Manager's Weekly Update for the week ending 9-16-22.

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

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

9/19/2022

### **ATTACHMENTS:**

Description	Type
 Town Manager's Weekly Update Week Ending 9-16-22	Cover Memo



# *Town of Lexington*

Town Manager's Office

James J. Malloy, Town Manager  
Kelly E. Axtell, Deputy Town Manager

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

## **MEMORANDUM**

TO: Select Board  
FROM: Jim Malloy, Town Manager  
DATE: September 16, 2022  
RE: Weekly Update

The following is an update of activities for the week ending September 16, 2022:

### Various Administrative Issues:

- We have two additional ARPA recommendations that the Board will be asked to consider on Monday night as follows:
  1. Public Safety Communications – As a result of moving the Police Station from their former location to 173 Bedford Street, we have been having serious problems with the radio communications system. We have had the contractor that maintains the system working on it several times and have learned the root cause of the problem is the age of the system and that it was designed work with copper lines, which were available at the former Police Station. At the temporary Police Station at 173 Bedford Street, the lines are VOIP, not copper and as a result we do not have consistent radio communications for the Police, Fire and Dispatch. Some examples of problems include the recent transformer fire, our Fire Department was not able to communicate with other Fire Departments that responded and instances where our Police Officers have called for assistance and found their radios didn't work. Chief McLean, Chief Sencabaugh and Mike Cronin have reviewed the equipment that needs to be replaced and identified 9 antenna locations and equipment that needs to be replaced. The cost is approximately \$800,000. Given the seriousness of this issue, I am recommending the Board consider using ARPA funds so that equipment may be ordered immediately and installed as soon as possible.
  2. Liberty Ride – The Board will be hearing on the future of the Liberty Ride next Monday. The report is attached, but the recommendation in summary is that we believe that while it will require more staff time, given the cost escalation from the contractor we've used in the past for the Liberty Ride, the most cost effective alternative is for the Town to bring this program in-house (see attached). We believe over the next decade, that the Town will be able to reserve enough from the revenues that we will be able to make the program sustainable, but we also believe it would be best to use ARPA funds for the initial capital purchase to move the program in-house. We are seeking the Board's approval next Monday night so that we can order the trolley and have it ready for next Spring.

- I have appointed Hemali Shah as the new Chief Equity Officer. She will be transitioning from the Human Services Department in a few weeks. We utilized two panels, including representatives from the Human Rights Committee, ABCL, the Commission on Disabilities and one Select Board member (Joe Pato) as well as members of the Senior Management Team and Middle Management Team and a Police Officer. As you are likely aware, Hemali has worked for the Town for approximately 7 years and is currently the Director of Senior Services. We are looking forward to Hemali joining our team in the Town Manager's office!

#### Department of Public Facilities:

- Westview Cemetery construction project – The foundation has been completed. The damp roofing and backfilling is 100% complete. The new water line is tied into the street and stubbed to property line. The excavation work for the under-slab utilities began this week and is on-going. Pouring the slab is scheduled to take place at or near end of September with steel erection beginning first week of October. Steel erection is anticipated to have a 3-4 week duration including the metal deck.

#### Land Use Health and Development:

- The Health Office received notice that the State was providing another round of COVID test kits to municipalities. We have placed an order for 13,000+ iHome test kits and other ancillary supplies. These kits, along with the ones we received this summer, have all had their expiration dates extended to Jan 2023. The test kits will be available at Town buildings. The Health Office will also make them available at the Medical Waste Disposal events, Flu clinics and other upcoming events.
- In collaboration with Senior Services, the Health Office is offering 2 flu clinics for residents 60+ at the Community Center on September 27th 1:00 PM – 5:00 PM and October 6th from 9:00 AM – 12:00 PM. The Health Office has a shipment of COVID bivalent boosters which will be available at the event as well. The registration links can be found on the Town website home page and Health page under “Flu Clinics”.
- The Health Office is hosting a ServSafe Certified Food Protection Manager class for all permitted restaurants and retail food establishments on Monday October 3rd at the LPS Administration building. 105 CMR 590 requires that at least one person at each establishment be certified as a food protection manager. A notice has been sent to all permit holders informing them of the class with the link to register.

#### Public Works:

- Robert Beaudoin and Marissa Liggiero worked together to make rain barrels available for residents at a reduced cost. Approximately 140 barrels were purchased by residents.
- Staff partnered with the Garden Club to replant around the Captain Parker statue on the Battle Green.
- Verizon is scheduled to pull poles at Mass and Worthen on Friday September 16th which gives the Town back the intersection to complete the project at this intersection. We estimate the work will be completed before the end of October.
- Our APWA Reaccreditation review is scheduled for the week of September 19th – 23rd.

### Human Services:

- Mental Health Clinicianm – The Town has partnered with Eliot Community Human Services to provide a dedicated clinician to Lexington residents through the use of ARPA funds. Baylee Fairhurst started on 8/23 and her caseload will be full as of next week. We are working at adding additional hours in the near future, but the second clinician the Town was supposed to have has a conflict and cannot provide services for the time being.
- Bike Friendly Communities Application Update – The Town of Lexington was awarded Bronze status as a Bike Friendly Community in our last application to the League of American Bicyclists in 2018. We will be re-applying in early February 2023. Because the application involves over 89 pages of data to collect from a cross-section of departments, we held a half-hour kick-off meeting on September 8th with the range of staff and committee members that will be needed to contribute to the data collection. Mel Novner, Department Assistant for Human Services & Transportation, will be leading the effort. This process is not just about getting an award, but about tracking key metrics and outcomes that allow us to make progress on becoming a more bike friendly community.

### Recreation & Community Programs:

- Community Center – The Outdoor Fitness Equipment has been installed at the Community Center. It is located in the rear of the building adjacent to the patio. A ribbon cutting ceremony is being scheduled for Thursday, September 29, 2022. More information to come. Please come by and try out this great new amenity and a BIG thank you to the Dana Home Foundation for providing funds to support this purchase.

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Battle Green Use Request - Lexington Veterans Association

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.1

### **SUMMARY:**

#### **Category: Decision-Making**

The Lexington Veterans Association has requested to use the flagpole area of the Battle Green for the purpose of a Military Flag Ceremony in honor of Winston E. "Pat" Flynn, the Town's first Veterans Services Officer (VSO), to be held on Sunday, October 2, 2022 from 3:00pm to 4:00pm. There will be 24 members of the Massachusetts Army National Guard conducting the Military Flag Ceremony under the command of Captain Christopher Pond of the Massachusetts Army National Guard. As part of the ceremony, seven members of the unit will fire a salute.

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

At the Monday, September 12, 2022 meeting, the Select Board voted 5-0 to lift the suspension on permitting on the Battle Green as of September 30, 2022.

### **SUGGESTED MOTION:**

To approve the request of the Lexington Veterans Association to use the flagpole area of the Battle Green for the purpose of a Military Flag Ceremony in honor of Winston E. "Pat" Flynn, the Town's first Veterans Services Officer (VSO), to be held on Sunday, October 2, 2022 from 3:00pm to 4:00pm.

Move to approve the consent.

### **FOLLOW-UP:**

Select Board Office

**DATE AND APPROXIMATE TIME ON AGENDA:**

9/19/2022

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve One-Day Liquor Licenses

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.2

### **SUMMARY:**

#### **Category: Decision-Making**

#### **Lexington Retailers Association:**

The Lexington Retailers Association has requested a One-Day Liquor License for the purpose of a beer garden within a cordoned off area at the end of Muzzey Street at Massachusetts Avenue to the south side of 6 Muzzey Street. The beer garden will be utilized for the purpose of serving beer during Lexington Discovery Day on Saturday, October 8, 2022 from 11:30am to 3:30pm.

The request has been reviewed by the Police Department, Fire Department, Town Manager's Office and Department of Public Works with no concerns. The Lexington Retailers Association has been in close contact with Town Engineering Staff to review the event location relative to possible work in the area for the Center Streetscape Project. Engineering feels comfortable working with the applicant to finalize the event location.

#### **Lexington Historical Society:**

The Lexington Historical Society has requested two One-Day Liquor Licenses to serve beer, wine and cider at Buckman Tavern, 1 Bedford Street, for the purpose of two "Tavern Night at Buckman Tavern" events on the following dates:

- Tavern Night, Saturday, October 22, 2022 5:00pm to 8:00pm (food and drinks to be served outside, directly behind Buckman Tavern near the garden area)
- Tavern Night, Saturday, November 19, 2022 5:00pm to 7:00pm (food and drinks to be served inside of Buckman Tavern)

The request(s) have also been reviewed by the Police Department, Fire Department, Town Manager's Office and Department of Public Works with no concerns. Two police details are required for the alcohol at the event on Saturday, October 22, 2022.

### **SUGGESTED MOTION:**

To approve a One-Day Liquor License for the Lexington Retailers Association for the purpose of serving beer in a beer garden within a cordoned off area at the end of Muzzey Street\* at Massachusetts Avenue to the south

side of 6 Muzzey Street during Lexington Discovery Day on Saturday, October 8, 2022 from 11:30am to 3:30pm.

*\*The location for the Lexington Discovery Day beer garden is subject to modification as may be required by Department of Public Works and Town Engineering up to the time of the event due to potential work for the Center Streetscape Project.*

To approve two One-Day Liquor Licenses for the Lexington Historical Society to serve beer, wine and cider at Buckman Tavern, 1 Bedford Street, for the purpose of the two events as follows: Tavern Night on Saturday, October 22, 2022 from 5:00pm to 8:00pm outside, directly behind Buckman Tavern near the garden area; and Tavern Night on Saturday, November 19, 2022 from 5:00pm to 7:00pm inside of Buckman Tavern.

Move to approve the consent.

### **FOLLOW-UP:**

Select Board Office

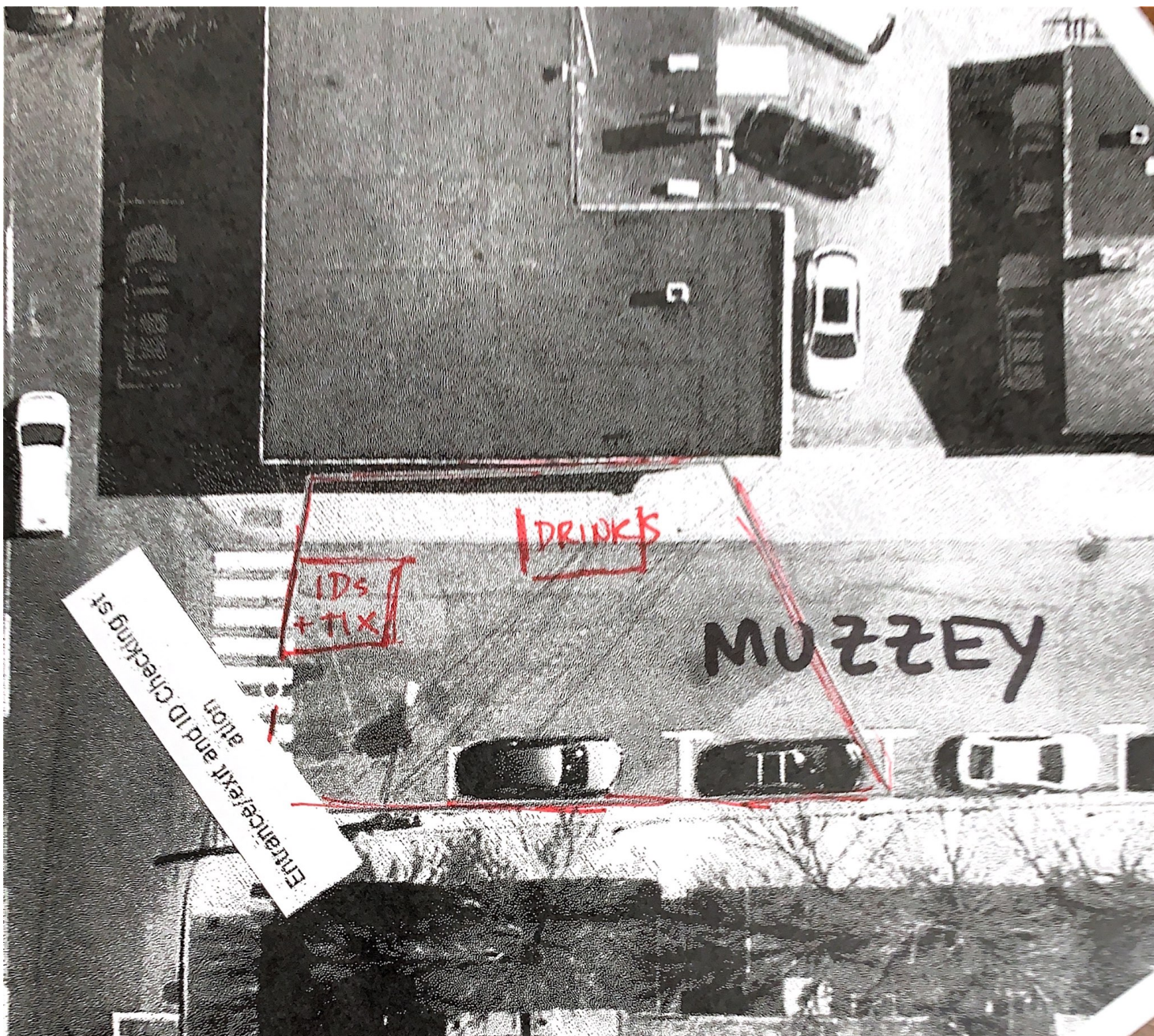
### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/19/2022

### **ATTACHMENTS:**

Description	Type
2022 Lexington Discovery Day Beer Garden Location Map	Backup Material
2022 Lexington Discovery Day Beer Garden Procedures for Serving Alcohol	Backup Material





The event will take place on **Saturday October 8th in Lexington Center during "Discovery Day"**.

The Lexington Discovery Day Beer Garden will be open and serving **solely beer** (and bottled water) during the hours of **11:30am to 3:30pm**. The location of the beer garden (intersection of Muzzey St and Mass Ave) will be cordoned off with temporary fencing. There will only be one opening that will act as an entrance/exit. At the entrance, Berman's will be providing at least two employees. One Berman's staffer will solely be checking ID's and running them through our IDScanner (it is a high-end IDScience scanner that can tell if an ID is fake, expired and is updated with new information on a monthly basis). If they have a valid ID that matches the person, they will be given a wristband to notify the pourers that this guest is of age. Our employees are TIPS certified with regards to checking identification and spotting intoxicated behavior. The second Berman's staffer will be selling "drink" tickets to the guests as well as "floating" around the beer garden, picking up garbage and keeping an eye on general behavior of the guests.

We have not yet determined protocol and pricing of the tickets but we believe the scheme will be as follows:

- Depending on pricing of the beverages, one ticket will be good for one "low ABV" beer and two tickets will be good for one "higher ABV" beer.
- As of now, we are planning to allow each individual to purchase a maximum of four tickets. This can yield four "lower alcohol" beers or two "higher alcohol" beers or one "higher alcohol" and two "lower alcohol" beers.
- No guests can take a beer outside of the fenced in beer garden.
- Tickets are non-refundable.

Beer will be provided by Harpoon/Clown Shoes. They will be providing two TIPS Certified (or equivalent) employees to pour at the event. We have not yet determined the line-up of beers but are currently thinking that we will have 4-6 beers available. Beer will be available in cans only and we will open the cans for the guests. We will offer trash/recycling within the beer garden.

We will allow children in with their families, but we will not allow unaccompanied minors into the beer garden. Well behaved dogs on leashes will be allowed in the beer garden.

We will have tables and chairs set out for the guests and there will be a few EZ-UP Tents. One for Harpoon, one for our employees, and 1-2 to offer shade for guests. We are also hoping to have games to play at the backside (opposite Mass Ave) as entertainment for guests. There will be NO FOOD served by us but we will allow food to be brought into the beer garden.

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve Select Board Report for Fiscal Year 2022 Annual Town Report

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.3

### **SUMMARY:**

#### **Category: Decision-Making**

The submission of reports for the Fiscal Year 2022 Annual Town Report were due to the Town Report Coordinator in early September. The draft version of the report was discussed at the Select Board meeting on Monday, September 12, 2022. At that meeting, Ms. Barry was tasked with refining the report for final approval.

The Select Board is being asked to review and approve the attached final version of the Select Board Report submission for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022) Annual Town Report.

### **SUGGESTED MOTION:**

To approve the attached final version of the Select Board Report for submission to the Fiscal Year 2022 Annual Town Report.

Move to approve the consent.

### **FOLLOW-UP:**

Select Board Office

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

9/19/2022



# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Select Board Committee Reappointments & Resignation

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.4

### **SUMMARY:**

#### **Category: Decision-Making**

#### **Reappointments:**

##### *Annual September Reappointments*

On July 26, 2022, an email was sent to board and committee members who were up for reappointment on September 30, 2022, requesting that they notify the Select Board Office if they wished to be considered for reappointment at the end of their term. The Select Board Office requested an application and copy of the most recently completed State Conflict of Interest Law Online Training Certificate (aka "ethics"). The Select Board Office also requested that members indicate if they did not wish to be reappointed. A reminder email was sent on both August 9, 2022 and September 8, 2022 to any members that had not yet responded. The chairs and/or co-chairs of each board and committee were also informed of the members up for reappointment.

Below is a list of boards and committees that are ready for reappointment (please see the attached list for more details). State Conflict of Interest Law Online Training is complete and up-to-date for those indicating reappointment. The attached list also includes those who *are not to be reappointed*. The Select Board extends its thanks and appreciation for their time and effort in serving the Lexington Community.

Communications Advisory Committee  
Design Advisory Committee  
Fence Viewers  
Greenways Corridor Committee  
Housing Partnership Board  
Lexington Bicycle Advisory Committee  
Lexington Center Committee  
Lexington Council for the Arts  
Lexington Human Rights Committee  
Lexington Scholarship and Educational Fund Committee  
Monuments and Memorials Committee  
Sustainable Lexington Committee  
Tax Deferral and Exemption Study Committee  
Tourism Committee  
Town Report Committee  
Transportation Advisory Committee  
Tree Committee

Vision for Lexington Committee  
Water and Sewer Abatement Board  
Zoning Board of Appeals  
Zoning Board of Appeals Associates

**Resignation:**

*Vision for Lexington Committee*

- The Select Board is being asked to accept the resignation of Rina Kodendera from the Vision for Lexington Committee effective immediately.

On behalf of the Town of Lexington, the Select Board Members would like to extend their many thanks to Ms. Kodendera for her time and service to the community.

**SUGGESTED MOTION:**

To reappoint the board and committee members as indicated on the attached list effective on October 1, 2022.

To accept the resignation of Rina Kodendera from the Vision for Lexington Committee effective immediately.

Move to approve the consent.

**FOLLOW-UP:**

Select Board Office

**DATE AND APPROXIMATE TIME ON AGENDA:**

9/19/2022

**ATTACHMENTS:**

Description	Type
☐ 2022 September Board/Committee Reappointments/Do Not Reappoints	Backup Material
☐ Resignation Letter - R. Kodendera	Backup Material

**2022 September Board/Committee Reappointments**

Committee Name	Last Name	First Name	Service Start	Service Exp.	Member/Terms	Recommendation
Communications Advisory Committee	Buczowski	David J.	6/2002	09/2022	11 Members, 3 Year Term, Sept. 30	Reappoint
Communications Advisory Committee	Pogran	Kenneth T. "Ken"	1/2008	09/2022	11 Members, 3 Year Term, Sept. 30	Reappoint
Communications Advisory Committee	Vachani	Rita	11/2016	09/2022	11 Members, 3 Year Term, Sept. 30	Reappoint
Design Advisory Committee	Adamson	James "Ian"	10/2020	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Design Advisory Committee	Delahuerta	Cristian G.	11/2021	09/2022	9 Members, 1 Year Term, Sept. 30	**
Design Advisory Committee	Fitzgerald	Caroline	8/2015	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Design Advisory Committee	Johns	Christopher "Chris"	09/2020	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Design Advisory Committee	Lee	Timothy D. "Tim"	3/2006	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Design Advisory Committee	Murthy	Sudhir	11/2021	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Design Advisory Committee	Vincent	Steven A. "Steve"	4/2009	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Design Advisory Committee	Xu	Elizabeth "Elsie"	02/2022	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Economic Development Advisory Committee	McWeeney	John J.	7/2008	09/2022	9 members, 3 year term, September 30	**
Economic Development Advisory Committee	Murray	Lisa	04/2021	09/2022	9 members, 3 year term, September 30	**
Fence Viewers	Burns	David E.	04/2021	09/2022	3 Members, 1 Year Term, Sept. 30	Reappoint
Fence Viewers	Scozzafava	Mary Rose	04/2021	09/2022	3 Members, 1 Year Term, Sept. 30	Reappoint
Greenways Corridor Committee	Ohmart	Keith	1/2011	09/2022	9 members, 3 year staggered, Sept. 30	Reappoint
Greenways Corridor Committee	Perkins	Stephen S.	04/2021	09/2022	9 members, 3 year staggered, Sept. 30	Reappoint
Greenways Corridor Committee	Tabaczynski	Michael	1/2011	09/2022	9 members, 3 year staggered, Sept. 30	**
Housing Partnership Board	Cohen	Harriet J.	12/2003	09/2022	3 Year term, 9 Voting Members, 5 Liaisons (Selectmen appoint 14; designated 3 for LexHAB, Hous. Auth. & PB)	Reappoint
Housing Partnership Board	Haskell	Mary S.	12/2003	09/2022	3 Year term, 9 Voting Members, 5 Liaisons (Selectmen appoint 14; designated 3 for LexHAB, Hous. Auth. & PB)	Do not reappoint
Housing Partnership Board	Pressman	Robert	12/2012	09/2022	3 Year term, 9 Voting Members, 5 Liaisons (Selectmen appoint 14; designated 3 for LexHAB, Hous. Auth. & PB)	Reappoint
Lexington Bicycle Advisory Committee	Armstrong	David	11/2021	09/2022	13 Members, 3 Year Term (9 citizens plus Sel, PB, CC and Recreation), Sept. 30, staggered	Reappoint
Lexington Bicycle Advisory Committee	Tabaczynski	Michael	11/2001	09/2022	13 Members, 3 Year Term (9 citizens plus Sel, PB, CC and Recreation), Sept. 30, staggered	**
Lexington Center Committee	Chhabra	Upasna	06/2022	09/2022	11 Members, 3 Year Staggered Term, Sept. 30	Reappoint
Lexington Center Committee	Johnson	Frederic S.	12/2002	09/2022	11 Members, 3 Year Staggered Term, Sept. 30	Reappoint
Lexington Center Committee	Lyon	Jeffrey	9/2008	09/2022	11 Members, 3 Year Staggered Term, Sept. 30	**
Lexington Council for the Arts	Hebert	Lisa	04/2021	09/2022	11 Members, 3 Year Term, 2-term limit, Sept. 30, staggered	Reappoint
Lexington Council for the Arts	Kakar	Shalini	03/2020	09/2022	11 Members, 3 Year Term, 2-term limit, Sept. 30, staggered	Reappoint
Lexington Council for the Arts	Rooney	E. Ashley	09/2021	09/2022	11 Members, 3 Year Term, 2-term limit, Sept. 30, staggered	Reappoint
Lexington Council for the Arts	Tung	Jillian	12/2019	09/2022	11 Members, 3 Year Term, 2-term limit, Sept. 30, staggered	Do not reappoint
Lexington Human Rights Committee	Coats, Jr.	Cleveland M. "Cleve"	10/2019	09/2022	9 members including school, police and senior staff, Liaisons for School and BOS, 3-year staggered term, September 30	Do not reappoint
Lexington Human Rights Committee	Interest	Melissa	10/2019	09/2022	9 members including school, police and senior staff, Liaisons for School and BOS, 3-year staggered term, September 30	Reappoint

Lexington Scholarship & Educational Fund Committee	Hackett	Julie	09/2018	09/2022	1-year term	Reappoint
Lexington Scholarship & Educational Fund Committee	Leder	Raquel	10/2020	09/2022	1-year term	Reappoint
Lexington Scholarship & Educational Fund Committee	Williams	David	1997	09/2022	1-year term	Reappoint
Monuments and Memorials Committee	Masson	Leslie M.	04/2021	09/2022	9 members, 3 year term, staggered, 9/30 appt	Reappoint
Noise Advisory Committee	Afshartous	Niki "Nick"	6/2015	09/2022	5 Members, 3-year staggered term; Liaisons from BOS, PB, BoH, HATS Env. Subc and Chamber	Do not reappoint
Sustainable Lexington Committee	Arens	Cynthia "Cindy"	11/2019	09/2022	7 Members, 3 year staggered, Sept 30	Reappoint
Sustainable Lexington Committee	Chernick	Paul	7/2019	09/2022	7 Members, 3 year staggered, Sept 30	*
Sustainable Lexington Committee	Dayalu	Archana	5/2020	09/2022	7 Members, 3 year staggered, Sept 30	Do not reappoint
Sustainable Lexington Committee	Rhodes	Todd A.	8/2010	09/2022	7 Members, 3 year staggered, Sept 30	Reappoint
Tax Deferral and Exemption Study Committee	Current	Jane	12/2018	09/2022	5 Members, 2 year term	Reappoint
Tax Deferral and Exemption Study Committee	Joshi	Pamela	10/2016	09/2022	5 Members, 2 year term	Do not reappoint
Tourism Committee	Baker	Marsha E.	1/2016	09/2022	9 members, one year term, Sept. 30	Reappoint
Tourism Committee	Brandin	Kerry	11/2001	09/2022	9 members, one year term, Sept. 30	*
Tourism Committee	Coppe	Margaret E.	12/2013	09/2022	9 members, one year term, Sept. 30	Reappoint
Tourism Committee	Fallick	Bernice "Bebe"	10/2003	09/2022	9 members, one year term, Sept. 30	Reappoint
Tourism Committee	McKenna	Dawn E.	3/2005	09/2022	9 members, one year term, Sept. 30	Do not reappoint
Tourism Committee	Nijenberg	Willem "Wim"	1/2014	09/2022	9 members, one year term, Sept. 30	Do not reappoint
Tourism Committee	Ward	Carol S.	06/2022	09/2022	9 members, one year term, Sept. 30	Reappoint
Tourism Committee	Xu	Elizabeth "Elsie"	11/2021	09/2022	9 members, one year term, Sept. 30	Reappoint
Town Report Committee	Amirault	Gloria A.	12/2010	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Town Report Committee	Myerow	Susan H.	11/2018	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Town Report Committee	Peterson	Greta	10/2020	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Town Report Committee	Ramanathan	Varshagouri "Varsha"	10/2017	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Town Report Committee	Sax	Victoria "Vicky"	08/2021	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Town Report Committee	Singh	Prashant	04/2021	09/2022	9 Members, 1 Year Term, Sept. 30	**
Town Report Committee	Zhao	Karyn	10/2020	09/2022	9 Members, 1 Year Term, Sept. 30	Reappoint
Transportation Advisory Committee	Bennett	Andra	08/2020	09/2022	7 Members, 3 Year Term, Sept. 30	Do not reappoint
Transportation Advisory Committee	Castleman	Sally	1978	09/2022	7 Members, 3 Year Term, Sept. 30	Reappoint
Transportation Advisory Committee	Lyons	Pamela	11/2019	09/2022	7 Members, 3 Year Term, Sept. 30	Reappoint
Tree Committee	Connor	Mark	01/2020	09/2022	7 Members, 3 year term	*
Tree Committee	Wood	James C. "Jim"	10/2001	09/2022	7 Members, 3 year term	Reappoint
Trustees of the Public Trusts	Fields	Alan	4/1983	09/2022	3 Members, 6 Year Term, Sept. 30	*
Vision for Lexington Committee	Coppe	Margaret E.	3/2016	09/2022	15 members, including 3 elected Boards, three-year term staggered	Reappoint
Vision for Lexington Committee	Krupka	Dan C.	2/2010	09/2022	15 members, including 3 elected Boards, three-year term staggered	**
Water and Sewer Abatement Board	Wood	Loren	11/2007	09/2022	3 members, 3-year term staggered	Reappoint

Zoning Board of Appeals	Krieger	Jeanne K.	9/2012	09/2022	5 Members, 5 Year Term, Sept. 30 staggered, 2 term limit	<b>Do not reappoint</b>
Zoning Board of Appeals Associates	Kennedy	William P. "Bill"	9/2014	09/2022	6 Members, 1 Year Term, Sept. 30	<b>Reappoint</b>
Zoning Board of Appeals Associates	Masterman	Beth	2/2018	09/2022	6 Members, 1 Year Term, Sept. 30	<b>Reappoint</b>
Zoning Board of Appeals Associates	Osten	James A. "Jim"	9/2014	09/2022	6 Members, 1 Year Term, Sept. 30	<b>Reappoint</b>
Zoning Board of Appeals Associates	Roy	Kathryn	02/2022	09/2022	6 Members, 1 Year Term, Sept. 30	<b>Reappoint</b>
Zoning Board of Appeals Associates	Williams	David G.	02/2022	09/2022	6 Members, 1 Year Term, Sept. 30	<b>Reappoint</b>

\*Indicates a Board or Committee Member that submitted an application, but must supply an ethics certificate by September 30, 2022 for reappointment at next Select Board meeting.

\*\*Indicates no response received from a Board or Committee Member (an application and ethics certificate would need to be supplied by September 30, 2022 for reappointment at next Select Board meeting).



## Stacey Prizio

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**From:** Rina Kodendera [REDACTED]  
**Sent:** Tuesday, September 13, 2022 4:00 PM  
**To:** Stacey Prizio  
**Subject:** Re: Vision for Lexington Committee Resignation

**USE CAUTION:** This email came from outside the Town of Lexington. **Do not** click links, open attachments or respond to the email **unless** you recognize the sender, you are expecting the communication and you know the content is safe.

Hi Stacey,

Thank you for the info. Here is my resignation letter. Whom should I forward it to.

I am moving out of state I am very sorry to leave the town where my children grew up. With a heavy heart I resign from my position in the town meeting and the Vision for Lexington. I was tremendously impressed by the dedication and drive of the people I worked with

I look to contributing to the town when I return to Lexington

Rina Kodendera

On Tue, Sep 13, 2022 at 3:43 PM Stacey Prizio <[sprizio@lexingtonma.gov](mailto:sprizio@lexingtonma.gov)> wrote:

Good afternoon Rina,

I heard from Margaret Coppe recently that you wish to resign from the Vision for Lexington Committee as you are moving out of state. Can you please confirm this? When resigning from a board or committee, members need to resign to the appointing authority (Select Board, in this case) and Town Clerk per the handbook. We will process the resignation at an upcoming Select Board meeting and create a vacancy on the committee. I will send you a resignation letter following the meeting.

I appreciate your help!

Thank you,

Stacey

**Stacey A. Prizio**

**Department Assistant**

**Office of the Select Board**

Town of Lexington

[1625 Massachusetts Avenue](#)

[Lexington, MA 02420](#)

Main: 781-698-4580

Direct: 781-698-4582

[sprizio@lexingtonma.gov](mailto:sprizio@lexingtonma.gov)

[selectboard@lexingtonma.gov](mailto:selectboard@lexingtonma.gov)

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*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.*

--

Regards,  
Rina

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve and Sign Proclamation - Recognition of Winston E. "Pat" Flynn

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.5

### **SUMMARY:**

#### **Category: Decision-Making**

The Select Board is being asked to approve and sign a proclamation posthumously recognizing and honoring longtime Lexington resident, and the Town's first Veterans Services Officer (VSO), Winston E. "Pat" Flynn.

### **SUGGESTED MOTION:**

To approve and sign a proclamation recognizing and posthumously honoring Winston E. "Pat" Flynn and to further name Monday, October 3, 2022 as Winston E. "Pat" Flynn Day in the Town of Lexington.

Move to approve the consent.

### **FOLLOW-UP:**

Select Board Office

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

9/19/2022

### **ATTACHMENTS:**

Description	Type
 2022 Recognition of Winston E. "Pat" Flynn Proclamation	Backup Material



# Town of Lexington, Massachusetts

SELECT BOARD OFFICE

## PROCLAMATION

- Whereas:** Winston Emery “Pat” Flynn was born in 1924 in West Lebanon, Vermont and entered military service with the US Army at the age of 18 in March of 1943 in Massachusetts; and
- Whereas:** Pat went on to serve continuously on the front lines until 1945 during which time he made amphibious landings at Anzio Beachhead, Italy and St. Maxine Beachhead, France. He was buried alive when a direct shell hit his foxhole at Anzio killing his foxhole mate. He was hospitalized and returned to the front within a week; and
- Whereas:** in 1950, Pat saw combat in Korea, leading over 80 consecutive patrols behind enemy lines. Wounded, he spent three days behind enemy lines in a foxhole, when his Battalion was overrun by the enemy. In 1951 Pat received a Battlefield Commission to 2<sup>nd</sup> Lieutenant for outstanding combat while under fire and in 1952, Pat became an original member of the 10<sup>th</sup> Special Forces Group Airborne at Bad Tolz, Germany when he was personally recruited by Colonel Aaron Bank; and
- Whereas:** during the cold war Pat went on to organize and command a Special Forces A Team; and
- Whereas:** in 1962, Pat joined Company C, 5<sup>th</sup> Special Forces Group, Airborne at Fort Bragg, North Carolina. Pat served as leader of a B Team controlling 7 A teams of Green Berets operating in the Delta in Vietnam and in October of 1963, Pat sustained catastrophic and career ending injuries during a combat jump in Vietnam; and
- Whereas:** during his military tenure Pat earned the following awards and decorations: Bronze Star Medal; Purple Heart with three Bronze Oak Clusters; Army Commendation Medal; Army Good Conduct Medal with Bronze Clasp and Four Loops; European-African-Middle Eastern Campaign Medal with Arrowhead device and one Silver Service Star; World War II Victory Medal; Army Occupation Medal with Germany Clasp; National Defense Service Medal with one Bronze Star; Korean Service Medal with four Bronze Service Stars; Armed Forces Expeditionary Medal; Presidential Unit Citation; Combat Infantryman Badge with two Stars; Master Parachutist Badge; Expert Badge with Rifle bar; Marksman Badge with Pistol and Carbine bars; Special Forces Tab; Honorable Service Lapel Button-World War II; United Nations Service Medal; Republic of Korea-Korean War Service Medal; Republic of Korea Presidential Unit Citation; Republic of Vietnam Gallantry Cross Unit Citation with Palm device; and
- Whereas:** in August of 2021, Pat was honored at the American Heritage Museum when he received the French Legion of Honor medal for his participation in the liberation of France during World War II; and

**Whereas:** for over 45 years, Pat and his wife Edith have made their home in Lexington, Massachusetts where Pat continuing his civic minded leadership for the benefit of the Town and its residents including serving over 15 years on the Town Celebrations Committee including four as Chairman and originating with the approval of the Town's Selectmen, Lexington's Outstanding Youth Award Program. Pat served as the Town's first Veterans Services Officer, organized the annual Veterans Breakfast for many years and was a co-founder of the Lexington Veterans Association. Pat was named a Paul Harris Fellow by the Rotary Foundation of Rotary International, a life member of the Lexington Minute Men Company and was the 2006 recipient of the Lexington Lions Club White Tricorn Hat. Of all the honors Pat received, it is his White Tricorne Hat and Triple Combat Infantry Badge he is said to have valued the most.

**NOW, THEREFORE, WE THE SELECT BOARD** of the Town of Lexington, Massachusetts, hereby recognize and honor posthumously

***Winston E. "Pat" Flynn***

and name **Monday, October 3, 2022 as Winston E. "Pat" Flynn Day in the Town of Lexington** and encourage residents of all ages to participate in giving back to the Town of Lexington and the Country as Pat did so well.

**IN WITNESS WHEREOF**, we have set our hands and caused the seal of Lexington to be affixed herewith on the 19<sup>th</sup> of September 2022.

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JILL I. HAI, CHAIR

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JOSEPH N. PATO

---

SUZANNE E. BARRY

---

DOUGLAS M. LUCENTE

---

MARK D. SANDEEN

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Public Hearing: All-Alcohol Package Store Liquor License - Art's Specialties, LLC, 1666 Massachusetts Avenue, Unit H

### **PRESENTER:**

Artur Nergaryan, Applicant - Art's Specialties, LLC

### **ITEM NUMBER:**

I.1

### **SUMMARY:**

#### **Category: Decision-Making**

Attached is an application from Arts Liquors LLC for an All-Alcohol Package Store to be located at 1666 Massachusetts Avenue, Unit H. All of the necessary documents have been provided by the applicant for this Liquor License application. The application was submitted to the relevant Town staff for review, including Building, Zoning and Health Departments, and they have no objections to the Liquor License application in relationship to their departments. It was noted that the applicant must obtain any required permits or licenses from those respective departments that may be needed prior to opening the package store. In accordance with MGL Chapter 138, the legal notice ran in the September 8, 2022 Lexington Minuteman and the applicant mailed the required notices to abutters.

Hours for a Package Store Liquor License would be the following hours within the Select Board Alcohol Regulation for Package Stores, unless amended by the Select Board:

- Monday thru Saturday: 8:00 a.m. to 11:00 p.m. and Sunday: 12:00 p.m. to 9:00 p.m.

Mr. Artur Nergaryan, Applicant/Manager on Record, indicated that his business model for this proposed package store would also include the sale of packaged items such as flavored olive oil, vinaigrette, chocolate, crackers, hot sauces, dried fruit, mix nuts, dried meat, tea. The proposed hours the Store will be operate will be 10 am to 8 pm, Monday through Saturday, 12 to 8 on Sundays. Art's Specialties, LLC also has package store locations in Belmont, Maynard and Sherborn. Mr. Nergaryan will be at the meeting to answer any questions you may have regarding his application for a package store to be located at 1666 Massachusetts Avenue.

### **SUGGESTED MOTION:**

Move to \_\_\_\_\_ the application from Arts Specialties, LLC for an All-Alcohol Package Store to be located at 1666 Massachusetts Avenue, Unit H, for the hours of 8:00 a.m. to 11:00 p.m. Monday thru Saturday and 12:00 p.m. to 9:00 p.m. on Sunday and after the application has been approved by the ABCC, to issue the all alcoholic Package Store Liquor License to Art's Specialties, LLC.

**FOLLOW-UP:**

Select Board Office

**DATE AND APPROXIMATE TIME ON AGENDA:**

9/19/2022

6:40pm

**ATTACHMENTS:**

Description	Type
❏ Application for Package Store - Art's Specialties, LLC	Backup Material
❏ Map showing Location of current package stores and new request	Backup Material
❏ Presentation - Arts Specialties Lexington	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="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<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.

I am opening a new specialty food store with alcohol.

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

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

**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.

The location is on the 1st floor with one entrance and one exit, it has no sitting. Total sq ft 1489.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors:

Number of Exits:

Occupancy Number:

**4. APPLICATION CONTACT**

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

Name:

Phone:

Title:

Email:



## APPLICATION FOR A NEW LICENSE

### 5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="10/2013"/>
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
<b>Artur Nergaryan</b>	5 Partridge st Watertown, MA 02472	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Manager	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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
Artur Nergaryan	off-premises 15	Art's Specialties	Belmont
Artur Nergaryan	off-premises 15	Art's Specialties	Maynard
Artur Nergaryan	off-premises 15	Art's Specialties	Sherborn

### 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 Sharon Spaulding

Landlord Phone 781-608-5074

Landlord Email ses@spauldingco.com

Landlord Address 490 Virginia Road Concord, MA

Lease Beginning Date 11/01/2022

Rent per Month 6200

Lease Ending Date 12/31/2031

Rent per Year 74450

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	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	43500
D. Total Cost	43500

\*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
Art's Specialties	43500
Total	43500

### 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.

The initial cost of the renovation and inventory will come from the exciting Art's Specialties business accounts.

### 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
10/2013		Manager	Art's Specialties, LLC	

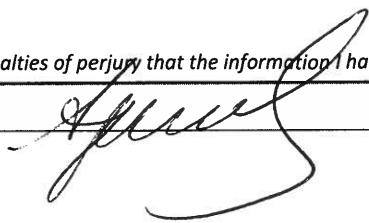
### D. PRIOR DISCIPLINARY ACTION

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?

☐ Yes ☒ No

If yes, please fill out section 11.

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		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
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	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	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	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	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	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

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

### 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:

## APPLICANT'S STATEMENT

I, Artur Nergaryan the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of Art's Specialties, 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: 

Date: 08/17/2022

Title: Manager/Member

## ENTITY VOTE

**The Board of Directors or LLC Managers of**

Art's Specialties, LLC

Entity Name

duly voted to apply to the Licensing Authority of

## Lexington

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

08/01/2022

Date of Meeting

For the following transactions (Check all that apply):

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

**"VOTED: To authorize**

Artur Nergaryan

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**

Artur Nergaryan

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

Arter Nergaryan  
(Print Name)

### For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**Annual Report**

(General Laws, Chapter )

**Identification Number:** 001118147

**Annual Report Filing Year:** 2022

**1.a. Exact name of the limited liability company:** ART'S SPECIALTIES, LLC

**1.b. The exact name of the limited liability company as amended, is:** ART'S SPECIALTIES, LLC

**2a. Location of its principal office:**

No. and Street: 369-371 TRAPELO RD  
City or Town: BELMONT State: MA Zip: 02478 Country: USA

**2b. Street address of the office in the Commonwealth at which the records will be maintained:**

No. and Street: 369-371 TRAPELO RD  
City or Town: BELMONT State: MA Zip: 02478 Country: USA

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

ART'S SPECIALTIES IS A SPECIALTY GOURMET SHOP. WE OFFER CHEESE, WINE, BEER, FLA  
VORED OLIVE OIL, VINAIGRETTE, CHOCOLATE, CRACKERS, SPICES, SAUCES, DRIED FRUIT,  
DRIED MEAT, TEA, AND MORE. OUR MISSION IS TO BE OUR CUSTOMERS' GO-TO PLACE FO  
R FINE FOOD SHOPPING AND TO SELL PRODUCTS OF THE HIGHEST QUALITY AND VALUE T  
HAT ARE HEALTHY, NUTRITIOUS AS WELL AS TO PROVIDE OUTSTANDING PERSONAL SERV  
ICES AT THE LOWEST POSSIBLE PRICES.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: ARTUR NERGARYAN  
No. and Street: 82 PIERCE RD  
City or Town: WATERTOWN State: MA Zip: 02472 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ARTUR NERGARYAN	5 PARTRIDGE WATERTOWN, MA 02472 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	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ARTUR NERGARYAN	5 PARTRIDGE ST WATERTOWN, MA 02472 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	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ARTUR NERGARYAN	5 PARTRIDGE ST WATERTOWN, MA 02472 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of March, 2022,  
ARTUR NERGARYAN , 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:

March 11, 2022 09:47 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# **LEASE**

## ***LEXINGTON SQUARE 1666 MASSACHUSETTS AVENUE, LEXINGTON, MA***

**Tenant: Art's Specialties, LLC  
*First Floor, Store H***

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# LEASE

This lease (the "*Lease*") entered into by and between:

TRUSTEE OF LEXINGTON SQUARE TRUST under Declaration of Trust dated August 9, 1977, as amended ("*Landlord*"),

and

ART'S SPECIALTIES, LLC, a Massachusetts limited liability company ("*Tenant*").

## 1. LEASE OF PREMISES

In consideration of the rents and covenants contained herein to be paid, performed and observed by the Tenant, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, subject to the terms and conditions hereinafter set forth, the Premises (as defined in Section 2 below).

## 2. DEMISE OF PREMISES

2.a. Premises. The premises demised hereby (the "*Premises*") are located in the Landlord's property known as Lexington Square, and presently numbered 1666 Massachusetts Avenue in Lexington, Massachusetts (the "*Building*"). The Building together with the land upon which it is located are referred to as "*Landlord's Property*" or the "*Property*". The Premises consist of certain rentable space on the First Floor of the Building designated as Store H, which space is shown on Exhibit A, attached hereto.

2.b. Exceptions and Reservations. Excepted and reserved to the Landlord, however, from the Premises, is the space necessary to install, maintain and operate, by means of pipes, ducts, wires or otherwise those utilities and services required for the Building and common facilities thereof (including the Premises), and the right of access and entry to the Premises by the Landlord and its agents for the purpose of making repairs, alterations and additions to the Premises and to the Building and other tenant space therein.

## 3. TERM

3.a. Term. Subject to the conditions herein stated, the Tenant shall hold the Premises for a term of approximately 5 years and 7 months (the "*Term*"), commencing on the *earlier* of (i) the date of substantial completion of Landlord's Work, or (ii) November 1, 2022 (the "*Term Commencement Date*" or "*Commencement Date*"), and terminating May 31, 2028.

As used in this Lease, the term "*lease year*" shall mean each successive 12-month period included in whole or in part in the Term, with the first lease year beginning on the Commencement Date and ending on May 31, 2023, and subsequent lease years beginning on June 1<sup>st</sup> and ending on May 30<sup>th</sup> of the subsequent calendar year.

### 3.b. Option to Extend the Term.

(1) Tenant shall have the option to extend the Term of this Lease for 1 additional 5-year term, from June 1, 2028 to May 31, 2033 (the "*Extension Term*"), provided that: (i) Tenant has not assigned this Lease or sublet any portion of the Premises, and (ii) Tenant provides Landlord with written notice of such election to extend the Term at least 9 months prior to the expiration of the Term. Upon the occurrence of any default by Tenant, which default has not been cured within applicable notice and cure periods, Tenant's option to

extend the Term hereunder shall, at the election of Landlord, become null and void and of no further force and effect.

- (2) In the event that Tenant shall extend the Term pursuant to this Section, such extension shall be on the same terms and conditions as set forth in this Lease, except: (i) there shall be no further right to extend the Term of this Lease; and (ii) the annual Fixed Rent during the Extension Term shall be as follows (the "Option Rent"):

The annual Fixed Rent due hereunder during the Extension Term shall equal the *greater* of: (i) the annual Fixed Rent payable during the last lease year of the original Term, increased by the CPI Increase, or (ii) the fair market rental value of the Premises as of the commencement of the Extension Term.

The CPI Increase shall be fully applicable to the Fixed Rent payable during the Extension Term.

During the Extension Term, Tenant shall continue to pay all additional rent and other charges as provided hereunder.

Should Tenant further extend the Term as provided herein, the term "Term", as used herein shall refer to the Term together with the Extension Term.

- (3) The Option Rent shall be initially established by Landlord by written notice to the Tenant given following Tenant's exercise of the option to extend. Such determination shall be deemed the Option Rent if based on the Fixed Rent payable during the last year of the original Term, increased by the CPI Increase, or, if not, if Tenant does not object in writing within 7 days of receiving such notice. If Tenant does so object, and the parties are unable to agree on such value within 30 days thereafter, then the fair market rental value shall be determined by appraisal as follows: Landlord and Tenant shall each promptly designate a fit and impartial commercial real estate broker, consultant or appraiser having at least 5 years' experience in the leasing of office space in the suburban Boston market, and the two appraisers so designated shall designate a third appraiser with similar qualifications. The three appraisers, so designated, shall make a determination of the fair market rental value of the Premises in accordance with generally accepted real estate appraisal practice. Their determination of the fair market rental value and the resultant determination of the Option Rent (as the greater of the fair market rental value as so determined, or the Fixed Rent payable during the last lease year of the original Term, plus the CPI as applicable) shall be conclusive, final and binding on the parties and enforceable in any court having jurisdiction over the parties, and the costs of the appraisal process shall be shared equally by the parties.

If the Option Rent has not been finally determined as of the first day of the Extension Term, Tenant shall make payments of Fixed Rent hereunder in the amount of the Option Rent proposed by Landlord, and upon such Option Rent being determined, an appropriate additional payment shall be made by, or credit given to, Tenant following such determination, if applicable.

3.c. Liquor License Contingency

- (1) Tenant's obligations under this Lease are conditioned on Tenant obtaining a liquor license issued by the appropriate governmental authority or authorities permitting it to sell unopened bottles or containers of alcoholic beverages at or from the Premises (the "Liquor License"). Tenant shall use its best efforts to obtain a Liquor License by the date 2 months after the date of this Lease (the

"Liquor License Outside Date"). Tenant shall keep Landlord fully informed of its progress in obtaining the Liquor License, including copies of all submittals made and timely notice of the dates of any hearings. Upon obtaining the Liquor License (the "Liquor License Date"), Tenant shall promptly so notify Landlord, and provide Landlord with a copy of same. If despite Tenant's best efforts, it cannot obtain a Liquor License by the Liquor License Outside Date, Tenant shall have the right to terminate this Lease by written notice to Landlord not later than the Liquor License Outside Date, and if Tenant duly exercises such right, this Lease shall thereupon terminate and be of no further force and effect. If Tenant shall fail to so terminate this Lease by the Liquor License Outside Date, then the provisions of this subsection shall be deemed irrevocably waived and of no further force and effect, and this Lease shall continue and be and remain in full force and effect.

- (2) It is agreed that, notwithstanding anything to the contrary in this Lease, Landlord shall not be required to commence Landlord's Work, and Tenant may not enter the property for the purpose of commencing Tenant's Work, or otherwise use and occupy the Premises prior to the Liquor License Date (unless Tenant has duly waived the provisions of this subsection).

#### 4. RENT

- 4.a. Fixed Rent. The annual fixed rent ("*Fixed Rent*") payable by the Tenant to the Landlord during the Term shall be as follows (subject to the CPI Increase, as provided in the last paragraph of this Section):

<u>Lease Year</u>	<u>Annual Fixed Rent</u>	<u>Monthly Installments</u>
1 through 5	<u>\$74,448</u>	<u>\$6,204</u>

In order to reflect increases in the cost of living over the Term of this Lease (as it may be extended), the Fixed Rent to be paid by Tenant hereunder (as set forth above) shall be increased every lease year during the Term (and any extensions thereof), on a cumulative basis, commencing on June 1, 2023, and every other June 1<sup>st</sup> thereafter during the Term (and any extensions thereof), on a cumulative basis, by a percentage equal to the CPI Increase. The "*CPI Increase*" shall equal the *greater* of (i) 3%, or (ii) percentage increase in the Consumer Price Index during the same period (the "*Annual CPI*"). The Annual CPI shall be determined by utilizing the Consumer Price Index for all Urban Consumers (CPIU), BostonBrocktonNashua MA-NH-ME-CT (198284 = 100), as published by the Bureau of Labor Statistics, Department of Labor, based on the index published next prior to the date of the last Annual CPI determination (or the Term Commencement Date, if it is the first increase) and the index published next prior to the effective date of the increase, provided that the Annual CPI hereunder shall never be less than \$0. If such index shall be altered or updated or discontinued, the Landlord shall appropriately adjust the index to be used hereunder or designate a comparable index. The CPI Increase shall be in addition to any scheduled increases in the Fixed Rent hereunder, if any, as set forth in this Section.

The obligation to pay the Fixed Rent shall commence on January 1, 2023, for the rent due for the month of January 2023 (the "*Rent Commencement Date*").

All Fixed Rent shall be payable in monthly installments, beginning on the Rent Commencement Date and due on the first day of every month thereafter during the Term. All rent payments are due in advance without notice, demand, deduction or set-off. If the first lease year or last lease year is shorter or longer than one 12-month year, the annual Fixed Rent for such lease year shall be decreased or increased proportionately.



- 4.b. **Additional Rent.** Tenant shall also pay, in addition to the Fixed Rent, as additional rent hereunder, without notice (except as specifically provided under this Lease), demand, deduction or set-off, all sums, impositions, costs, expenses and other payments which Tenant in any of the provisions of this Lease assumes or agrees to pay, and, in case of any nonpayment thereof, Landlord shall have in addition to any other rights and remedies, all of the rights and remedies provided by law or provided for in the Lease for the nonpayment of rent.

5. TIME AND PLACE OF PAYMENTS/LATE FEE/SECURITY DEPOSIT

- 5.a. **Payment of Rent.** All payments of rent and other amounts due hereunder shall be made by the Tenant to the Landlord without notice or demand at such place as the Landlord may from time to time designate in writing, which shall initially be Landlord's notice address, as provided in Section 30. The extension of time for the payment of any amount due hereunder, or the acceptance thereof after the time at which it is payable shall not be a waiver of the rights of the Landlord to insist on having all other payments made in the manner at the times herein specified.
- 5.b. **Late Fee.** In the event any Fixed Rent, additional rent or any other payments are not paid within 10 days of the due date thereof, Tenant shall be charged a late fee of \$300 for each late payment for each month or portion thereof that said payment remains outstanding. Said late fee shall be payable in addition to and not in exclusion of additional remedies herein provided to Landlord.
- 5.c. **Security Deposit.** Tenant shall provide a security deposit to Landlord in the amount of **\$12,408**. The security deposit shall be paid to Landlord as follows: (i) \$6,204 shall be paid simultaneously with Tenant's execution and delivery of this Lease; and (ii) \$6,204 shall be paid on November 1, 2022, or earlier on the satisfaction or waiver by Tenant of the Liquor License contingency, as provided in Section 3.c.

Said security deposit shall be held as security for the payment of the rents and the performance and observance of the agreements and conditions in this Lease contained on the part of the Tenant to be performed and observed. The security deposit shall be held by Landlord and may be comingled with Landlord's other assets, and Tenant shall not be entitled to any interest on the security deposit.

In the event of any default or defaults in such payment, performance or observance, Landlord may apply said sum or any part thereof toward the curing of any such default or defaults and/or toward compensating Landlord for any loss or damage arising from any such default or defaults, including any damages or deficiencies in the reletting of the Premises, whether such damage or deficiency occurs before or after a repossession proceeding or other reentry by Landlord. It is understood and agreed that Landlord shall always have the right to apply said sum, or any part thereof, as aforesaid in the event of any such default or defaults, without prejudice to any other remedy or remedies which Landlord may have or Landlord may pursue any other such remedy or remedies in lieu of applying said sum or any part thereof. If Landlord shall apply said sum or any part thereof as aforesaid, Tenant shall upon demand pay to Landlord the amount so applied by Landlord, to restore the security deposit to its original amount. Upon yielding up of the Premises at the expiration or other termination of the Term, if Tenant shall not then be in default or otherwise liable to Landlord, said sum or the unapplied balance thereof shall be returned to Tenant. Whenever the holder of Landlord's interest in this Lease shall transfer its interest in this Lease, said holder shall turn over to its transferee said sum or the unapplied balance thereof, and thereafter such holder shall be released from any and all liability to Tenant with respect to said sum or its application or return. The holder of any mortgage upon Landlord's Property shall never be responsible to Tenant for said sum or its application or return unless said sum shall actually have been received by such holder.

6. CERTAIN OPERATING COSTS, TAXES AND UTILITY OBLIGATIONS

6.a. Tenant's Operating Cost and Tax Obligations.

- (1) Tenant shall pay to Landlord, as additional rent hereunder, during the Term and any extensions thereof, 100% of any costs of operating or managing the Property which are incurred by Landlord and either are caused by any act or negligence by the Tenant or Tenant's Agents, or are performed as special services for Tenant. Tenant shall pay such additional rent to Landlord within 30 days of billing therefor.
- (2) Tenant shall pay to Landlord, as additional rent hereunder, during the Term and any extension thereof 100% of any real estate taxes or assessments attributable to any of Tenant's property. Tenant shall pay such additional rent to Landlord within 30 days of billing therefor.

6.b. Tenant's Utility Obligations. The Tenant shall promptly pay for all utilities furnished to the Premises which are separately metered or measured, including without limitation all electrical service to the Premises. If any utility is furnished to the Premises as well as to other tenants, but not all other tenants, of the Building, Tenant shall pay, as additional rent hereunder, upon demand, its pro rata share of such utility, upon a square footage basis, with the other tenants to whom such utility is furnished.

7. SERVICES

7.a. Electric Current. With respect to electrical service, it is agreed as follows:

- (1) The Premises contain a separate electric meter or meters for measuring electricity furnished to the Premises. Tenant shall contract with the company supplying electrical current for the purchase and obtaining of electrical current directly from such company, which shall be billed directly to and paid for by Tenant. This shall include all electricity used in the Premises, including but not limited to all electricity used for heating, air conditioning and ventilation, lighting, convenience outlets, equipment and machines
- (2) The Landlord shall have the right, in its sole discretion, to designate from time to time (and to change any previous designation) the particular utility company or companies who will be supplying electrical services to the Building or any portion thereof, and, if Landlord has so designated such companies, Tenant shall contract for its electrical service exclusively from such companies.
- (3) If Tenant shall require electrical current for use in the Premises in excess of the present capacities and if in Landlord's reasonable judgment, Landlord's facilities are inadequate for such excess requirements or such excess requirements will result in an additional burden on the Building systems and additional cost to Landlord on account thereof, then Landlord shall upon written request and at the sole cost and expense of Tenant, furnish and install such additional wires, conduits, feeders, switchboards and appurtenances as reasonably may be required to supply such additional requirements of Tenant, provided current therefor is available to Landlord, and provided further that the same shall be permitted by applicable laws and insurance regulations and shall not cause permanent damage to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations or repairs, or interfere with or disturb other tenants or occupants of the

Building. Tenant shall reimburse Landlord on demand for all costs incurred by Landlord on account thereof.

- (4) Tenant shall be responsible, at Tenant's expense, for keeping all light fixtures properly lamped at all times and for purchasing and installing all lamps and replacement lamps (including without limitation both incandescent and fluorescent) used in the Premises, such that the Premises are safely lit at all times of use.
- (5) Landlord shall not in any way be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur if the quantity, character or supply of electrical energy is changed or is no longer available or suitable for Tenant's requirements.
- (6) Tenant agrees that it shall not make any material alteration or material addition to the electrical equipment or appliances in the Premises without obtaining the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and Tenant shall promptly advise Landlord of any other alteration or addition to such electrical equipment appliances.

7.b. Water. Landlord shall furnish hot and cold water to common area restrooms for ordinary office-type cleaning, toilet, lavatory and drinking purposes, and, if the Premises contains any lavatories or other similar facilities which utilize water for such purposes, Landlord shall also furnish hot and cold water to such lavatories and facilities. If Tenant requires, uses or consumes water for any purpose other than for the aforementioned purposes or otherwise in excessive quantities, Landlord may (i) assess a reasonable charge for the additional water used or consumed by Tenant, or (ii) install a water meter and thereby measure Tenant's water consumption for all purposes. In the latter event, Landlord shall pay the cost of the meter and the cost of installation thereof and shall keep said meter and installation equipment in good working order and repair. Tenant agrees to pay for water consumed, as shown on said meter, together with the sewer use charge based on said meter charges as and when bills are rendered. On default in making such payment, Landlord may pay such charges and collect the same from Tenant as additional rent hereunder. Any piping and other equipment and facilities for use of water within the Premises (if any) will be maintained by Tenant at Tenant's sole cost and expense.

7.c. Heat/Air Conditioning. Landlord shall furnish heat and air conditioning to the Common Areas of the Building during the Building's business hours and business days, as established by Landlord from time to time ("*Business Hours*"), during the normal heating and cooling seasons. Tenant shall be responsible for all utility costs relating to heating and air conditioning the Premises, and Landlord shall be responsible for maintenance and repair of the HVAC system and its components that serve the Premises (except to the extent caused by Tenant's negligence or misuse of same) as reasonably required following written notice from Tenant of any maintenance or repair issues with same. Tenant covenants and agrees to keep the Premises heated and air conditioned to usual and customary levels during Business Hours and to keep the Premises heated at least to minimum levels to protect the Premises and building systems during all hours when the Premises are not occupied.

7.d. Elevators. If the Building contains elevators, and if the Premises are located on a floor requiring access by elevator, Landlord shall provide elevator facilities (which may be manually or automatically operated, either or both, as Landlord may from time to time elect) during Business Hours and during other

hours that the Building is open, for Tenant's use, non-exclusively, together with others having business in the Building;

- 7.e. Interruption or Curtailment of Services. Landlord reserves the right to interrupt, curtail, stop or suspend the furnishing of services (including the elevator) and the operation of the plumbing, mechanical, heating and electric systems whenever necessary for repairs, alterations, replacements or improvements desirable or necessary to be made in the reasonable judgment of Landlord or whenever necessary due to accident or emergency, difficulty or inability in securing supplies or labor strikes, or any other cause beyond the reasonable control of Landlord, whether such other cause be similar or dissimilar to those hereinabove specifically mentioned, until said cause has been removed. Except when caused by the gross negligence of Landlord, there shall be no diminution or abatement of rent or other compensation due from Tenant to Landlord hereunder, nor shall this Lease be affected or any of Tenant's obligations hereunder reduced, and Landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage or suspension of services or systems, except that Landlord shall exercise reasonable due diligence to eliminate the cause of same.
- 7.f. Energy Conservation. Notwithstanding anything to the contrary contained in this Lease, Landlord may institute such reasonable policies, programs or measures as may be necessary, required or expedient for the conservation and/or preservation of energy or energy services, provided either the majority of similar buildings in the area in which the Building is located are subject to similar policies, programs or measures, or such are necessary or required to comply with applicable governmental codes, rules, regulations or standards.
- 7.g. Cleaning. Tenant shall be responsible, at its sole cost and expense, for all cleaning of the interior of the Premises, including all storefronts and glass.

## 8. QUIET ENJOYMENT

The Tenant, upon prompt payment of the rent and other amounts herein reserved, and upon the performance of all of its obligations under this Lease, shall at all times during the Term and during any extension or renewal thereof, peaceably and quietly enjoy the Premises without any disturbance from the Landlord or from any other person claiming through the Landlord, subject, however, to the rights of holders of mortgages and to the terms and provisions of this Lease.

## 9. CONDITION/PREPARATION OF PREMISES/ALTERATIONS/RETURN

- 9.a. Condition of the Premises. The Premises are leased to the Tenant in their "as is" condition and Landlord shall have no obligation to complete any work to prepare the Premises for Tenant's occupancy, except for Landlord's Work (as provided below).

Tenant accepts the Premises in their present condition (but subject to the completion of Landlord's Work), without representation or warranty, express or implied, in fact or in law, by Landlord and without recourse to Landlord as to the nature, condition or usability thereof. It is understood and agreed that the Landlord has made no representations as to the condition of the Premises or the Building, or as to their fitness for any specific purpose. Tenant also confirms that the nature, extent and quality of the management, maintenance and services as currently provided by Landlord to the Premises and Landlord's Property are satisfactory in all respects and are and shall be deemed to be in full compliance with the terms of this Lease; and Tenant hereby irrevocably waives any inconsistency, nonconformity or deficiency in such existing and current conditions and services with the requirements of this Lease.

9.b. Landlord's Work. Landlord agrees to perform the following work, at Landlord's expense, utilizing Building standard materials, colors, fixtures and selections, to prepare the Premises for Tenant ("*Landlord's Work*"): (i) providing connections at the point of entry of water and sewer lines to the Premises for Tenant's plumbing needs; (ii) any coordination with the Building's common plumbing system needed in connection with Tenant's installation of sinks and grease traps; (iii) repairs to interior wall surfaces, as needed; and (iv) the painting of painted interior walls within the Premises, using Building standard paints and colors. Tenant shall make all selections, and designate any locations or other needed information promptly, so as not to delay Landlord's Work, or the ordering of products and materials in connection therewith. Tenant understands that, as provided in Section 3.c(2), Landlord shall not be obligated to commence Landlord's Work until Tenant has obtained the Liquor License or otherwise duly waived the provisions of Section 3.a. Subject to timely selections and designations by Tenant, and subject to Tenant obtaining the Liquor License, Landlord will use commercially reasonable efforts to substantially complete Landlord's Work as soon as reasonably practicable.

9.a. Tenant's Work.

- (1) Tenant shall be responsible, at Tenant's sole cost and expense, for any and all work or improvements to the Premises to prepare same for Tenant's occupancy, other than Landlord's Work ("*Tenant's Work*"). Tenant's Work shall be deemed for all purposes to be Alterations, as defined hereunder, and subject to the provisions hereof applicable thereto.
- (2) Tenant's Work shall include, without limitation: (i) the reconfiguration and rebuilding of the office in the Premises; (ii) the installation of a triple bay sink, hand washing facility, mop sink and grease trap; and (iii) all other improvements to the Premises required by any governmental authority or by the terms of any Approvals, to permit the Permitted Use to occur at the Premises.
- (3) Tenant shall be responsible for the prompt preparation and submission to Landlord for approval of all architectural, electrical, mechanical, life safety, plumbing and all other construction drawings, plans and specifications necessary for the construction of Tenant's Work; and all such plans and specifications shall be subject to Landlord's prior written approval, which approval will not be unreasonably withheld or delayed (such plans and specifications, when approved by Landlord, are referred to as the "*Plans*").
- (4) Tenant shall commence construction of Tenant's Work as soon as possible after the approval of the Plans, and proceed diligently and continuously to complete same as soon as reasonably practicable.
- (5) Under no circumstances shall Tenant open for business at the Premises until: (i) a valid, permanent certificate of occupancy (or temporary certificate of occupancy, if permitted by the Town, with Tenant to thereafter take all steps necessary to promptly obtain a permanent certificate of occupancy) has been issued for Tenant's Work and permitting the use of the Premises for the Permitted Use by the Town of Concord, and a copy thereof has been delivered to Landlord, and (ii) a final completion certificate has been issued by Tenant's architect, and a copy thereof has been delivered to Landlord, and (iii) a fire and life safety walkthrough of the Premises has been

scheduled and completed with Tenant and Landlord, and any deficiencies or incomplete items identified in such walkthrough have been remedied, fixed or completed by Tenant, and Tenant has provided Landlord with reasonable evidence of the satisfactory completion of same; and (iv) Tenant has provided Landlord with mechanic's lien releases from the general contractor and all major subcontractors and suppliers.

- (6) All work to be done hereunder by Tenant in connection with Tenant's Work shall be done in a good and workerlike fashion using new or like new materials and in a first-class manner; and Tenant's Work shall be performed in accordance with, and when completed shall in all respects comply with, all applicable law, including the applicable provisions of the Americans With Disabilities Act, all fire, life safety and building codes, all zoning requirements, the terms and conditions of all permits and approvals, and with all insurance requirements which may be then applicable.
- (7) Tenant's Work shall only be performed by contractors and subcontractors who have been approved in writing in advance by Landlord, such approval not to be unreasonably withheld or delayed. In the course of the performance of Tenant's Work (including without limitation the installation of any of Tenant's property), Tenant agrees to use labor compatible with that being employed by Landlord for work in or services provided to the Building or other buildings owned by Landlord or its affiliates, and not to employ or permit the use of any labor or otherwise take any action which might result in a labor dispute involving personnel providing work in or services to the Building pursuant to arrangements made by Landlord.
- (8) All work to be done hereunder by Tenant shall be scheduled and performed in such a manner as to result in no material interference with the Common Facilities of the Building and with the use and enjoyment of rentable space by other tenants in the Building, and Tenant agrees to promptly follow the reasonable instructions of Landlord with respect to any actions of Tenant or Tenant's Agents which may materially interfere with the use of such areas. In addition, Tenant agrees as follows with respect to the performance of Tenant's Work and any Alterations permitted hereunder: (i) Tenant shall keep the Premises and all equipment and materials therein, and all adjacent Common Facilities, in reasonably neat and orderly condition, swept and with debris disposed of on a daily basis; (ii) no loud noises, vibrations, dust or odors that might unreasonably disturb other tenants or customers or users of the Building shall be permitted to emanate from the Premises during construction; provided, if Tenant's work shall require activities that might so affect others, such as demolition work, Tenant shall advise Landlord of same in advance, shall reasonably cooperate and coordinate the scheduling of such work with Landlord so as to avoid or minimize such impacts, and if required by Landlord, shall perform such work only outside of Business Hours; (iii) Tenant shall provide in its construction and vendor contracts for Tenant's Work that Landlord may directly proceed against such parties with respect to their responsibility for any claims, repairs, remediation, cleanup or mitigation that may result from such impacts that do in fact occur, and Tenant shall reasonably cooperate and assist Landlord in connection with same;

(iv) Tenant shall keep Landlord reasonably informed regarding the work schedule for the Tenant's Work, shall provide Landlord with reasonable access to the Premises during the course of construction; (v) work trucks and other construction vehicles shall not be parked in the Building's parking areas or on any Common Facilities, and such vehicles and construction equipment shall not be located so as to hinder access to parking and to the Building or the visibility of any other rentable space in the Building; (vi) Tenant shall not use the Building's dumpster or other Building rubbish receptacles for the disposal of any construction debris; and (vii) work trucks and other construction vehicles shall not be parked, and equipment shall not be stored, on sidewalks or parked in front of the Building or on any Common Facilities, except as may be specifically permitted by Landlord in writing, and subject to such rules and directives as Landlord may require in connection with same, and in no event shall such vehicles and equipment be located so as to hinder access to parking and to the Building or the visibility of any other rentable space in the Building.

- 9.b. Alterations. No alterations, additions or improvements (hereinafter "Alterations") to the Premises shall be made by the Tenant without the prior written consent of the Landlord, which may be granted or withheld at Landlord's sole discretion. All work done in connection with any Alterations, following Landlord's approval thereof, shall be done in a good and workmanlike manner, in accordance with all applicable laws, with all permits and approvals therefor obtained by Tenant and performed by contractors approved by Landlord. Any such contractor shall be required to provide certificates of comprehensive general liability and property damage insurance in amounts reasonably required by Landlord, naming Landlord as an additional insured. Once commenced by Tenant, such work shall proceed diligently and continuously to completion, and in performing such Alterations, Tenant shall avoid interfering with the use and occupancy of other tenants of the Building and shall keep all areas outside the Premises clean and free of debris at all times. Tenant shall comply, and shall cause its contractors to comply, with any reasonable directive from the Landlord regarding the performance of the Alterations. Any Alterations made by the Tenant after such consent shall have been given, and any non-trade fixtures installed as part thereof (and any Alterations or non-trade fixtures installed during the term of the Existing Lease) shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this Lease. If Landlord shall fail to exercise such option, the Tenant shall remove such fixtures (including without limitation all Alterations and fixtures installed during the term of the Existing Lease) at the Tenant's cost upon the termination of this Lease, leaving the Premises in good order and repair, reasonable wear and tear only excepted.
- 9.c. Return of Premises. The Tenant shall, at the expiration or earlier termination of this Lease, remove its goods and effects and peaceably yield up the Premises clean and in good order, repair and condition, ordinary wear and tear excepted (but this exception shall apply only if Tenant has employed good maintenance practices, and this exception shall not excuse Tenant from any obligation hereunder to make necessary repairs and replacements), and except for repairs which the Landlord expressly agrees to make as herein provided; and Tenant shall repair any injury done to the Premises or the Building or the Property by the installation or removal of the Tenant's fixtures or other property.

10. MAINTENANCE AND REPAIRS

Tenant shall maintain all portions of the Premises and immediately adjoining areas, and interior sides of windows, in a clean and orderly condition, free of dirt, rubbish and obstructions. The Tenant shall make all nonstructural repairs necessary to maintain the Premises in good order and repair, except repairs related to common facilities or utility installations for the common use of the Building (but if such repairs are required as a result of Tenant's neglect or fault, Tenant shall be responsible for the costs thereof).

11. INSURANCE

- 11.a. Indemnification. The Tenant shall save the Landlord harmless and indemnified from and against all injury, loss, claim or damage to any person or property while on the Premises or Landlord's Property arising out of the use or occupancy of the Premises by the Tenant (unless caused by the gross negligence or default of the Landlord, its employees, agents, licensees or contractors) and from and against all injury, loss, claim or damage to any person or property occasioned by any act, neglect or default of the Tenant or any of Tenant's agents, employees or contractors.
- 11.b. Liability Insurance. The Tenant shall maintain with respect to the Premises and appurtenances thereto, comprehensive general liability and property damage including the broad form comprehensive general liability endorsement and a contractual liability coverage endorsement, in limits of not less than \$1,000,000.00 per occurrence, or such greater amount as Landlord shall reasonably require from time to time during the Term, for combined single limit bodily injury and property damage liability, in companies qualified to do business in Massachusetts and acceptable to Landlord, insuring the Landlord as well as the Tenant against injury to persons or damage to property as herein provided.
- 11.c. Property Insurance. The Tenant shall maintain, at its sole cost and expense, fire and extended coverage insurance for all of its contents, furniture, furnishings, equipment, improvements, funds, personal property, floor coverings and fixtures located within or about the Premises, providing protection in an amount equal to 100% percent of the full replacement value of said items (replacement value meaning the cost of repairing or replacing the damaged property without deduction for depreciation).
- 11.d. Insurance Policies. The Tenant shall deposit with the Landlord certificates of insurance that it is required to maintain under this Section, at or prior to the Term Commencement Date of this Lease, and thereafter, within 30 days prior to the expiration of each such policy. Such policies shall to the extent obtainable, provide that the policies may not be changed or canceled without at least 30 days prior written notice to the Landlord. Such insurance may be maintained by the Tenant under a blanket policy or policies so-called.
- 11.e. Landlord's Insurance. Landlord shall maintain fire and extended coverage insurance on the Building providing protection in an amount determined by Landlord to be adequate. The costs of such insurance and any other insurance obtained by Landlord with respect to the Property and its operations.
- 11.f. Waiver of Subrogation. Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release shall not operate in any



case where the effect is to invalidate or increase the cost of such insurance coverage (provided, that in the case of increased cost, the other party shall have the right, within 30 days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

## 12. FIRE AND CASUALTY DAMAGE

12.a. Termination. Should all or a portion of the Premises, or of the Building, be substantially damaged (as defined below) by fire or other casualty, the Landlord at its option may elect to terminate this Lease. Should all or a portion of the Premises be substantially damaged (as defined below) by fire or other casualty, the Tenant may elect to terminate this Lease if:

- (1) The Landlord fails to give written notice within 60 days after such damage of its intention to restore the Premises, or
- (2) Such damage causes the Premises to be untenable for Tenant's use thereof for more than 120 days.

Tenant shall exercise its option to terminate by giving written notice to Landlord, as applicable, within 30 days after Landlord's failure to notify or within 30 days after such 120 day period.

The term "substantial damage" as used herein shall refer to damage of such a character that the same cannot, in ordinary course, be reasonably expected to be repaired within 120 days from the time that such work commences, as reasonably determined by Landlord.

12.b. Restoration and Abatement. If the Term of this Lease is not so terminated, Landlord will, with reasonable diligence and at its expense, repair and rebuild the Premises as nearly as reasonably practicable to the same condition as it was prior to such damage. Landlord's obligations to repair and rebuild shall in all events be limited to the insurance proceeds made available to Landlord. . Landlord shall not be obligated to repair or restore Tenant's personal property, fixtures, furniture, equipment or floor coverings or any Alterations performed by Tenant.

If the Term of this Lease is not so terminated, for so long as such fire or casualty renders the Premises substantially unsuitable for the Tenant's use, a just and proportionate abatement of rent shall be made until Landlord's repairs have been completed.

It is expressly understood and agreed that nothing in this Lease contained shall be deemed to create in Tenant any interest in any hazard insurance policies or the proceeds thereof.

## 13. EMINENT DOMAIN

13.a. Termination. In the event that the whole of the Premises or Landlord's Property shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the Term hereby granted shall forthwith terminate as of the date of the divesting of Landlord's title. Should a portion of the Premises, or of the Building, or of Landlord's Property, be so condemned or taken, and such taking is substantial (as defined below), the Landlord at its option may elect to terminate this Lease. Should a portion of the Premises be so condemned or taken, and such taking is substantial (as defined below), the Tenant may elect to terminate this Lease if:

- (1) Such taking or condemnation results in the permanent loss of: reasonable access to the Premises, or 10% or more of the Premises, or facilities that supply heat, air conditioning, water, drainage, plumbing, electricity or other utilities or services to the Premises; or
- (2) Such taking or condemnation causes the Premises to be untenable for Tenant's use thereof for more than 120 days.

Tenant shall exercise its option to terminate by giving written notice to Landlord within 60 days following the date on which Landlord's title has been divested by such authority.

The term "substantial" as used herein shall refer to a condemnation or taking which: reduces the floor area of the Building, or reduces the total area of Landlord's Property by more than 5%, or affects parking and/or access to Landlord's Property and the Building, or will require, in Landlord's judgment, more than 120 days to restore.

- 13.b. Restoration and Abatement. If neither the Landlord or Tenant elects to terminate this Lease as aforesaid, this Lease shall be unaffected by such taking, except that the Fixed Rent shall be abated equitably. In the event that only a part of the Premises shall be so condemned or taken and this Lease is not terminated as hereinbefore provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the Premises as nearly as reasonably practicable to the same condition as it was prior to such condemnation or taking. Landlord's obligations to restore shall in all events be limited to the condemnation proceeds made available to Landlord.
- 13.c. Award. In the event of any condemnation or taking hereinbefore mentioned of all or part of Landlord's Property, Landlord shall be entitled to receive the entire award in the condemnation proceedings, including any award made for the value of the estate vested by this Lease in the Tenant, and Tenant hereby expressly assigns to the Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof. Notwithstanding the foregoing, Tenant shall have the right to bring a separate condemnation proceeding for relocation expenses and the unamortized value of trade fixtures payable in the manner and extent as, and if, provided by law.

#### 14. SIGNS

Tenant shall not place any signs or other forms of advertising on or about the exterior of the Premises or the Building or upon any sidewalks, interior or exterior walkways or roads or drives adjacent to the Building, without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. The foregoing prohibition shall also prohibit any signs or other advertising on the windows of the Premises or located within the interior of the Premises that are visible outside the Premises, and, specifically, no banners and no signs adhered directly to the Premises' windows shall be permitted.

Notwithstanding the foregoing, if and so long as Tenant is a retail tenant of the Building and the Premises has an exterior storefront and entrance, Tenant may, at its sole expense, place one sign on the exterior of the Building at the Premises' storefront, the size, design and location of which shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld. Without limitation, in no event will Landlord be required to approve of neon, gas, illuminated or flashing signs. Such sign shall identify Tenant's tradename only and shall be in accordance with Landlord's building standards for signage, as established from time to time, and such sign shall comply with all applicable laws, including all codes, ordinances and regulations of the Town of Concord, and Tenant shall obtain all required permits and approvals prior to installing such sign, including any approvals required from the Town's Historical Commission. Such sign shall be fabricated and installed by Tenant within 45 days after the Commencement Date, shall be maintained in good condition by Tenant throughout the Term of this Lease, and shall be removed by Tenant upon the termination of this Lease (with any damage caused to the Premises or Building by such sign or its removal being promptly repaired by Tenant at its expense).

Notwithstanding the foregoing, if Tenant is a retail tenant of the Building and the Premises has an interior concourse storefront and entrance, Tenant may, at its sole expense, place one sign on the concourse face of the exterior wall of the Premises, at the Premises concourse storefront, the size, design and location of which shall be as determined by Landlord, and in all events shall be at all

times in accordance with Landlord's Building standards for concourse signage, as established from time to time.

#### 15. ACCESS

The portions of the Building necessary for access to the Premises shall remain open during Business Hours, as provided herein, and Tenant's employees, agents, customers and business invitees shall have a right of access, in common with others entitled thereto, to the Premises during Business Hours, subject to emergency conditions. Subject to after-hours security arrangements, if any, that may be established by Landlord from time to time, and to emergency conditions, Tenant's employees shall have access to the Premises during other times.

The Landlord shall have access to the Premises at all reasonable times upon reasonable prior written or oral notice, except in the case of emergency such restrictions on access shall be inapplicable.

#### 16. SUBLEASE AND ASSIGNMENT

The Tenant shall not assign the Lease or sublet the Premises for the remainder of the Term except with the prior written approval of the Landlord, which approval may be granted or withheld at Landlord's sole and absolute discretion; it being understood that the tenant mix, the nature of any tenant's business, and the identity and experience of any proposed tenant is of crucial importance to Landlord and to the continued success of the Property, of other tenants of the Building and of the due and property management and operation of the Property.

Notwithstanding any such assignment or subletting, it is understood and agreed that the original Tenant named herein shall always remain primarily and unconditionally liable to Landlord for the observance and performance of the obligations and agreements of Tenant in this Lease contained.

It shall be a condition precedent to the granting of any consent by Landlord hereunder that Tenant and any such assignee or subtenant shall enter into an agreement with Landlord, in form satisfactory to counsel to Landlord, pursuant to which such assignee or subtenant agrees directly with Landlord to assume and perform all of the obligations and agreements of Tenant contained in this Lease, and containing such other conditions and provisions as Landlord shall require. Tenant agrees to pay all of Landlord's costs in connection with the consideration of any such proposed assignment or subletting, including reasonable attorney's fees.

Tenant shall pay to Landlord monthly one-half of the excess of the rents and other charges received by Tenant pursuant to the assignment or sublease over the rents and other charges reserved to Landlord under this Lease attributable to the space assigned or sublet.

#### 17. DEMOLITION

If after January 1, 2025, the Landlord shall determine to demolish and rebuild the Building, or to undertake a substantial renovation of the Building, then Landlord has the right to terminate this Lease by giving to Tenant 6 months' written notice of Landlord's determination to demolish and rebuild or to renovate, and thereupon the Lease shall terminate at the expiration of such 6month period.

#### 18. SUBORDINATION

This Lease is subject and subordinate to all real estate mortgages and ground leases prior to or subsequent to the date of execution and delivery of this Lease and to all renewals, modifications, consolidations, replacements or extensions thereof. Upon the request of Landlord, the Tenant shall promptly execute and deliver all such instruments as may be appropriate to subordinate this Lease to any ground leases and/or mortgages, and to all advances made thereunder and to the interest thereon, and all renewals, replacements and extensions thereof, provided that, in the case of ground leases or mortgages entered into subsequent to Commencement Date, on the request of Tenant, Landlord shall use reasonable efforts to have the

mortgagee agree, on its customary form, not to disturb the occupancy of Tenant under the Lease in the event of foreclosure if Tenant is not in default of any of the terms and conditions of this Lease.

## 19. TENANT'S COVENANTS

19.a. Tenant's General Covenants. The Tenant covenants and agrees as follows:

- (a) Tenant shall perform promptly all of the obligations of the Tenant set forth in this Lease and shall pay when due all rent (including all Fixed Rent and additional rent) and all other charges which by the terms of this Lease are to be paid by the Tenant.
- (b) Tenant shall obtain all necessary governmental licenses and permits required for the proper and lawful conduct of Tenant's business and Tenant's use of the Premises. Tenant, at Tenant's expense, shall comply with all health, safety and police requirements affecting or applicable to the Premises or the cleanliness, safety, occupancy and use thereof, whether or not same are substantial, foreseen or unforeseen, ordinary or extraordinary. Tenant shall at all times conduct its business in a reputable manner.
- (c) Tenant shall pay all costs on demand for all loss or damage suffered or incurred by Landlord caused by Tenant or caused by nuisance or neglect suffered on the Premises due to Tenant, its agents, employees, invitees or assigns.
- (d) Tenant shall keep the interior of the Premises in a clean, neat and orderly , condition. Tenant shall keep all refuse, rubbish and debris in covered containers located only in areas approved by Landlord and shall remove rubbish and debris from the Premises at a frequency consistent with good fire safety, hygiene practices and neatness. If additional rubbish pickup is required, or if the dumpster needs to be emptied due to Tenant's usage, then such additional cost shall be paid by Tenant, as additional rent hereunder, promptly upon demand from Landlord.
- (e) Tenant shall permit Landlord and its agents to examine the Premises at reasonable times, and to show the Premises to prospective tenants, lenders, buyers and other parties. The Landlord may enter the Premises to make any replacements and repairs or for other purposes, after reasonable notice is given to Tenant.
- (f) Tenant shall use the Premises only for a specialty gourmet shop for the retail sale of pre-packaged foods, beverages and goods such as cheese, wine, beer, flavored olive oil, vinaigrette, chocolate, crackers, hot sauces, dried fruit, mix nuts, dried meat, tea and similar products (which use shall not include the preparation, cooking or serving of food at the Premises, or any restaurant use, which uses shall be prohibited) (the "*Permitted Use*") and for no other purpose. Tenant shall always conduct its business in the Premises under its current trade name, "Art's Specialties", or such other trade name as may reasonably be approved of in writing by Landlord.
- (g) Tenant shall not injure, overload, deface or otherwise harm the Premises, commit any nuisance or permit the emission of any objectionable odor, or make any use of the Premises which will increase the cost of the Landlord's insurance (unless Tenant pays for such increased cost). Tenant shall not sell or display merchandise in or store or dispose of trash or refuse in or otherwise obstruct the driveways, walks, halls, parking area, or other common areas. The sidewalks, entrances, interior corridors, and stairways shall not be obstructed or encumbered by the Tenant or used for any purpose other than egress to and from the Premises.

- (h) Tenant shall not suffer or permit strip or waste.
- (i) Tenant shall not permit any use that may be deemed obnoxious or which unreasonably interferes with or affects any other tenants in the Building or creates a public or private nuisance or fire hazard.
- (j) Tenant shall not conduct any auction, fire, bankruptcy or going-out-of-business sale, nor use or permit any sound apparatus for reproduction or transmission of music or sound which shall be audible beyond the physical interior of the Premises.
- (k) Tenant shall comply with Landlord's Rules and Regulations as are currently in effect and such reasonable rules and regulations as shall from time to time hereafter be established by the Landlord for the safety, care, cleanliness or orderly conduct of the Premises and Landlord's Property, and for the benefit, comfort and convenience of all of the occupants of the Building. The Rules and Regulations as currently in effect are as set forth in Exhibit B attached hereto.
- (l) If during the Term and any extension thereof, the fire insurance rate of the Building or the Premises is increased due to the nature of the Tenant's occupancy, Tenant shall pay to the Landlord any additional insurance premiums resulting from such rate increase. Any such additional premiums payable by the Tenant shall be additional rent and shall be paid to the Landlord within 10 days after written demand accompanied by the insurance premium notice or other satisfactory evidence of the amount due.
- (m) Tenant shall not at any time use or occupy the Premises in violation of the certificate of occupancy or building permit issued for the Building or any applicable zoning ordinance. The statement in the Lease of the nature of the business to be conducted by the Tenant in the Premises does not constitute a representation or guaranty by the Landlord that such business may be conducted on the Premises or is lawful under the certificate of occupancy or building permit or is otherwise permitted by law.
- (n) Tenant shall not vacate or abandon the Premises, and shall continuously operate and conduct its business within the Premises in a first class and reputable manner. Tenant shall conduct its business in such a manner both as regards noise and other nuisances, as will not unreasonably interfere with, annoy or disturb any other tenant in the conduct of its business, or the Landlord in the management of the Building.
- (o) Tenant, and Tenant's employees, agents, contractors, licensees, invitees, guests or customers, shall not generate, store or spill upon, dispose of or transfer to or from the Premises or Landlord's Property any hazardous waste materials (as defined below), and Tenant shall strictly comply with all applicable laws relating to hazardous waste materials. Tenant shall save Landlord (together with its partners, beneficial owners, trustees, employees, agents, contractors, attorneys and mortgagees) harmless and indemnified from and against any and all damages (including without limitation clean-up and remediation costs) which may be asserted on account of the presence or release of hazardous waste materials on, in or from the Premises during the Term and any period when Tenant (or those claiming by or through Tenant) occupies the Premises, on account of the activities of Tenant (or those claiming by or through Tenant) in violation of any applicable laws relating to hazardous waste materials, or on account of the breach of any of the covenants contained in the previous sentence. Tenant agrees that if it or anyone claiming under it violates this provision, Tenant shall forthwith remove the hazardous waste materials in the

manner provided by applicable law, regardless of when such hazardous waste materials shall be discovered, and Tenant shall forthwith repair and restore any portion of the Premises or Landlord's Property which it shall disturb in so removing said hazardous waste materials to the condition which existed prior to Tenant's disturbance thereof. The provisions of this subparagraph shall be in addition to any other obligations or liabilities of Tenant under this Lease or under applicable law, and in addition to any other remedies of Landlord under this Lease or under applicable law, and the obligations of Tenant under this subparagraph shall survive the termination of this Lease.

For purposes of this subparagraph, "*hazardous waste materials*" shall mean any substance which is or becomes defined as hazardous waste, hazardous material or oil under any Federal, State or local laws, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or otherwise hazardous to health and which is or becomes regulated under any applicable law.

- (p) Tenant shall temporarily keep all refuse and rubbish generated at the Premises in covered containers within the Premises, store same in a sanitary and sightly manner, and regularly remove such refuse and rubbish from the Premises to an exterior dumpster or other containers provided by Landlord at the Property. If Tenant's use of the dumpster or other containers shall be deemed excessive by Landlord, Landlord may require Tenant to pay a fee for such use and disposal, or may require Tenant to be responsible, at its sole cost and expense, for the removal of all its refuse and rubbish from the Property.
- (q) Tenant shall keep the Premises fully equipped with all required safety appliances and equipment, including without limitation fire extinguishers.
- (r) Tenant hereby represents to the Landlord that it has the authority to enter into this Lease, that the execution and delivery of this Lease is not in contravention of its charter or by-laws or applicable state laws, and that this Lease has been duly authorized by, as appropriate, its Board of Directors and Shareholders, its Partners, its Members, its Beneficiaries or other ownership or management interest-holders.

19.b. Tenant's Specific Covenants. In addition to the covenants above, Tenant covenants and agrees as follows:

- (a) Tenant shall, during the entire Term of this Lease, keep the Premises fully stocked, furnished and set up with merchandise, materials and décor of a type and quality consistent with the Permitted Use. Tenant shall continuously operate and conduct its business at the Premises during the entire Term of this Lease, and shall keep the Premises fully staffed and open for business during the hours that Tenant's business is open. Tenant shall not close, reduce its operations, abandon the premises, close the business at the Premises or otherwise let the Premises "go dark" at any time during the Term.
- (b) All storefronts at the Premises and all other parts thereof visible from the exterior of the Building shall be kept in a neat and orderly condition, free of all litter and trash, consistent with the Permitted Use and the first class nature of the Building and its other tenants. No posters or paper will be allowed on the windows of the Premises at any time, except for signs as expressly provided in Section 14.
- (c) Tenant shall keep all doors between the Premises and the Building's interior concourse closed at all times (except when people are actually entering or leaving the Premises), and said doors shall never be propped open or otherwise kept in an open position.

- (d) Tenant shall be responsible for keeping the exterior areas in front of the Premises free of snow and ice and properly salted and sanded, so such areas are and remain safe for pedestrians, customers and employees accessing the Premises.
- (e) Tenant shall keep the Premises and adjoining portions of Landlord's Property free of pests, insects, rodents and other vermin, and shall cause same to be exterminated by a professional pest control company on a reasonable schedule as required, but no less frequently than quarterly (unless pest problems are discovered, in which event more frequent extermination may be required by Landlord), and Tenant shall provide Landlord with a copy of its pest control service contract.
- (f) Tenant shall not permit any loud sounds or noises (including music) to be emitted from the Premises so as to be reasonably audible in the Common Areas or to other tenants or occupants of the Building, the sidewalks and streets adjacent thereto or any adjoining properties.
- (g) Tenant shall not permit any of Tenant's customers, vendors, employees, contractors or agents to park in any of the parking areas or spaces on Landlord's Property (except to the extent Tenant has rights to use any parking spaces, pursuant to separate arrangements with Landlord), and shall take reasonable steps to advise its employees and customers that they cannot park in such areas.
- (h) Landlord agrees that, in connection with the Permitted Use, Tenant may engage in the retail sale of alcoholic beverages in sealed and unopened bottles and containers ("*Alcoholic Beverages*") at or from the Premise for off-premises consumption. Tenant acknowledges that, but for Tenant's assurances given below, Landlord would not permit the sale of Alcoholic Beverages on the Premises. Accordingly, Tenant covenants and agrees with Landlord as follows:
  - 1. Tenant may sell Alcoholic Beverages on or from the Premises only if it has first received the Liquor License, as defined in Section 3.c, and so long as same remains in full force and effect, and all Alcoholic Beverages shall be sold only in strict accordance with the Liquor License, and all of its terms, conditions and limitations.
  - 2. Prior to any sale of Alcoholic Beverages, Tenant shall provide Landlord with a copy of the Liquor License, and shall provide Landlord with copies of any renewals or modifications thereto promptly upon receipt thereof. Tenant shall also promptly provide Landlord with copies of any notice of violation, revocation, hearing or complaint Tenant receives from governmental authorities or any other party in connection with the Liquor License or otherwise in connection with its sale of Alcoholic Beverages at the Premises, including without limitation, notification that it has been placed on the Commonwealth of Massachusetts Alcoholic Beverage Control Commission's delinquent list.
  - 3. Any Alcoholic Beverages sold shall be solely for later consumption by consumers. In no event shall any Alcoholic Beverages be opened or served at the Premises or anywhere on the Property, and no Alcoholic Beverages shall be consumed at any time at the Premises or anywhere on the Property. It shall be Tenant's obligation, at its cost, to properly police the Premises and Property to assure that none of the foregoing occurs.

4. Tenant shall, at its sole cost and expense, at all times provide appropriate and adequate security at the Premises (including an alarmed security system) for the storage of all Alcoholic Beverages thereat and the protection of persons and property in connection therewith.
5. At all times, Tenant shall keep in force, at its expense, dram shop insurance naming Landlord, Landlord's management company and any mortgagees as insureds, in the amount of \$2,000,000.00, or such higher amount as Landlord may from time to time reasonably require, and shall promptly provide Landlord with a certificate of such insurance prior to the commencement of the sale of Alcoholic Beverages at the Premises and at least 30 days prior to the expiration of such policy, and if Tenant fails to procure, keep in force and provide such certificates to Landlord, Landlord may obtain such insurance on Tenant's behalf, and Tenant shall pay Landlord for all costs of same as additional rent hereunder promptly upon billing therefor.
6. Landlord's agreement to permit the sale of Alcoholic Beverages by Tenant, or its procurement or payment for any insurance in connection therewith, shall not in any respect whatsoever be deemed an acknowledgement by Landlord that its ownership of the Building, this Lease, or the Permitted Use hereunder, imposes any responsibility upon Landlord for hazards or liabilities arising therefrom, all of which are hereby exclusively assumed by Tenant; and in addition to other indemnity provisions set forth in this Lease, Tenant hereby indemnifies and holds harmless Landlord, its officers, partners, members, managers, contractors, agents and employees, and those in privity of estate with Landlord or any of said parties, from and against all claims, expenses or liabilities of whatever nature (including attorneys' fees) arising, directly or indirectly, from any accident, injury or damage that results or is claimed to have resulted from the presence or sale of alcoholic beverages on or from the Premises.
7. In addition to any other remedies Landlord has under the Lease, upon any Event of Default under this subsection, Landlord may immediately prohibit Tenant from selling any Alcoholic Beverages on or from the Premises.

Tenant understands that each of the covenants in this Section 19.b, each of which relate to Tenant's operations at the Premises, are of crucial and material importance to Landlord and to the overall success of the Building as a multitenant retail facility, and Tenant understands that Landlord would not enter into this Lease with Tenant absent Tenant's agreement to comply fully and strictly with each of the foregoing covenants.

## 20. TENANT'S DEFAULTS

The following shall be deemed to be defaults hereunder:

- (a) If Tenant shall fail to pay the Fixed Rent when due hereunder and such failure continues for more than 7 days after the date due; or if Tenant fails to pay any other additional rent or other charges provided for hereunder and such failure continues for more than 7 days after written notice from Landlord designating such failure; or
- (b) If Tenant shall fail to comply with any other obligation or covenant hereunder and such failure continues for more than 30 days after written notice from Landlord to Tenant specifying such failure (except that the notice and cure period for Tenant's failure to comply with the covenants contained in Section



19.b shall be 2 days); provided, if such failure by its nature cannot be cured within 30 days, Tenant shall be given such additional time as is reasonably necessary, not to exceed 60 days in total (and provided if such failure relates to a covenant under Section 19.b and is curable but cannot be cured within 2 days, Tenant shall be given such additional time as is reasonably necessary, not to exceed 7 days in total), provided Tenant has commenced diligently to correct said failure and thereafter diligently pursued such correction to completion; or

- (c) If Tenant or any guarantor of Tenant's obligations under this Lease makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law; if a petition is filed against Tenant or any guarantor and is not dismissed within 45 days; if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and is not returned to Tenant within 45 days; or if such leasehold is taken from Tenant on execution or other process of law in any action.; or
- (d) If Tenant is a corporation or other entity, its failure to remain a corporation or other entity in good standing and qualified to do business in Massachusetts.

## 21. RIGHTS OF LANDLORD UPON TENANT'S DEFAULT

- 21.a. Landlord's Remedies. In the event any default shall occur, Landlord shall have the right, then or at any time thereafter, at its sole election either:
- (1) To terminate this Lease by written notice to Tenant, which termination shall take effect on the date of Landlord's giving of said notice or on any later date specified in Landlord's termination notice; or
  - (2) To enter upon and take possession of the Premises (or any part thereof in the name of the whole) without demand or notice, and repossess the same as of the Landlord's former estate, expelling Tenant and those claiming under Tenant, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other remedy for any default hereunder.

Landlord's repossession of the Premises under this Section shall not be construed to effect a termination of this Lease, unless Landlord sends Tenant a written notice of termination as required hereunder. Tenant hereby waives any rights of redemption under Massachusetts General Laws chapter 186.

- 21.b. Reletting. Landlord shall have the right (at its sole election and whether or not this Lease shall be terminated) to relet the Premises or any part thereof for such period or periods (which may extend beyond the term) and at such rent or rents and upon such other terms and conditions as Landlord may deem advisable, and in connection with any such reletting, Landlord may make or cause to be made such additions, alterations and improvements to the Premises as Landlord may deem advisable.
- 21.c. Removal of Goods. If Landlord shall terminate this Lease or take possession of the Premises by reason of a default, Tenant, and those claiming under Tenant, shall forthwith remove their goods and effects from the Premises. If Tenant or any such claimant shall fail so to remove forthwith, Landlord, without liability to Tenant or to those claiming under Tenant, may remove such goods and effects and may store the same for the account of Tenant or of the owner thereof in any place selected by Landlord or, at Landlord's sole election, Landlord may sell the same at public auction or at private sale on such terms and conditions as to price, payment and otherwise as Landlord, in its sole judgment, may deem advisable. Tenant shall be responsible for all costs of

removal, storage and sale, and Landlord shall have the right to reimburse itself from the proceeds of any such sale for all such costs paid or incurred by Landlord. If any surplus sale proceeds shall remain after such reimbursement, Landlord may deduct from such surplus any other sum due to Landlord hereunder and shall pay over to Tenant the remaining balance of such surplus sale proceeds, if any.

- 21.d. Current Damages. No termination or repossession provided for in this Section shall relieve Tenant or any guarantor of its liabilities and obligations hereunder or under its instrument of guarantee, all of which shall survive such termination or repossession. In the event of any such termination or repossession, Tenant shall pay Landlord, in advance, on the first day of each month (and pro rata for the fraction of any month) for what would have been the entire balance of the term, one-twelfth of the Annual Rental for the Premises, as defined in Section 21.e. hereof, less the proceeds (if any) of any reletting of the Premises which remain after deducting Landlord's expenses in connection with such reletting. Such expenses shall include, without limitation, removal, storage and remodeling costs, the cost of painting and refurbishing the Premises, and attorneys' and brokers' fees.
- 21.e. Annual Rental. The Annual Rental for the Premises shall be the total of the Fixed Rent and additional rent, and all other charges payable by Tenant (whether or not to Landlord) for the year ending next prior to such termination or repossession.
- 21.f. Liquidated Damages. In lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section, Landlord may by written notice to Tenant, at any time after termination of this Lease or repossession of the Premises, and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the Annual Rental accrued in the twelve months ended next prior to such termination plus the amount of rent of any kind accrued and unpaid at the time of termination or repossession and less the amount of any recovery by Landlord under the foregoing provisions of this Section up to the time of payment of such liquidated damages, plus in any event all costs of enforcement. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, 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, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.
- 21.g. Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.
- 21.h. Landlord's Right to Cure Defaults. Landlord shall have the right but not the obligation, to cure at any time and without notice, any default by Tenant under this Lease. Whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorney's fees, in curing a default shall be paid by Tenant to Landlord on demand, as additional rent hereunder, together with lawful interest thereon from the date of payment by Landlord to the date of payment by Tenant.
- 21.i. Costs of Enforcement. Tenant shall pay, within 7 days after receipt of Landlord's bill therefor, all costs and expenses (including without limitation

reasonable attorneys' fees) incurred by Landlord in enforcing Tenant's obligations or Landlord's rights under this Lease.

- 21.j. Interest. In the event any rent (whether Fixed Rent or additional rent) or any other payments due from Tenant under this Lease are not paid when due, then Tenant shall pay to Landlord, as additional rent, interest on such overdue amounts from the date such amounts become due to the date on which same are paid at an interest rate equal to 1 1/2% per month.

## 22. RECORDING

The parties agree not to record this Lease. However, if this Lease is for a term (including any options) of more than 7 years, Tenant may record a Notice of Lease in the form suggested by the applicable statute, with such recording to be at Tenant's expense.

## 23. LIABILITY OF LANDLORD

In no event shall Landlord be liable for any breach of covenant during the Term unless the same shall occur during and within the period of time that it is the record owner of and in possession of Landlord's Property. It is specifically understood and agreed that there shall be no personal liability under this Lease for any of the obligations of the Landlord hereunder, and no trustee, beneficiary, joint venturer, tenant in common, partner (general or limited), member, shareholder, director or officer of Landlord shall have any personal liability hereunder. Tenant agrees to look only to Landlord's interest in the Building for satisfaction of any claim against Landlord hereunder.

The failure of Landlord or any utility or utility supplier to provide any service to the Premises to any specific degree, quantity, quality or character shall not form a basis of claim for damages or breach of covenant against Landlord, or any offset of rent. The placement by Tenant of any goods, wares and merchandise in the Premises or any areas within Landlord's Property shall be at the sole risk and hazard of the Tenant.

In no event and under no circumstances whatsoever shall Landlord be liable to Tenant for any indirect, incidental or consequential damages in connection with any act of Landlord, its agents or employees.

## 24. FORCE MAJEURE

In any case where Landlord is required to do any act, the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond such party's reasonable control, whether such time be designated by a fixed time or "reasonable time."

## 25. MECHANICS' LIENS

The Tenant will not permit any mechanic's or materialmen's or other liens to stand against the Premises or Landlord's Property for any labor or materials furnished the Tenant in connection with work of any character performed on the Premises by or at the direction of the Tenant. Any such lien shall be discharged within ten days. If Tenant fails to discharge such lien, Landlord may do so at Tenant's sole cost and expense.

## 26. WAIVER; ACCORD AND SATISFACTION

The waiver of one failure to comply with any term, condition, covenant, obligation or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, obligation or agreement or of any subsequent failure.

No acceptance by Landlord of a lesser sum than any sum due under any provisions of this Lease shall be deemed to be other than on account of the earliest installment of such sum due, nor shall any endorsement or statement on any check or letter accompanying any check or payment be

deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to any rights to recover the balance of such installment or pursue any other remedy in this Lease provided.

## 27. DEFINITIONS

The words "Landlord" and "Tenant" as used herein shall include their respective heirs, executors, administrators, successors, representatives, assigns, invitees, agents and servants. The words "it", "he", "she", "him" and "her", or similar words, where applicable shall apply to the Landlord or Tenant regardless of gender, number, corporate entity, trust or other body. If more than one party signs this Lease as Tenant, the covenants, conditions and agreements of the Tenant shall be joint and several obligations of each party.

## 28. GENERAL PROVISIONS.

It is agreed as follows:

- (a) If any provision of this Lease or the application thereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this Lease and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- (b) In no case shall mention of specific instances under a more general provision be construed to limit the generality of said provision.
- (c) The section and article headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to limit, define or describe the scope or intent of this Lease or in any way affect this Lease.
- (d) This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.
- (e) This Lease shall constitute the only agreement between the parties relative to the Premises and no oral statements and no prior written statements, agreements or other matters relative to the Premises and not specifically incorporated herein shall be of any force or effect. In entering into this Lease, the Tenant relies solely upon the representations and agreements contained herein. This Lease shall not be modified except by writing executed by both parties.
- (f) Tenant covenants and agrees that, notwithstanding any other provision of this Lease to the contrary: the obligations of Tenant under the Lease, including the obligation to pay the Fixed Rent, additional rent and other charges when and as provided for therein, are covenants which are independent of any covenants or obligations to be performed by Landlord thereunder; and no breach of any obligations or covenants to be performed by Landlord thereunder shall give rise to any right of termination of the Lease by Tenant, or any right to withhold, setoff, abate or otherwise reduce the payment and other obligations of Tenant thereunder.
- (g) Agents or employees of the Landlord have no authority to make or agree to make a lease or any other agreement in connection herewith. The submission of this document or a summary of some or all of its provisions for examination and negotiation, or the execution of a letter of intent or a proposal letter or similar document does not constitute an option to lease, or a reservation of, or option for, the Premises, and this document, and the rights of Tenant with

respect to the Premises, shall become effective and binding only upon the execution and delivery hereof by both parties.

29. EXECUTION

This Lease may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.

30. NOTICES

Any notices required under this Lease shall be in writing and delivered by hand or mailed by registered or certified mail or by overnight mail by a nationally recognized carrier: if to Tenant, to the Premises; and if to Landlord, care of its management agent, Spaulding Management LLC, One Concord Farms, 490 Virginia Road, Concord, Massachusetts 01742. Such addresses may be changed by either party by written notice to the other in accordance with this Section. Time is of the essence with respect to all notices and periods for giving notices or taking any action thereto under this Lease.

31. BROKER'S INDEMNITY

Tenant and Landlord each represent and warrant that they have dealt with no brokers in connection with this Lease, other than Bryan K. Ernst of Access Commercial (the "Broker"). Tenant hereby agrees to hold Landlord harmless from, and indemnified against, all loss or damage (including, without limitation, the cost of defending same) arising from any claim by any broker or finder claiming to have dealt with Tenant, other than the Broker.

32. HOLDING OVER

If for any reason Tenant holds over or occupies the Premises beyond the Term, then Tenant shall have no more rights than a tenant at sufferance (or, at Landlord's sole option, such holding over shall constitute a tenancy from month to month, terminable by either party upon 30 days prior written notice to the other), and, in any case, Tenant shall be liable for payment of rent during such period in an amount equal to two times the rent (including Fixed Rent and all additional rent) payable hereunder for the final year of the Term prior to such holding over. Such tenancy shall otherwise be on the same terms and conditions as set forth in the Lease, as far as applicable. Nothing in this Section shall be construed to permit such holding over, or to limit Landlord's other rights and remedies on account thereof.

33. LANDLORD'S MORTGAGES

After receiving notice from Landlord or from any person, firm or other entity that such person, firm or other entity holds a mortgage, which includes the Premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given in accordance with this Lease to such holder, and the curing of any of Landlord's defaults by such holder shall be treated as performance by Landlord, it being understood and agreed that such holder shall be afforded a reasonable period of time after the receipt of such notice in which to effect such cure.

Tenant shall cooperate with Landlord so that Landlord will be able to procure mortgage financing for any and all of Landlord's properties. Upon request, Tenant agrees to execute and deliver to Landlord estoppel or offset letters as reasonably required by Landlord's mortgage lenders.

*[signatures on next following page]*

Executed under seal as of August 14, 2022.

*TENANT:*

ART'S SPECIALTIES, LLC

By: 

Name: Artur Nergaryan

Title: Manager

duly authorized

*LANDLORD:*

LEXINGTON SQUARE TRUST

By its managing agent

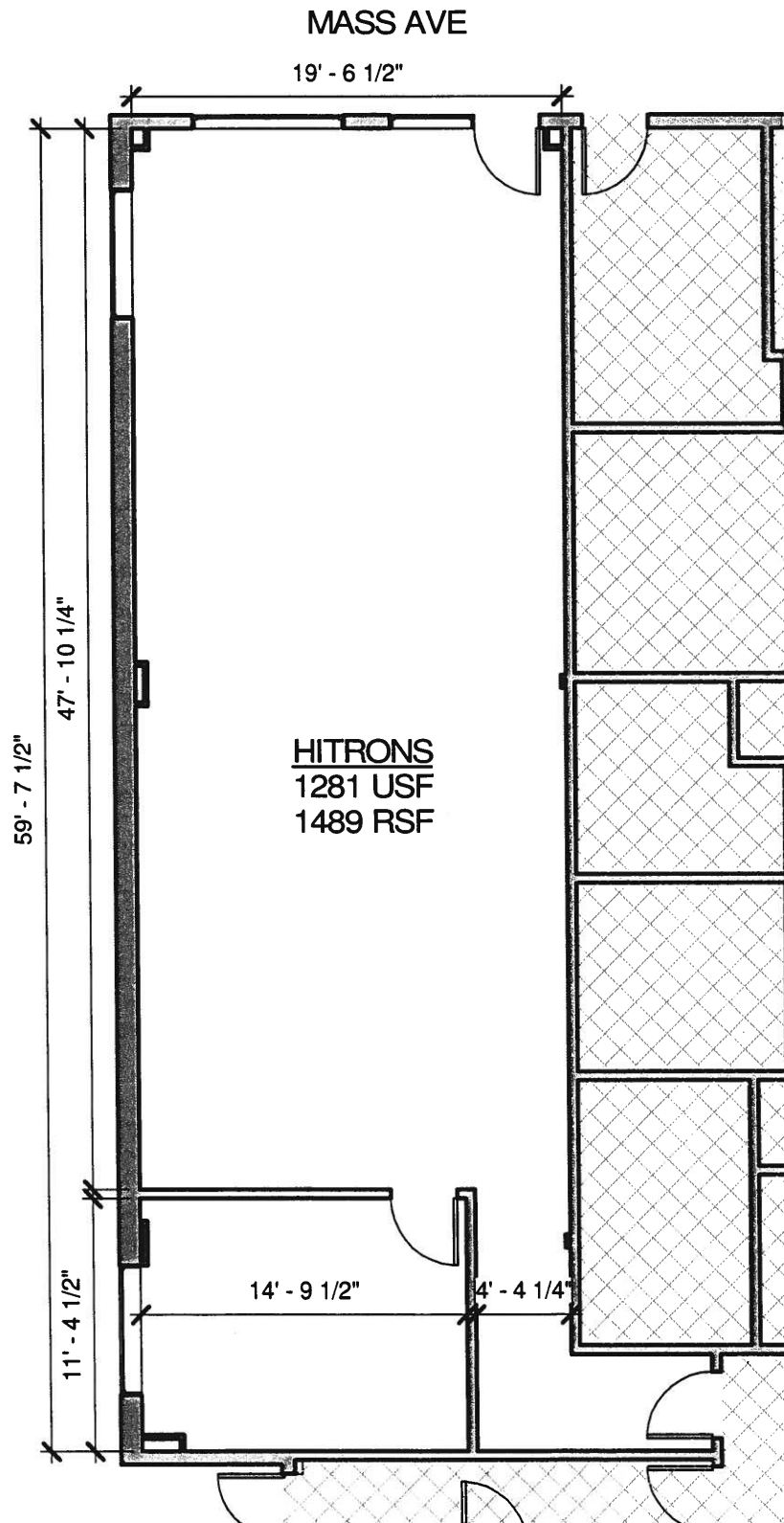
SPAULDING MANAGEMENT LLC

By: 

Sharon E. Spaulding,  
Manager

**EXHIBIT A**  
**Plan of Premises**

VINEBROOK BLDG PARKING



Colin Smith Architecture  
05-13-22

1666 Massachusetts Avenue  
Hitrons

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

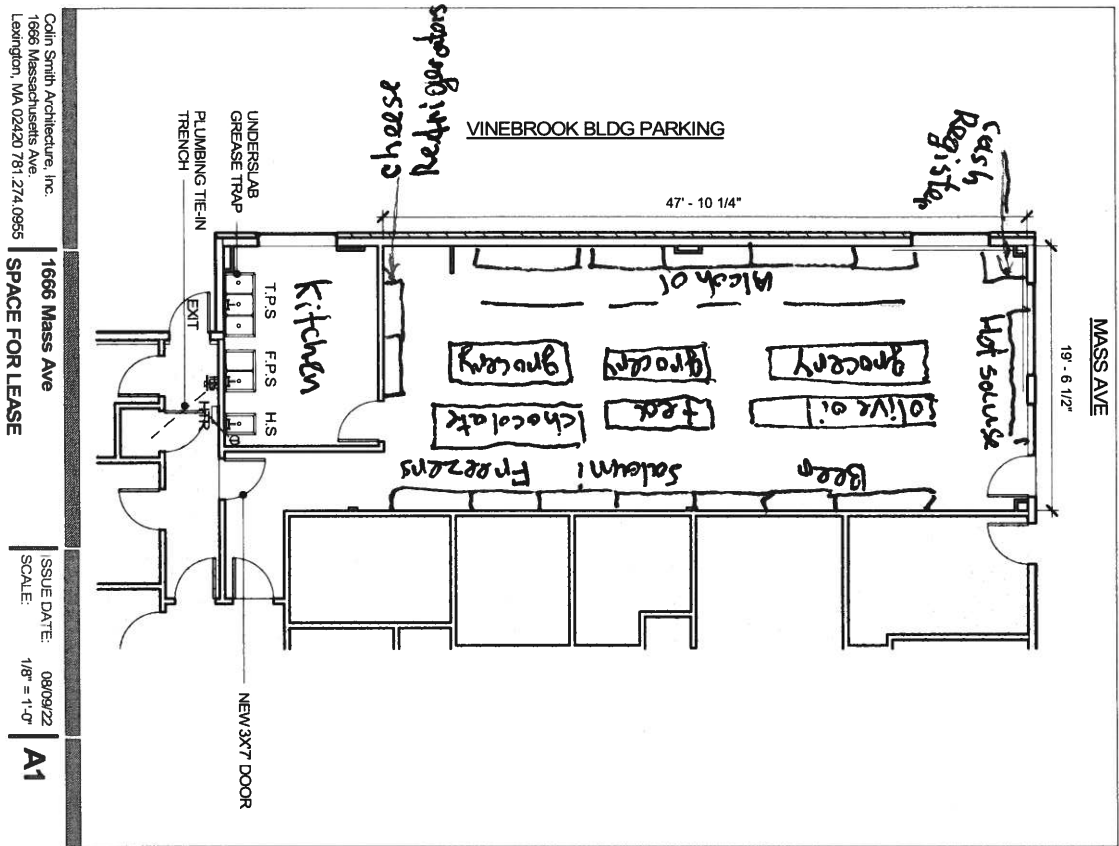


**EXHIBIT B**  
**Rules and Regulations**

1. The entrances and stairways shall not be encumbered or obstructed by Tenant, Tenant's agents, servants, employees, licensees or visitors or be used by them for any purpose other than for ingress and egress to and from the Premises. Landlord reserves the right to restrict and regulate the use of the public areas of the Building by Tenant, Tenant's agents, employees, servants, licensees and visitors and by persons making deliveries to Tenant and the right to designate which building entrance or entrances shall be used by persons making deliveries in the Building.
2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any window or part of the outside or inside of the Premises or Building without the prior written consent of Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability and may charge the expense incurred by such removal to Tenant. All interior and exterior signage shall be inscribed, painted or affixed by Landlord or by Landlord's vendors, first approved by Landlord, and shall be of a size, color and style acceptable to the Landlord.
3. A building directory tablet for office tenants will be furnished and installed at the expense of Landlord, and the number of listings thereon for Tenant shall be at the discretion of Landlord.
4. The windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.
5. No displays, posters or other articles shall be put in front of or affixed to any part of the exterior of the Building nor placed in the corridors or lobbies, without the prior written consent of Landlord.
6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweeping, rubbish, rags, paper towels or other substances shall be thrown therein. All damages resulting from any misuse of fixtures by Tenant, its servants, employees, agents, visitors or licensees shall be borne by Tenant.
7. Tenant shall not mark, paint, drill into or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires shall be permitted except with the prior written consent of Landlord and as Landlord may direct. Tenant shall not lay floor covering other than rugs, so that the same shall come in direct contact with the floor of the Premises; the use of cement or similar adhesive material being expressly prohibited. The foregoing shall not be applicable to any alterations approved of by Landlord pursuant to the terms of the Tenant's lease.
8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises.
9. No space in the Building shall be used for manufacturing or for lodging, sleeping or any illegal purposes. No space other than space so designate by Landlord shall be used for the storage of merchandise or for the sale of merchandise, goods or property, and no auction sales shall be made by Tenant without the prior written consent of Landlord.
10. Tenant shall not make, or permit to be made, any unseemly or disturbing noises which disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio, television, talking machine, unmusical noise, whistling, singing or in any other way.

- Tenant shall not throw anything out of the doors or windows, or down the stairs, nor sweep anything into the corridors, stairs or other public areas of the Building.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without the prior written consent of Landlord. Tenant must, upon the termination of its tenancy, return to Landlord all keys (including security pass cards) for the Building, the Premises and for storage areas and restrooms, either furnished to or otherwise procured by Tenant; in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.
  12. All removals or the carrying in or out of all safes, freight, furniture or bulky matter of any description must take place during the hours which Landlord may designate from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease or any governmental codes and laws.
  13. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for an employment bureau, public stenographer or typist or for the possession, storage, manufacture or sale of narcotics or illegal drugs.
  14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for quality merchandising and executive offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. Tenant shall not use the name of the Building or that of the owner in any advertising without the express consent in writing by Landlord.
  15. Tenant, before closing and leaving the Premises at any time, shall see that all entrance doors from the Premises and all Building entrance doors and doors into common and stair landings, are closed and locked.
  16. Tenant, before entering or leaving the Premises during non-business hours (refer to next item) shall see that exterior doors leading outside from common vestibules are closed, locked and bolted.
  17. Landlord reserves the right to exclude from the Building's interior common areas during non-business hours -- such as before 8 a.m. and after 6 p.m. on weekdays, Saturdays, and half-holidays and during all hours on Sundays and full holidays -- all vendors, visitors and persons not under the direct supervision of the Tenant and not normally authorized by Tenant to have access to the Building during non-business hours. Tenant shall be responsible and liable to Landlord for all of the acts of all Tenant's personnel, customers and invitees who have access to the Building. Landlord may require all persons given access to the Building during non-business hours to sign a register on entering and leaving the Building.
  18. Each tenant shall, at its expense, provide artificial light for the employees of Landlord while doing janitor's service or other cleaning and in making repairs or alterations in the Premises. Landlord shall be in no way responsible to any tenant for loss of property from the Premises, however occurring, or for damage done to the furniture or other effects of any tenant by Landlord's agents, employees, or contractors doing work in the Premises.
  19. The requirements of tenants will be attended to only upon application to Landlord's agent or at the office of the Building. Landlord's employees shall not perform any work or do anything outside of their regular duties except under special instructions from the office of the Landlord or its agent.
  20. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall assist the Landlord to prevent such acts.

21. No hand trucks, except those equipped with rubber tires and side guards, shall be used in any space or in common areas of the Building, either by the Tenant or by jobbers or others.
22. Without first obtaining Landlord's written permission, Tenant shall not install, attach or bring into the Premises any equipment, other than normal business equipment such as electric typewriters, calculators, and the like, or any instrument, duct, refrigerator, air conditioner, water cooler or any other appliance requiring the use of gas, electric current or water. Any breach of this covenant will authorize Landlord to enter the Premises, remove whatever Tenant may have so installed, attached or brought in, and charge the cost of such removal and any damage that may be sustained thereby as additional rent, payable at the option of the Landlord, immediately or with the next month's rent accruing under this lease.
23. Neither Tenant nor its servants, employees, agents, visitors or licensees shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance, except such items as may be incidentally used, provided Tenant notifies Landlord of the location thereof and makes adequate provision for the safe storage thereof.
24. Landlord strictly prohibits Tenant from cooking in the Premises, or conducting any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others. The foregoing shall not apply if the Tenant's Permitted Use includes restaurant or food service uses.
25. Typical floors are designed to carry live loads not exceeding fifty (50) pounds per square foot. Safes and other especially heavy items shall not be located in the Premises without Landlord's prior written approval.
26. All deliveries to or from the Premises, and all removal of refuse, trash and the like from the Premises shall be accomplished through the exterior doors of the Premises, or if the Premises does not have exterior doors, through such doors, corridors and exits as Landlord may designate from time to time. In no event (unless specifically agreed to in writing by the Landlord) shall the interior pedestrian concourse of the Building or other public common areas be used by Tenant or the tenant's servants, employees, agents and business invitees for any deliveries, either to or from the Premises or for the removal of rubbish from the Premises or for any other purpose except only for pedestrian access and egress.
27. All serving, supplying or consumption of alcohol and alcoholic beverages on the Premises, the Common Areas or anywhere on Landlord's Property is strictly prohibited. One-time events, receptions and the like involving the serving of alcohol or alcoholic beverages shall be permitted only upon the prior written consent of the Landlord, which may be given or withheld at Landlord's sole discretion, and, if consented to, shall be subject to any and all restrictions, requirements and limitations as Landlord shall require.



# Location of current liquor stores

## Current Package Store Licensee locations



Whiskey & Wine Lexington 55  
Bedford Street



Lexington Wine & Spirits 186  
Bedford Street



Lexington Liquors 7 Depot  
Square



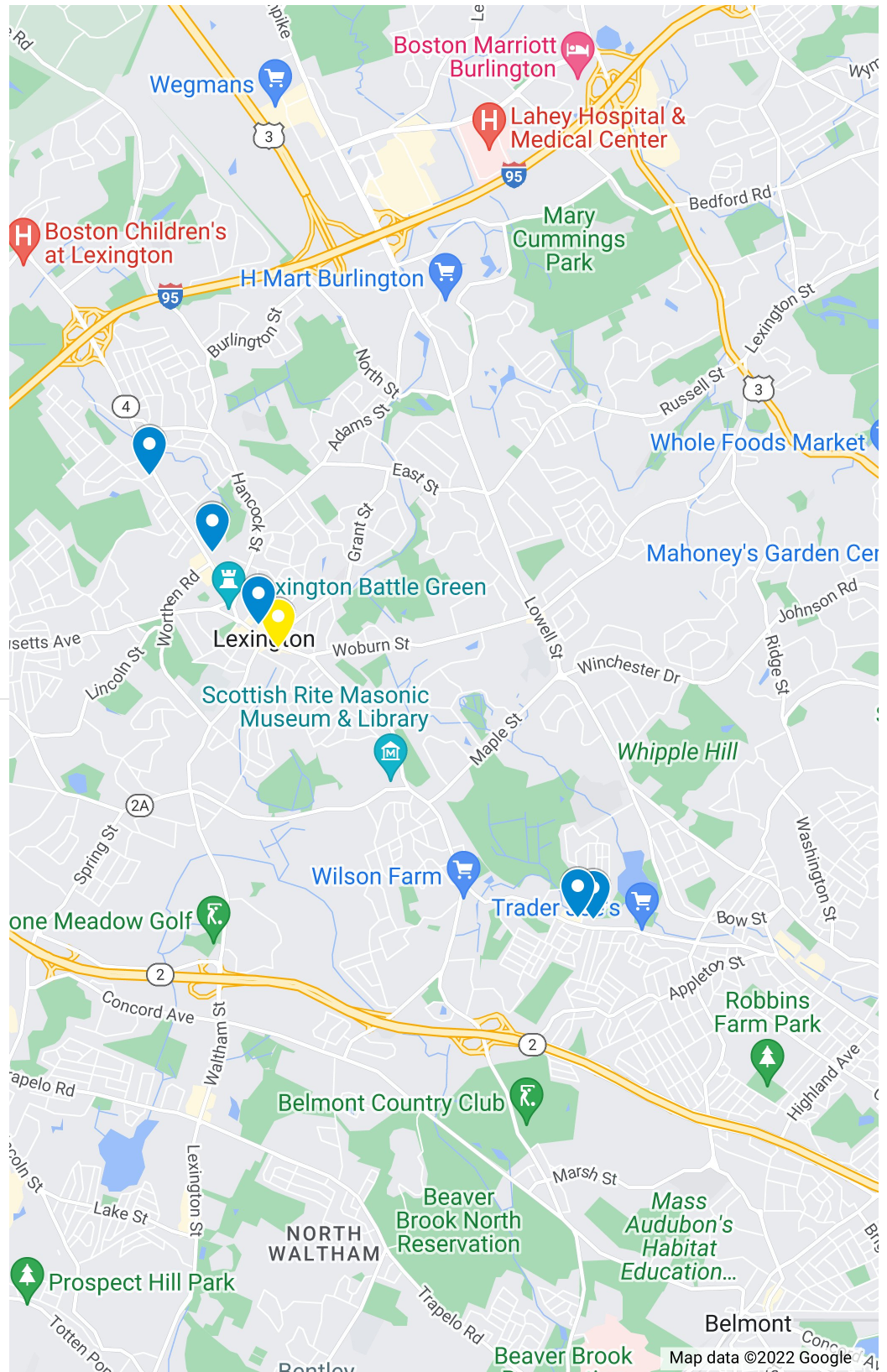
Vinebrook Bottle Shop 131  
Massachusetts Ave



1666 Massachusetts Ave  
*New Request for consideration*



Berman's 55 Massachusetts  
Ave



# Art's Specialties:

Your neighborhood store for  
fine food & spirits

# Store Mission

- ▶ Art's Specialties mission is to be the neighborhood “go-to” store for fine food and spirits. We aim to have our name associated with high quality, one-of-a-kind foods and specialty items.

# Store history:

- ▶ Established 2014
- ▶ Belmont, first store, opened 2015.
- ▶ Maynard store, opened 2017.
- ▶ Sherborn store, opened 2021.



# Belmont



# Belmont



# Belmont



# Maynard



# Maynard





# Maynard



# Sherborn



# Sherborn





# Sherborn



# Customer Reviews

- ▶ “So here's a little local specialty place that has a truly exceptional variety of beers; looks like a hand curated wine selection of mostly very reasonable priced wines. Very good Selection of things like tapenades and sauces, all the little accessories that make food fun.”
- ▶ “Excellent selection of specialty foods, wines and beer at reasonable prices. Art is a nice guy and this is one of the better stores in Belmont.”
- ▶ “Large but cozy, it's impossible not to be drawn deeper and deeper into the modern version of the land of milk and honey. Absurd # of choices of flavored vinegars, with tasting cups. They're syrupy with aging, intense but subtle. Yes that's a thing lol... There is a long row of craft beer (go around the corner inside!) And another room of goodies like candy (espresso chocolates)...”

(Retrieved from Google reviews, 9/12/22.)

# What We Bring

- ▶ Proven track record, exciting growth.
- ▶ Knowledgeable, dedicated team.
- ▶ Community partner.
- ▶ Destination shopping.

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Liquor License - Change of Manager and Change of Corporate Name - The Upper Crust Pizzeria, 41 Waltham Street

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

I.2

### **SUMMARY:**

#### **Category: Decision-Making**

The Upper Crust has submitted all the necessary paperwork needed to request a change of manager to be Rami Khatatba as well as a change of corporate name from UC Lexington LLC to UC New England LLC on their Wine and Malt Alcohol Common Victualler Liquor License.

The proposed manager, Rami Khatatba, submitted a current Alcohol Awareness Training Certificate and the required CORI check has been completed. The corporate merger occurred on April 1, 2016 and was registered with the Secretary of State's Office, however it was not registered with the ABCC at that time. The required Business Structure documents detailing the merger has been provided.

Eric Holstein, UC New England representative, will be at the meeting to answer any questions the Board may have regarding these updates which are required for their Liquor License.

### **SUGGESTED MOTION:**

Motion to approve the application from The Upper Crust for a Change of Manager and Change of Corporate Name and, once approved by the ABCC, issue an amended 2022 Wine and Malt Common Liquor License to UC New England LLC d/b/a The Upper Crust, Manager Rami Khatatba.

### **FOLLOW-UP:**

Select Board Office

**DATE AND APPROXIMATE TIME ON AGENDA:**

9/19/2022

6:55pm

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Liquor License Amendment Application - Change of MGR, Corp Name	Backup Material



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

**APPLICATION FOR MULTIPLE AMENDMENTS**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
UC Lexington LLC	Lexington	00041-RS-0612

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.

We are changing manager on record as well as LLC. We rolled up individual LLC's into one, UC New England LLC

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Patty Barry	Dir of Finance and Admin	patty@streetlightventures.com	6172015965

**2. AMENDMENT-Change of License Classification**

<input type="checkbox"/> <b>Change of License Category</b> All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	
	Requested New License Category	
<input type="checkbox"/> <b>Change of License Class</b> Seasonal or Annual	Last-Approved License Class	
	Requested New License Class	
<input type="checkbox"/> <b>Change of License Type*</b> i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type	
	Requested New License Type	

**3. AMENDMENT-Change of Business Entity Information**

<input checked="" type="checkbox"/> <b>Change of Corporate Name</b>	Last-Approved Corporate Name:	UC Lexington LLC
	Requested New Corporate Name:	UC New England LLC
<input type="checkbox"/> <b>Change of DBA</b>	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> <b>Change of Corporate Structure</b> LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure	
	Requested New Corporate Structure	

**4. AMENDMENT-Pledge Information**

<input type="checkbox"/> <b>Pledge of License</b>	To whom is the pledge being made:	
<input type="checkbox"/> <b>Pledge of Inventory</b>		
<input type="checkbox"/> <b>Pledge of Stock</b>		



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

**AMENDMENT-Change of Manager**

☒ **Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
UC Lexington LLC dba The Upper Crust Pizzeria	Lexington, MA	00041RS0612

**2. APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Eric Holstein	COO	eric@theuppercrust.pizza	914-484-2853

**3A. MANAGER INFORMATION**

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	Rami Khatatba	Date of Birth		SSN	
Residential Address	98 Jericho Road Pelham, NH 03076				
Email	rami@theuppercrust.pizza	Phone	978-548-8985		
Please indicate how many hours per week you intend to be on the licensed premises	20	Last-Approved License Manager	Shawn Shenefield		

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen? ☒ Yes ☐ No \*Manager must be 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

**3C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2017	present	Operations Manager	The Upper Crust Pizzeria	Eric Holstein
2013	2017	Operations Manager	Cosi	RJ Dourney

**3D. 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 **Rami Khatatba**

Digitally signed by Rami Khatatba  
Date: 2021.11.11 11:24:30 -05'00'

Date

11/11/21

## 6. AMENDMENT-Change of Officers, Stock or Ownership Interest

- ☐ **Change of Officers/Directors**    ☐ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)**    ☐ **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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

### MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☐ No



## 6. AMENDMENT-Change of Officers, Stock or Ownership Interest

### 6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>

### 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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### 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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### 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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## 7. AMENDMENT-Change of Premises Information

☐ **Alteration of Premises:** (must fill out attached financial information form)

### 7A. ALTERATION OF PREMISES

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

#### PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, 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.

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

☐ **Change of Location:** (must fill out attached financial information form)

### 7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

#### 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.

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

#### OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

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

## 8. AMENDMENT-Management Agreement

☐ **Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?  
If yes, please fill out section 8.

☐ 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.*

### 8A. 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		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
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	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	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	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	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

#### 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

### 8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, 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

## **8. AMENDMENT-Management Agreement**

### **8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 8A, 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

### **8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 8A, 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

### **8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 8B, 8C or 8D 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

### **8F. 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:

## **9. FINANCIAL DISCLOSURE**

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

--

### **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
Total:	

### **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.

--

### APPLICANT'S STATEMENT

I, **John Snow** the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of **UC New England 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** \_\_\_\_\_

Date: 11/11/21

Title: **Manager**

### CORPORATE VOTE

The Board of Directors or LLC Managers of

UC New England 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

10/15/2021

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager

☒ Other

Change of corp name

"VOTED: To authorize

John Snow

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

Rami Khatatba

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

JOHN I SNOW III  
(Print Name)

For Corporations ONLY

A true copy attest,

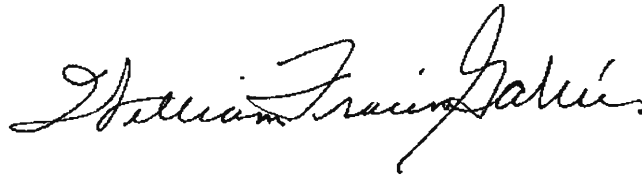
\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)

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:

March 28, 2016 01:30 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*





William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

August 2, 2022

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**UC NEW ENGLAND, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 17, 2012.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JOHN I SNOW III**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOHN I SNOW III**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOHN I SNOW III**

In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.



*William Francis Galvin*  
Secretary of the Commonwealth

Processed By:NGM

### CERTIFICATE OF MERGER AND CANCELLATION

The undersigned, being authorized to execute and file this Certificate of Merger and Cancellation pursuant to Section 61 of the Massachusetts Limited Liability Company Act, hereby certify as follows:

1. The federal identification number of the surviving entity, **Upper Crust Holdings, LLC**, is 46-1566764; the federal identification number of **UC Beacon Hill, LLC** is 46-4786009; the federal identification number of **UC Brookline, LLC** is 37-1757423; the federal identification number of **UC Burlington, LLC** is 38-3976933; the federal identification number of **UC Lexington, LLC** is 46-1744454; the federal identification number of **UC Massachusetts Avenue, LLC** is 32-0469459; the federal identification number of **UC South End, LLC** is 46-1744422; the federal identification number of **UC Wellesley, LLC** is 46-1733863.
2. The current name and office location of the surviving limited liability company is **Upper Crust Holdings, LLC**, c/o Quabbin Capital, Inc., 160 Federal Street, Boston, MA 02110. The names and office locations of the limited liability companies being merged into this surviving limited liability company are: **UC Beacon Hill, LLC**, c/o Quabbin Capital, Inc., 160 Federal Street, Boston, MA 02110; **UC Brookline, LLC**, c/o Quabbin Capital, Inc., 160 Federal Street, Boston, MA 02110; **UC Burlington, LLC**, c/o Quabbin Capital, Inc., 160 Federal Street, Boston, MA 02110; **UC Lexington, LLC**, c/o Quabbin Capital, Inc., 160 Federal Street, Boston, MA 02110; **UC Massachusetts Avenue, LLC**, c/o Quabbin Capital, Inc., 160 Federal Street, Boston, MA 02110; **UC South End, LLC**, c/o Quabbin Capital, Inc., 160 Federal Street, Boston, MA 02110; and **UC Wellesley, LLC**, c/o Quabbin Capital, Inc., 160 Federal Street, Boston, MA 02110.
3. **Upper Crust Holdings, LLC** was formed in the Commonwealth of Massachusetts on December 17, 2012; **UC Beacon Hill, LLC** was formed in the Commonwealth of Massachusetts on May 14, 2014; **UC Brookline, LLC** was formed in the Commonwealth of Massachusetts on May 14, 2014; **UC Burlington, LLC** was formed in the Commonwealth of Massachusetts on July 30, 2015; **UC Lexington, LLC** was formed in the Commonwealth of Massachusetts on January 8, 2013; **UC Massachusetts Avenue, LLC** was formed in the Commonwealth of Massachusetts on July 1, 2015; **UC South End, LLC** was formed in the Commonwealth of Massachusetts on January 8, 2013; and **UC Wellesley, LLC** was formed in the Commonwealth of Massachusetts on January 8, 2013.
4. The merger has been duly adopted in accordance with the Massachusetts Limited Liability Company Act and the provisions of each limited liability company's operating agreement.
5. The merger shall be effective as of April 1, 2016 (the "Effective Date").
6. As of the Effective Date, Article 1 of the surviving entity's Certificate of Organization shall be amended to change the name of the surviving entity from "**Upper Crust Holdings, LLC**" to "**UC New England, LLC**".
7. The Agreement and Plan of Merger will be kept on file at c/o Quabbin Capital, Inc., 160 Federal Street, Boston, MA 02110, the place of business of the surviving limited liability company.
8. A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the limited liability company.

9. The surviving limited liability company agrees, if it does not continually maintain an agent for service of process in the Commonwealth, to appoint irrevocably the Secretary of the Commonwealth to be its true and lawful attorney upon whom all lawful process in any action or proceeding in the Commonwealth may be served in the manner set forth in M.G.L. Chapter 156D, §15.10.

IN WITNESS WHEREOF, each of said parties hereto has caused this Certificate of Merger and Cancellation to be signed by its managers, effective as of the 1st day of April, 2016.

Upper Crust Holdings, LLC

By: 

John I. Snow III, Manager

By: 

Steven A. Leese, Manager

UC Lexington, LLC

By: 

John I. Snow III, Manager

By: 

Steven A. Leese, Manager

UC Beacon Hill, LLC

By: 

John I. Snow III, Manager

By: 

Steven A. Leese, Manager

UC Massachusetts Avenue, LLC

By: 

John I. Snow III, Manager

By: 

Steven A. Leese, Manager

UC Brookline, LLC

By: 

John I. Snow III, Manager

By: 

Steven A. Leese, Manager

UC South End, LLC

By: 

John I. Snow III, Manager

By: 

Steven A. Leese, Manager

UC Burlington, LLC

By: 

John I. Snow III, Manager

By: 

Steven A. Leese, Manager

UC Wellesley, LLC

By: 

John I. Snow III, Manager

By: 

Steven A. Leese, Manager

# Corporations Division

## Business Entity Summary

ID Number: 461566764

[Request certificate](#)[New search](#)

Summary for: UC NEW ENGLAND, LLC

<b>The exact name of the Domestic Limited Liability Company (LLC):</b> UC NEW ENGLAND, LLC		
<b>The name was changed from:</b> UPPER CRUST HOLDINGS, LLC on 04-01-2016 <b>The name was changed from:</b> UC ACQUISITION CO., LLC on 12-02-2014		
<b>Merged with UC SOUTH END, LLC on 04-01-2016</b> <b>Merged with UC LEXINGTON, LLC on 04-01-2016</b> <b>Merged with UC BURLINGTON, LLC on 04-01-2016</b> <b>Merged with UC BROOKLINE, LLC on 04-01-2016</b> <b>Merged with UC BEACON HILL, LLC on 04-01-2016</b> <b>Merged with UC MASSACHUSETTS AVENUE, LLC on 04-01-2016</b> <b>Merged with UC WELLESLEY, LLC on 04-01-2016</b>		
<b>Entity type:</b> Domestic Limited Liability Company (LLC)		
<b>Identification Number:</b> 461566764		<b>Old ID Number:</b>
<b>Date of Organization in Massachusetts:</b> 12-17-2012		
<b>Last date certain:</b>		
<b>The location or address where the records are maintained</b> (A PO box is not a valid location or address):  Address: 683 TREMONT ST City or town, State, Zip code, BOSTON, MA 02118 USA Country:		
<b>The name and address of the Resident Agent:</b>  Name: CORPORATION SERVICE COMPANY Address: 84 STATE STREET City or town, State, Zip code, BOSTON, MA 02109 USA Country:		
<b>The name and business address of each Manager:</b>		
Title	Individual name	Address
MANAGER	JOHN I SNOW III	160 FEDERAL ST, BOSTON,, MA 02111 USA
<b>In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:</b>		
Title	Individual name	Address
SOC SIGNATORY	JOHN I SNOW III	160 FEDERAL ST, BOSTON,, MA 02111 USA
<b>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:</b>		
Title	Individual name	Address



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0316894656  
Notice Date: June 22, 2022  
Case ID: 0-001-563-264



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



UC NEW ENGLAND, LLC  
683 TREMONT ST  
BOSTON MA 02118-1262

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, UC NEW ENGLAND, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



400043260

Rosalin Acosta  
SECRETARY

Connie C. Carter  
DIRECTOR

Upper Crust Holdings LLC  
1782 Massachusetts Ave  
Cambridge, MA 02140-2809

EAN: 22051441  
August 02, 2022

Certificate Id:61270

The Department of Unemployment Assistance certifies that as of 8/2/2022, Upper Crust Holdings LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Director

Department of Unemployment Assistance

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Discussion of Additional Funding Requests Under American Rescue Plan Act (ARPA)

### **PRESENTER:**

Derek Sencabaugh, Fire Chief; Mike  
McLean, Police Chief; Mike Cronin,  
Director of Public Facilities

### **ITEM NUMBER:**

I.3

### **SUMMARY:**

During the past week, two items for the Board's consideration for ARPA funding have emerged that have a time sensitive aspect that we need the Board's input on whether you would approve the following two items (if they are not approved, they will need to be added to the Fall STM for consideration).

Public Safety Communications – As a result of moving the Police Station from their former location to 173 Bedford Street, we have been having serious problems with the radio communications system. We have had the contractor that maintains the system working on it several times and have learned the root cause of the problem is the age of the system and that it was designed work with copper lines, which were available at the former Police Station. At the temporary Police Station at 173 Bedford Street, the lines are VOIP, not copper and as a result we do not have consistent radio communications for the Police, Fire and Dispatch. Some examples of problems include the recent transformer fire, our Fire Department was not able to communicate with other Fire Departments that responded and instances where our Police Officers have called for assistance and found their radios didn't work. Chief McLean, Chief Sencabaugh and Mike Cronin have reviewed the equipment that needs to be replaced and identified 9 antenna locations and equipment that needs to be replaced. The cost is approximately \$800,000. Given the seriousness of this issue, I am recommending the Board consider using ARPA funds so that equipment may be ordered immediately and installed as soon as possible.

Liberty Ride – The Board will be hearing on the future of the Liberty Ride next Monday. The report is attached, but the recommendation in summary is that we believe that while it will require more staff time, given the cost escalation from the contractor we've used in the past for the Liberty Ride, the most cost effective alternative is for the Town to bring this program in-house (see attached). We believe over the next decade, that the Town will be able to reserve enough from the revenues that we will be able to make the program sustainable, but we also believe it would be best to use ARPA funds for the initial capital purchase to move the program in-house. We are seeking the Board's approval next Monday night so that we can order the trolley and have it ready for next Spring. The cost is estimated to be \$450,000.

### **SUGGESTED MOTION:**

This is for discussion purposes and and we would appreciate a vote on 9/19 but understand that the Board may want to take this under consideration of a vote either at the 9/19 meeting or 10/3 meeting.

**FOLLOW-UP:**

**DATE AND APPROXIMATE TIME ON AGENDA:**

9/19/2022

7:05pm

**ATTACHMENTS:**

Description	Type
▣ Lexington Fire Department Communication Infrastructure Quote	Backup Material
▣ Lexington Police Department Radio System Quote	Backup Material
▣ Lexington Police Simulcast Radio System Quote	Backup Material
▣ Lexington Police Simulcast Radio System PDHQ Quote	Backup Material
▣ Liberty Ride Trolley Tours-9-19-2022	Presentation





Technologies, Inc.

5 Whitmore Rd. Revere, MA 02151 P (781) 289-3000 F (781) 289-7300 www.allcomm1.com

Town of Lexington Fire Department  
ATTN: Sergio DeMango  
8/28/2022

Quote to provide and install the latest generation TB9400 base stations  
Existing TB9100 base stations are now end of life  
Replaces all electronics and hardware at all 8 radio sites

All Pricing Per MA State Contract PSE01

Jean Rd. Water Tower Site  
Tait TB9400 Dual Mode Simulcast Repeater with built in  
Voting- Digital & Analog Operation

Qty	Nomenclature	Description	Unit Price	Total Price
1	TB9435S-100T	TB9400 Single 100Watts Chassis Assembly	\$ 1,268.46	\$ 1,268.46
1	T01-01103-MAAA	TB9400 Reciter 470-520MHz	\$ 2,560.41	\$ 2,560.41
1	T01-01121-MBAA	TB94 Linear PA 470-520MHz 100Watts	\$ 2,022.57	\$ 2,022.57
		TB9000 Power Management Unit ACDC48volts with Aux12volts		
1	TBA30A4-4100		\$ 2,481.03	\$ 2,481.03
1	TBAS065	P25 Linear Simulcast Modulation (LSM)	\$ 1,354.32	\$ 1,354.32
1	TBAS073	SFE Key - TaskBuilder	\$ 187.11	\$ 187.11
1	TBAS061	Central Voter	\$ 4,787.10	\$ 4,787.10
1	TBAS062	Simulcast Enable	\$ 4,691.52	\$ 4,691.52
1	TBAS060	Digital Fixed Station Interface	\$ 519.21	\$ 519.21
1	260165	470-512 MHz Duplexer	\$ 2,196.00	\$ 2,196.00
1	235791	406-512 MHz Single Isolator	\$ 1,287.00	\$ 1,287.00
1	90182	406-512 1 MHz Passband Preselector	\$ 1,285.75	\$ 1,285.75
1	343019	3' RG142P Jumper NM - BNCM	\$ 45.83	\$ 45.83
3	324975	3' DAS jumper using RG-142 plenum cable N M;N M	\$ 45.83	\$ 137.49
1	JL261A	2930F 24G PoE+ 4 SFP Switch	\$ 2,975.00	\$ 2,975.00
2	J4859C	Fiber Transceiver	\$ 157.00	\$ 314.00
1	Securesync	GPS Master Oscillator with GPS antenna install	\$ 7,200.00	\$ 7,200.00
		Redundant Source Monitoring & selection - Time & Frequency distribution -		
1	SAS36E		\$ 4,500.00	\$ 4,500.00
		SecureSync Option Card with 4 x Programmable TTL Outputs-Redundancy for Police System		
1	1204-17		\$ 1,280.00	\$ 1,280.00
		Data Cabinet with Equipment Grounding,Cable Management		
1	CAB		\$ 1,800.00	\$ 1,800.00
1	STHDWR	Site Hardware	\$ 1,000.00	\$ 1,000.00
		48v Telecom Battery Backup-AC and DC Backup-400Ah		
1	BATTBCK-48		\$ 6,600.00	\$ 6,600.00
24	SVC2022	Set-up and Programming/Tuning at ALL-COMM	\$ 155.00	\$ 3,720.00
20	SVC2022	Installation of New Simulcast Repeater	\$ 155.00	\$ 3,100.00
Sub-Total				\$ 57,312.80

Avalon Tait TB9400 Dual Mode Simulcast Repeater with built in Voting- Digital & Analog Operation

Qty	Nomenclature	Description	Unit Price	Total Price
1	TB9435S-100T	TB9400 Single 100Watts Chassis Assembly	\$ 1,268.46	\$ 1,268.46
1	T01-01103-MAAA	TB9400 Reciter 470-520MHz	\$ 2,560.41	\$ 2,560.41
1	T01-01121-MBAA	TB94 Linear PA 470-520MHz 100Watts	\$ 2,022.57	\$ 2,022.57
		TB9000 Power Management Unit ACDC48volts with Aux12volts		
1	TBA30A4-4100		\$ 2,481.03	\$ 2,481.03
1	TBAS065	P25 Linear Simulcast Modulation (LSM)	\$ 1,354.32	\$ 1,354.32
1	TBAS073	SFE Key - TaskBuilder	\$ 187.11	\$ 187.11
1	TBAS061	Central Voter	\$ 4,787.10	\$ 4,787.10
1	TBAS062	Simulcast Enable	\$ 4,691.52	\$ 4,691.52
1	TBAS060	Digital Fixed Station Interface	\$ 519.21	\$ 519.21
1	260165	470-512 MHz Duplexer	\$ 2,196.00	\$ 2,196.00
1	235791	406-512 MHz Single Isolator	\$ 1,287.00	\$ 1,287.00
1	90182	406-512 1 MHz Passband Preselector	\$ 1,285.75	\$ 1,285.75
1	343019	3' RG142P Jumper NM - BNCM	\$ 45.83	\$ 45.83
3	324975	3' DAS jumper using RG-142 plenum cable N M;N M	\$ 45.83	\$ 137.49
1	JL261A	2930F 24G PoE+ 4 SFP Switch	\$ 2,975.00	\$ 2,975.00
2	J4859C	Fiber Transceiver	\$ 157.00	\$ 314.00
1	Securesync	GPS Master Oscillator with GPS antenna install	\$ 7,200.00	\$ 7,200.00
		Redundant Source Monitoring & selection - Time & Frequency distribution -		
1	SAS36E		\$ 4,500.00	\$ 4,500.00
		SecureSync Option Card with 4 x Programmable TTL Outputs-Redundancy for Police System		
1	1204-17		\$ 1,280.00	\$ 1,280.00
		Data Cabinet with Equipment Grounding,Cable Management		
1	CAB		\$ 1,800.00	\$ 1,800.00
1	STHDWR	Site Hardware	\$ 1,000.00	\$ 1,000.00
		48v Telecom Battery Backup-AC and DC Backup-400Ah		
1	BATTBCK-48		\$ 6,600.00	\$ 6,600.00
24	SVC2022	Set-up and Programming/Tuning at ALL-COMM	\$ 155.00	\$ 3,720.00
20	SVC2022	Installation of New Simulcast Repeater	\$ 155.00	\$ 3,100.00
Sub-Total				\$ 57,312.80

Lexington PD HQ Tait TB9400 Dual Mode Simulcast Repeater with built in Voting- Digital & Analog Operation

Qty	Nomenclature	Description	Unit Price	Total Price
1	TB9435S-100T	TB9400 Single 100Watts Chassis Assembly	\$ 1,268.46	\$ 1,268.46
1	T01-01103-MAAA	TB9400 Reciter 470-520MHz	\$ 2,560.41	\$ 2,560.41

1	T01-01121-MBAA	TB94 Linear PA 470-520MHz 100Watts	\$	2,022.57	\$	2,022.57
		TB9000 Power Management Unit ACDC48volts with				
1	TBA30A4-4100	Aux12volts	\$	2,481.03	\$	2,481.03
1	TBAS065	P25 Linear Simulcast Modulation (LSM)	\$	1,354.32	\$	1,354.32
1	TBAS073	SFE Key - TaskBuilder	\$	187.11	\$	187.11
1	TBAS061	Central Voter	\$	4,787.10	\$	4,787.10
1	TBAS062	Simulcast Enable	\$	4,691.52	\$	4,691.52
1	TBAS060	Digital Fixed Station Interface	\$	519.21	\$	519.21
1	260165	470-512 MHz Duplexer	\$	2,196.00	\$	2,196.00
1	235791	406-512 MHz Single Isolator	\$	1,287.00	\$	1,287.00
1	90182	406-512 1 MHz Passband Preselector	\$	1,285.75	\$	1,285.75
1	343019	3' RG142P Jumper NM - BNCM	\$	45.83	\$	45.83
3	324975	3' DAS jumper using RG-142 plenum cable N M;N M	\$	45.83	\$	137.49
1	JL261A	2930F 24G PoE+ 4 SFP Switch	\$	2,975.00	\$	2,975.00
2	J4859C	Fiber Transceiver	\$	157.00	\$	314.00
1	Securesync	GPS Master Oscillator with GPS antenna install	\$	7,200.00	\$	7,200.00
		Redundant Source Monitoring & selection - Time & Frequency				
1	SAS36E	distribution -	\$	4,500.00	\$	4,500.00
		SecureSync Option Card with 4 x Programmable TTL Outputs-				
1	1204-17	Redundancy for Police System	\$	1,280.00	\$	1,280.00
1	CAB	Data Cabinet with Equipment Grounding,Cable Management	\$	1,800.00	\$	1,800.00
1	STHDWR	Site Hardware	\$	1,000.00	\$	1,000.00
1	BATTBCK-48	48v Telecom Battery Backup-AC and DC Backup-400Ah	\$	6,600.00	\$	6,600.00
24	SVC2022	Set-up and Programming/Tuning at ALL-COMM	\$	155.00	\$	3,720.00
20	SVC2022	Installation of New Simulcast Repeater	\$	155.00	\$	3,100.00

Sub-Total

\$57,312.80

DOT Tower Tait TB9400 Dual Mode Receiver with Digital & Analog Operation

Qty	Nomenclature	Description	Unit Price	Total Price
1	TB9444-RX4T	TB9400 Multi Receiver x4 Capable Chassis Assembly	\$ 1,090.26	\$ 1,090.26
1	T01-01104-MAAA	TB94 RxOnly 470-520MHz	\$ 1,707.48	\$ 1,707.48
		TB9000 Power Management Unit ACDC12volts with		
1	TBA30A1-1100	Aux12volts	\$ 2,481.03	\$ 2,481.03
1	TBAS050-R0	P25 Common Air Interface (CAI) - RxOnly	\$ 3,198.69	\$ 3,198.69
1	TBAS073	SFE Key - TaskBuilder	\$ 187.11	\$ 187.11
1	TBAS071-R0	IP Networking Satellite - RxOnly	\$ 379.08	\$ 379.08
1	90182	406-512 1 MHz Passband Preselector	\$ 1,285.75	\$ 1,285.75
1	JL261A	2930F 24G PoE+ 4 SFP Switch	\$ 2,975.00	\$ 2,975.00
2	J4859C	Fiber Transceiver	\$ 157.00	\$ 314.00
1	CAB	Data Cabinet with Equipment Grounding,Cable Management	\$ 1,800.00	\$ 1,800.00
1	STHDWR	Site Hardware	\$ 1,000.00	\$ 1,000.00
1	BATTBCK-12	12v Telecom Battery Backup-AC and DC Backup-100ah	\$ 3,350.00	\$ 3,350.00
24	SVC2022	Set-up and Programming/Tuning at ALL-COMM	\$ 155.00	\$ 3,720.00
20	SVC2022	Installation of New Simulcast Repeater	\$ 155.00	\$ 3,100.00

Sub-Total

\$26,588.40

Fiske School Tait TB9400 Dual Mode Receiver with Digital & Analog Operation

Qty	Nomenclature	Description	Unit Price	Total Price
1	TB9444-RX4T	TB9400 Multi Receiver x4 Capable Chassis Assembly	\$ 1,090.26	\$ 1,090.26
1	T01-01104-MAAA	TB94 RxOnly 470-520MHz	\$ 1,707.48	\$ 1,707.48
		TB9000 Power Management Unit ACDC12volts with		
1	TBA30A1-1100	Aux12volts	\$ 2,481.03	\$ 2,481.03
1	TBAS050-R0	P25 Common Air Interface (CAI) - RxOnly	\$ 3,198.69	\$ 3,198.69
1	TBAS073	SFE Key - TaskBuilder	\$ 187.11	\$ 187.11
1	TBAS071-R0	IP Networking Satellite - RxOnly	\$ 379.08	\$ 379.08
1	90182	406-512 1 MHz Passband Preselector	\$ 1,285.75	\$ 1,285.75
1	JL261A	2930F 24G PoE+ 4 SFP Switch	\$ 2,975.00	\$ 2,975.00
2	J4859C	Fiber Transceiver	\$ 157.00	\$ 314.00
1	CAB	Data Cabinet with Equipment Grounding,Cable Management	\$ 1,800.00	\$ 1,800.00
1	STHDWR	Site Hardware	\$ 1,000.00	\$ 1,000.00
1	BATTBCK-12	12v Telecom Battery Backup-AC and DC Backup-100ah	\$ 3,350.00	\$ 3,350.00
24	SVC2022	Set-up and Programming/Tuning at ALL-COMM	\$ 155.00	\$ 3,720.00
20	SVC2022	Installation of New Simulcast Repeater	\$ 155.00	\$ 3,100.00

Sub-Total

\$26,588.40

Harrington School Tait TB9400 Dual Mode Receiver with Digital & Analog Operation

Qty	Nomenclature	Description	Unit Price	Total Price
1	TB9444-RX4T	TB9400 Multi Receiver x4 Capable Chassis Assembly	\$ 1,090.26	\$ 1,090.26
1	T01-01104-MAAA	TB94 RxOnly 470-520MHz	\$ 1,707.48	\$ 1,707.48
		TB9000 Power Management Unit ACDC12volts with		
1	TBA30A1-1100	Aux12volts	\$ 2,481.03	\$ 2,481.03
1	TBAS050-R0	P25 Common Air Interface (CAI) - RxOnly	\$ 3,198.69	\$ 3,198.69
1	TBAS073	SFE Key - TaskBuilder	\$ 187.11	\$ 187.11
1	TBAS071-R0	IP Networking Satellite - RxOnly	\$ 379.08	\$ 379.08
1	90182	406-512 1 MHz Passband Preselector	\$ 1,285.75	\$ 1,285.75
1	JL261A	2930F 24G PoE+ 4 SFP Switch	\$ 2,975.00	\$ 2,975.00
2	J4859C	Fiber Transceiver	\$ 157.00	\$ 314.00
1	CAB	Data Cabinet with Equipment Grounding,Cable Management	\$ 1,800.00	\$ 1,800.00
1	STHDWR	Site Hardware	\$ 1,000.00	\$ 1,000.00
1	BATTBCK-12	12v Telecom Battery Backup-AC and DC Backup-100ah	\$ 3,350.00	\$ 3,350.00
24	SVC2022	Set-up and Programming/Tuning at ALL-COMM	\$ 155.00	\$ 3,720.00
20	SVC2022	Installation of New Simulcast Repeater	\$ 155.00	\$ 3,100.00

Sub-Total

\$26,588.40

Eastabrook School Tait TB9400 Dual Mode Receiver with Digital & Analog Operation

Qty	Nomenclature	Description	Unit Price	Total Price
1	TB9444-RX4T	TB9400 Multi Receiver x4 Capable Chassis Assembly	\$ 1,090.26	\$ 1,090.26
1	T01-01104-MAAA	TB94 RxOnly 470-520MHz	\$ 1,707.48	\$ 1,707.48

		TB9000 Power Management Unit ACDC12volts with			
1	TBA30A1-1100	Aux12volts	\$	2,481.03	\$ 2,481.03
1	TBAS050-R0	P25 Common Air Interface (CAI) - RxOnly	\$	3,198.69	\$ 3,198.69
1	TBAS073	SFE Key - TaskBuilder	\$	187.11	\$ 187.11
1	TBAS071-R0	IP Networking Satellite - RxOnly	\$	379.08	\$ 379.08
1	90182	406-512 1 MHz Passband Preselector	\$	1,285.75	\$ 1,285.75
1	JL261A	2930F 24G PoE+ 4 SFP Switch	\$	2,975.00	\$ 2,975.00
2	J4859C	Fiber Transceiver	\$	157.00	\$ 314.00
1	CAB	Data Cabinet with Equipment Grounding,Cable Management	\$	1,800.00	\$ 1,800.00
1	STHDWR	Site Hardware	\$	1,000.00	\$ 1,000.00
1	BATTBCK-12	12v Telecom Battery Backup-AC and DC Backup-100ah	\$	3,350.00	\$ 3,350.00
24	SVC2022	Set-up and Programming/Tuning at ALL-COMM	\$	155.00	\$ 3,720.00
20	SVC2022	Installation of New Simulcast Repeater	\$	155.00	\$ 3,100.00

Sub-Total

\$26,588.40

Rt95/Rt2 Tower Tait TB9400 Dual Mode Receiver with Digital & Analog Operation

Qty	Nomenclature	Description	Unit Price	Total Price
1	TB9444-RX4T	TB9400 Multi Receiver x4 Capable Chassis Assembly	\$ 1,090.26	\$ 1,090.26
1	T01-01104-MAAA	TB94 RxOnly 470-520MHz	\$ 1,707.48	\$ 1,707.48
		TB9000 Power Management Unit ACDC12volts with		
1	TBA30A1-1100	Aux12volts	\$ 2,481.03	\$ 2,481.03
1	90182	406-512 1 MHz Passband Preselector	\$ 1,285.75	\$ 1,285.75
1	TBAS073	SFE Key - TaskBuilder	\$ 187.11	\$ 187.11
1	TBAS050-R0	P25 Common Air Interface (CAI) - RxOnly	\$ 3,198.69	\$ 3,198.69
1	TBAS071-R0	IP Networking Satellite - RxOnly	\$ 379.08	\$ 379.08
6	SVC2022	Set-up and Programming/Tuning at ALL-COMM	\$ 155.00	\$ 930.00
8	SVC2022	Installation of New Simulcast Repeater	\$ 155.00	\$ 1,240.00

Sub-Total

\$12,499.40

Console Gateway

Qty	Nomenclature	Description	Unit Price	Total Price
1	TBA2645	TN9100 Subrack Multi Gateways Max 5 Channels	\$ 1,353.00	\$ 1,353.00
1	TBA50H2-PAC1	TN9100 P25 Console Gateway Reciter	\$ 5,230.00	\$ 5,230.00
		TB9000 Power Management Unit ACDC48volts with		
1	TBA30A4-4100	Aux12volts	\$ 2,481.03	\$ 2,481.03
1	TBAS054	MDC1200 Signalling on Analog Line	\$ 278.00	\$ 278.00
1			\$	-
6	SVC2022	Set-up and Programming/Tuning at ALL-COMM	\$ 155.00	\$ 930.00
16	SVC2022	Installation of New Simulcast Repeater	\$ 155.00	\$ 2,480.00

Sub-Total

\$12,752.03

Qty	Nomenclature	Description	Unit Price	Total Price
		Tait Enable Monitor & Management System		
1	1000-0221-0001-AAA/	EnableMonitor Server AC Essential 100 Network Devices 1 Year Maintenance Relay DIN	\$ 18,885.00	\$ 18,885.00
1	TEMMC100	EnableMonitor support and maintenance fee for 100devices	\$ 1,885.91	\$ 1,885.91
1	02-SSC-5654	SONICWALL TZ670 High Availability Security Appliance	\$ 1,698.91	\$ 1,698.91
1	RM-SW-T9	Rackmount Kit	\$ 166.92	\$ 166.92
1	MGMT-PC	DELL Desktop PC Core i7 i7-9700 - 16GB RAM - 256GB SSD	\$ 1,427.65	\$ 1,427.65
1	KIWISYS	Syslog Software	\$ 300.00	\$ 300.00
1	AVAIL255	Availability Software	\$ 350.00	\$ 350.00
16	X400	IP Realy	\$ 385.00	\$ 6,160.00
2	5903	Cat6A STP Patch Cable -14'	\$ 18.23	\$ 36.46
1	01-USB2	KVM USB Server Interface Unit	\$ 104.70	\$ 104.70
			\$	-
36	SCV2022T	Technician labor	\$ 155.00	\$ 5,580.00

Sub-Total

\$36,595.55

Portables/Mobiles PM

Qty	Nomenclature	Description	Unit Price	Total Price
1	PROG	Subscriber Preventive Maintnance,Program Update	\$ 3,720.00	\$ 3,720.00

Sub-Total

\$3,720.00

Digital & Analog Simulcast System Project -Total

\$343,858.98

Manufacturers warranty applies.

Pricing is valid for 90 days from above date



Quote Number: QUOTE-1841347



**Billing Address:**

LEXINGTON POLICE DEPT, TOWN OF  
1575 MASS AVE  
LEXINGTON MA, 02420

**Quote Date:** 2022-08-07  
**Expiration Date:** 2022-11-05

**Quote Created By:**

John Connolly

jconnolly@cybercomminc.com

**Customer:** LEXINGTON POLICE DEPT, TOWN OF

**Currency:** USD

**Contact Name:** Chief Mike McLean

**Contact Email:** mmclean@lexingtonma.gov

**Contact Phone:** 781-863-9300

**Terms and Conditions:** PSE01 / NET 45 DAYS

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price
	<b>GTR 8000 Base Radio</b>	<b>LEXINGTON PD - JEAN ROAD WT</b>							
1	T7039A	GTR 8000 BASE RADIO.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1a	CA01955AA	ADD: MAIN/STANDBY OPERATION.	1	\$450.00	\$450.00	19.00%	\$85.50	\$364.50	\$364.50
1b	CA01254AA	INC: BR PRESECTOR UHF 470-512 MHZ.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1c	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	\$14,600.00	\$14,600.00	19.00%	\$2,774.00	\$11,826.00	\$11,826.00
1d	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	\$1,000.00	\$1,000.00	19.00%	\$190.00	\$810.00	\$810.00
1e	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1f	X265AP	ADD: BR PRESECTOR 380-512 MHZ.	1	\$500.00	\$500.00	19.00%	\$95.00	\$405.00	\$405.00
1g	CA01120AA	INC: GTR UHF DUPLEXER 470-494 MHZ.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1h	X182BZ	ADD: DUPLEXER, UHF.	1	\$1,380.00	\$1,380.00	19.00%	\$262.20	\$1,117.80	\$1,117.80
1i	X640AL	ADD: UHF R2 (435-524 MHZ).	1	\$6,300.00	\$6,300.00	19.00%	\$1,197.00	\$5,103.00	\$5,103.00
1j	CA02447AA	ADD: G-SERIES INDOOR CABINET 24RU.	1	\$1,600.00	\$1,600.00	19.00%	\$304.00	\$1,296.00	\$1,296.00
	<b>GTR 8000 Base Radio</b>	<b>LEXINGTON PD - PDHQ / CARY HALL</b>							
2	T7039A	GTR 8000 BASE RADIO.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2a	CA01254AA	INC: BR PRESECTOR UHF 470-512 MHZ.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2b	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	\$14,600.00	\$14,600.00	19.00%	\$2,774.00	\$11,826.00	\$11,826.00
2c	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	\$1,000.00	\$1,000.00	19.00%	\$190.00	\$810.00	\$810.00
2d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2e	X265AP	ADD: BR PRESECTOR 380-512 MHZ.	1	\$500.00	\$500.00	19.00%	\$95.00	\$405.00	\$405.00
2f	CA01120AA	INC: GTR UHF DUPLEXER 470-494 MHZ.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

2g	X153AW	ADD: RACK MOUNT HARDWARE.	1	\$50.00	\$50.00	19.00%	\$9.50	\$40.50	\$40.50
2h	X182BZ	ADD: DUPLEXER, UHF.	1	\$1,380.00	\$1,380.00	19.00%	\$262.20	\$1,117.80	\$1,117.80
2i	X640AL	ADD: UHF R2 (435-524 MHZ).	1	\$6,300.00	\$6,300.00	19.00%	\$1,197.00	\$5,103.00	\$5,103.00
		<b>LEXINGTON PD RX SITES - FISKE, ESTABROOK, HARRINGTON SCHOOLS, DOT AND RT 2/128 TOWERS.</b>							
		<b>GPW 8000</b>							
3	T7540A	GPW 8000 RECEIVER.	5	\$1,000.00	\$5,000.00	19.00%	\$190.00	\$810.00	\$4,050.00
3a	X301AR	ADD: QTY 1 GPW 8000 RECEIVER.	5	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3b	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY.	5	\$2,000.00	\$10,000.00	19.00%	\$380.00	\$1,620.00	\$8,100.00
3c	CA00290AB	INC: UHF 435-524 8000 TRANSCEIVER.	5	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	5	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3e	X265AZ	ADD: NARROW PRESELECTOR 470-512 MHZ.	5	\$500.00	\$2,500.00	19.00%	\$95.00	\$405.00	\$2,025.00
3f	X640AN	ADD: UHF R2 (435-524 MHZ).	5	\$3,200.00	\$16,000.00	19.00%	\$608.00	\$2,592.00	\$12,960.00
3g	CA02446AA	ADD: G-SERIES INDOOR CABINET 15RU.	5	\$1,250.00	\$6,250.00	19.00%	\$237.50	\$1,012.50	\$5,062.50
		<b>LEXINGTON PD - P25 DIGITAL SIMULCAST COMPARATOR</b>							
		<b>GRV 8000</b>							
4	T8341A	GRV 8000 COMPARATOR.	1	\$3,000.00	\$3,000.00	19.00%	\$570.00	\$2,430.00	\$2,430.00
4a	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE.	1	\$3,000.00	\$3,000.00	19.00%	\$570.00	\$2,430.00	\$2,430.00
4b	X153AW	ADD: RACK MOUNT HARDWARE.	1	\$50.00	\$50.00	19.00%	\$9.50	\$40.50	\$40.50
4c	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
4d	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE.	1	\$10,500.00	\$10,500.00	19.00%	\$1,995.00	\$8,505.00	\$8,505.00
4e	CA03084AA	ADD: COMPARATOR.	1	\$2,500.00	\$2,500.00	19.00%	\$475.00	\$2,025.00	\$2,025.00
		<b>LEXINGTON PD - AVALON COMPLEX</b>							
		<b>GTR 8000 Base Radio</b>							
5	T7039A	GTR 8000 BASE RADIO.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
5a	CA01254AA	INC: BR PRESELECTOR UHF 470-512 MHZ.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
5b	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	\$14,600.00	\$14,600.00	19.00%	\$2,774.00	\$11,826.00	\$11,826.00
5c	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	\$1,000.00	\$1,000.00	19.00%	\$190.00	\$810.00	\$810.00
5d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
5e	X265AP	ADD: BR PRESELECTOR 380-512 MHZ.	1	\$500.00	\$500.00	19.00%	\$95.00	\$405.00	\$405.00
5f	CA01120AA	INC: GTR UHF DUPLEXER 470-494 MHZ.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
5g	X182BZ	ADD: DUPLEXER, UHF.	1	\$1,380.00	\$1,380.00	19.00%	\$262.20	\$1,117.80	\$1,117.80
5h	X640AL	ADD: UHF R2 (435-524 MHZ).	1	\$6,300.00	\$6,300.00	19.00%	\$1,197.00	\$5,103.00	\$5,103.00
5i	CA02446AA	ADD: G-SERIES INDOOR CABINET 15RU.	1	\$1,250.00	\$1,250.00	19.00%	\$237.50	\$1,012.50	\$1,012.50

<b>Net Total</b>	<b>\$108,126.90</b>
<b>Estimated Tax</b>	<b>\$0.00</b>
<b>Estimated Freight</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$108,126.90</b>

**LEXINGTON POLICE SIMULCAST RADIO SYSTEM**



**LEXINGTON POLICE DEPARTMENT  
1575 MASSACHUSETTS AVENUE  
LEXINGTON, MA 02420  
ATTN. CHIEF MIKE MCLEAN  
PHONE # 781-862-1212**

**Cyber Communications, Inc.  
56 Holton Street  
Woburn, MA 01801  
781-647-1010**

**DATE: AUGUST 23, 2022**

**SALES PERSON: JOHN CONNOLLY**

QTY	NOMENCLATURE	MOTOROLA SIMULCAST RADIO SYSTEM	UNIT LIST (DUP)	EXT LIST (DUP)	PSE01 UNIT	PSE01 EXTENDED
		<b>LEXINGTON POLICE SIMULCAST RADIO SYSTEM</b>				
		<u><b>JEAN ROAD WATER TANK SIMULCAST - LEXINGTON POLICE</b></u>				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE	\$ 4,320.00	\$ 4,320.00	\$ 3,801.60	\$ 3,801.60
2		MISCELLANEOUS HARDWARE, GROUNDING	\$ 350.00	\$ 700.00	\$ 308.00	\$ 616.00
1	2402-013	OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD	\$ 6,383.00	\$ 6,383.00	\$ 5,617.04	\$ 5,617.04
1	1204-17	OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS	\$ 1,728.00	\$ 1,728.00	\$ 1,520.64	\$ 1,520.64
1	8230	OROLIA SPECTRACOM GPS ANTENNA AND BRACKET	\$ 437.00	\$ 437.00	\$ 384.56	\$ 384.56
1	8226	OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR	\$ 454.00	\$ 454.00	\$ 399.52	\$ 399.52
		<u><b>JEAN ROAD WATER TANK ANTENNA SYSTEM - LEXINGTON POLICE</b></u>				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	\$ 1,130.00	\$ 1,130.00	\$ 994.40	\$ 994.40
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 2.98	\$ 29.80	\$ 2.62	\$ 26.22
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$ 28.50	\$ 28.50	\$ 25.08	\$ 25.08
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$ 19.00	\$ 57.00	\$ 16.72	\$ 50.16
200	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET	\$ 4.35	\$ 870.00	\$ 3.83	\$ 765.60
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	\$ 26.25	\$ 52.50	\$ 23.10	\$ 46.20
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$ 25.75	\$ 51.50	\$ 22.66	\$ 45.32
1	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	\$ 89.00	\$ 89.00	\$ 78.32	\$ 78.32
1	ANT WORK	ANTENNA INSTALLATION AT JEAN ROAD WATER TANK INCLUDES LABOR, MOUNTING HARDWARE - PREVAILING WAGE			\$ 9,789.00	\$ 9,789.00
		<u><b>AVALON COMPLEX - LEXINGTON POLICE</b></u>				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE	\$ 4,320.00	\$ 4,320.00	\$ 3,801.60	\$ 3,801.60
1	MISC	MISCELLANEOUS HARDWARE, GROUNDING	\$ 350.00	\$ 350.00	\$ 308.00	\$ 308.00
1	2402-013	OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD	\$ 6,383.00	\$ 6,383.00	\$ 5,617.04	\$ 5,617.04
1	1204-17	OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS	\$ 1,728.00	\$ 1,728.00	\$ 1,520.64	\$ 1,520.64
1	8230	OROLIA SPECTRACOM GPS ANTENNA AND BRACKET	\$ 437.00	\$ 437.00	\$ 384.56	\$ 384.56
1	8226	OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR	\$ 454.00	\$ 454.00	\$ 399.52	\$ 399.52
		<u><b>AVALON ANTENNA SYSTEM - LEXINGTON POLICE</b></u>				
		<b>ANTENNA SYSTEM AT AVALON HAS ALREADY BEEN COMPLETED.</b>				
		<u><b>HARRINGTON SCHOOL RECEIVE SITE - LEXINGTON POLICE</b></u>				
3	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	\$ 4,320.00	\$ 12,960.00	\$ 3,801.60	\$ 11,404.80



**LEXINGTON POLICE SIMULCAST RADIO SYSTEM**

1		MISCELLANEOUS HARDWARE, GROUNDING	\$ 350.00	\$ 350.00	\$ 308.00	\$ 308.00
		<b><u>HARRINGTON SCHOOL ANTENNA SYSTEM - LEXINGTON POLICE</u></b>				
1	TXRX	TX/RX RECEIVER MULTICOUPLER	\$ 2,970.00	\$ 2,970.00	\$ 2,613.60	\$ 2,613.60
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	\$ 1,130.00	\$ 1,130.00	\$ 994.40	\$ 994.40
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 2.98	\$ 298.00	\$ 2.77	\$ 277.14
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$ 28.50	\$ 28.50	\$ 26.51	\$ 26.51
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$ 19.00	\$ 57.00	\$ 16.72	\$ 50.16
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	\$ 89.00	\$ 178.00	\$ 78.32	\$ 156.64
1	ANT WORK	ANTENNA INSTALLATION AT HARRINGTON SCHOOL INCLUDES LABOR,			\$ 4,855.00	\$ 4,855.00
		MOUNTING HARDWARE - PREVAILING WAGE				
		<b><u>FISKE SCHOOL RECEIVE SITE - LEXINGTON POLICE</u></b>				
3	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	\$ 4,320.00	\$ 12,960.00	\$ 3,801.60	\$ 11,404.80
1		MISCELLANEOUS HARDWARE, GROUNDING	\$ 350.00	\$ 350.00	\$ 308.00	\$ 308.00
		<b><u>FISKE SCHOOL ANTENNA SYSTEM - LEXINGTON POLICE</u></b>				
1	TXRX	TX/RX RECEIVER MULTICOUPLER	\$ 2,970.00	\$ 2,970.00	\$ 2,613.60	\$ 2,613.60
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	\$ 1,130.00	\$ 1,130.00	\$ 994.40	\$ 994.40
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 2.98	\$ 298.00	\$ 2.77	\$ 277.14
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$ 28.50	\$ 28.50	\$ 26.51	\$ 26.51
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$ 19.00	\$ 57.00	\$ 16.72	\$ 50.16
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	\$ 89.00	\$ 178.00	\$ 78.32	\$ 156.64
1	ANT WORK	ANTENNA INSTALLATION AT FISKE SCHOOL INCLUDES LABOR, MOUNTING			\$ 8,550.00	\$ 8,550.00
		HARDWARE - PREVAILING WAGE				
		<b><u>ESTABROOK SCHOOL RECEIVE SITE - LEXINGTON POLICE</u></b>				
3	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	\$ 4,320.00	\$ 12,960.00	\$ 3,801.60	\$ 11,404.80
1		MISCELLANEOUS HARDWARE, GROUNDING	\$ 350.00	\$ 350.00	\$ 308.00	\$ 308.00
		<b><u>ESTABROOK SCHOOL ANTENNA SYSTEM - LEXINGTON POLICE</u></b>				
1	TXRX	TX/RX RECEIVER MULTICOUPLER	\$ 2,970.00	\$ 2,970.00	\$ 2,613.60	\$ 2,613.60
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	\$ 1,130.00	\$ 1,130.00	\$ 994.40	\$ 994.40
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 2.98	\$ 298.00	\$ 2.77	\$ 277.14
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$ 28.50	\$ 28.50	\$ 26.51	\$ 26.51
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$ 19.00	\$ 57.00	\$ 16.72	\$ 50.16
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	\$ 89.00	\$ 178.00	\$ 78.32	\$ 156.64
1	ANT WORK	ANTENNA INSTALLATION AT ESTABROOK SCHOOL INCLUDES LABOR,			\$ 9,790.00	\$ 9,790.00
		MOUNTING HARDWARE - PREVAILING WAGE				
		<b><u>DOT TOWER RECEIVE SITE - LEXINGTON POLICE</u></b>				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	\$ 4,320.00	\$ 4,320.00	\$ 3,801.60	\$ 3,801.60
1		MISCELLANEOUS HARDWARE, GROUNDING	\$ 350.00	\$ 350.00	\$ 308.00	\$ 308.00
		<b><u>DOT TOWER ANTENNA SYSTEM - LEXINGTON POLICE</u></b>				
1	TXRX	TX/RX RECEIVER MULTICOUPLER	\$ 2,970.00	\$ 2,970.00	\$ 2,613.60	\$ 2,613.60
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	\$ 1,130.00	\$ 1,130.00	\$ 994.40	\$ 994.40
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 2.98	\$ 29.80	\$ 2.62	\$ 26.22
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$ 28.50	\$ 28.50	\$ 25.08	\$ 25.08
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$ 19.00	\$ 57.00	\$ 16.72	\$ 50.16

**LEXINGTON POLICE SIMULCAST RADIO SYSTEM**

200	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	\$ 4.35	\$ 870.00	\$ 3.83	\$ 765.60
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	\$ 26.25	\$ 52.50	\$ 23.10	\$ 46.20
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$ 25.75	\$ 51.50	\$ 22.66	\$ 45.32
1	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	\$ 89.00	\$ 89.00	\$ 78.32	\$ 78.32
1	ANT WORK	ANTENNA INSTALLATION AT DOT TOWER INCLUDES LABOR,			\$ 9,870.00	\$ 9,870.00
		MOUNTING HARDWARE - PREVAILING WAGE				
		<u>RT 2/128 TOWER RECEIVE SITE - LEXINGTON POLICE</u>				
		<u>RT 2/128 TOWER ANTENNA SYSTEM</u>				
		CYBER WILL USE EXISTING UHF ANTENNA, BACK UP POWER AND RACK SPACE IN LEXINGTON FIRE'S CABINET				
		EQUIPMENT TOTAL			PSE01	\$ 125,504.26
		MOTOROLA SYSTEM TECH SUPPORT				\$ 8,860.00
		FCC PD LICENSE APPLICATION PREPARATION AND COORDINATION FEES				\$ 3,800.00
		CYBER STAGING AND INSTALLATION - <b>PREVAILING WAGE</b>				\$ 32,800.00
		LEXINGTON POLICE SIMULCAST SYSTEM TOTAL:			PSE01 TOTAL	\$ 170,964.26



**LEXINGTON POLICE SIMULCAST RADIO SYSTEM**



**LEXINGTON POLICE DEPARTMENT  
1575 MASSACHUSETTS AVENUE  
LEXINGTON, MA 02420  
ATTN. CHIEF MIKE MCLEAN  
PHONE # 781-862-1212**

**Cyber Communications, Inc.  
56 Holton Street  
Woburn, MA 01801  
781-647-1010**

**DATE: AUGUST 23, 2022**

**SALES PERSON: JOHN CONNOLLY**

QTY	NOMENCLATURE	MOTOROLA SIMULCAST RADIO SYSTEM	UNIT LIST (DUP)	EXT LIST (DUP)	PSE01 UNIT	PSE01 EXTENDED
		<b>LEXINGTON POLICE SIMULCAST RADIO SYSTEM</b>				
		<b><u>LEXINGTON PDHQ SIMULCAST (AT&amp;T TOWER) - POLICE</u></b>				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE	\$ 4,320.00	\$ 4,320.00	\$ 3,801.60	\$ 3,801.60
1	MISC	MISCELLANEOUS HARDWARE, GROUNDING	\$ 350.00	\$ 350.00	\$ 308.00	\$ 308.00
1	2402-013	OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD	\$ 6,383.00	\$ 6,383.00	\$ 5,617.04	\$ 5,617.04
1	1204-17	OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS	\$ 1,728.00	\$ 1,728.00	\$ 1,520.64	\$ 1,520.64
1	8230	OROLIA SPECTRACOM GPS ANTENNA AND BRACKET	\$ 437.00	\$ 437.00	\$ 384.56	\$ 384.56
1	8226	OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR	\$ 454.00	\$ 454.00	\$ 399.52	\$ 399.52
		<b><u>LEXINGTON PDHQ ANTENNA SYSTEM - (AT&amp;T TOWER) POLICE &amp; FIRE</u></b>				
2	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	\$ 1,130.00	\$ 2,260.00	\$ 994.40	\$ 1,988.80
20	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 2.98	\$ 59.60	\$ 2.62	\$ 52.45
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$ 28.50	\$ 57.00	\$ 25.08	\$ 50.16
6	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$ 19.00	\$ 114.00	\$ 16.72	\$ 100.32
500	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET	\$ 4.35	\$ 2,175.00	\$ 3.83	\$ 1,914.00
4	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	\$ 26.25	\$ 105.00	\$ 23.10	\$ 92.40
4	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$ 25.75	\$ 103.00	\$ 22.66	\$ 90.64
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	\$ 89.00	\$ 178.00	\$ 78.32	\$ 156.64
1	ANT WORK	ANTENNA INSTALLATION AT LEXINGTON PDHQ (AT&T TOWER) INCLUDES			\$ 59,350.00	\$ 59,350.00
		LABOR, MOUNTING HARDWARE - PREVAILING WAGE				
		<b>EQUIPMENT TOTAL</b>			<b>PSE01</b>	<b>\$ 75,826.77</b>
		<b>MOTOROLA SYSTEM TECH SUPPORT</b>				\$ -
		<b>FCC PD LICENSE APPLICATION PREPARATION AND COORDINATION FEES</b>				\$ -
		<b>CYBER STAGING AND INSTALLATION - <span style="color: red;">PREVAILING WAGE</span></b>				\$ 4,800.00
		<b>LEXINGTON POLICE SIMULCAST SYSTEM TOTAL:</b>			<b>PSE01 TOTAL</b>	<b>\$ 80,626.77</b>

# LIBERTY RIDE TROLLEY PROGRAM OVERVIEW AND BUDGET DISCUSSION



Land Use, Health, and Development Department

Economic Development Office

September 19, 2022

# OVERVIEW

- Survey
  - Committee
  - Boards
  - Businesses
  - Tourists
- Liberty Ride Business Overview
- Current Challenges
- Future Considerations/Requests
- Q&A

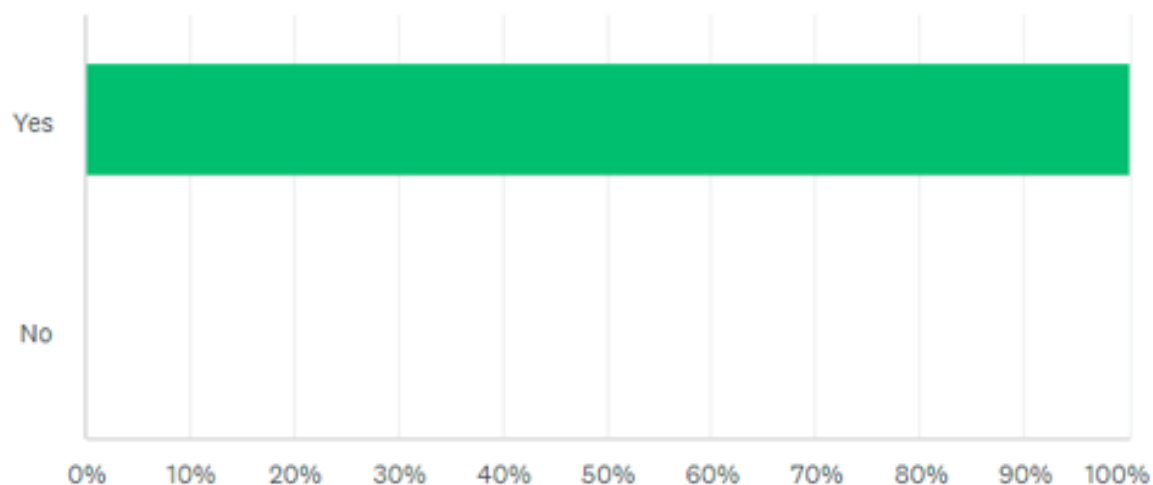
# SURVEY HIGHLIGHTS

- In the Spring of 2022, a survey was sent out asking Committees for feedback regarding the Liberty Ride:
  - Select Board, Planning Board, Tourism Committee, Economic Development Advisory Committee, and Lexington Center Committee
- 13 responses
  - “respondents feel that the Town should continue the Liberty Ride as a municipal service.”
  - “The second most popular aspect of the tour was narration by the tour guide.”
  - “Most respondents (33%) found that the number of tours and the number of days tours are available provides the greatest opportunity to improve the Liberty Ride Tour.”

## SURVEY RESULTS/HIGHLIGHTS

- A survey was also sent to local businesses in the Spring of 2022
- 7 responses
  - “About 42% of respondents felt the Liberty Ride should offer more stops.”
  - “Liberty Guide Tour would benefit from partnering with businesses that are willing to provide support in certain areas. Some options could be: fresh beverages for visitors, a raffle to win a gift card or prize, etc.”
  - “71% or 5 out of 7 of respondents feel we should look into a hop on hop off system, as well as looking at adding a longer stop at Minute Man National Park.”

### Has tourism supported your business? If yes, please explain.



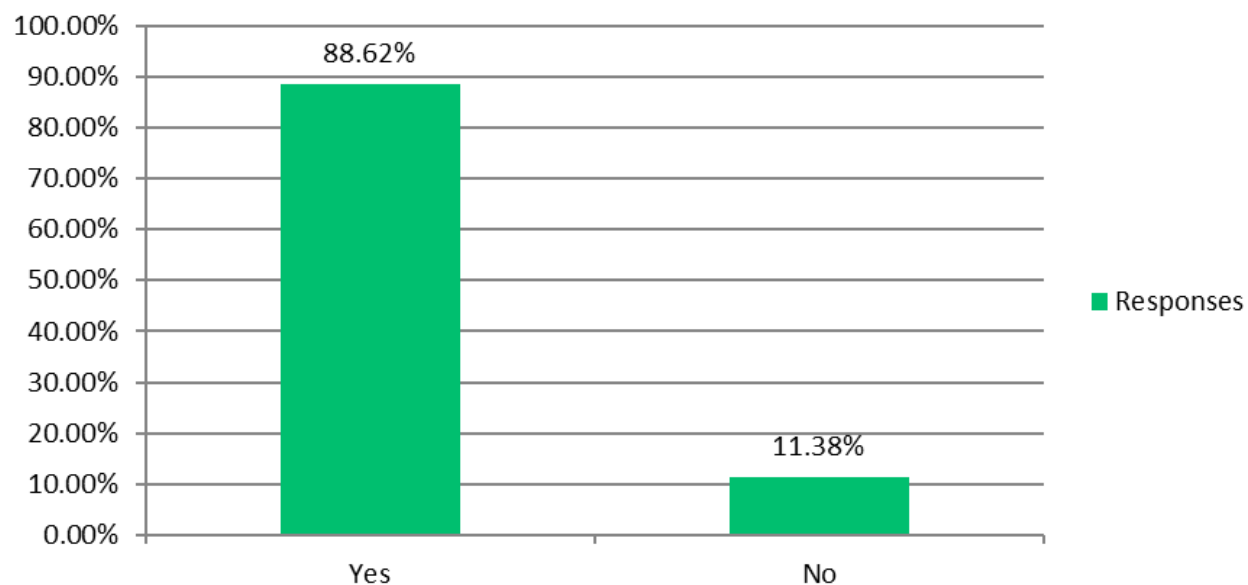
Respondents overwhelmingly feel that tourism positively impacts their business or operations. A few respondents who answered this survey were new businesses who feel they will see an increase in sales as tourism ramps up.

#### Comments:

- “We are a center business and many tourists stop and shop with us.”
- “My business has only been open for half a year. But we expect that with tourist season our sales should increase.”
- “Tourism is key to the Historical Society”
- “we get customers mostly from the bus tours”

# LIBERTY RIDE CUSTOMER SURVEY

Would you recommend the Liberty Ride to a friend?



Survey Months	Year
April-Oct	2017-2022

## Responses

88.62%	257
--------	-----

11.38%	33
--------	----

Answered	290
----------	-----

Skipped	4
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## 2022 Survey

94 Responses

Overwhelmingly Positive. Highlights include trolley, stop at historical sites, and guide

# 2022 LIBERTY RIDE BUSINESS OVERVIEW

- One year contract with Joseph's Transportation
- 2,455 Tickets sold in 2021
- 31 seats
- 2 Tours per day, Friday- Monday

Source	Adult	Seniors/Military	Students	Total Sale Average
Visitors Center/ Website	\$28	\$25	\$20	84%
Viator/Trip Advisor	\$21.84	\$19.50	\$15.60	7%
Go Boston Pass	\$15.25	n/a	\$7.00	9%



# MARKETING EFFORTS

Platform	Source	ROI/Reach
Radio and Digital	GBH	43 Radio Slots over two weeks, 372,992 impressions
Print	Group Tour Magazine	18,750 Readers
Print	Youth Travel Planner	31,200 issues distributed
Print	Bus Tour Magazine	23,000 readers
Print	Boston Globe Sunday	769,065 Readers
Print	Boston Globe Magazine-Travel	769,065 Readers
E-Blast	Boston.Com	42,980 subscribers
Print	USA Today	100,000 copies printed,
Print	Greater Merrimack CVB	50,000 distributed
Digital	Facebook	74,425 impressions
Print	Greater Boston CVB	80,000 copies distributed
Digital	Greater Boston CVB	55,000 page views
VC Screens	Greater Boston CVB	12,000 people per week
Digital	WCVB	409,227 impressions (to date)



**LEXINGTON**  
MASSACHUSETTS

Make history in

SUMMER IS A GREAT TIME TO  
*EXPLORE*  
**Lexington**

AN EPIC JOURNEY INSIDE & OUT!  
Start your journey at the Lexington Visitors Center, now open daily. Check out our revolutionary history room and famed diorama, or shop for unique gifts. Book a Liberty Ride Trolley Tour or Guided Battle Green Walking Tour, and see where it all began on April 19, 1775. Tours depart from the Visitors Center, 1875 Massachusetts Avenue, Lexington.

Tours available seven days per week!

GIFT SHOP RESTROOMS TOURS

All tours depart from the Lexington Visitors Center:  
1875 Massachusetts Avenue, Lexington MA

VISIT US ONLINE:  
**TourLexington.us**

For visitors center hours & tour information scan here: 



HOP ABOARD THE

*Liberty Ride*

Ride along the historic Battle Road while your costumed guide recounts the exciting events of April 19, 1775.

All tours depart from  
**The Lexington Visitors Center**  
1875 Massachusetts Ave  
For tickets and schedule visit:  
**www.TourLexington.us**



**LEXINGTON**  
MASSACHUSETTS

Make history in

SUMMER IS A GREAT TIME TO  
*EXPLORE*  
**Lexington**

**TRAVEL BACK IN TIME TO APRIL 19, 1775**  
Start your journey at the Lexington Visitors Center. Then hop aboard the Liberty Ride Trolley Tour, take a Guided Battle Green Walking Tour, or visit a Historic House Museum. It's yours to explore!

VISIT US ONLINE:  
**WWW.TOURLEXINGTON.US**

The Lexington Visitors Center:  
1875 Massachusetts Ave, Lexington

 MASSACHUSETTS  
visitma.com 

# CURRENT CHALLENGES

- Increasing Transportation Costs
- Increase in guide wages
- COVID Impacts on Travel and Tourism Industry
- Higher ticket costs than comparable tours
- Concord Trolley Pilot
- In FY2022, approximately 2,500 Liberty Ride tour tickets were sold from July to October 2021, but the program did not break even due to the high per-hour trolley rates.

# ESTIMATED 2023 COSTS

	Electric Trolley	Gas Trolley	Lease/Contract
<b>Capital Expense:</b>			
Trolley Vehicle	\$ 450,000	\$ 208,000	\$ -
Level 3 Charger	\$ 40,000	\$ -	\$ -
Total Capital Expense	\$ 490,000	\$ 208,000	\$ -
<b>Operating Revenues:</b>	\$ 194,220	\$ 194,220	\$ 194,220
<b>Operating Expense:</b>			
Salaries & Wages	\$ 108,040	\$ 108,040	\$ 56,772
Employee Benefits	\$ 17,589	\$ 17,589	\$ -
Contractual Services	\$ -	\$ -	\$ 221,112
Vehicle Maintenance	\$ 3,000	\$ 5,000	\$ -
Fuel (electricity/gas)	\$ 1,136	\$ 10,189	\$ -
Winter Storage	\$ 6,000	\$ 6,000	\$ -
Set-aside for Future Capital	\$ 49,000	\$ 20,800	\$ -
Total Operating Expenses	\$ 184,765	\$ 167,618	\$ 277,884
<b>Operating Net Income (Loss)</b>	<b>\$ 9,455</b>	<b>\$ 26,602</b>	<b>\$ (83,664)</b>

# SCENARIO ONE CONSIDERATIONS- LEASED TROLLEY

- A RFP is issued for a new transportation vendor
- The Town hires guides and a part time, in-house coordinator
- The Transportation vendor hires drivers and is responsible for maintenance, gas etc.

	Lease/Contract
<b>Capital Expense:</b>	
Trolly Vehicle	\$ -
Level 3 Charger	\$ -
Total Capital Expense	\$ -
<b>Operating Revenues:</b>	\$ 194,220
<b>Operating Expense:</b>	
Salaries & Wages	\$ 56,772
Employee Benefits	\$ -
Contractual Services	\$ 221,112
Vehicle Maintenance	\$ -
Fuel (electricity/gas)	\$ -
Winter Storage	\$ -
Set-aside for Future Capital	\$ -
Total Operating Expenses	\$ 277,884
<b>Operating Net Income (Loss)</b>	<b>\$ (83,664)</b>

## SCENARIO TWO CONSIDERATIONS- PURCHASE GAS TROLLEY

- The Town purchases a new diesel trolley using ARPA Funding
- The Town hires guides, drivers, and a full time, in house coordinator
- The Town would be able to explore other service options such as hop-on hop-off services and partnering with Concord, Lincoln, and the National Park.

	Gas Trolley
<b>Capital Expense:</b>	
Trolley Vehicle	\$ 208,000
Level 3 Charger	\$ -
Total Capital Expense	\$ 208,000
<b>Operating Revenues:</b>	\$ 194,220
<b>Operating Expense:</b>	
Salaries & Wages	\$ 108,040
Employee Benefits	\$ 17,589
Contractual Services	\$ -
Vehicle Maintenance	\$ 5,000
Fuel (electricity/gas)	\$ 10,189
Winter Storage	\$ 6,000
Set-aside for Future Capital	\$ 20,800
Total Operating Expenses	\$ 167,618
<b>Operating Net Income (Loss)</b>	<b>\$ 26,602</b>

## SCENARIO THREE CONSIDERATIONS- PURCHASE ELECTRIC TROLLEY

- The Town purchases a new electric trolley using ARPA funding.
- The Town purchases a level three charger using ARPA Funding
- The Town hires guides, drivers, and a full time, in house coordinator
- The Town would be able to explore other service options such as hop-on hop-off services and partnering with Concord, Lincoln, and the National Park.

	Electric Trolley
<b>Capital Expense:</b>	
Trolley Vehicle	\$ 450,000
Level 3 Charger	\$ 40,000
Total Capital Expense	\$ 490,000
<b>Operating Revenues:</b>	\$ 194,220
<b>Operating Expense:</b>	
Salaries & Wages	\$ 108,040
Employee Benefits	\$ 17,589
Contractual Services	\$ -
Vehicle Maintenance	\$ 3,000
Fuel (electricity/gas)	\$ 1,136
Winter Storage	\$ 6,000
Set-aside for Future Capital	\$ 49,000
Total Operating Expenses	\$ 184,765
<b>Operating Net Income (Loss)</b>	<b>\$ 9,455</b>



# QUESTIONS AND CONCERNS?



# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Special Town Meeting 2022-3

### **PRESENTER:**

Mike Cronin, Dir. of Public Facilities;  
Melissa Battite, Dir. of Recreation;  
Rick Calhoun, SED Assoc

### **ITEM NUMBER:**

I.4

### **SUMMARY:**

#### **Category: Informing**

The Select Board is being asked to review and discuss the various options for domestic hot water heater replacements that were evaluated and presented in the attached Design Memorandum. There were seven new options evaluated, plus the direct replacement of the oil fired burner. There are two different systems that are being recommended by the engineer: options 3 and 7. The equipment specifications are attached.

Mike Cronin, Director of Public Facilities; Melissa Battite, Director of Recreation & Community Programs; and Rick Calhoun, SED Associates Corp will all be present to discuss the different replacement options.

### **SUGGESTED MOTION:**

No motion is required, but the general consensus of the Board is needed to determine the dollar amount of the replacement for the warrant article.

### **FOLLOW-UP:**

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

9/19/2022

7:25pm

### **ATTACHMENTS:**

Description

Type



▢	Design Memorandum - Domestic Water Replacement Options	Backup Material
▢	Hot Water Heater - Option 3	Backup Material
▢	Hot Water Heater - Option 7	Backup Material

## **DESIGN MEMORANDUM**

DATE: September 13, 2022

TO: Chris Bouchard/Shawn Newell – Town of Lexington DPF

FROM: Rick Calhoun – SED Associates Corp

PROJECT: Lexington Town Pool

SUBJECT: Domestic Water Replacement Options

As requested, we have developed multiple options for the replacement of the oil-fired water heater at the above referenced location.

In keeping with the Town's efforts to reduce its carbon footprint, all the options researched are electrically driven. A direct replacement oil-fired water heater was also researched for comparison.

The heaters at this location are only operated between Memorial Day and Labor Day and are shut-off and drained down during the remainder the year. The provided spreadsheet titled "Revenue Attendance Summary 2021" indicates that there was a total 39,061 persons that utilized the aquatic venues offered by the town, which include the pool and the old reservoir. The pool had a total of 918.5 hour of operation for the same time period. The facility has a total of 18 showers.

The existing electrical service consist of a 400-amp 208/3/60 service from the utility company. This service feeds all the electrical equipment, including pool pumps and filtration system, lighting, etc. It was stated that the service is currently at a 300-amp use level, leaving 100 amps available for additional electrical equipment.

### **Assumptions**

Since there is no hot water use recording done at this location assumption need to be made to provide a basis for sizing of a new water heating system. If we assume all the people listed on the provided spreadsheet (39,061) utilize the pool and based on the total hours of operations (918.5), there is an average of 43 people per hour. Since not all people that use the pool utilize the shower facilities, we have assumed that 20 people in an hour with a maximum simultaneous operation of 6 showers with an average shower length of 5 minutes and a maximum of 110°F water temperature. Shower heads are rated for 1.5gpm mixed flow. With this combination of mixed water temperature and a storage of 140°F, 1.05 GPM of hot water is required. We have also assumed that the water heater should be able to recover itself in a 30-minute period. Recovery is the amount of time required for the water heater to bring its storage volume back up to its storage temperature of 140°F.

$$\text{Demand } 20 \text{ showers/hour} * 1.05 \text{ GPM Hot Water} * 5 \text{ Minutes} = 105 \text{ GPH}$$

105 GPH is the number that will be used to size the storage tank options for replacement water heaters.

**Option 1 – Standard Electric Water Heater**

This option would require the use of two (1-standby) 50-gallon tanks with 25 kW heating elements/each. The peak demand of each water heaters is 99 GPH, just below the theoretical maximum of 105 GPH. This heater is an immersion type electric resistance heater and is considered to have an efficiency of 100%.

Based on the standard calculation for heating water, 25.66 kWh are required.

$$(105 \text{ GPH} * 8.34 \text{ lbs/Gal} * (140^{\circ}\text{F}-40^{\circ}\text{F})) / 3413 \text{ BTUH/kW} = 25.66\text{KWH}$$

An estimated annual operation cost based on the provided electrical annual cost

$$\$0.23/\text{kWH} * 25.66\text{kwh} * 833 \text{ hours/ yr.} = \$4,916.20 \text{ annually.}$$

The issue with this option is the electric power required to supply them. Each unit requires 66.6 amps of 208/3/60 power, which would go above what is available on the existing service and therefore would require an electrical service upgrade, new panel, and additional circuit wiring for the new water heaters.

Approximate Construction Cost:     \$49,000 (does not include electric utility service upgrades that would include transformer and utility related engineering costs)

**Option 2 – Package Heat Pump Water Heater**

This option uses a refrigerant based heat pump with an internal evaporator to either extract/reject heat into the space. The issue with utilizing heat pump water heaters in this application is the space that would be required to house the heaters and the ventilation air that they would need to be ducted to the exterior of the building as the units produce cool air that would reduce the overall efficiency of the units. To produce the same amount of hot water as the existing system two heat pump water heaters with 120-gallon tanks would be needed. This is due to the lower recovery rate of this type of heater. These heaters are very efficient and have a Co-efficient of Performance (COP) of 4.02. Typical COP range is from 2.0 to 6.0, with 6.0 being the better efficiency.

The manufacturer also recommends a minimum of 3,600 FT<sup>3</sup> of space per unit for a total of 7,200 FT<sup>3</sup>. The existing mechanical/electrical space does not have the required volume. This would require that the existing mechanical/electrical space be opened to other areas to get the required volume. Since the men's and women's room are adjacent to this space this is not feasible. In order to determine if this type of water heating system would be a viable option a much more detailed investigative survey and report would need to be made to include an expansion of the building. But based on the current known parameters required, it is our professional opinion that this system is not a viable option.

Based on the standard calculation for heating water, 25.66 kWh are required.

$$(105 \text{ GPH} * 8.34 \text{ lbs/Gal} * (140^{\circ}\text{F}-40^{\circ}\text{F})) / 3413 \text{ BTUH/kW} = 25.66\text{KWH}$$

With a COP of 4.20, the estimated annual operational cost based on the provided electrical cost of \$0.23/kWH is \$1,171

Approximate Construction Cost:     \$85,000 (does not include excavation, possible utility company transformer and engineering costs or building modifications necessary to get the volume of space required.)

**Option 3 – Solar Assisted Heat Pump Water Heater**

This option uses a refrigerant based heat pump with an external evaporator to either extract/reject heat into the exterior ambient. This option would use one solar assisted heat pump, two (2) exterior wall mounted evaporators panels, two (2) internal storage tanks and an electric back-up tank. The available space within the building is assumed sufficient to accommodate the proposed interior heat pump and tanks.

The issue with this application is the lack of operating and support history in the United States. This is a UK product that has been used for several years without significant issues according to the local representative.

For specific product understanding and its application for this analysis SED engaged a specialized firm for this application see attached selection.

Estimated annual saving compared to electric resistance is 6,484KWH/annual x \$0.23= \$1,426

Approximate Construction Cost:     \$18,550(does not include rebates)  
   \$ 5,500 electrical work  
   \$24,050 total

**Option 4 – Instantaneous Electric Water Heater**

This option would require the installation of multiple heaters to handle the number of fixtures. Assuming a heater that would be able to handle the flow rate of 140°F hot water to produce the 110°F mixed shower water temperature, a flow rate of 10.5 GPM is needed. This would require two(2) heaters each with a 32 kW heating element.

Also, the hot water piping for the showers would need to be modified to separate the heaters to accommodate three showers per heater.

The issue with this option is the electric power required to supply them. Each unit requires 133 amps of 208/3/60 power, which would go above what is available on the existing service and therefore would require an electrical service upgrade, new panel, and additional circuit wiring for the new water heaters.

**Option 5 – CO2 Heat Pump Water Heater**

This option would use the latest technology for water heating on the market. This system uses an Eco-friendly refrigerant R744 (i.e., CO2) has an Oxygen Depletion Potential (ODP) of 0 and low Global Warming Potential (GWP) of 1, is non-toxic and non-flammable and provides a long-lasting refrigerant option to increasingly stringent environmental guidelines. This system has a COP of 3.8.

This system would require the use of an exterior mounted heat pump water heater coupled to an exterior heat exchanger module, exterior 150 water storage tank and a 50. gallon swing tank with an 18-kW electric heating element. The main water storage tank is approximately 50" in diameter and from field measurements made might not fit into the space available inside the mechanical space. The swing tank would be installed where the existing oil-fired water heater currently resides within the pool equipment room. Most of the equipment would need to be installed on the exterior of the building a covered area such as a doghouse shed, would be required to protect the equipment from the elements.

This option uses the lowest amount of electricity (16.1 kW) than the other electric driven options and therefore, will provide the lowest operation cost. Also, based on demand, the system could have enough storage capacity on a normal use day so that the heat pump could be operated at night when



**Option 8- Direct Replacement Oil-Fired**

The existing water heater at this location is an oil-fired water heater with a firing rate input of 700,000 BTUH and a maximum recovery rate of 665 GPH at 100°F temperature rise. The tank has a capacity of 120 gallons. This unit, as well as its replacement has an efficiency of 80%.

Based on the standard calculation for heating water, 406,575 BTUH are required.

$$(390 \text{ GPH} * 8.34 \text{ lbs/Gal} * (140^{\circ}\text{F}-40^{\circ}\text{F})) * 1.25 = 406,575 \text{ BTUH}$$

An estimated operation cost based on an estimated cost of \$3.20/gallon is \$ 8,628.20

Approximate Construction Cost:      \$30,000

**Summary**

The operational costs provided are for maximum water use, which most likely not be the case. However, to provide an actual operational cost, accurate hot water usage would need to be provided. This would require the metering of the cold-water service that feeds the water heater be installed and recorded for a complete season.

Even though the operational cost given in this review of different water heating sources may not reflect the actual cost being realized at this facility, the ratio between the different option's operational cost will remain the same and are:

Oil (Base Cost):	1.00
Elec. Tank:	2.43
Elec. Instant:	2.43
Heat Pump:	0.58
CO2 Heat Pump:	0.34

Based on the provided oil usage for the past year (~400 gallons) and a nominal \$3.20/gallon the operational cost for the reviewed options range from \$3,296 to \$8,628, see attached table. Although the CO2 heat pump option shows the lowest operational cost, the simple payback, based on the listed estimated installation cost is ~44 years. Therefore, it is our opinion that this is not a viable option when the total installation cost, which would include unknown utility cost and building modification, would most likely drive this payback well of 100 years.

Based on the above, it is our recommendation that heater be replaced with Option 3 Solar Assisted Heat Pump.

If you have any questions or comments, please contact our offices at (617) 350-7245 or [Rcalhoun@sedac.com](mailto:Rcalhoun@sedac.com) (e-mail).

By:     Rick Calhoun

Attachments, Table 1, Solar Heat Pump Selection & Solar Hot Water Heater Selection

**Table 1: Estimated System Costs**

	System Type	Energy Required	Operational Costs	Approximate Construction Cost	Pros	Cons
1	Standard Electric	25.66 kW	\$ 4,916	\$49,000	Low operational cost, will fit into existing space without modification to building, does not require exterior space	High installation cost, electrical service upgrade
2	Heat Pump Water Heater	47.5 kW	\$ 3,500	\$ 85,000	Low operational cost extremely energy efficient and environmentally friendly	High installation cost, insufficient installation space and electrical service upgrade.
3	Solar Assisted Heat Pump	16 kw	\$ 3,486	\$ 24,050	Low operational cost, extremely energy efficient and environmentally friendly	Product application use in the US. Lowest install cost.
4	Instantaneous Electric Water Heater	32 kW	\$ 4,500	\$ 175,000	Electrical use is based solely on water use, can fit into existing interior space	High installation costs, requires modification to the electrical service existing distribution piping to suit heater sizing
5	CO <sup>2</sup> Heater Pump Water Heater	16.1 kW	\$ 3,296	\$ 146,000	Low operational cost of all options, extremely energy efficient and environmentally friendly	High installation costs, insufficient space to install the necessary equipment on the interior of the building, exterior installation would be required. Installation cost do not include building upgrades/additions.
6	Geo-thermal Heat Pump Water Heater	System not sized due to the amount of effort that would be required to determine the proper size and ensuing operational and installation costs.				
7	Solar Water Heater	12 kW	\$3,469	\$ 36,000	Low operational cost, extremely energy efficient and environmentally friendly	Installation costs do not include roof upgrades if necessary.
8	Direct Replacement Oil-fired Water Heater	2,696 gals	\$ 8,628	\$ 30,000	High operational cost, requires the least amount of installation, electric service does not require upgrade	Utilizes fossil fuel as energy source

Notes:

1. All option with exception of the direct replacement option requires an electrical service upgrade
2. Installation costs is based upon pricing provided by the vendors. These costs are subject to change due to the supply chain issues.



SOLAR ASSISTED HEAT PUMP WATER HEATER (SAHP)

Mr. Mike Cronin, Director of Public Facilities  
Mr. Martin Richardson, SED Associates Corp.

*12 September 2022*

**RE: Lexington Town Pool- Solar Assisted Heat Pumps (SAHPs)**

Dear Mike and Martin,

Thank you for your interest in our services. Attached is our proposal for your review. A couple of notes:

1. NESHW has 15 years of experience in the field, and our systems are pre-engineered and time-tested. We have built over 1000 renewable energy hot water systems in Massachusetts alone.
2. We propose a system including (4) evaporator panels, and (2) SAHPs with 79-gallon stainless steel tanks and (1) 100-gallon electric resistance tank serving as backup to the heat pumps. The SAHP tanks have a 25-year warranty, and the system has no fans, filters, or drains so there are no maintenance requirements. Your system is designed to perform well for 15+ years.
3. The price estimates include roof mounting of evaporator panels and penetrations and installation of copper insulated lineset piping to the new tanks all to be coordinated with your staff and engineers. See below list of inclusions and exclusions in our estimates:
4. **INCLUDED:** Complete system engineering, permitting, installation and commissioning: panels, storage tanks and all associated controls and hardware, NESHW basic and manufacturer warranties.



5. **EXCLUDED:** Electrical work: outlets, connections, upgrades and permits, Structural review as necessary for building permit, structural reinforcement (if necessary), 3<sup>rd</sup> party roof work to maintain roof warranties (if necessary.)
6. The links below describe incentives available to the Town of Lexington. 2022 IRA legislation allows for direct pay or transferability of solar tax credits for governmental or other tax-exempt organizations. Please consult your tax preparer for availability of this incentive.

**30% Federal Tax Credit (Direct Pay for non-profits per 2022 IRA legislation):**

<https://www.congress.gov/bill/117th-congress/house-bill/5376/text>

See attached descriptions, diagrams, and cost/benefit analyses for the system. Please find below references for some of our projects similar to yours. We are happy to provide additional references upon request:

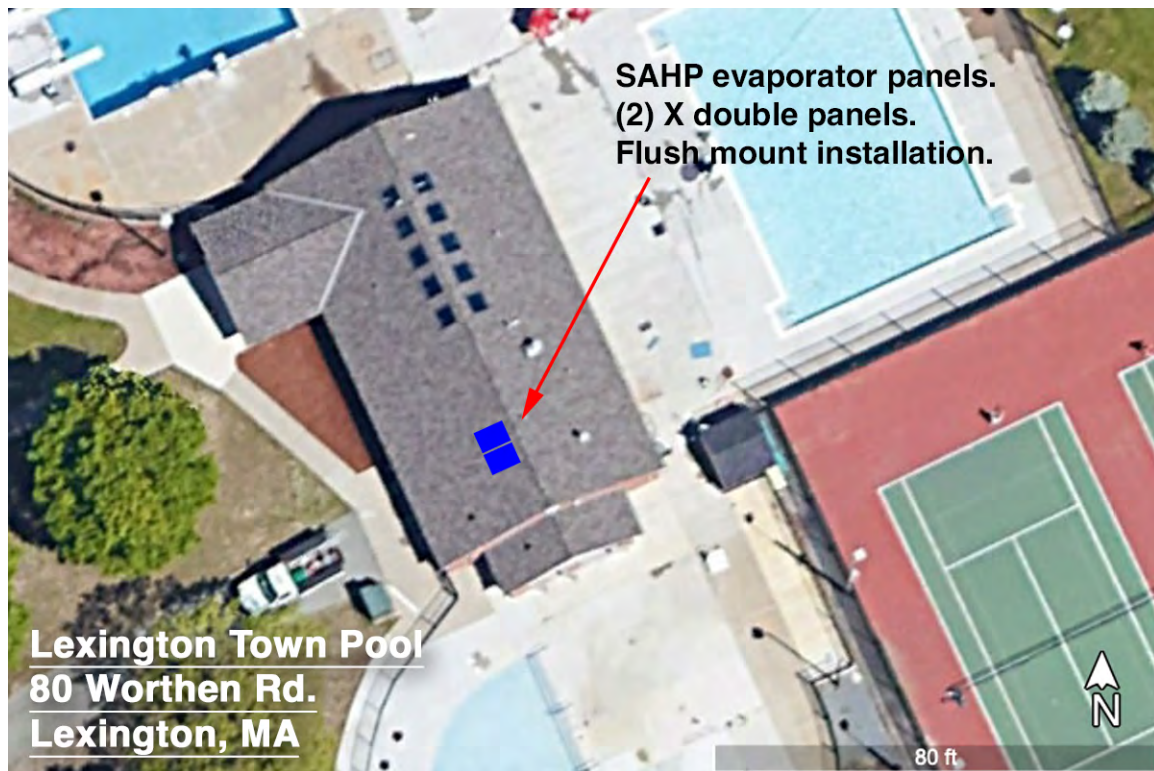
Jake Littman, RISE Engineering  
[jlittman@RISEengineering.com](mailto:jlittman@RISEengineering.com)  
Ben Mayer, SunBug Solar  
[ben.mayer@sunbugsolar.com](mailto:ben.mayer@sunbugsolar.com)  
Bob Higgins-Steele, Truro, MA  
[rehigginssteele@gmail.com](mailto:rehigginssteele@gmail.com)

Thank you very much for the opportunity to quote this project. Feel free to call or email me with questions- we are happy to meet with you or your colleagues at your convenience to discuss next steps.

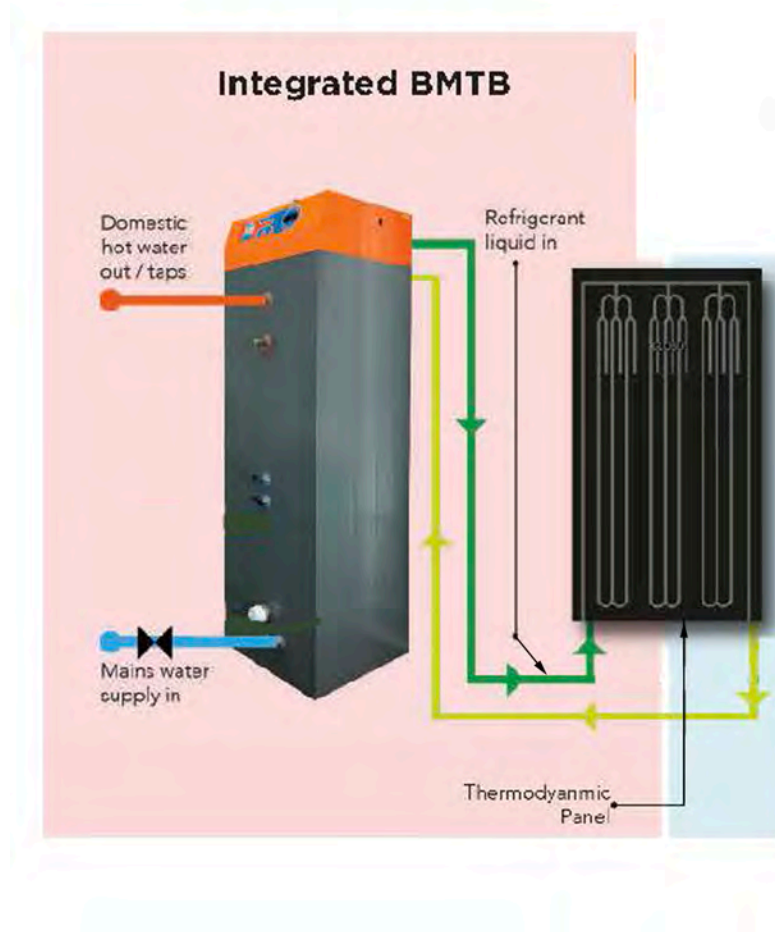


John W. Moore, Architect  
[john@neshw.com](mailto:john@neshw.com)  
508-269-3883 (mobile)

Cc: Bruce Dike, President and Engineer

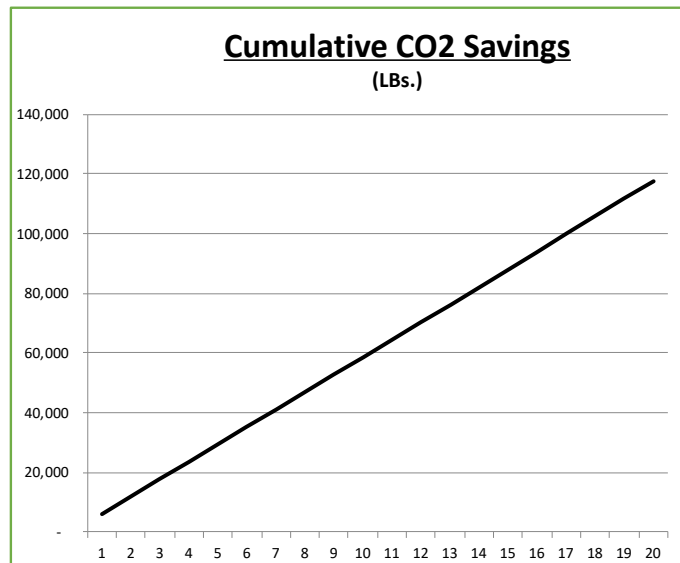


*(Final panel, lineset, and tank locations to be determined with customer rep.)*



## Cost/Benefit Analysis:

<b>SOLAR ASSISTED HEAT PUMPS (SAHP): Lexington Pool</b>		
<b>(2) BMTB300 79-gal SAHPs</b>		
<b>(1) 100 gal. stainless steel electric resistance tank for backup.</b>		
System Price*	\$	18,550
Less 30% Federal Tax Credit (municipality direct pay)	\$	(5,565)
<b>Net Cost</b>		<b>\$ 12,985</b>
Average annual Coefficient Of Performance:	3.0	COP
Est. annual savings vs. electric resistance:	6484	kWh
Year 1 cash savings:	\$1,426	(@\$.22/kWh)
<b>Year 1 cash on cash return:</b>	<b>11.0%</b>	<b>(@\$.22/kWh)</b>
CO2 savings equivalent:	116,712	lbs./20 yrs.
Maple/Beech/Birch tree forest equivalent:	3.3	Acres
<b>* Notes:</b> <i>-Assumes no extraordinary structural or electrical requirements.</i> <i>-On line Monitoring system not included.</i> <i>-All electric connections, upgrades and permits by others.</i> <i>-Production estimate assumes HW usage avg. 150 GPD @ 120°F.</i> <i>-Consult your tax professional regarding Rebates, AECs, and Tax Credits and their impact on your tax return.</i>		





# The hot water solution - Solar Assisted Water Heaters by **SAHP**

The BMTB is an innovative Solar Assisted Heat Pump Water Heater with a 34, 52 or 79 Gallon stainless steel tank.

The BMTB is a great renewable energy option for heating your water. Using thermodynamic principles the BMTB is a cost effective and environmentally friendly water heater.

**HEATS WATER  
DAY OR NIGHT**

**EXTERIOR EVAPORATOR PANEL  
NO HEAT REMOVED FROM INTERIOR**

**STAINLESS STEEL TANK  
WITH 25 YEAR WARRANTY**

## **MORE GREAT FEATURES**

- **No fan = quiet operation**
- **Over 50% reduction in electricity usage**
- **Cost effective: solar tax credit + rebates apply**
- **Built to last - Long life system with only one moving part**
- **Ships with cost effective installation kit**



**Contact  
the team  
for latest  
prices and  
offers**

offered by: New England Solar Hot Water | [info@neshw.com](mailto:info@neshw.com)





## ***NESHW Labor and Equipment Warranty Statement, 2022 Solar-Assisted Heat Pump Water Heaters***

### **Standard Warranty**

**(Included with system purchase)**

**Equipment (equipment warranties vary by manufacturer, and manufacturer warranty statements are included in this warranty package):**

- 1. SAHP stainless steel solar storage tanks:** 25 Years (provided by manufacturer.)
- 2. Solar evaporator panels:** 10 years (provided by manufacturer.)
- 3. Heat pump:** 10 Years (5 years provided by manufacturer + 5 years by NESHW.)
- 4. Copper linesets:** 10 years (provided by NESHW.)
- 5. All Labor and 'balance of system' components:** 4 years (provided by NESHW.)

Other components may be used on a project specific basis with client approval, and applicable manufacturers' warranties then apply.

**Note: If system location has water chemistry issues (pH <6.5 or >8.5), mixing valves and electric elements are warrantied for maximum of 1 year.**

# Proposal



Status: active  
Date: 9/12/22  
QUOTE:JM821C

TO: Town of Lexington  
Town Pool  
80 Worthen Rd.  
Lexington, MA 02421

Salesperson	Job	Delivery Date	Payment Terms
John M.	Solar Assisted Heat Pump Water Heater(SAHP)	TBD	Per agreement.

Description	Unit Price
<p>Install solar assisted heat pump water heaters: panels, storage tank and all associated controls and hardware per proposal letter attached. System price includes:</p> <ul style="list-style-type: none"><li>(2) SAHP BMTB300, 79-gallon stainless steel tank.</li><li>(2) DOUBLE Evaporator panels (32" x 68" footprint each)</li><li>(1) HTP ARIEC100C3W165 stainless steel electric water heater for backup.</li></ul> <p>Copper refrigerant line set with UV proof insulation. Anti-scald mixing valve for potable water. Permitting as required by local authorities. Final commissioning system startup- system overview meeting and documentation. NESHW basic and manufacturer warranties (see attached.)</p> <p style="text-align: right;"><b>System Cost:</b></p> <p><b>Exclusions:</b> Electrical work: outlets, connections, upgrades and permits, Structural review as necessary for building permit, structural reinforcement (if necessary), 3<sup>rd</sup> party roof work to maintain roof warranties (if necessary.)</p>	<p>\$ 18,550</p>
Total:	<b>\$17,650</b>





## **BUYER'S ACCEPTANCE FORM**

Proposal #: JM821C  
Name: Town of Lexington  
Town Pool  
80 Worthen Rd.  
Lexington, MA 02421  
Date: 9/12/22

### **Installation Schedule:**

The actual installation should take 2-3 days. However, obtaining permits from local building departments, obtaining hardware etc. takes time, so NESHW would schedule system installation for 6-8 weeks from receipt of signed proposal.

### **Terms and conditions:**

Total Systems Cost:	\$ 18,550	
Down payment:	(\$ 2,000)	-Due with signed proposal (non-refundable.)
First payment due:	(\$ 5,000)	-Due 4 weeks prior to installation date.
Installation payment due:	(\$ 11,550)	-Due upon completion and system start-up.

### **Buyer's Right to Cancel:**

If you do not want the goods or services, you may cancel this agreement by giving notice to the seller. If you cancel, the seller may not keep any part of your cash down payment. Cancellation notice must state you do not want the goods or services and received before midnight of the 5th business day after you signed this acceptance form.

### **Incentives:**

**Your system qualifies for Federal tax incentives.** The availability of incentives is dependent on individual taxpayer information and not guaranteed by NESHW. The IRS and the MA Dept. of Revenue may consider rebates or AEC sales income to be taxable income, and a tax liability may exist even if you did not directly receive the rebate check. Please check with your tax preparer for the availability and effect of incentives on your tax return.

### **The owner:**

Agrees that he/she and has read this proposal and any addenda and the terms, specifications and conditions are satisfactory. Represents and warrants that he/she is the owner or authorized agent of the Construction Address. Authorizes NESHW to work as specified and payment will be made as outlined above.

**This proposal is valid 60 days from date of issue.** If this proposal meets with your acceptance, please sign below:

Owner's signature of acceptance: \_\_\_\_\_ Date \_\_\_\_\_

Contractor's signature of acceptance:  \_\_\_\_\_ Date 9/12/22  
Bruce Dike, President





Mr. Mike Cronin, Director of Public Facilities  
Mr. Martin Richardson, SED Associates Corp.

*12 September 2022*

**RE: Lexington Town Pool- Solar Hot Water**

Dear Mike and Martin,

Thank you for your interest in our services. Attached is our proposal for your review. A couple of notes:

1. NESHW has 15 years of experience in the field. Our business is primarily solar hot water (SHW), and we have built over 900 residential scale systems as well as over 100 larger commercial-sized systems. NESHW systems are unpressurized, glycol filled, and “drain-back” design to avoid overheating, freezing, and over pressurization. Our general philosophy is to use robust hardware including stainless steel or unpressurized tanks and drain-back style systems to maximize longevity and minimize maintenance requirements. With proper maintenance, the systems are built to last 20 years or more.
2. Our proposed solar hot water system would include (14) flat plate collectors and (2) new solar storage tanks preheating a conventional electric resistance tank, thus reducing the heat and electricity required from the conventional heater.
3. The price estimates include roof mounting of collectors and penetrations and installation of stainless steel or copper insulated lineset piping to new stainless steel solar storage tanks all to be coordinated with your staff and engineers. See below list of inclusions and exclusions in our estimates:
4. **INCLUDED:** Complete system engineering, permitting, installation and commissioning: collectors, storage tanks and all associated controls and hardware, NESHW basic and manufacturer warranties, assistance with application for Alternative Energy Certificates (AECs.)

5. **EXCLUDED:** Electrical work: outlets, connections, upgrades and permits, Structural review as necessary for building permit, structural reinforcement (if necessary), 3<sup>rd</sup> party roof work to maintain roof warranties (if necessary), connection to internet for monitoring hardware.
6. The links below describe incentives available to the Town of Lexington. 2022 IRA legislation allows for direct pay or transferability of solar tax credits for governmental or other tax-exempt organizations. Please consult your tax preparer for availability of this incentive. AECs are issued through the MA DOER and sold and income payable within 8 months after system start-up.

**30% Federal Tax Credit (Direct Pay for non-profits per 2022 IRA legislation):**

<https://www.congress.gov/bill/117th-congress/house-bill/5376/text>

**Alternative Energy Certificates (AECs):**

<https://www.mass.gov/service-details/qualifying-solar-thermal-in-the-aps>

See attached descriptions, diagrams, and cost/benefit analyses for the system. Please find below references for some of our projects similar to yours. We are happy to provide additional references upon request:

Jeffrey Tannat, Williston School, Easthampton, MA

[jtannatt@williston.com](mailto:jtannatt@williston.com)

Nathaniel Dick, Preservation of Affordable Housing (POAH), Boston, MA

[ndick@poah.org](mailto:ndick@poah.org)

Peter Baker, Insight Meditation Center, Barre, MA

[peterb@dharma.org](mailto:peterb@dharma.org)

Julia Musso, Harvard University Business School, Cambridge, MA

[jmusso@hbs.edu](mailto:jmusso@hbs.edu)

Thank you very much for the opportunity to quote these projects. Feel free to call or email me with questions- we are happy to meet with you or your colleagues at your convenience to discuss next steps.



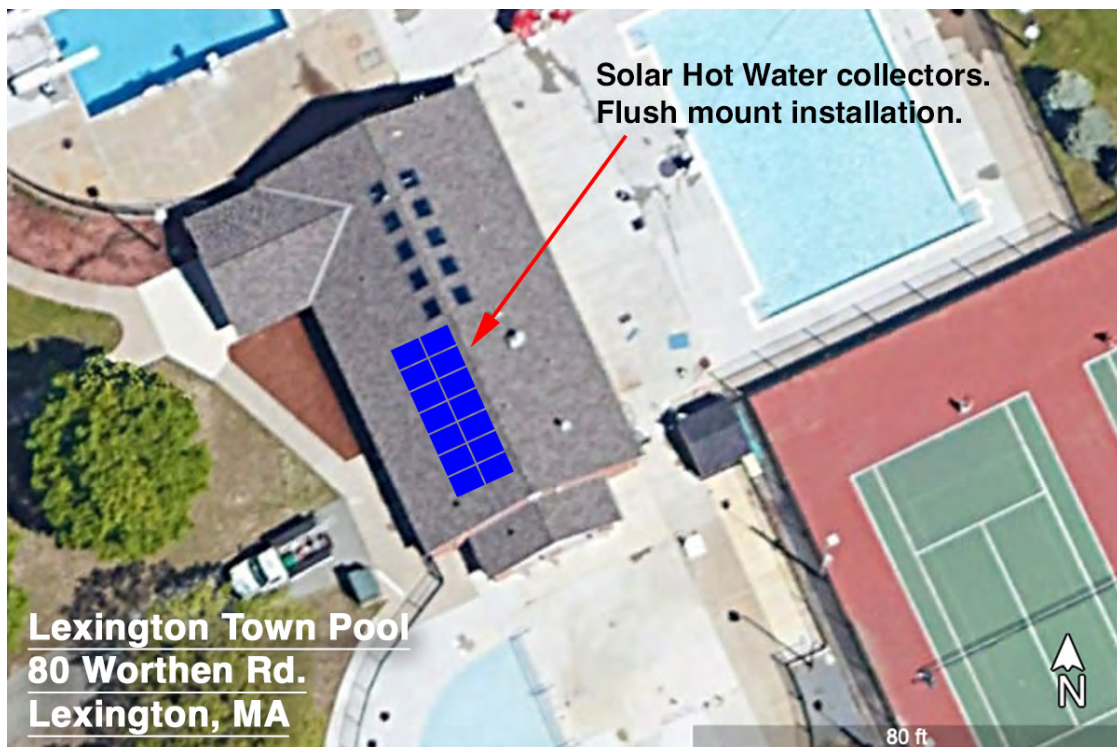
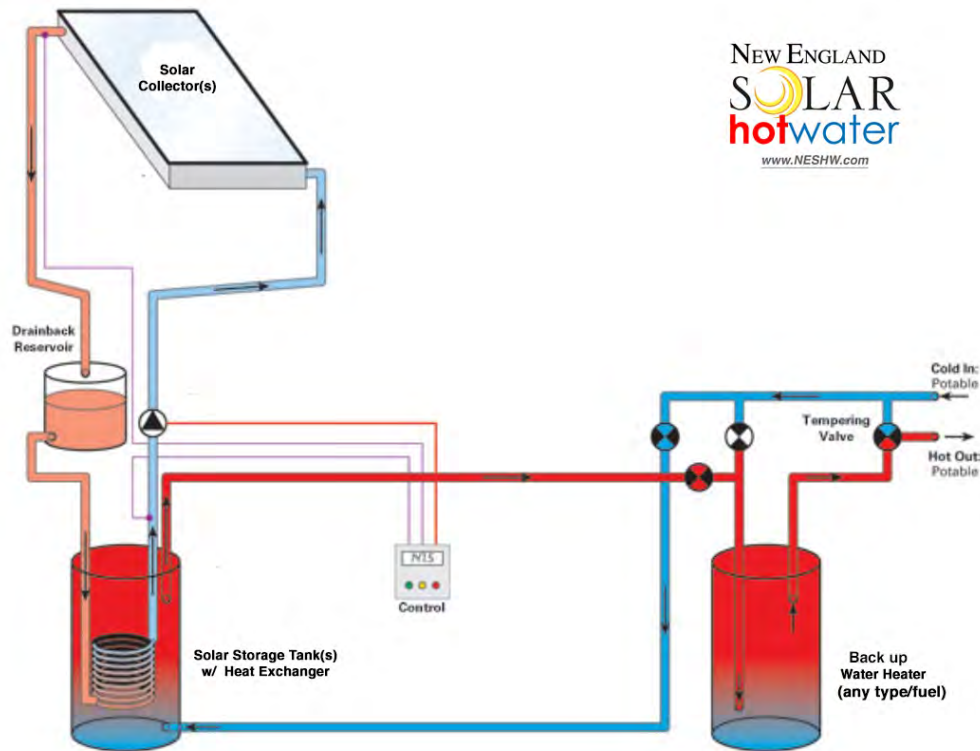
*John W. Moore, Architect*

[john@neshw.com](mailto:john@neshw.com)

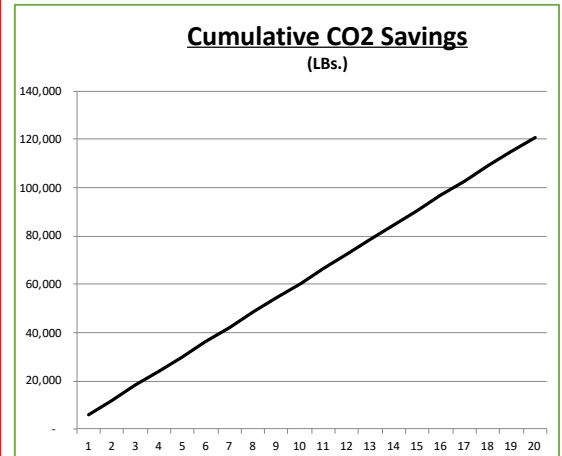
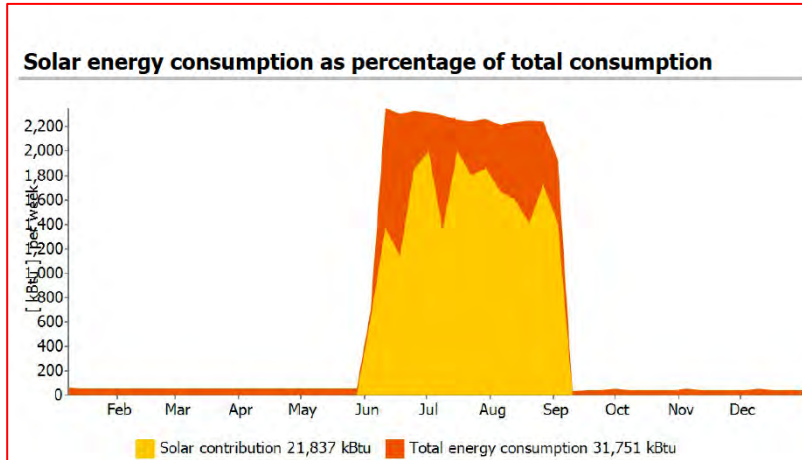
508-269-3883 (mobile)

Cc: Bruce Dike, President and Engineer

The Lexington Town Pool is a summer-only facility serving approximately 80 swimmers per day. Swimmers typically take short showers of 1-5 minutes- we thus estimated hot water usage at 150 GPD. We propose a system including (14) flat plate collectors connected to (2) 115-gallon solar storage tanks preheating the cold-water feed to a new electric water heater. See system and layout diagram below:



## T\*SOL Energy and Cost/Benefit Analysis:




<b>SOLAR HOT WATER: Lexington Pool</b>		
<b>(14) ALS2512 collectors; (2) 115-gal. solar storage tanks.</b>		
<b>(1) 115 gal. stainless steel electric resistance tank for backup.</b>		
System Price*	\$	29,700
Less estimated AECs sale proceeds (all paid Year 1)	\$	(3,715)
Less 30% Federal Tax Credit (municipality direct pay)	\$	(8,910)
<b>Net Cost</b>	<b>\$</b>	<b>17,075</b>
Annual energy offset (estimate)	21.8	mmBTU
Solar portion of DHW load ("Solar Fraction")	69%	
<b>Est. annual savings vs. electric resistance:</b>	<b>6712</b>	<b>kWh</b>
<b>Year 1 cash savings:</b>	<b>\$1,477</b>	<b>(@\$.22/kWh)</b>
<b>Year 1 cash on cash return:</b>	<b>8.6%</b>	<b>(@\$.22/kWh)</b>
CO2 savings equivalent:	120,816	lbs./20 yrs.
Maple/Beech/Birch tree forest equivalent:	3.4	Acres
<b>* Notes:</b>		
-Assumes no extraordinary structural or electrical requirements.		
-On line Monitoring system not included.		
-All electric connections, upgrades and permits by others.		
-Production estimate assumes HW usage avg. 150 GPD @ 120°F.		
-Consult your tax professional regarding Rebates, AECs, and Tax Credits and their impact on your tax return.		





# WUNDER ALS




- ✓ Solar KEYMARK certified
- ✓ Full Selective Titanium-Coated Aluminum Surface
- ✓ Laser Welding
- ✓ Copper Pipe
- ✓ Low Iron Tempered Glass
- ✓ Rock Wool Insulation

30 years of experience, exports in 60 countries, innovative products  
One of the world's leading companies in its sector



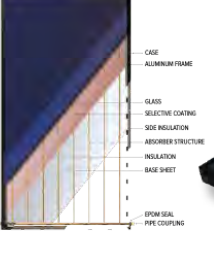
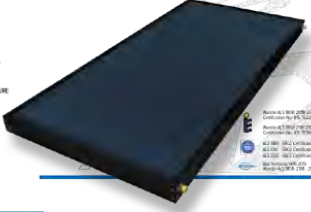


Solar Energy Corp. | www.solimpeks.com



**SOLAR THERMAL COLLECTORS**

Solar Keymark certified  
Almecca-Tinox highly selective aluminum  
Rock wool insulation  
Copper pipe  
Low iron tempered glass  
Laser welding  
10 years warranty

**TECHNICAL SPECIFICATIONS**

	Wunder ALS 3010	Wunder ALS 2510 / 2512	Wunder ALS 2108 / 2110	Wunder ALS 1808 / 1809
<b>PRODUCT CODE</b>	MA-0408	MA-0039 / MA-0041	MA-0032 / MA-0034	MA-0028 / MA-0030
<b>DIMENSIONS (mm)</b>	2400x2600	1980x2100 (MA-0039) / 1980x2100 (MA-0041)	1980x2100	1980x2100
<b>COATING</b>	Electrochromic Painted Aluminum Case	Electrochromic Painted Aluminum Case	Electrochromic Painted Aluminum Case	Electrochromic Painted Aluminum Case
<b>WEIGHT (kg)</b>	54	44	37.3	36
<b>GROSS AREA (m²)</b>	2.57	2.42	2.07	1.79
<b>APERTURE AREA (m²)</b>	2.76	3.24	1.92	1.62
<b>ABSORBER AREA (m²)</b>	2.76	2.23	1.89	1.59
<b>ABSORBER MATERIAL</b>	Almecca-Tinox Highly Selective Aluminum	Almecca-Tinox Highly Selective Aluminum	Almecca-Tinox Highly Selective Aluminum	Almecca-Tinox Highly Selective Aluminum
<b>ABSORPTANCE / EMISSANCE</b>	0.95 / 0.04	0.95 / 0.04	0.95 / 0.04	0.95 / 0.04
<b>WELDING METHOD</b>	Laser Welding	Laser Welding	Laser Welding	Laser Welding
<b>HEAT CARRIED VOLUME (L)</b>	1.57	1.27	1.07	1
<b>DIAMETER OF ABSORBER TUBE</b>	9/16	8/16	8/16	8/16
<b>HEXAGON TUBE (mm)</b>	12	10 / 12	9 / 10	8 / 9
<b>GLASS MATERIAL</b>	Low Iron Tempered Glass	Low Iron Tempered Glass	Low Iron Tempered Glass	Low Iron Tempered Glass
<b>THICKNESS OF GLASS (mm)</b>	4	4	4	4
<b>INSULATION MATERIAL</b>	Rock Wool	Rock Wool	Rock Wool	Rock Wool
<b>DENSITY (kg/m³) / THICKNESS (mm)</b>	50 / 40	50 / 40	50 / 40	50 / 40
<b>STANDSTILL TEMPERATURE (°C)</b>	203	194.5 / 20.5	194.5 / 20.5	194.5 / 20.5
<b>MAXIMUM OPERATION PRESSURE (bar)</b>	10	10	10	10
<b>NOMINAL FLOW RATE (l/h)</b>	165	130	110	100

12 / Solimpeks



**Advanced Heating & Hot Water Systems**  
www.htproducts.com

# SUPERSTOR<sup>MAX</sup>

Multi-Source Indirect Water Heater with Electric Back-Up  
Solar • Heat Pump • Geothermal

The Superstor Ultra Max Multi-Source Indirect Water Heater is the culmination of New England manufacturing tradition and the finest in global R&D. Designed to primarily use heat transferred from a solar, heat pump, or geothermal water heating system to provide hot water, the Superstor Ultra Max Multi-Source also has an efficient 4500W titanium electric element for back-up hot water heating.

**Design**

- All tanks and coils feature high quality 316L Stainless Steel construction to reduce corrosion and extend tank life
- Highly accurate surface mount thermostat provides timely activation of the electric element and eliminates additional aquastat well welds which fail over the product lifetime
- Top domestic cold inlet and domestic hot outlet connections ease installation
- Inlet and outlet connections have built-in heat traps to keep heat in the tank for greater efficiency
- The cold inlet dip tube prevents mixing and draws only the hottest water from the top of the tank
- 2+ inch thick Super Foam insulation allows less than 1/2°F heat loss per hour
- Models available in 80 and 115 gallon sizes for residential and commercial use
- Virtually maintenance free

**Super Flex Heat Exchanger**

- Lightweight, corrugated stainless steel heat exchanger allows the coil to flex, minimizing scale buildup and prolonging tank life
- Higher heat transfer - Up to 50% more energy than smooth coil heat exchangers
- Ultra efficient heat exchanger even transfers low temperature energy into the tank - extracting the majority of energy produced by solar panels
- Extremely low pressure drop

**Low Energy Costs**

- Alternative source water heating systems can help lower your water heating bills by 50 - 70%
- Utility rebates and state incentives

**SE Series Water Heater**

- High Quality 4500W / 240V Back-Up Titanium Electric Element
- Immersed elements allow maximum recovery efficiency and direct, 98% efficient heat transfer
- Stainless steel clip with nut for surface sensor mounting and accurate multi-source control

**Installed Components**

- T&P Relief Valve
- Drain Valve
- Surface Mount Control

**Trusted Quality Backed by a Strong Limited Warranty\***

- Standard Residential Use - Ten (10) Years
- Extended Residential Use - Lifetime (with Online Registration)
- Commercial Use - Five (5) Years

\*Refer to tank coverage against leaks. See product warranty for full details.



**Model Numbers:**  
MSSU-80NSE  
MSSU-115NSE

A BRAND OF **ARISTON THERMO USA**

Model	Solar Heat Exchanger Volume (Gallons)	Water Volume of Back-Up (Gallons)	Maximum Working Pressure	Recovery of Back-Up in Minutes*		First Draw** (Gallons)
				65°F Rise	90°F Rise	
MSSU-80NSE	1	22	150 PSI	63	85	68
MSSU-115NSE	1	32	150 PSI	84	112	102

\*NOTE: Recovery was tested with no input to coil.  
\*\*NOTE: First draw was acquired by heating the entire tank until thermostat was satisfied, then drawing until a Delta T of 15°F was seen at the outlet.



# EVERLAST

LIGHT DUTY  
COMMERCIAL

## Stainless Steel Electric Water Heater

**BUILT  
TO LAST  
LONGER**

NO ANODE  
RODS NEEDED  
RESISTS  
SCALE BUILD UP  
LIGHT  
WEIGHT

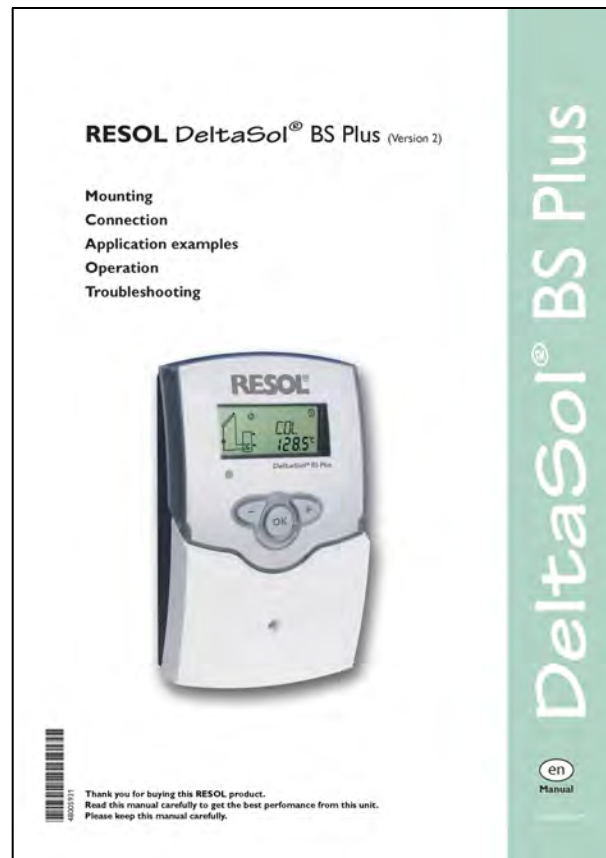


**80, 100  
& 115  
Gallon Tanks**



A BRAND OF **ARISTON THERMO USA**

Industry Best Lifetime Warranty (with online registration)



## Optional web-based on-line monitoring system:





## ***NESHW Labor and Equipment Warranty Statement: 2022 COMMERCIAL SYSTEMS***

(included with system purchase)

**Equipment (equipment warranties vary by manufacturer, and manufacturer warranty statements are included in this warranty package):**

1. **HTP stainless steel tanks;** 7 Years (provided by manufacturer.)
2. **Solar collectors;** 10 years (provided by manufacturer.)
3. **Copper or stainless steel line sets;** 10 years (provided by NESHW.)
4. **Roof penetrations;** Duration to match existing roof warranty (provided by NESHW.)
5. **Labor and 'balance of system' components:** 4 years (provided by NESHW.)

Other components may be used on a project specific basis with client approval, and applicable manufacturers' warranties then apply.

***We recommend servicing your system every 5-7 years. Servicing would include complete systems components check and solar loop glycol mix flush and change.  
Please contact us for pricing and scheduling.***

# Proposal



Status: active  
Date: 9/12/22  
QUOTE:JM821C

TO: Town of Lexington  
Town Pool  
80 Worthen Rd.  
Lexington, MA 02421

Salesperson	Job	Delivery Date	Payment Terms
John M.	Solar domestic hot water system	TBD	Per agreement.

Description	Unit Price
<p>Design, furnish and install solar domestic hot water system: collectors, storage tanks and all associated controls and hardware per proposal letter attached. System price includes:</p> <ul style="list-style-type: none"><li>(14) Solimpeks ALS 2512 flat plate collectors and "flush mount" racking.</li><li>(2) HTP MSSU-115 stainless steel solar hot water tanks.</li><li>(1) HTP EVC-115 stainless steel light commercial electric water heater for backup.</li></ul> <p>Solar line set with 18mm UV proof insulation and sensor wire. Resol 'BS Plus' solar controllers. Wilo Star 32F primary pumps. Zilmet drain back tank. Propylene glycol heat exchange loop. Web-based monitoring system (see attached.) Permitting as required by local authorities. Final commissioning system startup- system overview meeting and documentation. MA DOER Alternative Energy Certificates (AECs) application. NESHW basic and manufacturer warranties (see attached.)</p> <p style="text-align: right;"><b>System Cost:</b></p> <p><b>Exclusions:</b> Electrical work: outlets, connections, upgrades and permits, Structural review as necessary for building permit, structural reinforcement (if necessary), 3<sup>rd</sup> party roof work to maintain roof warranties (if necessary), connection to internet for monitoring hardware.</p>	<p>\$ 29,700</p>
Total:	<b>\$29,700</b>





## BUYER'S ACCEPTANCE FORM

Proposal #: JM821C  
Name: Town of Lexington  
Town Pool  
80 Worthen Rd.  
Lexington, MA 02421  
Date: 9/12/22

### Installation Schedule:

The actual installation should take 5-7 days. However, obtaining permits from local building departments, obtaining hardware etc. takes time, so NESHW would schedule system installation for 6-8 weeks from receipt of signed proposal.

### Terms and conditions:

Total Systems Cost:	\$ 29,700
Down payment:	(\$ 2,000) -Due with signed proposal (non-refundable.)
First payment due:	(\$ 10,000) -Due 4 weeks prior to installation date.
Installation payment due:	(\$ 17,700) -Due upon completion and system start-up.

### Buyer's Right to Cancel:

If you do not want the goods or services, you may cancel this agreement by giving notice to the seller. If you cancel, the seller may not keep any part of your cash down payment. Cancellation notice must state you do not want the goods or services and received before midnight of the 5th business day after you signed this acceptance form.

### Incentives:

**Your system qualifies for Federal tax, and AEC incentives.** The availability of incentives is dependent on individual taxpayer information and not guaranteed by NESHW. The IRS and the MA Dept. of Revenue may consider rebates or AEC sales income to be taxable income, and a tax liability may exist even if you did not directly receive the rebate check. Please check with your tax preparer for the availability and effect of incentives on your tax return.

### The owner:

Agrees that he/she has read this proposal and any addenda and the terms, specifications and conditions are satisfactory. Represents and warrants that he/she is the owner or authorized agent of the Construction Address. Authorizes NESHW to work as specified and payment will be made as outlined above.

**This proposal is valid 60 days from date of issue.** If this proposal meets with your acceptance, please sign below:

Owner's signature of acceptance: \_\_\_\_\_ Date \_\_\_\_\_

Contractor's signature of acceptance:  \_\_\_\_\_ Date 9/12/22  
Bruce Dike, President

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Update on Liberty Ride

### **PRESENTER:**

Casey Hagerty, Economic  
Development Coordinator

### **ITEM NUMBER:**

I.5

### **SUMMARY:**

#### **Category: Informing**

Sandhya Iyer, Director of Economic Development and Casey Hagerty, Economic Development Coordinator will be providing an overview of operations for the upcoming 2022 Liberty Ride season.

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

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

9/19/2022

7:40pm

### **ATTACHMENTS:**

Description	Type
❏ Presentation - Liberty Ride Trolley Tours 9-19-22	Backup Material
❏ Liberty Ride Survey Results	Backup Material
❏ Tourism Committee Recommendations	Backup Material
❏ Presentation - Liberty Ride Trolley Tours	Presentation

# LIBERTY RIDE TROLLEY PROGRAM OVERVIEW AND BUDGET DISCUSSION



Land Use, Health, and Development Department

Economic Development Office

September,

# OVERVIEW

- Survey
  - Committee
  - Boards
  - Businesses
  - Tourists
- Liberty Ride Business Overview
- Current Challenges
- Future Considerations/Requests
- Q&A

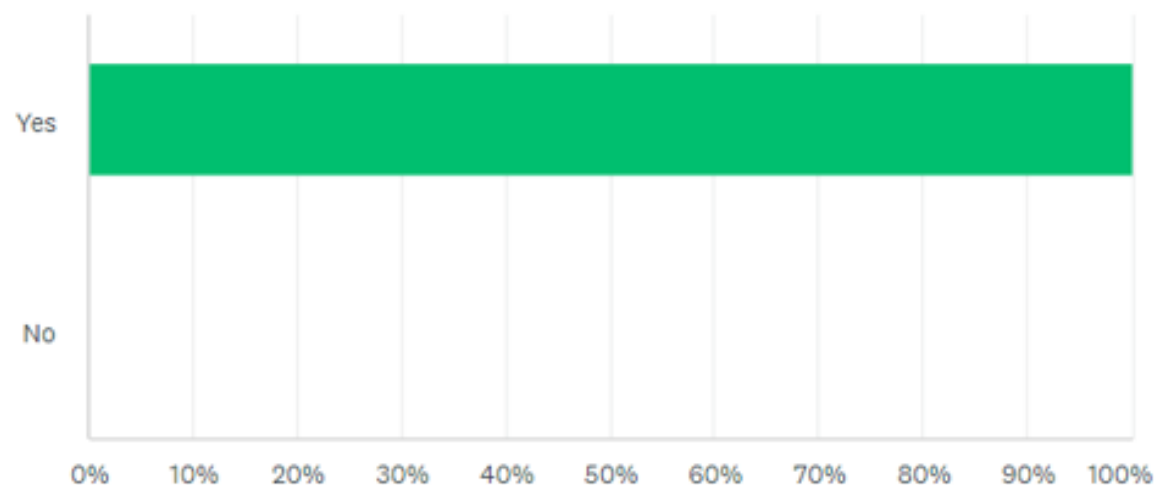
## SURVEY RESULTS/HIGHLIGHTS

- In the Spring of 2022, a survey was sent out asking Committees for feedback regarding the Liberty Ride:
  - Select Board, Planning Board, Tourism Committee, Economic Development Advisory Committee, and Lexington Center Committee
- 13 responses
  - “respondents feel that the Town should continue the Liberty Ride as a municipal service.”
  - “The second most popular aspect of the tour was narration by the tour guide.”
  - “Most respondents (33%) found that the number of tours and the number of days tours are available provides the greatest opportunity to improve the Liberty Ride Tour.”

## SURVEY RESULTS/HIGHLIGHTS

- A survey was also sent to local businesses in the Spring of 2022
- 7 responses
  - “About 42% of respondents felt the Liberty Ride should offer more stops.”
  - “Liberty Guide Tour would benefit from partnering with businesses that are willing to provide support in certain areas. Some options could be: fresh beverages for visitors, a raffle to win a gift card or prize, etc.”
  - “71% or 5 out of 7 of respondents feel we should look into a hop on hop off system, as well as looking at adding a longer stop at Minute Man National Park.”

**Has tourism supported your business? If yes, please explain.**

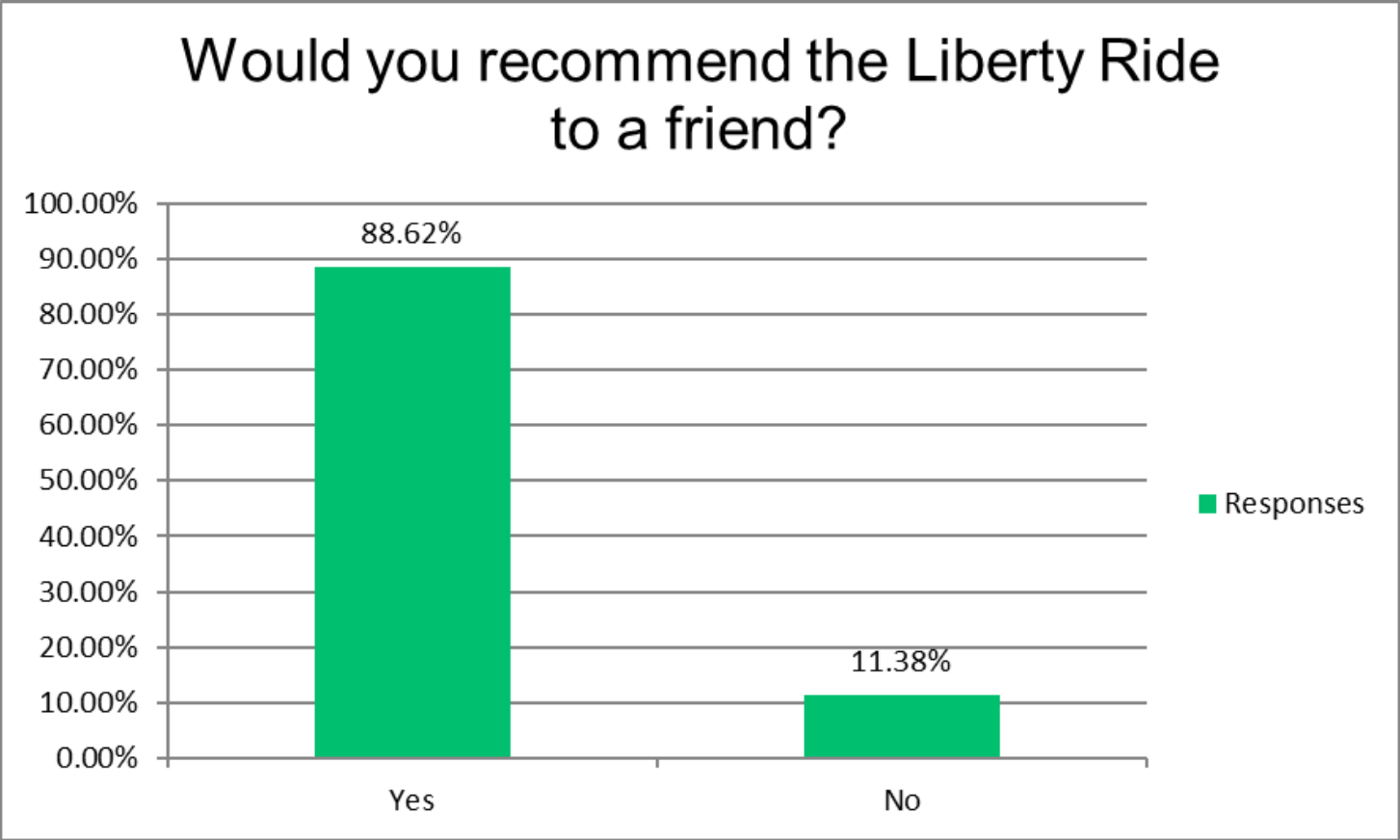


Respondents overwhelmingly feel that tourism positively impacts their business or operations. A few respondents who answered this survey were new businesses who feel they will see an increase in sales as tourism ramps up.

Comments:

- “We are a center business and many tourists stop and shop with us.”
- “My business has only been open for half a year. But we expect that with tourist season our sales should increase.”
- “Tourism is key to the Historical Society”
- “we get customers mostly from the bus tours”

# LIBERTY RIDE CUSTOMER SURVEY



Responses	
88.62%	257
11.38%	33
Answered	290
Skipped	4

Survey Months	Year
April-Oct	2017
April- Oct	2018
April-Sept	2019
June-July	2020
June-Nov	2021
April-ongoing	2022



## 2022 LIBERTY RIDE BUSINESS OVERVIEW

- One year contract with Joseph's Transportation
- 2,455 Tickets sold in 2021
- 31 seats
- 2 Tours per day, Friday- Monday

Source	Adult	Seniors/Military	Students	Total Sale Average
Visitors Center/ Website	\$28	\$25	\$20	84%
Viator/Trip Advisor	\$21.84	\$19.50	\$15.60	7%
Go Boston Pass	\$15.25	n/a	\$7.00	9%

# MARKETING EFFORTS

Platform	Source	ROI/Reach
Radio and Digital	GBH	43 Radio Slots over two weeks, 372,992 impressions
Print	Group Tour Magazine	18,750 Readers
Print	Youth Travel Planner	31,200 issues distributed
Print	Bus Tour Magazine	23,000 readers
Print	Boston Globe Sunday	769,065 Readers
Print	Boston Globe Magazine-Travel	769,065 Readers
E-Blast	Boston.Com	42,980 subscribers
Print	USA Today	100,000 copies printed,
Print	Greater Merrimack CVB	50,000 distributed
Digital	Facebook	74,425 impressions
Print	Greater Boston CVB	80,000 copies distributed
Digital	Greater Boston CVB	55,000 page views
VC Screens	Greater Boston CVB	12,000 people per week
Digital	WCVB	409,227 impressions (to date)



**LEXINGTON**  
MASSACHUSETTS

Make history in

SUMMER IS A GREAT TIME TO  
*EXPLORE*  
**Lexington**

AN EPIC JOURNEY INSIDE & OUT!  
Start your journey at the Lexington Visitors Center, now open daily. Check out our revolutionary history room and famed diorama, or shop for unique gifts. Book a Liberty Ride Trolley Tour or Guided Battle Green Walking Tour, and see where it all began on April 19, 1775. Tours depart from the Visitors Center, 1875 Massachusetts Avenue, Lexington.  
Tours available seven days per week!

GIFT SHOP RESTROOMS TOURS

All tours depart from the  
Lexington Visitors Center:  
1875 Massachusetts Avenue, Lexington MA

VISIT US ONLINE:  
**TourLexington.us**

For visitors center hours & tour information scan here:

SCAN ME



HOP ABOARD THE

*Liberty Ride*

Ride along the historic Battle Road while your costumed guide recounts the exciting events of April 19, 1775.

All tours depart from  
**The Lexington Visitors Center**  
1875 Massachusetts Ave  
For tickets and schedule visit:  
**www.TourLexington.us**



**LEXINGTON**  
MASSACHUSETTS

Make history in

SUMMER IS A GREAT TIME TO  
*EXPLORE*  
**Lexington**

**TRAVEL BACK IN TIME TO APRIL 19, 1775**  
Start your journey at the Lexington Visitors Center. Then hop aboard the Liberty Ride Trolley Tour, take a Guided Battle Green Walking Tour, or visit a Historic House Museum. It's yours to explore!

**VISIT US ONLINE:**  
**WWW.TOURLEXINGTON.US**

The Lexington Visitors Center:  
1875 Massachusetts Ave, Lexington

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# CURRENT CHALLENGES

- Increasing Transportation Costs
- Increase in guide wages
- COVID Impacts on Travel and Tourism Industry
- Higher ticket costs than comparable tours
- Concord Trolley Pilot
- Budget: In FY2022, approximately 2,500 Liberty Ride tour tickets were sold from July to October 2021, but the program did not break even due to the high per-hour trolley rates.

Appropriations Summary (Revolving Funds)	FY2020 Actual	FY2021 Actual	FY2022 Appropriation	FY2023 Request	Dollar Increase	Percent Increase
7320 Liberty Ride Rev. Fund	\$139,510	\$0	\$104,000	\$104,000	\$0	—%
Compensation	\$41,715	\$0	\$14,000	\$14,000	\$0	—%
Expenses	\$97,795	\$0	\$90,000	\$90,000	\$0	—%

## ESTIMATED 2023 COSTS

## SCENARIO ONE CONSIDERATIONS- LEASED TROLLEY

- A RFP is issued for a new transportation vendor for a long term lease
- The Town hires guides and an in house coordinator

## SCENARIO TWO CONSIDERATIONS- PURCHASE ELECTRIC TROLLEY

- A new electric trolley and charging infrastructure is purchased using ARPA funding
- The Town hires guides, drivers and an in house coordinator
- Liberty Ride gets ARPA fund support for one year to cover the expenses and the one year we get to explore other service options such as hop-on hop-off services partnering with Concord, Lincoln, and the National Park.

## SCENARIO THREE CONSIDERATIONS- PURCHASE GAS TROLLEY

- The Town purchases a new diesel trolley using ARPA Funds
- The Town hires guides, bus drivers, and an in house coordinator

# Liberty Ride Survey Results

Board/Committee Member Responses

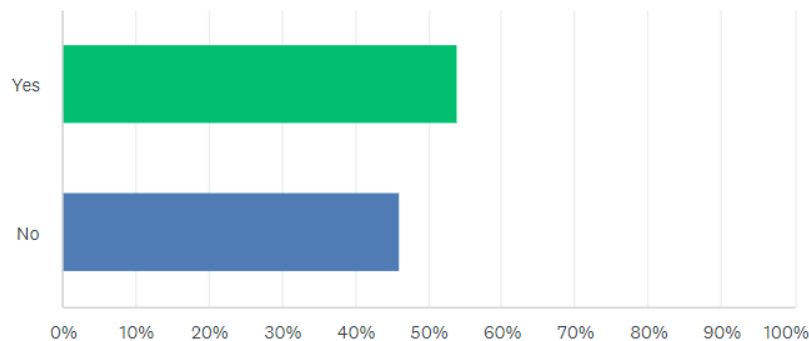
## Background:

The Liberty Ride Guided Trolley Tour continues to play a critical role by attracting visitors to eat, sleep and play in historic Lexington. A survey was sent out to board and committee members who's charge and work is directly related to or impacted by the Liberty Ride. The survey was intended to gauge their views and interests to help us reimagine the Liberty Ride experience, so that we can promote economic development, better support our local businesses, and to enhance tourism more broadly in Lexington.

Staff contacted the chairs of the Select Board, Planning Board, Tourism Committee, EDAC, and Center Committee, requesting that they forward the survey to their membership. We received a total of 13 responses from board/committee members who received this survey.

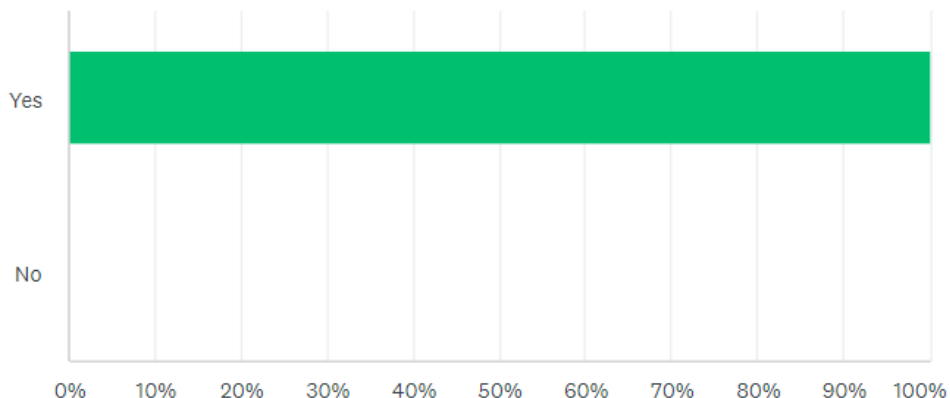
## Survey Results

**Have you ever been on a Liberty Ride Tour?**



Nearly half of respondents have not been on a Liberty Ride Tour who completed this survey.

**Do you feel the Town should continue the Liberty Ride Trolley as a municipal service?**



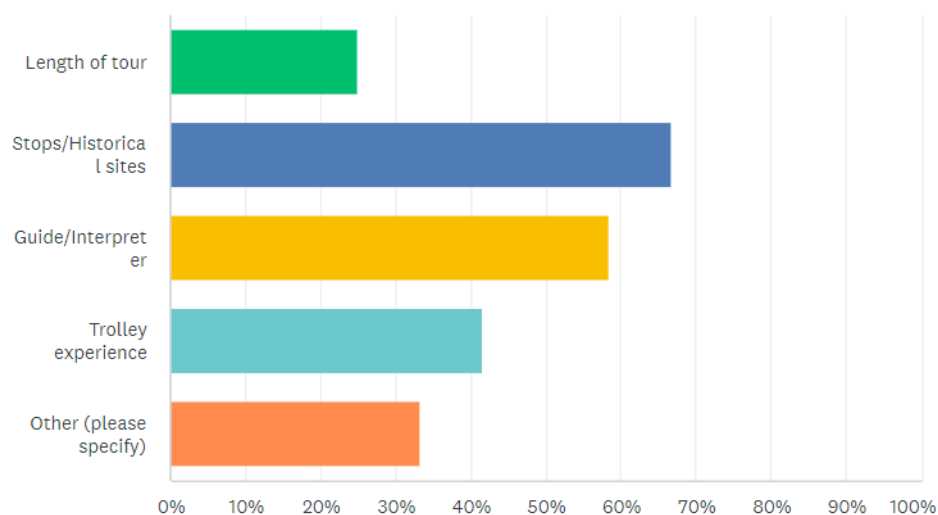


Without question, respondents feel that the Town should continue the Liberty Ride as a municipal service.

Comments:

- It is an economic engine that helps keep visitors in town spending money at shops and restaurants.
- This tour gives a great experience for visitors to understand the happenings of April 19, 1775.
- Until a private sector option is identified and fully explored, we need to maintain this important attraction.
- I do think having it is important. Ideally, we run a coordinated trolley that incorporates the National Park, Lexington, Concord and a stop at public transportation (like the Concord commuter rail)
- It is a great way to meet the needs and interests of our visitors as well as promote the assets of our town.
- It attracts people to visit Lexington Center. While I have not gone on it myself, I have sent visitors from out of town.
- I would prefer that the Liberty Ride continue as a self-funded service. Liberty Ride fares should cover Liberty Ride program costs.
- I'm open to continuing the ride. Family members have taken the tour and enjoyed it. Visitors seem to find it enjoyable.
- My objection to the ride from the beginning has been the decision to have it go to Concord. Lexington taxpayers funded its start... and continue to support its marketing. It should be taking visitors to historic sites in mid- Lexington—Munroe tavern, Masonic library e.g.- and East Lexington—Wilson Farm, Follen Church, Stone Building, eg. Lexington's story is much richer than just April 19.

**What do you enjoy about the Liberty Ride Tour? Please select all that apply.**

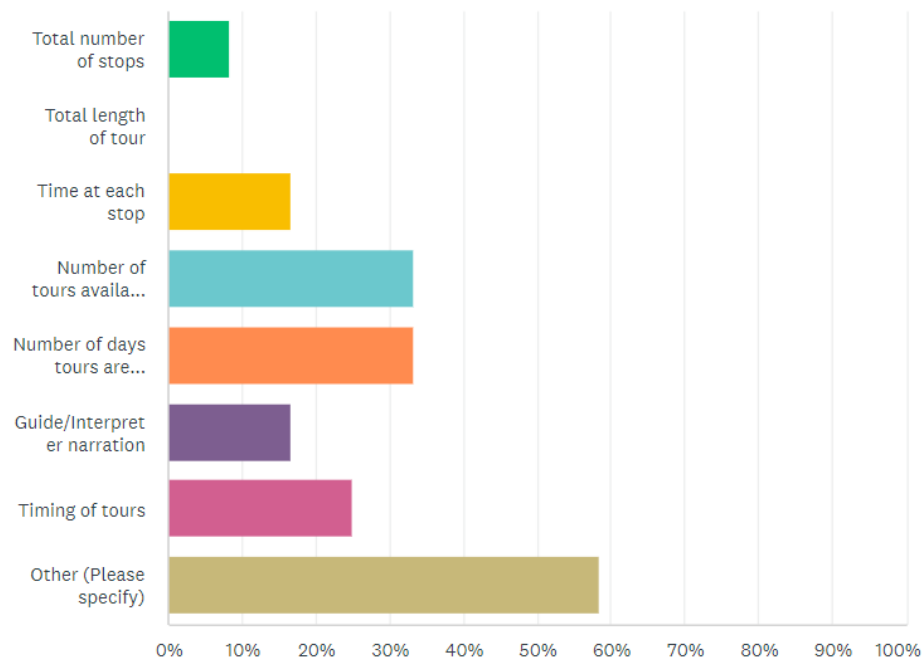


Those who have been on the tour, responded that they enjoyed the stops at various historical sites in Lexington and Concord. The second most popular aspect of the tour was narration by the tour guide. Respondent's also answered this question based on feedback from family members or friends who they have bought tickets for.

Comments:

- Provides an overview, and allows visitors to go back to these stops/sites for a longer visit.

**What are some areas of opportunity for the Liberty Ride? In other words, what can be improved? Please select all that apply.**

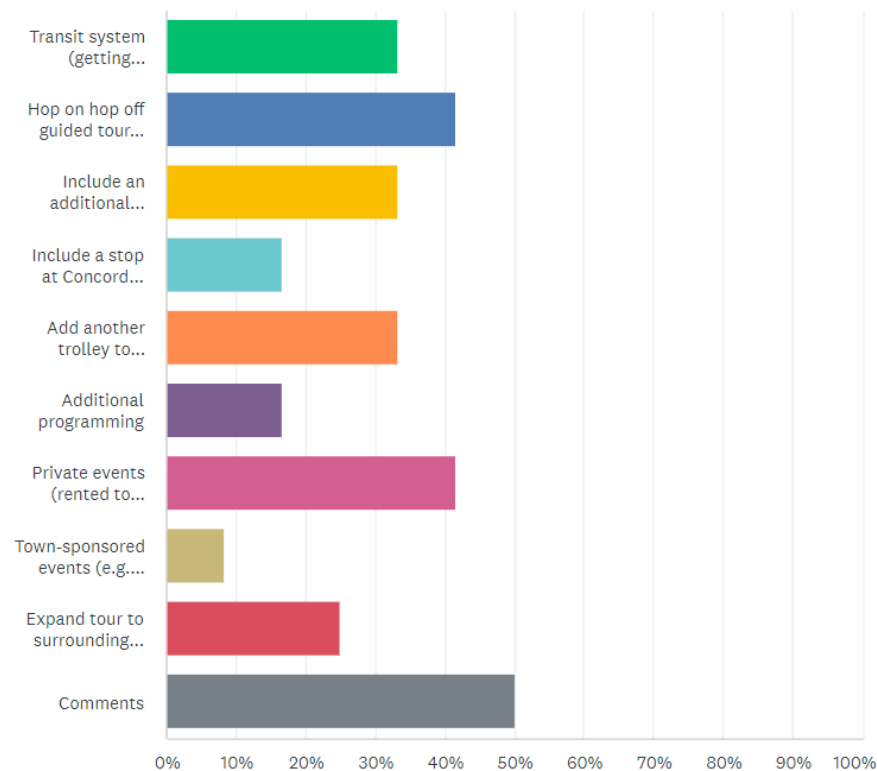


Most respondents (33%) found that the number of tours and the number of days tours are available provides the greatest opportunity to improve the Liberty Ride Tour. Respondents also expressed the challenges related to the timings of tours.

Other challenges:

- Cost of a ticket

**If we could expand the Liberty Ride, what would you be interested in? Please select all that apply.**

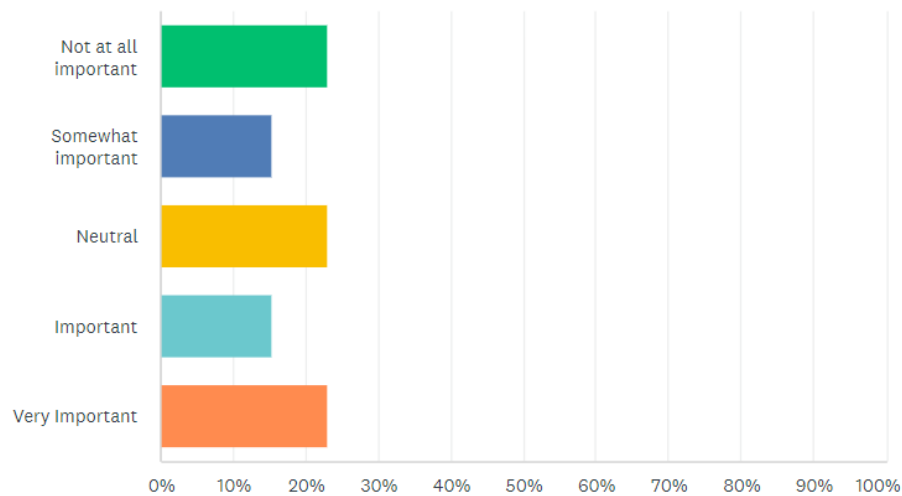


The majority of respondents (42%) would be in favor of a hop on hop off guided tour as well as renting the trolley out for private events. Other popular responses include exploring a transit system, including a stop at the National Park, adding a second trolley, expanding the trolley to surrounding towns.

#### Comments:

- Do not add a stop in Concord Center unless Concord contributes to the operational cost of the Liberty Ride.
- private rentals could be considered as a way to defray costs, but I would be concerned about uses that would not reflect well on the Town, but are in a Town Branded vehicle. Would need specific usage guidelines.
- Rather than stop the funding of the trolley, I would use this moment to reassess and see what new investments or expansion may be needed to make things work better. Taking a fresh look should also include how to incorporate in promotion of our local businesses and other services. You mention expanding the trolley to Concord or Lincoln, but what about also to (or from) Arlington and Cambridge? Trying to work more regionally and engage with other communities would help to lift us all up.
- OK to bring people to and from Alewife on Sundays.

**How important is it to you that the Liberty Ride is a trolley as opposed to a bus or another type of vehicle?**

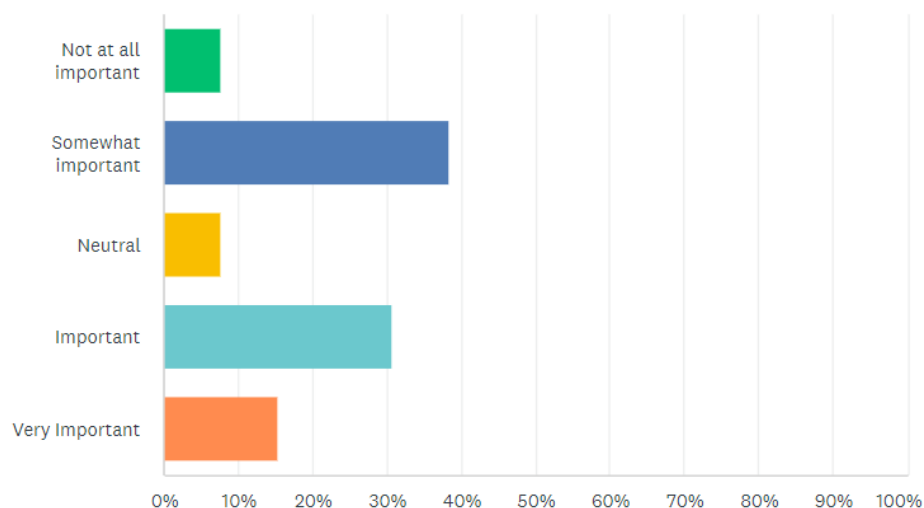


Unfortunately, the answers are all over place and really doesn't give decision makers a clear direction.

Comments:

- The trolley makes the experience more unique.
- Need a vehicle with 360 degrees of visibility
- Trolley has a historic feel
- There is something special about a trolley vs. a bus.
- If it is a bus, it should be comfortable and decorated nicely, and electric/hybrid.

**How important is it to you that the Liberty Ride meets the Town's sustainability goals, specifically electrifying our fleet?**

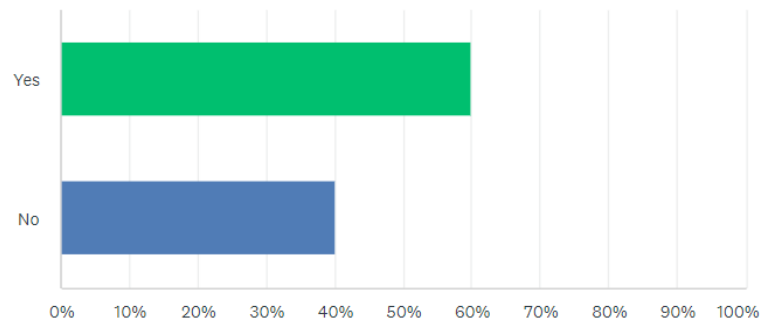


Overall, a majority (38%) of respondents felt that it was somewhat important that the trolley meets the Town's sustainability goals. However, 31% felt that it is important to pursue a sustainable option.

Comments:

- Only if the cost of operation is within the means of the budget. Or if the frequency of the routes increases 2-fold which could mean more emissions
- This is a unique experience, and that should be the top priority. With the supply chain issues, we will be lucky to get any vehicle nevertheless a hybrid or full electric. The technology is just not there yet. Maybe the next round we could consider a sustainable option.
- Over time, this should be a given. Short term changes depend on the availability of suitable buses and charging infrastructure. Nonetheless, I would hope that we are seeking electrification from vendors in our RFPs and that we push in this direction even if we can't get full electrification now.

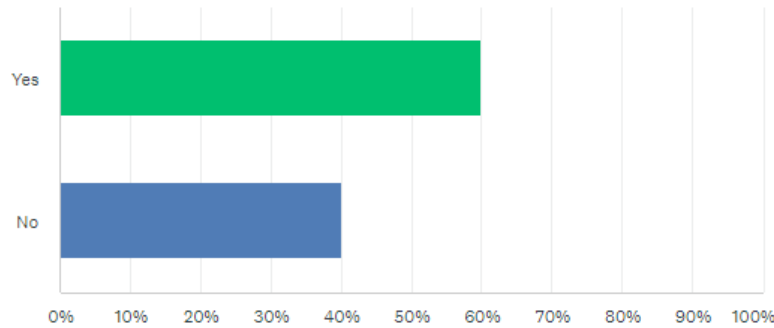
**Would partnering with other communities and agencies, such as Lincoln, Concord and the National Park Service, enhance the Liberty Ride experience? Please explain**



Comments:

- Tourism spending should be in Lexington (keep people in Lexington to shop & dine)
- Partnering with other communities would expand the draw and experience, especially if there were increased frequency such that you could spend time for lunch in one community then get the next trolley (so not a constant loop, but enough frequency that if you got off you didn't need to spend a whole day in one community).
- Include Freedom's Way
- This is worth exploring but may be too complicated
- We should be working together. And as a whole, we should also see how we can pull more people in who may stay in Boston, Cambridge, Arlington during their visit. Figuring out how to run a tour from hotels in those communities (with a stop in Lexington Center for a break/snack/lunch/shopping) would be beneficial.

**Similar to the question above, do you feel partnering with these communities and agencies would enhance the Liberty Ride operations? Please explain**



Comments:

- It could be a logistical nightmare
- Possible coordination might help operations, but we should not be encouraging people to do all their shopping in Concord or other communities when we have great options here in Lexington.
- larger buying power, spreading of costs, larger pool of potential employees.

**What do you think a trolley tour should offer a visitor to maximize their tourism experience in Lexington?**

Open-ended Responses:

- Consistency, flexibility and great guides that are knowledge about both the history and what Lexington has to offer its visitors.
- History - cultural, architectural and academic; opportunities/suggestions for activities; engaging/fun experience
- History as well as an introduction and promotion of Lexington today.
- Ability to visit historical sites around town that are too far to reach by foot. Linkage to other towns. Use of humor and storytelling in the narration. Stops that allow visitors to shop/snack/lunch in Lexington Center.
- Focus on all Lexington's story— farming, architecture. Transportation, abolitionists, transcendentalists... not just Colonial period.
- Include a stop at Cary Hall

# Liberty Ride Survey Results

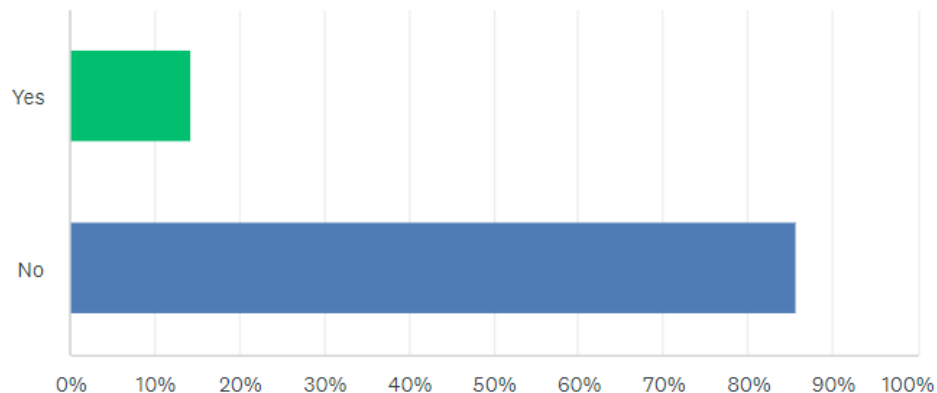
## Background:

The Liberty Ride Guided Trolley Tour continues to play a critical role by attracting visitors to eat, sleep and play in historic Lexington. A survey was sent out to board and committee members who's charge and work is directly related to or impacted by the Liberty Ride. The survey was intended to gauge their views and interests to help us reimagine the Liberty Ride experience, so that we can promote economic development, better support our local businesses, and to enhance tourism more broadly in Lexington.

Staff sent out the survey to business owners and others who have a stake in or impacted by tourism in Lexington. We received a total of 7 responses from our local businesses and organizations.

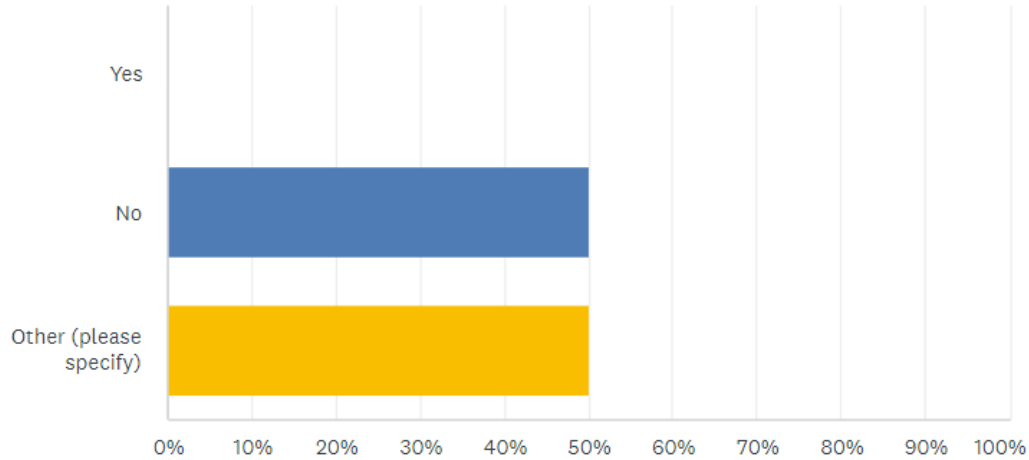
## Survey Results

### **Have you ever been on a Liberty Ride Tour?**



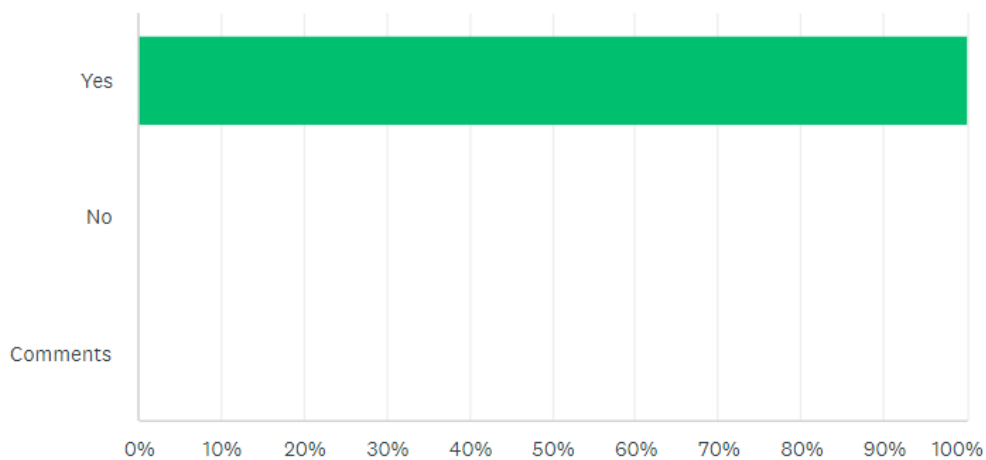
Only 14% or 1 out of the 7 respondents said they have been on the Liberty Ride Tour.

**If you answered yes to question 1, do you plan on another tour this season?**



Respondents who answered “other” expressed a potential interest in the tour.

**Do you feel the Town should continue the Liberty Ride Trolley as a municipal service?**



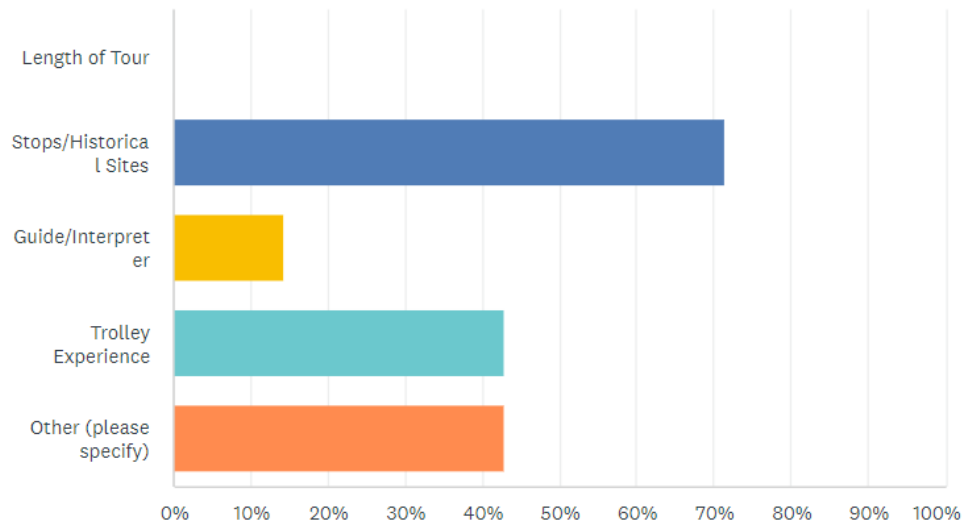
Respondents overwhelming felt that the Town should continue the Liberty Ride as a municipal service.

**Comments:**

- “Upon reading on the excitement and pleasure that the Liberty Ride brings to visitors, Craft Food Halls is a strong advocate to continue this program. We would love to support and direct the visitors of our place to try this out.”

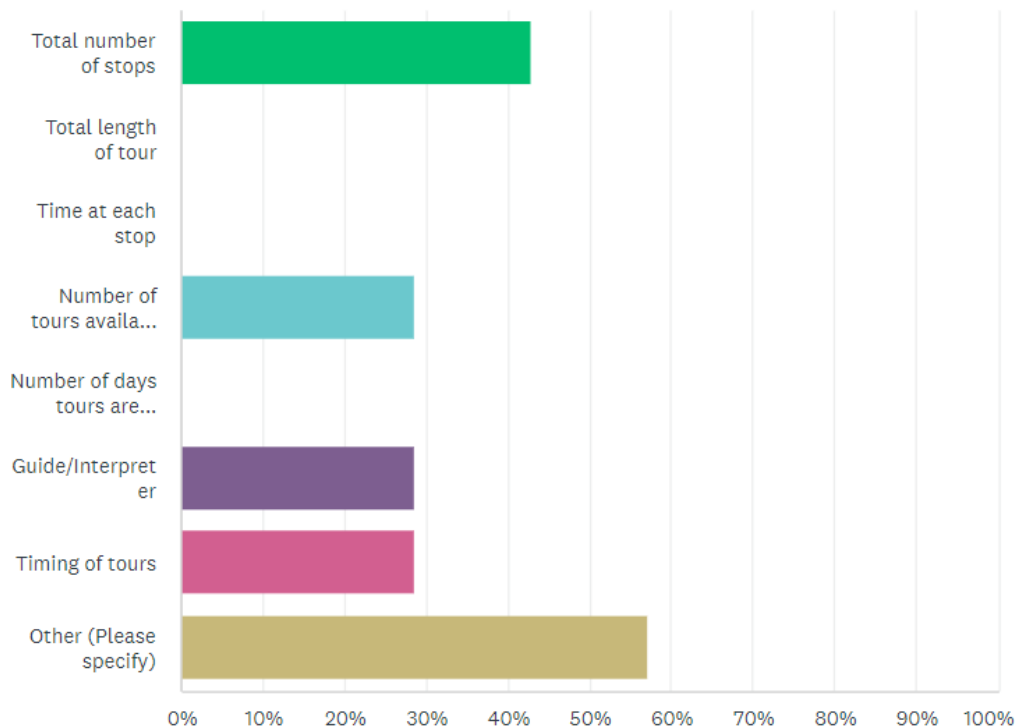


**What do you enjoy about the Liberty Ride Tour? Please select all that apply.**



Respondents answered this to the best of their ability without having been on a tour. Those who answered expressed that it brings people to Lexington and supports the Town and local retailers.

**What are some areas of opportunity for the Liberty Ride? In other words, what can be improved? Please select all that apply.**

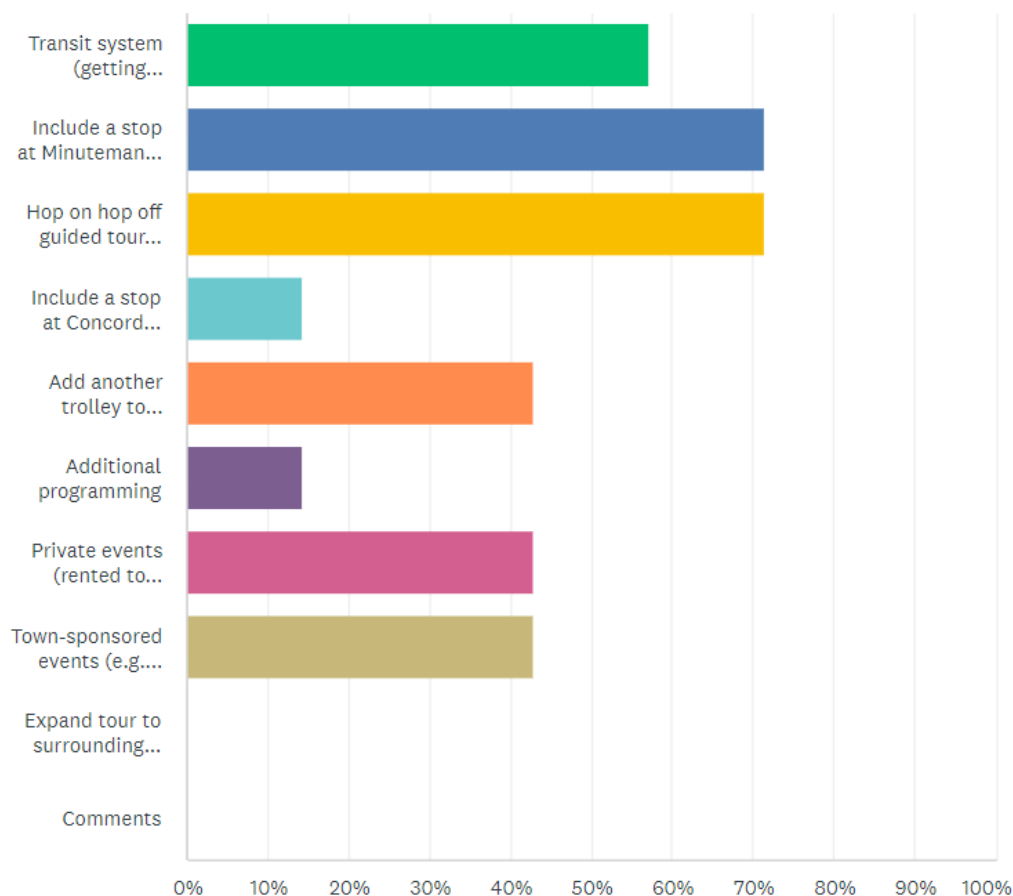


About 42% of respondents felt the Liberty Ride should offer more stops. Other areas of opportunities were around the number of tours available, the guide/interpreter experience, and the times tours are offered.

Comments:

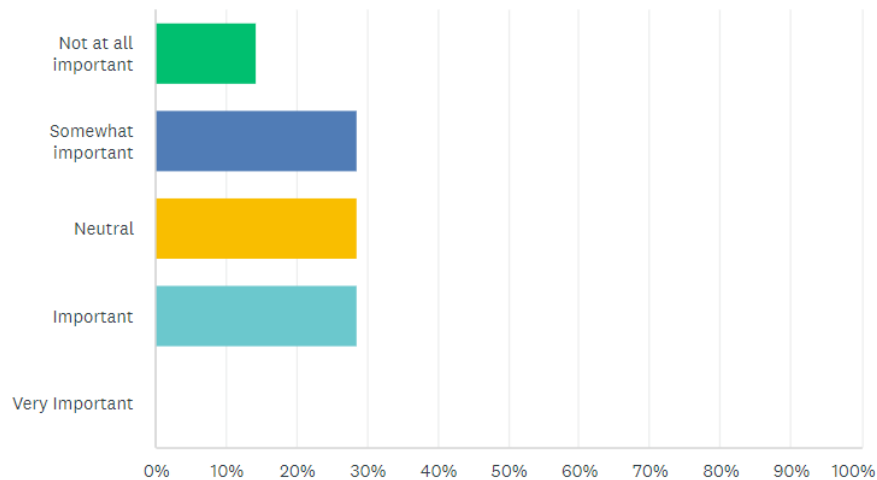
- “Liberty Guide Tour would benefit from partnering with businesses that are willing to provide support in certain areas. Some options could be: fresh beverages for visitors, a raffle to win a gift card or prize, etc.”

**If we could expand the Liberty Ride, what would you be interested in? Please select all that apply.**



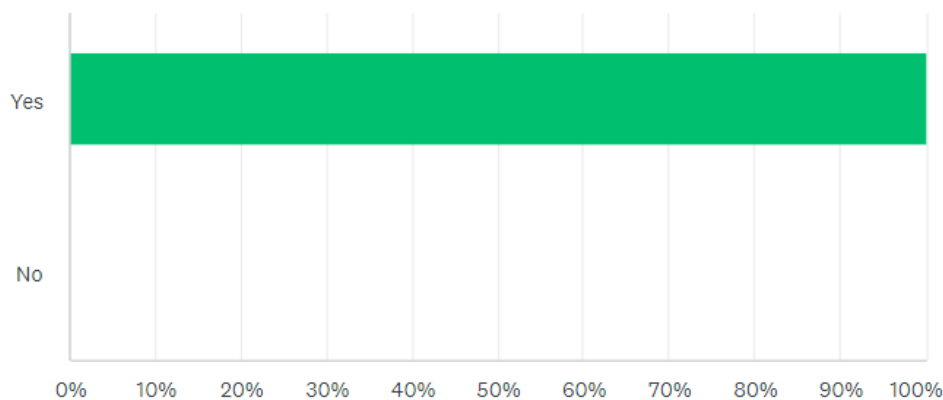
71% or 5 out of 7 of respondents feel we should look into a hop on hop off system, as well as looking at adding a longer stop at Minute Man National Park. 57% of respondents also indicated an interest in using the trolley as a transit system. Other popular responses were adding another trolley and renting out the trolley for private or town sponsored events.

**How important is it to you that the Liberty Ride is a trolley as opposed to a bus or another type of vehicle?**



Overall, respondents did not feel strongly that the Liberty Ride had to be a trolley, but rather would be open to a bus or something else.

**Has tourism supported your business? If yes, please explain.**

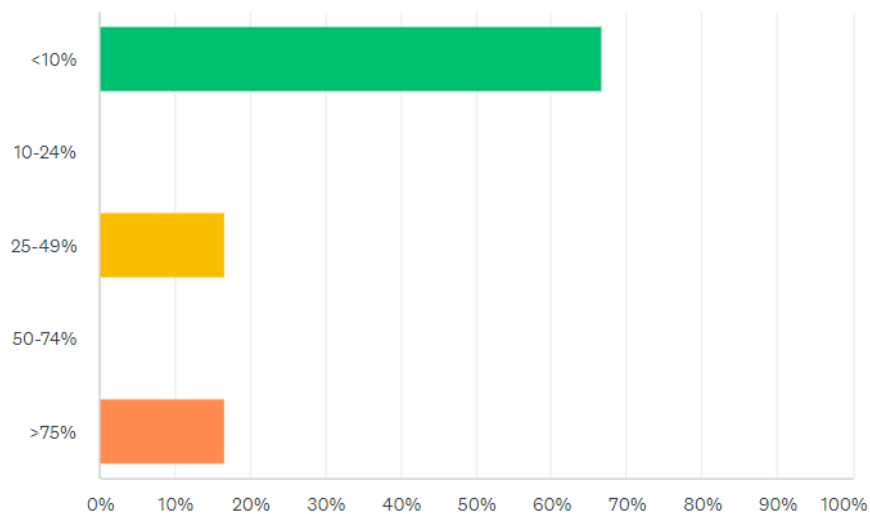


Respondents overwhelmingly feel that tourism positively impacts their business or operations. A few respondents who answered this survey were new businesses who feel they will see an increase in sales as tourism ramps up.

**Comments:**

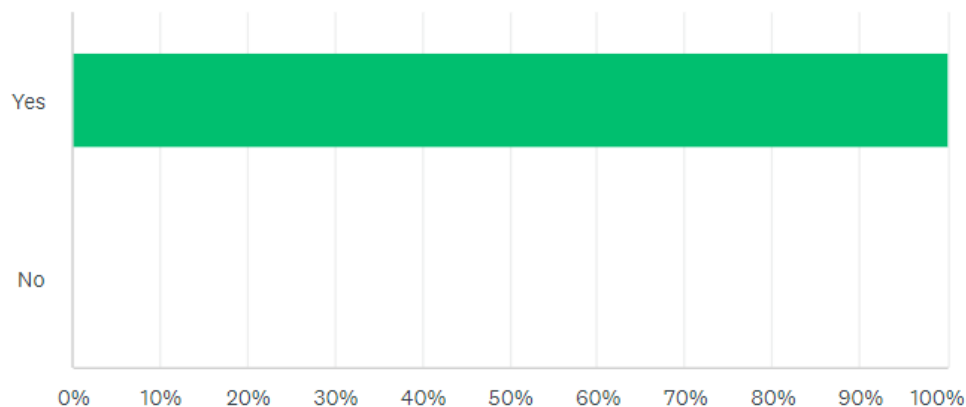
- “We are a center business and many tourists stop and shop with us.”
- “My business has only been open for half a year. But we expect that with tourist season our sales should increase.”
- “Tourism is key to the Historical Society”
- “we get customers mostly from the bus tours”

### What percentage of your business comes from visitors to Lexington?



Those who could respond to this question, 67% indicated that less than 10% of their sales come from tourism. The Lexington Historical Society was the only organization who responded that over 75% of their business comes from tourism.

### Would you support adding additional Liberty Ride stops to other communities, such as Concord and Lincoln? Please explain why or why not



100% of respondents support expanding the ride to other communities. This is surprising because there is an impression that businesses want tourists to stay, eat and play in Lexington only. It's important to note that this is a very small sample of Lexington businesses, and responses are not necessarily statistically significant.

#### Comments:

- "It would make the service more popular and bring more tourists to Lexington."
- "If we are able to funnel them into Lexington Centre."

- “Historic story”
- “It would be more inclusive regionally and support crosstown business and shopping.”
- “Bring more people to the area.”

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour

☐ Trolley

☒ Guide

☒ Stops at Historical Site

☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour    ☒ Trolley    ☒ Guide    ☒ Stops at Historical Site:  
☐ Other:

**Do you have other feedback?**

*Thank you!*

**Where are you traveling from?**

Did you enjoy the Liberty Ride Tour?

☒ Yes ☐ No ☐ Other:

Would you recommend the Liberty Ride to a friend?

☒ Yes ☐ No ☐ Other:

What did you enjoy about the Liberty Ride Tour?

☐ Length of Tour ☐ Trolley ☐ Guide ☒ Stops at Historical Site  
☐ Other:

Do you have other feedback?

Where are you traveling from? Salado, TX



**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour    ☒ Trolley    ☒ Guide    ☒ Stops at Historical Site

☒ Other: *Great historical information*

**Do you have other feedback?**

**Where are you traveling from?**

*Maine*

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Site:

☐

Other:

**Do you have other feedback?**

Great tour very informative. Owen was  
terrific. Thank you

**Where are you traveling from?**

Southport, NC

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** Reston VA

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** Holland, MA

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites

☒ Other: The Jokes 10/10

**Do you have other feedback?**

**Where are you traveling from?** Southern Utah

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☒ Guide ☒ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

*Cambridge MA*

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour    ☒ Trolley    ☒ Guide    ☐ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** *New Jersey*

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

TAMPA FLORIDA



**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☐

Stops at Historical Sites

☐

Other:

*nice air conditioned*

**Do you have other feedback?**

*Marcia Nolan was wonderful*

**Where are you traveling from?**

*Tampa FL*

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour    ☐ Trolley    ☒ Guide    ☐ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☒

Trolley

☒

Guide

☐

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☐ Trolley ☒ Guide ☒ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

This tour is fabulous! Thank You 😊

**Where are you traveling from?**

Hurricane Utah USA

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☒ Guide ☐ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

GREAT DAY!  
L.T. M-1

**Where are you traveling from?**

8/15/22

Did you enjoy the Liberty Ride Tour?



Yes



No



Other:

Would you recommend the Liberty Ride to a friend?



Yes



No



Other:

What did you enjoy about the Liberty Ride Tour?



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:



ENTIRE TOUR

Do you have other feedback?

Where are you traveling from?

NEW YORK  
STATE

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour    ☐ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

It was AMAZING!!!

**Where are you traveling from?**

1-1-2019

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour    ☐ Trolley    ☒ Guide    ☐ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**



**Did you enjoy the Liberty Ride Tour?**

☒ Yes      ☐ No      ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes      ☐ No      ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour    ☐ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

Iowa

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

North Carolina

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☒ Guide ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** *Iowa*

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour    ☐ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** NC

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☐ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** FLORIDA

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

FLORIDA

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☐

Trolley

☐

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

Wesdon, MA



**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☐

Trolley

☒

Guide

☐

Stops at Historical Sites

☐

Other:

*Great Guide!*

**Do you have other feedback?**

*The guests were noisy - ask them to be quiet.*

**Where are you traveling from?**

*Weston, MA*

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☐

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

South Florida

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☐

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

South Florida

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

Colchester CT

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?** Colchester CT

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour    ☒ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☒

Other: *The guide was great!*

**Do you have other feedback?**

*Thanks for the entertaining & informative ride*

**Where are you traveling from?** *Ohio*

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☒ Guide ☐ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

North Haven Ct.



**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☒ Trolley ☒ Guide ☐ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

*I enjoyed the walking stops*

**Where are you traveling from?**

*North Carolina*

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour    ☐ Trolley    ☒ Guide    ☐ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** BOSTON

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

SAUGUS, MA

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

Our tour had some  
non-English speakers. Our guide was tremendously  
professional with their translation during the entire tour.  
Where are you traveling from?  
Ohio

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites

☐ Other: > At the top end of my expectations -  
interesting + informative.  
Thank you!

**Do you have other feedback?**

**Where are you traveling from?** NC

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

Wish I could hear the  
guide better!

**Where are you traveling from?**

Raleigh, NC

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

Wonderful. Owen was a great guide.

**Where are you traveling from?**

NORTH HAVEN CT

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☐ Yes

☒ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☒ Trolley ☒ Guide ☐ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

Hard to see Historical sites when sitting on the higher seats at the back.

**Where are you traveling from?** Honduras





**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

MN

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

*extraordinary tour*

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour    ☐ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

Trolley a little noisy  
Excellent guide

**Where are you traveling from?** FL

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

*Terry was great!*

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

*MORE STOPS*

**Where are you traveling from?**

*Florida*

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☐ Trolley ☒ Guide ☒ Stops at Historical Sites  
☐ Other: J

**Do you have other feedback?**

JERRY WAS EXCELLENT

**Where are you traveling from?** FLORIDA

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☐ Guide ☐ Stops at Historical Sites

☐ Other: *everything*

**Do you have other feedback?**

*no*

**Where are you traveling from?**

*CA*

**Did you enjoy the Liberty Ride Tour?**

8/19/2022

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☐ Guide ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?** No

**Where are you traveling from?** Maryland

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

8/19/2022

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☒

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☒

Trolley

☐

Guide

☐

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

6 girls from Boya, Alaska



**Did you enjoy the Liberty Ride Tour?**

8/19/2022

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☒ Guide ☐ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

North Carolina

**Did you enjoy the Liberty Ride Tour?**

8/19/2022

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☐

Trolley

☒

Guide

☐

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

MARYLAND

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

NYC

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

Terrific. Love Sandy!

**Where are you traveling from?**

Atlanta GA

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

*I wish the speakers on the trolley were louder*

**Where are you traveling from?**

*CT*

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?** Tour could be a little longer to allow for brief stops in front of houses to allow for photos  
**Where are you traveling from?** New Zealand

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

OHIO



**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

Florida

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

Florida

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

Historical information, very informative.

**Where are you traveling from?**

FLORIDA

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☒

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☐

Trolley

☒

Guide

☐

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

Great overview

**Where are you traveling from?**

Auburn New York

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☐

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

Long Island NY

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other: *clear, interesting, fun*

**Would you recommend the Liberty Ride to a friend?**

☐ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour    ☐ Trolley    ☐ Guide    ☐ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☐

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

Very lively interesting guide

**Where are you traveling from?**

Brooklyn NY

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour    ☒ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** *Cambridge*



**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

Cambridge

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☒ Guide ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

would be nice to have brochures with map on the bus

**Where are you traveling from?**

Cambridge

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☒ Guide ☐ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?** *Fantastic guide*

**Where are you traveling from?** *Cambridge*

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour    ☒ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** FLORIDA

Did you enjoy the Liberty Ride Tour?



Yes



No



Other:

Would you recommend the Liberty Ride to a friend?



Yes



No



Other:

What did you enjoy about the Liberty Ride Tour?



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

Do you have other feedback?

I don't think the speakers at the back of trolley work  
it was a little hard to hear.

Where are you traveling from?

Kansas & Nebraska



**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

Excellent Tour

**Where are you traveling from?**

Wash

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

**Where are you traveling from?** Utah

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☐ Yes    ☐ No    ☒ Other: *Some, not all.*

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour    ☐ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

*SIC UT*

**Did you enjoy the Liberty Ride Tour?**

☒ Yes ☐ No ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes ☐ No ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites  
☐ Other: I would like more stops

**Do you have other feedback?**

longer tour + more stops

**Where are you traveling from?**

Arkansas

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour ☒ Trolley ☒ Guide ☒ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

Guide was very informative. We learned  
lots of facts we wouldn't have otherwise.

**Where are you traveling from?**

Arkansas

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

mi



**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour    ☒ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

Great! The guide is excellent !!!

**Where are you traveling from?**

Toronto, Canada

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

France, Paris.

**Did you enjoy the Liberty Ride Tour?**

☒ Yes

☐ No

☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes

☐ No

☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☐ Length of Tour ☐ Trolley ☒ Guide ☐ Stops at Historical Sites

☐ Other:

**Do you have other feedback?**

**Where are you traveling from?**

*Toronto, Canada*

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☒

Length of Tour

☐

Trolley

☐

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

*Nope.*

**Where are you traveling from?** *Canada.*

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☐

Yes

☐

No

☒

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

Sanborn, Iowa



**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

EXCELLENT ENJOYABLE, INFORMATIVE  
NARRATING

**Where are you traveling from?**

NEW JERSEY & VA

**Did you enjoy the Liberty Ride Tour?**

23

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☒

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

*A very peaceful ride.*

**Where are you traveling from?**

*Merrimack NH*

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**

Ashtaburham

**Did you enjoy the Liberty Ride Tour?**

☒

Yes

☐

No

☐

Other:

**Would you recommend the Liberty Ride to a friend?**

☒

Yes

☐

No

☐

Other:

**What did you enjoy about the Liberty Ride Tour?**

☐

Length of Tour

☐

Trolley

☒

Guide

☒

Stops at Historical Sites

☐

Other:

**Do you have other feedback?**

**Where are you traveling from?**

**Did you enjoy the Liberty Ride Tour?**

☒ Yes    ☐ No    ☐ Other:

**Would you recommend the Liberty Ride to a friend?**

☒ Yes    ☐ No    ☐ Other:

**What did you enjoy about the Liberty Ride Tour?**

☒ Length of Tour    ☒ Trolley    ☒ Guide    ☒ Stops at Historical Sites  
☐ Other:

**Do you have other feedback?**

*Guide was  
excellent*

**Where are you traveling from?**

*Plant City FL*

**Did you enjoy the Liberty Ride Tour?**



Yes



No



Other:

**Would you recommend the Liberty Ride to a friend?**



Yes



No



Other:

**What did you enjoy about the Liberty Ride Tour?**



Length of Tour



Trolley



Guide



Stops at Historical Sites



Other:

**Do you have other feedback?**

**Where are you traveling from?**



## *Town of Lexington*

### **Tourism Committee**

Dawn McKenna, *Chair*

#### MEMORANDUM

TO: Select Board

FROM: Dawn McKenna, Lexington Tourism Committee Chair  
*Marsha Baker, Kerry Brandin, Margaret Coppe, Bebe Fallick, Dawn McKenna, Wim Nijenberg, Carol Ward, Elsie Xu*

DATE: September 15, 2022

RE: Economic Development Presentation on Liberty Ride options

CC: Jim Malloy, Carol Kowalski, Sandhya Iyer, Casey Hagerty

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This morning, the Tourism met to review the presentation of the Economic Development office regarding the options for the Liberty Ride. As the Committee had seen the slides at this morning's meeting for the first time, additional recommendations will be considered going forward. In the meanwhile, due to the urgency of addressing the trolley vehicle, the Committee was comfortable with providing these comments and recommendations for your consideration.

Surveys conducted by the Economic Development Office with different audiences continue to demonstrate the popularity of the Liberty Ride. It was noteworthy that the businesses valued the Liberty Ride and were looking for partnership opportunities. (Numbers documented from the prior coupon program helped convince Town Meeting of the value of the Liberty Ride.) While the overall participation numbers in the survey were low, the results are similar to surveys taken by the Tourism Committee in prior years.

Following full discussion, the members present unanimously voted to support the following recommendations. Connection was lost with one member as the vote was being taken. Based on comments made while online, it is reasonable to assume that member in agreement with the contents. Some of the reasons for doing so discussed are included under each recommendation:

1. That Lexington purchase an electric trolley.
  - a. The vehicle decision cannot wait. The original vehicle was taken out of service this season after 17 years of use and the replacement is not ideal
  - b. Given the commitment that Town Meeting and the Select Board have made to reducing dependence on fossil fuel, this is an opportunity to take another important step in that direction that would not be economically feasible without the proposed ARPA funds.
  - c. A new vehicle will include specifications that were carefully developed for attracting riders with coloring and logos complimenting the Liberty Ride branding
  - d. The proposal is based on returning to a seven days a week operation with four runs daily (April – October) as had run for years pre-covid. Returning to this consistent schedule will help attract more riders, especially as the Town gears up for the 250<sup>th</sup> celebrations.



2. An analysis be done on the costs and operational implications of the Town owning the vehicle and bidding the operation, maintenance and staffing of the vehicle.
  - a. Contract could address possible negatives of Town owning vehicle such as:
    - i. requiring a backup vehicle
    - ii. providing trained drivers with flexible hours
    - iii. limit concerns about attracting drivers in this tough labor market
  - b. Prior work analyzed several years ago proved this to be a cost-effective option.
3. A full-time Liberty Ride Manager be hired.
  - c. Until recently the Liberty Ride always had a coordinator
  - d. The Visitors Center Manager was never intended to run the Liberty Ride
  - e. Previously there was a Liberty Ride Coordinator who worked full-time April – October and part-time November – March. There was also a part-time seasonal Assistant Liberty Ride Coordinator and a Battle Green Guide Coordinator. All these roles were added to the Visitors Center Manager role which was already full-time which is too much for one person
  - f. A memo detailing staffing recommendations was sent to the Town Manager (copied to Select Board) from the Tourism Committee on January 13, 2020. It described the need for a full-time Tourism Manager and full-time Visitors Center Manager, separate from the Liberty Ride leadership.
4. Hourly rates for all Liberty Ride guides be reviewed and increased to reflect the upper range of rates paid to comparable positions in the region.
  - g. Concerns regarding the inadequacy of the frontline staff compensation were detailed. In the memo noted above
  - h. The differential between what they are being paid currently versus wage standards for the industry have further increased over the last two+ years
  - i. Competitive wages are needed to attract skilled guides given low unemployment.
5. Opportunities be explored for other uses of the trolley to support funding overall operational costs. Examples of additional revenues possibilities for including in projections are:
  - j. Theatre productions on the trolley (Salem has done)
  - k. Theme based tours in the offseason (ie architectural or African American Heritage)
  - l. The Trolley could also be made available for rental when not used.

In the survey there was some interest in the Liberty Ride been available for hop on and off. The Committee did not come to a conclusion about that possibility. It should be noted that when the Liberty Ride was initially operated, it was advertised as hop on and hop off. The first year there were two trolleys operating which cut down the wait time at each stop. Finding ways to make this operationally work would require further discussion and planning.

I will be at available at the Select Board meeting on Monday to provide further comments and answer questions as is helpful to the Select Board.

# LIBERTY RIDE TROLLEY PROGRAM OVERVIEW AND BUDGET DISCUSSION



Land Use, Health, and Development Department

Economic Development Office

September 19, 2022

# OVERVIEW

- Survey
  - Committee
  - Boards
  - Businesses
  - Tourists
- Liberty Ride Business Overview
- Current Challenges
- Future Considerations/Requests
- Q&A

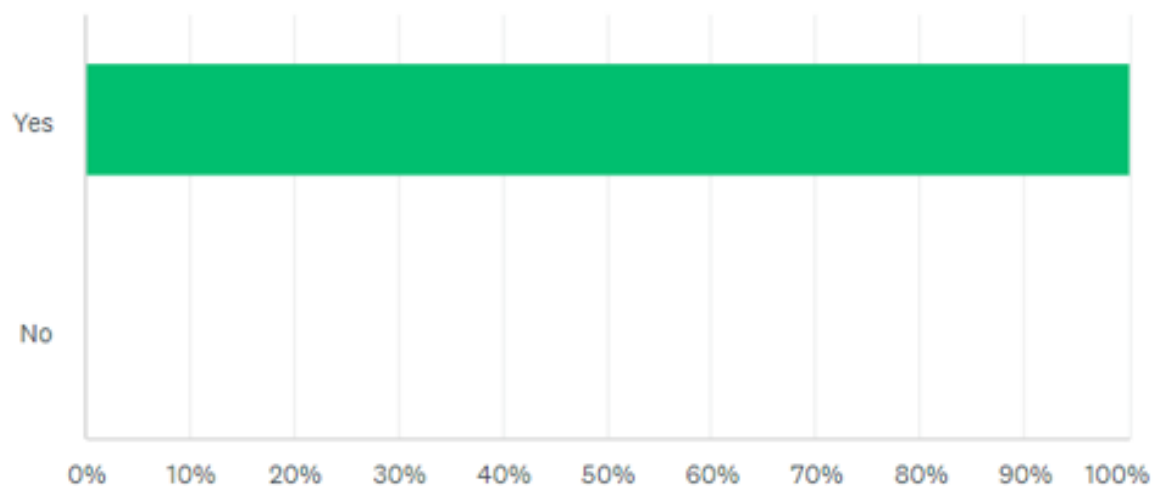
# SURVEY HIGHLIGHTS

- In the Spring of 2022, a survey was sent out asking Committees for feedback regarding the Liberty Ride:
  - Select Board, Planning Board, Tourism Committee, Economic Development Advisory Committee, and Lexington Center Committee
- 13 responses
  - “respondents feel that the Town should continue the Liberty Ride as a municipal service.”
  - “The second most popular aspect of the tour was narration by the tour guide.”
  - “Most respondents (33%) found that the number of tours and the number of days tours are available provides the greatest opportunity to improve the Liberty Ride Tour.”

## SURVEY RESULTS/HIGHLIGHTS

- A survey was also sent to local businesses in the Spring of 2022
- 7 responses
  - “About 42% of respondents felt the Liberty Ride should offer more stops.”
  - “Liberty Guide Tour would benefit from partnering with businesses that are willing to provide support in certain areas. Some options could be: fresh beverages for visitors, a raffle to win a gift card or prize, etc.”
  - “71% or 5 out of 7 of respondents feel we should look into a hop on hop off system, as well as looking at adding a longer stop at Minute Man National Park.”

### Has tourism supported your business? If yes, please explain.



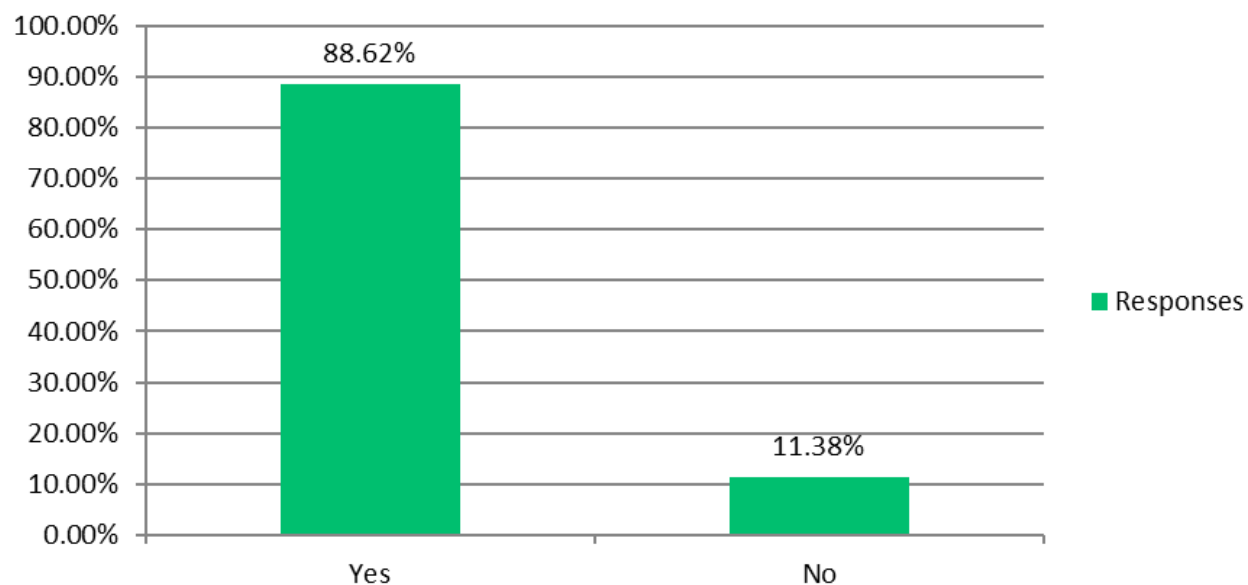
Respondents overwhelmingly feel that tourism positively impacts their business or operations. A few respondents who answered this survey were new businesses who feel they will see an increase in sales as tourism ramps up.

#### Comments:

- “We are a center business and many tourists stop and shop with us.”
- “My business has only been open for half a year. But we expect that with tourist season our sales should increase.”
- “Tourism is key to the Historical Society”
- “we get customers mostly from the bus tours”

# LIBERTY RIDE CUSTOMER SURVEY

Would you recommend the Liberty Ride to a friend?



Survey Months	Year
April-Oct	2017-2022

## Responses

88.62%	257
--------	-----

11.38%	33
--------	----

Answered	290
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Skipped	4
---------	---

## 2022 Survey

94 Responses

Overwhelmingly Positive. Highlights include trolley, stop at historical sites, and guide

# 2022 LIBERTY RIDE BUSINESS OVERVIEW

- One year contract with Joseph's Transportation
- 2,455 Tickets sold in 2021
- 31 seats
- 2 Tours per day, Friday- Monday

Source	Adult	Seniors/Military	Students	Total Sale Average
Visitors Center/ Website	\$28	\$25	\$20	84%
Viator/Trip Advisor	\$21.84	\$19.50	\$15.60	7%
Go Boston Pass	\$15.25	n/a	\$7.00	9%



# MARKETING EFFORTS

Platform	Source	ROI/Reach
Radio and Digital	GBH	43 Radio Slots over two weeks, 372,992 impressions
Print	Group Tour Magazine	18,750 Readers
Print	Youth Travel Planner	31,200 issues distributed
Print	Bus Tour Magazine	23,000 readers
Print	Boston Globe Sunday	769,065 Readers
Print	Boston Globe Magazine-Travel	769,065 Readers
E-Blast	Boston.Com	42,980 subscribers
Print	USA Today	100,000 copies printed,
Print	Greater Merrimack CVB	50,000 distributed
Digital	Facebook	74,425 impressions
Print	Greater Boston CVB	80,000 copies distributed
Digital	Greater Boston CVB	55,000 page views
VC Screens	Greater Boston CVB	12,000 people per week
Digital	WCVB	409,227 impressions (to date)



**LEXINGTON**  
MASSACHUSETTS

Make history in

SUMMER IS A GREAT TIME TO  
*EXPLORE*  
**Lexington**

AN EPIC JOURNEY INSIDE & OUT!  
Start your journey at the Lexington Visitors Center, now open daily. Check out our revolutionary history room and famed diorama, or shop for unique gifts. Book a Liberty Ride Trolley Tour or Guided Battle Green Walking Tour, and see where it all began on April 19, 1775. Tours depart from the Visitors Center, 1875 Massachusetts Avenue, Lexington.

Tours available seven days per week!

GIFT SHOP RESTROOMS TOURS

All tours depart from the Lexington Visitors Center:  
1875 Massachusetts Avenue, Lexington MA

VISIT US ONLINE:  
**TourLexington.us**

For visitors center hours & tour information scan here: 



HOP ABOARD THE

*Liberty Ride*

Ride along the historic Battle Road while your costumed guide recounts the exciting events of April 19, 1775.

All tours depart from  
**The Lexington Visitors Center**  
1875 Massachusetts Ave  
For tickets and schedule visit:  
**www.TourLexington.us**



**LEXINGTON**  
MASSACHUSETTS

Make history in

SUMMER IS A GREAT TIME TO  
*EXPLORE*  
**Lexington**

**TRAVEL BACK IN TIME TO APRIL 19, 1775**  
Start your journey at the Lexington Visitors Center. Then hop aboard the Liberty Ride Trolley Tour, take a Guided Battle Green Walking Tour, or visit a Historic House Museum. It's yours to explore!

**VISIT US ONLINE:**  
**WWW.TOURLEXINGTON.US**

The Lexington Visitors Center:  
1875 Massachusetts Ave, Lexington

 MASSACHUSETTS visitma.com 

# CURRENT CHALLENGES

- Increasing Transportation Costs
- Increase in guide wages
- COVID Impacts on Travel and Tourism Industry
- Higher ticket costs than comparable tours
- Concord Trolley Pilot
- In FY2022, approximately 2,500 Liberty Ride tour tickets were sold from July to October 2021, but the program did not break even due to the high per-hour trolley rates.

# ESTIMATED 2023 COSTS

	Electric Trolley	Gas Trolley	Lease/Contract
<b>Capital Expense:</b>			
Trolley Vehicle	\$ 450,000	\$ 208,000	\$ -
Level 3 Charger	\$ 40,000	\$ -	\$ -
Total Capital Expense	\$ 490,000	\$ 208,000	\$ -
<b>Operating Revenues:</b>	\$ 194,220	\$ 194,220	\$ 194,220
<b>Operating Expense:</b>			
Salaries & Wages	\$ 108,040	\$ 108,040	\$ 56,772
Employee Benefits	\$ 17,589	\$ 17,589	\$ -
Contractual Services	\$ -	\$ -	\$ 221,112
Vehicle Maintenance	\$ 3,000	\$ 5,000	\$ -
Fuel (electricity/gas)	\$ 1,136	\$ 10,189	\$ -
Winter Storage	\$ 6,000	\$ 6,000	\$ -
Set-aside for Future Capital	\$ 49,000	\$ 20,800	\$ -
Total Operating Expenses	\$ 184,765	\$ 167,618	\$ 277,884
<b>Operating Net Income (Loss)</b>	<b>\$ 9,455</b>	<b>\$ 26,602</b>	<b>\$ (83,664)</b>

# SCENARIO ONE CONSIDERATIONS- LEASED TROLLEY

- A RFP is issued for a new transportation vendor
- The Town hires guides and a part time, in-house coordinator
- The Transportation vendor hires drivers and is responsible for maintenance, gas etc.

	Lease/Contract
<b>Capital Expense:</b>	
Trolly Vehicle	\$ -
Level 3 Charger	\$ -
Total Capital Expense	\$ -
<b>Operating Revenues:</b>	\$ 194,220
<b>Operating Expense:</b>	
Salaries & Wages	\$ 56,772
Employee Benefits	\$ -
Contractual Services	\$ 221,112
Vehicle Maintenance	\$ -
Fuel (electricity/gas)	\$ -
Winter Storage	\$ -
Set-aside for Future Capital	\$ -
Total Operating Expenses	\$ 277,884
<b>Operating Net Income (Loss)</b>	<b>\$ (83,664)</b>

## SCENARIO TWO CONSIDERATIONS- PURCHASE GAS TROLLEY

- The Town purchases a new diesel trolley using ARPA Funding
- The Town hires guides, drivers, and a full time, in house coordinator
- The Town would be able to explore other service options such as hop-on hop-off services and partnering with Concord, Lincoln, and the National Park.

	Gas Trolley
<b>Capital Expense:</b>	
Trolley Vehicle	\$ 208,000
Level 3 Charger	\$ -
Total Capital Expense	\$ 208,000
<b>Operating Revenues:</b>	\$ 194,220
<b>Operating Expense:</b>	
Salaries & Wages	\$ 108,040
Employee Benefits	\$ 17,589
Contractual Services	\$ -
Vehicle Maintenance	\$ 5,000
Fuel (electricity/gas)	\$ 10,189
Winter Storage	\$ 6,000
Set-aside for Future Capital	\$ 20,800
Total Operating Expenses	\$ 167,618
<b>Operating Net Income (Loss)</b>	<b>\$ 26,602</b>

## SCENARIO THREE CONSIDERATIONS- PURCHASE ELECTRIC TROLLEY

- The Town purchases a new electric trolley using ARPA funding.
- The Town purchases a level three charger using ARPA Funding
- The Town hires guides, drivers, and a full time, in house coordinator
- The Town would be able to explore other service options such as hop-on hop-off services and partnering with Concord, Lincoln, and the National Park.

	Electric Trolley
<b>Capital Expense:</b>	
Trolley Vehicle	\$ 450,000
Level 3 Charger	\$ 40,000
Total Capital Expense	\$ 490,000
<b>Operating Revenues:</b>	\$ 194,220
<b>Operating Expense:</b>	
Salaries & Wages	\$ 108,040
Employee Benefits	\$ 17,589
Contractual Services	\$ -
Vehicle Maintenance	\$ 3,000
Fuel (electricity/gas)	\$ 1,136
Winter Storage	\$ 6,000
Set-aside for Future Capital	\$ 49,000
Total Operating Expenses	\$ 184,765
<b>Operating Net Income (Loss)</b>	<b>\$ 9,455</b>



# QUESTIONS AND CONCERNS?



# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve Town Office Building Employee Parking Plan During Police Station Construction

### **PRESENTER:**

Mike Cronin, Director of Public  
Facilities & Mike McLean, Police  
Chief

### **ITEM NUMBER:**

I.6

### **SUMMARY:**

#### **Category: Decision-Making**

During the Police Station construction, the Town Office Building parking situation will require that we have alternative parking spaces for town staff. Mr. Malloy has determined that the best location to be the NStar parking lot as an alternative lot with a first-come, first-served basis. The Town Manager has received a complaint from Jerry Michelson about the use of this parking lot, and that we should consider the Depot Lot for the overflow parking for town staff. Attached is a map of the lots. The Depot Lot is in green; the NStar lot is shown in yellow; the Town Office Building is in blue and the path staff walks is red.

### **SUGGESTED MOTION:**

A motion is not necessary, but a general consensus of the Board whether staff should be able to use the NStar lot or should use the Depot lot would be appreciated.

### **FOLLOW-UP:**

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

9/19/2022

7:55pm

### **ATTACHMENTS:**

Description	Type
❏ Town Office Building Parking Plan	Cover Memo





Jerry Michelson Memo

Backup Material



Temporary Parking for TOB Employees



Property Information	
Property ID	48-169
Location	1625 MASSACHUSETTS AVE
Owner	TOWN OF LEXINGTON



MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

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Geometry updated on a daily basis  
Data updated on a daily basis

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September 19, 2022

To: Select Board

Re: Temporary Town Staff parking during the Police Station construction project

From: Jerry Michelson

Dear Select Board,

I have included my email exchange with Jim Malloy and Jill Hai, as well as an adjustment to the map that was included in your packet.

In my opinion the temporary parking for the Town staff that works at the Town Office building should be situated at the Depot Lot if there is a need for dedicated spaces. Alternatively, the Town staff could be included in the employee parking program (EPP) which allows them to park on a first come/first serve basis in either the Depot Lot, the Nstar Lot, or the spaces on lower Waltham St. The EPP currently is free for Lexington Center employees when they register their vehicle and receive a PP parking sticker which they affix to their car.

I would discourage your board from dedicating the Nstar Lot strictly to Town staff vehicles. This lot's proximity is 30 feet from the front door of 5 businesses just beyond the 8 short term spaces along Edison Way. The demand for short-term parking is on the rise again in Lexington Center. Customers are coming to shop, eat and do their errands in Lexington Center again! The NStar lot historically has been a mix-use lot for short and long term parking. There is no need to utilize this lot strictly for long term parking when there is an equally accessible area, the Depot Lot, which is dedicated to our long term parking needs.

I appreciate your consideration to this alternative suggestion for the temporary needs of our Town staff.

Jerry Michelson

Speaking as an individual, not the chair of the Lexington Center Committee as our committee has not discussed this issue due the timing of the available information.

Hi Jim-

While I appreciate your assessment of this proposal, the Nstar lot is not the 'furthest from any business/closest to Town Office' although it is the next closest lot to your building 'by the way the crow flies'. Exiting the rear door of the Town Offices and using the bikepath to access the east end of the Depot Lot is actually equal distance.

Regarding weather, the Lexington Center businesses use the Depot Lot (or should) for their employees through all types of weather. We do not have the luxury to have our parking spaces outside of our door. From my front door to my car is 600 feet away while using the proper pedestrian route. We consider it our exercise for the day. Snow, sleet, wind or rain, all of my employees park in that lot.

Lastly, in the early stages of the Parking Management Plan there was a push to offer employees of Lexington Center, as well as our municipal employees an incentive to use alternative transportation, thus decrease parking demand, help the environment, and promote wellness. This way of thinking could be used again to decrease the parking demand of the Town staff.

My concern is beyond the physical use of the Nstar lot (which is right outside the window of 5 businesses) for Town employees. It is the optics of this statement. If the Town employees had parking passes equal to the employee parking program which allows permit holders to use either the Depot Lot, the Nstar lot, or the spaces on lower Waltham St, then that would be a 'fair' proposition. To dedicate the Nstar lot, or part of it, solely for use by Town employees, that's not an appropriate proposal, in my opinion. I can understand that you are rallying for your staff but there is a greater picture to this parking puzzle.

Respectfully,

Jerry

On Mon, 12 Sep 2022 16:02:02 +0000, James Malloy <jmalloy@lexingtonma.gov> wrote:

Hi Jerry – As an FYI, I went out [today](#) and there are about 13 town employee cars in the NStar parking lot. We selected this as the lot furthest from any businesses/closest to the Town Office Building. While [today](#) is not bad weather-wise, we know we'll have times during the winter months that parking further away than they already are would be a hardship. Due to the layout of our parking lot during the police station construction we would not be able to stack vehicles and maintain handicapped spaces and emergency vehicle access around the building.

*Jim*

Jim Malloy

**From:** [REDACTED]  
**Sent:** Friday, September 9, 2022 3:01 PM  
**To:** James Malloy <jmalloy@lexingtonma.gov>; [REDACTED]  
**Subject:** Nstar parking lot

Hi Jim and Jill-

Just received the Link to Lexington email which indicated that the Nstar lot is slated to be used for Town employees during the Police station construction. I am commenting on the decision without full knowledge of how many spaces and where specifically they will be situated.

I'm trying to understand why an area that is a mixed of short and long term parking is being suggested instead of the Depot lot which is all long term parking. The access from the Depot lot is equally accessible to the Town Office building via the bike path as the Nstar lot.

Dedicating spaces in the Nstar lot is a poor example to the nearby businesses, especially if any of the parking spaces remain vacant during the daytime hours that the Town offices are open. I'm assuming that any limits to any parking spaces for Town employees is only limited for the hours of operation of the Town offices. I mention this information about 'vacant spaces' because of the complaints we had when the Town chose to dedicate spaces in the Town Office parking area closest to the Hosmer House fronting towards Mass Ave. Many of those spaces remained vacant for a large part of the day which grow the ire of a nearby establishment.

I also hope that the temporary Town employee parking plan includes stacking of cars in the current area. That was a successful plan option when the Library was temporarily at Cary Hall.

In short, please reconsider your plans for the Nstar lot for spaces that are dedicated for Town employees. I am available to discuss this issue in more detail if you have followup information.

Jerry Michelson  
[REDACTED]



Temporary Parking for TOB Employees



**Property Information**  
**Property ID** 48-169  
**Location** 1625 MASSACHUSETTS AVE  
**Owner** TOWN OF LEXINGTON

**Green Route utilizes the bikeway or the new sidewalks to the Depot Lot.**



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