



**SELECT BOARD**  
TOWN HALL  
365 BOSTON ROAD  
BILLERICA, MASSACHUSETTS 01821  
978-671-0939  
FAX: 978-671-0947

Jillian K. Pavidis, *Chair*  
John J. Burrows, *Vice Chair*  
Daniel R. Darris-O'Connor, *Secretary*  
Michael S. Rosa, *Member*  
Dina M. Favreau, *Member*

<https://us02web.zoom.us/j/83477138002>

phone 1 929 205 6099

webinar id: 834 7713 8002

**BILLERICA SELECT BOARD AGENDA**

**JULY 14, 2025 @ 6:00 PM**

**365 BOSTON ROAD, THOMAS CONWAY HEARING ROOM #205 AND HYBRID VIA ZOOM**

**Call to order 6:00 PM**

1. Open Microphone

**Announcements**

2. Vacancies on Boards and Committees
3. All other announcements may be viewed on the Town of Billerica website

**Proclamation and Public Recognition**

4. Michaela Michaud

**Public Hearings**

5. **Public Hearing** – Farmer-Brewery Pouring License under M.G.L. Chapter 138, §19C(n) and an Open Container Permit for Petty King Brewing Company, LLC located at 279 Boston Road

**New Business (Quick Items)**

6. **Discussion and Possible Vote of Community Cable Capital Fund Grant** – Robert Sallese, Facilities Director - Recommendation from the Cable Advisory Committee
7. **Discussion and Possible Vote to Approve the 27<sup>th</sup> Annual “Cool Kids” 5K Road Race/Fun Walk** for September 14, 2025 and request (4) 18” x 24” Signs on the Common from August 30, 2025 through September 14, 2025.
8. **New Class II License FOR** R & D Custom Exhaust, Inc. at the premises located at 313 Boston Road, Billerica, MA
9. **Discussion and Possible Vote on Election Workers for FY26 Appointment Request** – Requested by Town Clerk Donna McCoy
10. **Approve and Adopt the Order of Taking for the Yankee Doodle Bike Path** – Requested by Kelley Conway, Town Engineer
11. **Approve and Execute the Encroachment License Agreements for the Yankee Doodle Bike Path** - Requested by Kelley Conway, Town Engineer

12. **Approve and Authorize the Acting Town Manager to Execute the Recreational Trail Assent Agreement with the Massachusetts Electric Company for the Yankee Doodle Bike Path** – Requested by Kelley Conway, Town Engineer
13. **Discussion and Possible Vote to Accept a Donation of Land for Conservation Purposes and Sign the Deed for Parcel 20-4-0 / Rangeway Road** – Opportunity to Protect & Expand the Town’s Rangeway Forest – Requested by Isabel S. Tourkantonis, Director of Environmental Affairs
14. **Transfer of Common Victualler** – Gallahue Restaurants, Inc. dba DiVito Brothers Italian Pizzeria located at 446 Boston Road

**Appointments**

15. **Historic Districts Committee**
  - a. Mary K. McBride (Alternate Member) – (Expires 06/30/28)
  - b. Dan Valentine (Regular Member/Attorney) – (Expires 06/30/28)
16. **Open Space and Recreation Committee (Member of the Parks Department)** – David Brown - (Expires 06/30/28)
17. **Financial & Compliance Audit Committee** – Kelley Sardina – (Expires 06/30/28)

**Presentation**

**Committee Reports**

**Old Business**

18. **Water and Sewer Rates Presentation – Discussion and Possible Vote** – 2<sup>nd</sup> Reading
19. **Discussion and Possible Vote on Final Calendar Year 2025 Goals** – Requested by Chair Pavidis
20. **Discussion and Possible Vote on Sending Out an RFP for the Disposition to a Marijuana Establishment for Cultivation** – Requested by Vice Chair Burrows
21. **Discussion and Possible Vote on Sending Out the Updated RFR for Town Owned Farmland** – Requested by Member Favreau
22. **Discussion and Possible Vote – Safety Upgrades to Town Hall Offices** Including Barriers, Gates and Signs – Requested by Vice Chair Burrows
23. **Discussion and Possible Vote to Rescind Prior Board Vote Allocating Free Cash and Overlay Surplus for 2” Water Line Replacement** – Requested by Secretary Darris-O’Connor
24. **Town Manager’s Report**
25. **Discussion and Possible Vote to Release the Redacted Exhibits of the Investigation Report into the Conduct of Select Board Member Dina Favreau as Public Documents** – Per Legal Opinion from May 21, 2025 Advisory Opinion #9
26. **Discussion and Possible Vote on Board Actions** Against Select Board Member Dina Favreau Based on the Findings of the Investigation Report



**New Business**

27. **Discussion and Possible Vote on Home Rule Petition** Authorized at the Spring 2025 Annual Town Meeting (SGARs) – Requested by Secretary Darris-O’Connor

**Approval of Meeting Minutes**

**Meeting Schedule**

August 11, 2025 and September 8, 2025

**Executive Session**

28. **Executive Session Pursuant to G.L. c. 30A, § 21(a) (2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel** – Town Counsel

## VACANCIES ON BOARDS AND COMMITTEES

### SELECT BOARD APPOINTMENTS

COMMITTEE	OPENINGS	TERM EXPIRES
Billerica Agricultural Commission	1 – Associate Member	2026
Cabot Land Re-Use Committee	2 – Members 2 – Members 2 – Member <b>6 TOTAL</b>	2028 2027 2026
Financial & Compliance Audit	1 – Member ***	2028
Historic Commission	1 - Member 1 – Member (Alternate)	2028 2027
Historic District Commission	1 – Regular Member (Attorney)* 2 – Alternate Members (1 Center Dist. Res) 3 – Alternate Members * (1 Resident, 1 Center Dist. Res & 1 Mills Dist. Res)	2028 2027 2028
Local Cultural Council	2 – Members	2027
Municipal Affordable Housing Trust	1 – Member (Attorney) 1 – Member (Banker) 1 – Resident 1 – Resident 1 – Member (Realtor)	2027 2026 2026 2027 2027
Open Space and Recreation Committee	1 – Resident Appointment 1 – Member of the Parks Department **	2028 2028
Scholarship Committee	4 – Members	2028

\*1 Alternate Resident and 1 Regular Member/Attorney being voted on 07/14/25

\*\*Parks Department Appointment being voted on 07/14/25

\*\*\* 1 Member being voted on 07/14/25

## **MODERATOR APPOINTMENTS**

<b>COMMITTEE</b>	<b>OPENINGS</b>	<b>TERM EXPIRES</b>
Finance & Compliance Audit	1 – Member	2026
	1 – Member	2027
	1 – Member	2028
Long Range Master Plan	1 – Member	2028
Yankee Doodle Bike Path	2 – Members	2028
Charter Review Committee	10 – Members	2028
General Bylaw Review Committee	8 – Members	2028
Zoning Bylaw Review Committee	5 – Members	2028



LICENSE APPLICATION  
BILLERICA SELECT BOARD

Fee Paid: \$

BillERICA Select Board  
RCVD JUN 30 2025

ACTION:  NEW or  CHANGE

Licensee of Business: John Thompson		
Doing Business As: Petty King Brewing Company LLC		
Street Address: 779 Boston Rd		Assessors Plate/Parcel:
Phone #: [REDACTED]	Zip Code: 01864	Tax ID #: [REDACTED]
Alt. Phone #: [REDACTED]	Email: [REDACTED]	

DESCRIPTION OF PREMISES:

Include # floors, total SF, # of patron restrooms, entrance/exit locations, etc. Use additional attachments if necessary and attach a plot plan of the premises if there are exterior changes.

1 floor 2100 sq foot Nano Brewery with 40 seats, exits in front and back of building. Floor Plan will be attached.

REQUIRED SIGNATURES: (Obtain necessary approvals before submission)

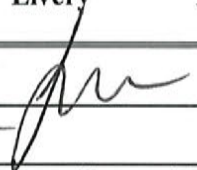
<u>Building Inspector:</u> Mark Ferris	Date: 5-13-25
Comments:	
<u>Board of Health:</u> Krista [Signature]	Date: 5/13/25
Comments: Applicant needs to obtain a Food Operation Permit.	
<u>Police:</u> L. S. [Signature]	Date: 6-23-25
Comments:	
<u>Fire:</u> [Signature]	Date: 5-13-25
Comments:	
<u>Treasurer:</u> MaryAnn [Signature]	Date: 6/3/25
Comments:	

Manager's Name: John Thompson		
Street Address: [REDACTED]		
City/Town/State/Zip: [REDACTED]		
Phone #: [REDACTED]	Tax ID #: [REDACTED]	Email: [REDACTED]

**Requested Hours of Operation: (For new application or for change on license)**

Weekday (Monday-Friday):	12pm - 12am
Saturday:	12pm - 12am
Sunday:	12pm - 10pm

**LICENSE TYPE REQUESTED:**

LIQUOR (Circle Option):	On-Premise Retail (S12)	Wine & Malt	All Alcohol
	Off Premise Retail (S15)	Wine & Malt	All Alcohol
Type of Business S12 Only:		Club	Hotel/Innkeeper Restaurant
1-Day Special:	Wine & Malt	All Alcohol (Non-profit Organizations Only)	
COMMON VICTUALLER (Circle Option):		Restaurant	Innholder Cafeteria
ZBA/Special Permit?: Provide Copy if Yes		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
MOTOR VEHICLE (Circle Option):	Class I	Class II	Class III
HAZARDOUS MATERIAL STORAGE (List Type):	N/A		
ENTERTAINMENT:	Trivia, TVs, Live music		
Weekday: (Per MGL, Ch. 140, Section 183A):			
Sunday: (Per MGL, Ch. 136 - Form 90 Required):			
Type of Entertainment:	Trivia, Live music, TVs		
AMUSEMENT DEVICE (Per MGL, Ch.140, Section 177A)			
# of Total Devices:			
Enter Each Device Separately. Name of Machine and Serial #. Use separate paper if necessary.			
#1:	#5:		
#2:	#6:		
#3:	#7:		
#4:	#8:		
OTHER (Circle Option):			
Taxi	Livery	Bowling	Auctioneer Other: _____
Licenses Signature:			Date: 5/13/25
Title:	Owner		
The applicant certifies compliance with all Rules, Regulations, Laws and By-Laws in effect at this time. Under the penalties of perjury, the signature below certifies the above information as true and correct to the best of their knowledge and belief. False statements can result in immediate license revocation.			

**NAME OF INDIVIDUAL OR CORPORATION THAT PAYS REAL ESTATE TAXES TO THE TOWN OF BILLERICA:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

June 4, 2025

Dear Members of the Select Board,

I am asking for an open container permit to be granted to Petty King Brewing Company to allow the consumption of drinks sold at the brewery in the three commercial businesses occupying 279 Boston Road, Billerica, MA 01864. Having an open container permit would not place a burden on the ability to have food on site as provided by Brelundi's. By allowing patrons to have a drink in the restaurant or adjacent indoor mini golf, the town would have a location for all-in-one entertainment. There will be a signed lease approving the use of Petty King Brewing Company to operate in the capacity to serve, and for patrons to walk between the businesses through a shared common hallway that connects all three. There will be two pass through windows showing the restaurant and mini golf entertainment from inside the brewery, which will allow the bartenders to have visual contact with both businesses. There will be no consumption of beverages from Petty King Brewery outside of the property of the commercial building. We will also have safeguards in place to ensure compliance with applicable laws, such as requiring patrons who wish to consume beverages from Petty King on the premise but not within the walls of the brewery, to wear a wristband to ensure that all patrons have been checked for ID. Beverages from Petty King Brewery will only be sold from the brewery and not available for purchase from the other two vendors. This, coupled with safeguards such as the wristbands, help ensure that all patrons have contact with brewery staff for proper monitoring to maintain laws and safety regulations. Understanding that an open container permit has not been utilized in this way in the Town before, we believe that we met all the guidelines to allow for the open container permit. All three businesses are willing to work together to make sure everyone remains safe and comply with all safety regulations. I have spoken with the fire and police departments of the Town, and they have both expressed no concerns from a life and safety perspective. Thank you for your consideration in this manner.

Sincerely,

John Thompson





# Town of Billerica Police Department

6 Good Street  
Billerica, Ma 01821  
(978) 215-9674 Fax (978) 670-2762  
[scoffey@billericapolice.org](mailto:scoffey@billericapolice.org)

June 24, 2025

To: Select Board  
From Lt. Sean P Coffey  
Re: Petty King Brewing Company LLC  
Board Members,

On June 4, 2025, I received an application from Petty King Brewing Company LLC, operating as Petty King Brewing, for a new Farmer-Brewery Pouring License under M.G.L. c.138, §19C(n). The brewery is proposed to be located at 279 Boston Road, Billerica. The requested operating hours are Monday through Saturday from 12:00 PM to 12:00 AM, and Sunday from 12:00 PM to 10:00 PM. Petty King Brewing Company LLC is registered in Massachusetts with Tax Identification Number [REDACTED]

The company has already been issued a Farmer-Brewery License by the Massachusetts Alcoholic Beverages Control Commission (ABCC). Mr. John Thompson, the Principal and Manager, has confirmed that he has entered into a partnership with Berlundi's Restaurant, located adjacent to the brewery, to provide food service for patrons.

A Criminal Offender Record Information (CORI) and III background check was completed for Mr. Thompson, who resides at 6 Fox Run Lane, Methuen, and no concerns were raised. I also reviewed the Billerica Rules and Regulations governing liquor licenses with Mr. Thompson, and he demonstrated a clear understanding of and commitment to complying with all local requirements. Based on this information, I recommend approval of this license.

In a supplemental narrative, Mr. Thompson requested consideration of an "open container permit," which would allow patrons to carry open containers of alcohol from the brewery into two other businesses located at 279 Boston Road. I have concerns regarding the ability of a qualified employee to effectively monitor alcohol once it leaves the premises. After consulting with the ABCC, I was informed that such a practice—permitting the removal of open containers from the licensed premises—is prohibited under current ABCC regulations, and therefore, cannot be recommended.

Sincerely,

**Lt. Sean P. Coffey**

Lt Sean P Coffey





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### RULES AND REGULATIONS ACKNOWLEDGEMENT FORM

This Form **MUST** Be Submitted during the Yearly Renewal Process

Name: John Thompson

Name of Establishment: Petty King Brewing Company

Address: 279 Boston Rd  
Billerica, MA

Printed Name: John Thompson

Signature: [Handwritten Signature]

Date: 5/13/25

I am the Manager or duly authorized designee of the above listed establishment and I hereby certify that I have read and understand the Town of Billerica Rules and Regulations for the Licensing and Sale of Alcoholic Beverages.



# Town of Billerica Police Department

6 Good Street  
Billerica, MA 01821  
(978) 215-9621 Fax (978) 670-2762  
[www.billericapolice.org](http://www.billericapolice.org)

## Criminal Record Background Check

Date: 5/13/25

Release: I, John Thompson  
Name of Applicant

[REDACTED]  
Date of Birth

allow the Town of Billerica Police Department to search my records to ascertain information on my personal history.

### Authorization for Personal History:

This authorization will give the Billerica Police Department permission to research your background, personal history and character references.

[Signature]  
Signature of Applicant

Application Approved: \_\_\_\_\_

Application Denied: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



A 360TRAINING COMPANY

### CERTIFICATE OF COMPLETION

This certifies that

john thompson

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**

Hours  
3.00

Completion Date  
06/13/2025

Expiration Date  
06/12/2028

Certificate #  
ON-000037737330

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 06/13/2025  
Certificate #: ON-000037737330

john thompson

CERTIFIED

Expires: 06/12/2028



Phone: 800-438-8477  
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_



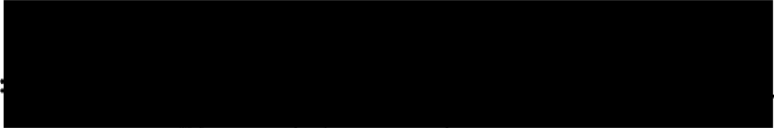
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FAX: 978-671-0947  
selectboard@town.billerica.ma.us

**AUTHORIZATION FORM  
LEGAL AD**

DATE: 5/13/25

NAME: John Thompson  
(Please print)

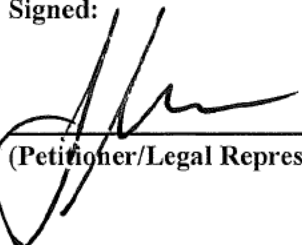
ADDRESS: 279 Boston Rd

EMAIL (to send legal ad proof):   
(Please print)

In connection with my application/petition for:

\_\_\_\_\_  
\_\_\_\_\_

I authorize the Town of Billerica to place a Legal Notice, as required for the Public Hearing before the Select Board, for this application/petition in the local newspaper and accept full responsibility for the costs of said advertisement(s). I understand I will be responsible for submitting a check made payable to the "Town of Billerica" for the cost of the legal advertisement prior to the scheduled public hearing.

Signed:   
\_\_\_\_\_  
(Petitioner/Legal Representative of Applicant/Petitioner)



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 Lafayette City Center  
 2 Avenue de Lafayette, Boston, MA 02111-1750  
 www.mass.gov/dia

**Workers' Compensation Insurance Affidavit: General Businesses**

**Applicant Information**

Please Print Legibly

Business/Organization Name: Petty King Brewing Company LLC

Address: 279 Boston Rd

City/State/Zip: Billerica, MA 01864 Phone #: [REDACTED]

**Are you an employer? Check the appropriate box:**

1.  I am an employer with 0 employees (full and/or part-time).\*
2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5.  Retail
6.  Restaurant/Bar/Eating Establishment
7.  Office and/or Sales (incl. real estate, auto, etc.)
8.  Non-profit
9.  Entertainment
10.  Manufacturing
11.  Health Care
12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

*I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.*

Insurance Company Name: \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

*I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.*

Signature: [Signature] Date: 5/13/25

Phone #: [REDACTED]

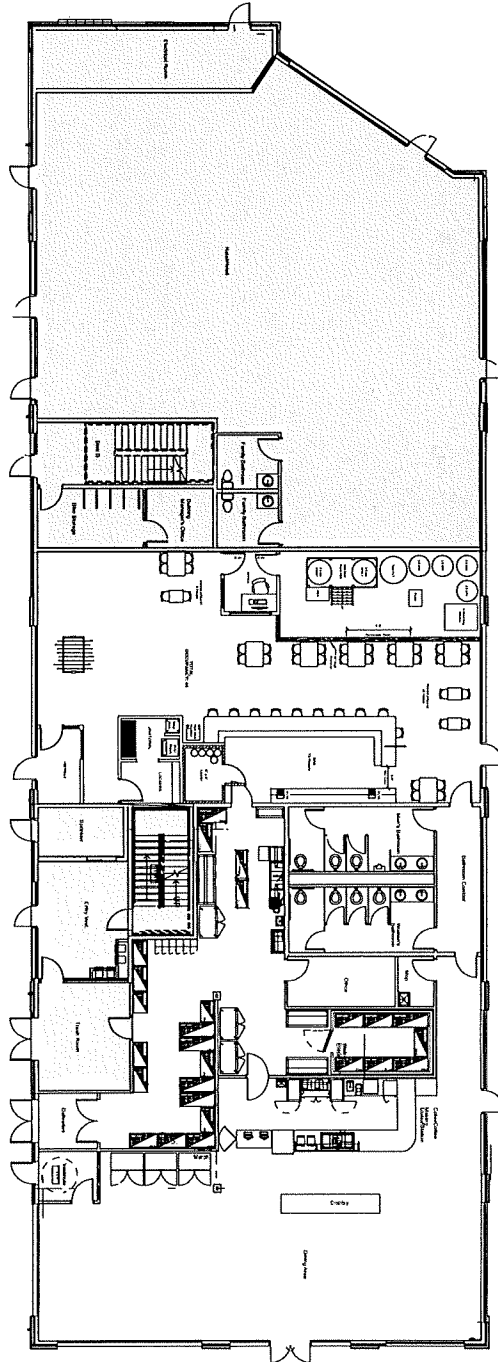
*Official use only. Do not write in this area, to be completed by city or town official.*

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (check one):

1.  Board of Health
2.  Building Department
3.  City/Town Clerk
4.  Licensing Board
5.  Selectmen's Office
6.  Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



**PARKING TABLE**

USE	AMOUNT	REQUIRED	PROPOSED
RESIDENTIAL	20 UNITS	1.5 SPACES/UNIT = 30 SPACES	30 SPACES
RETAIL	2,970 SF	1 SPACE/250 SF = 11.88 SPACES	12 SPACES
BRELUNDI RESTAURANT	56 SEATS	1 SPACE/4 SEATS = 14 SPACES	14 SPACES
BREWERY	40 SEATS	1 SPACE/4 SEATS = 10 SPACES	10 SPACES
EMPLOYEES ON MAX. SHIFT	12 EMPLOYEES	1 SPACE/EMPLOYEE = 12 SPACES	12 SPACES
TOTAL		30+12+14+10+12 = 78 SPACES	78 SPACES





Commonwealth of Massachusetts  
Office of the State Treasurer  
Alcoholic Beverages Control Commission

**FARMER-BREWERY LICENSE**

**M.G.L. c. 138, § 19C**

This Farmer-Brewery License authorizes the following licensee to manufacture and brew, keep and expose for sale and to sell in kegs, casks, barrels, bottles or other containers malt containing not more than twelve percent alcohol by weight:

**Petty King Brewing Company LLC**

279 Boston Rd  
North Billerica, MA 01862

Approved by the Alcoholic Beverages Control Commission on March 20, 2025

*Jean M. Lorigio*  
Jean Lorigio, Chairman

*Crystal Matthews*  
Crystal Matthews, Commissioner

*Deborah A. Baglio*  
Deborah Baglio, Commissioner

License Number: **FB-LIC-000389**  
Record Number: **2025-000001-FB-APP**  
Capacity: **5K Barrels or Less**

**THIS LICENSE WILL EXPIRE DECEMBER 31, 2025 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD**

THIS LICENSE MUST BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



**ATTACHMENT TO BREWER'S NOTICE**

**Item 4: Our Trade Name is:**

Labeling Trade Name                      Rabble Rouser Brewing Company L.L.C

OTHER PURPOSE FOR WHICH FILED:

Change in Business Name

**Item 12: Title to premises and equipment (list names and addresses of owner of land or buildings, or if any other mortgage or encumbrance on the land or buildings of the brewery).**

Does the applicant own the land or building comprising the brewery?

Yes                            No     

If yes, please provide us with the name and address of any mortgagee, or other person who has a claim on the land or buildings comprising the brewery. If there is no mortgagee, or other claim on the land or buildings, please enter "Not Applicable"

If no, please provide us with the name/address of the owner of the land or buildings comprising the brewery, and of any mortgagee, or other claim on the land or buildings comprising the brewery

Michael Colomba 279 boston road billerica ma

**Item 15B: If you produce more than 60,000 but less than 2,000,000 barrels you would qualify for the reduced rate on the first 60,000 barrels. Give the allotted barrels for each location at the reduced rate.**

**MEMBERS OF CONTROLLED GROUP**

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**Item 17: We authorize the following corporate officials, employees, or incumbents of the listed offices to execute all documents and to do all acts for us in dealing with the Alcohol and Tobacco Tax and Trade Bureau. (You must impress your corporate seal. If you do not have one, two witnesses must sign.)**

Applies to All Permits	Yes
Authority Granted by	Name
First Name	John
Last Name	thompson
Title	
Title if Other	

---

Describe the entire tract of land by using directions and distances:

Corner of RTE 129 and bridge street.

Describe the brewery premises.

single 2000 square foot space, entry points with doors and windows in the front and back. poured concrete floors.

If a brewpub, you must identify the portion of the brewery which will be operated as a tavern by providing the boundaries of the tavern.

The whole area will be used as tavern/pub, except a 300 square foot blocked off area for the brewery equipment.

You must identify areas of the brewery which are accessible to the public and areas which are not.

The whole area will be used as tavern/pub, except a 300 square foot blocked off area for the brewery equipment.

Describe security measures to be used to segregate public areas from non-public areas.

It will have a half wall around the area with glass and a door.

Describe in detail the method to be used for measuring beer for the purpose of tax determination. Identify the tanks which will periodically contain tax-determined beer, and any other areas where tax-determined beer will be

There will be a inventory log in regards to beer production.

Provide description of the brewery security. Brewery building must be arranged and constructed to give adequate protection to the revenue. Describe locks, access to the brewery and how un-taxpaid goods will be protected during and after business hours

There will be locks and security cameras. Untax paid good will be locked in the storage closet.

Description of Non-Contiguous Locations

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DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
BREWER'S NOTICE

Brewery's Section

1. This is notice serial number 2024298
2. The notice date is 10/24/2024

3. Our brewery's name is
PETTY KING BREWING COMPANY LLC

4. Our trade name is
DBA: PETTY KING BREWING COMPANY See Attached

5. Our business address is
(Number and Street) (City) (County) (State) (Zip Code)

6. Our brewery location is
279 BOSTON RD BILLERICA, MA 01862
(Number and Street) (City) (County) (State) (Zip Code)

7. Our main contact person is John thompson
TTB can reach me at

Brewery Description

8. Our phone number at the brewery is
9. Our E-mail Address is

10. Our brewery operates as a:
(check one only) [ ] Brewery [X] Brewpub (You must complete items 19 and 20.) [ ] Pilot Brewing Plant

11. We are a: (check one only)
[ ] Sole Proprietorship [ ] Partnership [ ] Corporation [X] Limited Liability Company [ ] Limited Partnership

12a. Our employer identification number is: (for example: 12-3456789) 92-2657135

12b. Title to premises and equipment (list names and addresses of owner of land or buildings, or if any other mortgage or encumbrance on the land or buildings of the brewery).

(See Attached)

13. Brewer's Business Day 12:00 pm (List only if different than 12:00 am through 11:59pm.)

14. We are filing this notice to:
[ ] give TTB our original notice that we intend to engage in the business of producing beer.
[X] amend our previously approved original notice (Registry No. BR-MA-21361) for the following reason(s):
[ ] add or delete (circle one) a trade or operating name (attach registration, if your state requires, of new trade or operating name) . List new trade names(s) in Item 4 or on a separate sheet of paper. List deleted trade name(s) on a separate sheet of paper.
[ ] show a change in brewery premises (attach description of change) .
[ ] make changes in officers, directors, members, stock, or interest distribution (attach description of change; you must file personnel questionnaires for new personnel and any new person owning 10% or more of total stock) .
[ ] discontinuance of business as of: (date)
[X] other See Attached

15. A. We are [ ] or are not [X] members of a controlled group of breweries. (List all breweries with shared ownership on a separate sheet of paper.)

B. If you are a member, will the controlled group of breweries produce more than 60,000 but less than 2,000,000 barrels of beer per year? (if so, describe how the reduced rate of tax will be apportioned amount brewery members in the controlled group.)

16. The Internal Revenue Code (IRC) provides that if you produce not more than 2,000,000 barrels per year, you are entitled to a reduced rate of tax on your first 60,000 barrels. What is your estimated production in barrels per year? (check one)
[ ] More than 2,000,000 barrels per year. We are not entitled to the reduced rate.
[ ] More than 60,000 barrels per year, but not more than 2,000,000 barrels per year. We are entitled to the reduced tax rate on our first 60,000 barrels removed for consumption or sale.
[X] Not more than 60,000 barrels per year. We are entitled to the reduced tax rate on all beer removed for consumption or sale.

**Signing Authority For Corporate Officials**

17. I am  or am not  required to furnish a bond under 27 CFR 25.91. I am not required to furnish a bond only if all of the following are true: I will withdraw beer for deferred payment of tax under 27 CFR 25.164, I was liable for not more than \$50,000 in beer taxes in the preceding calendar year, and I reasonably expect to be liable for not more than \$50,000 in such taxes during the current calendar year.

18. We held our board meeting with (check one)

Directors     Trustees     Managers     Governors    Date of Meeting \_\_\_\_\_

We authorize the following corporate officials, employees, or incumbents of the listed offices to execute all documents and to do all acts for us in dealing with the Alcohol and Tobacco Tax and Trade Bureau. (You must impress your corporate seal. If you do not have one, two witnesses must sign.)

By the authority of our board, I certify that this authorization is true and complete.

Title: _____	Title: _____	Corporate Seal:
Title: _____	Title: _____	
Title: _____	Title: _____	
Witness: _____	Witness: _____	

**Brewpub Applicant Information (If you are a brewpub, you must complete this section.)**

19. We are a brewpub. Our entire business location is the brewery premises. We understand that by initialing these boxes, we acknowledge that:

- a. We must separate the brewery operations (non-public area) from the public area of the brewery premises by an adequate partition. Access to the brewery operations must be restricted to authorized visitors and employees only.
- b. The serving tanks as noted on our **attached diagram** are our tax-determined beer tanks. These tanks have a working capacity of approximately 1 barrels/kegs and are accurately calibrated with appropriate measuring devices.
- c. We must transfer beer ready for consumption or sale from our fermenters into an empty tax-determination tank for measurement by the approved measuring device. We will make prompt and accurate records of these transactions to determine tax due.
- 20. We plan to sell retail liquors other than beer. We must file a special occupational tax registration as a retailer before we start these sales.

**Attachment Section**

21. You must make attachments to complete an original notice. You may also need additional information for an amended notice.

Check all the blocks here for your attachments for this notice. For original Brewer's Notices, you must attach all documents for your type of business organization. For amended Brewer's Notices, some forms are mandatory, while others may be optional.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Articles of Incorporation/Organization (Corporations/LLCs)    | <input type="checkbox"/> Personnel Questionnaires (for all owners/officers/directors/partners/members/stockholders of over 10%) |
| <input type="checkbox"/> Trade Name Registrations (if required by state)                          | <input type="checkbox"/> By-Laws (Corporations/LLCs)  |
| <input type="checkbox"/> Certificate to Transact Business in a Foreign State (if applicable)      | <input type="checkbox"/> Partnership Agreement  |
| <input type="checkbox"/> Power of Attorney (TTB F 5000.8, or Corporate Resolution)                | <input type="checkbox"/> Environmental Information (TTB F 5000.29)  |
| <input type="checkbox"/> Diagram (or Plat/Plan) with dimensions of the brewery                    | <input type="checkbox"/> Diagram for Brewpub as required  |
| <input type="checkbox"/> Legal description of the Brewery   | <input type="checkbox"/> Statement Describing the Security at the Brewery   |
| <input type="checkbox"/> Supplemental Information on Water Quality Considerations (TTB F 5000.30) |   |
| <input type="checkbox"/> Other _____  |   |

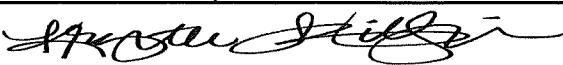
All statements and documents are part of this notice. Under penalties of perjury, I declare that I have examined this notice and all attachments and to the best of my knowledge and belief they are true, correct, and complete.

22. Signature of Authorized Person	Date
------------------------------------	------

23. Printed or Typed Name and Title  
**John thompson**

Mail this completed package with all attachments to:  
Director, National Revenue Center, 550 Main St, Ste 8002, Cincinnati, OH 45202-5215

**TTB Section - For TTB Use Only**

This Notice is: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Effective Date:	Approval Date: 11/06/2024
Director, National Revenue Center		Registry Number: BR-MA-21361

## General Instructions

**1. Where do I send my application?**

File this form with TTB at this address: Director  
National Revenue Center  
550 Main St, Ste 8002  
Cincinnati, OH 45202-5215

- 2. When may I start Brewing?** You may not operate your brewery until we approve your Brewer's Notice (including all attachments) and your Brewer's Bond (if a bond is required under 27 CFR 25.91).
- 3. When must I file a Brewer's Notice?** You must file this form:
- To start business at your brewery premises;
  - To amend or supplement information you previously submitted or;
  - In connection with a new bond.
- 4. Do I need to file any other documents with the Brewer's Notice?** You must file the attachments this form requires. Also, we may require you to furnish any additional information we find necessary to protect revenue and insure collection of taxes.
- 5. What happens if I do not complete this notice?** We will return your notice to you for correction if it is not completed in accordance with these instructions or does not include all of the required information and documents. If you do not complete the notice you may not produce or package beer.
- 6. What items do I need to complete on this notice?** You must complete all items on this notice that apply to your business, regardless of the purpose for which you are filing.
- 7. How long must I keep my copy of this notice?** At your brewery you must keep available for TTB inspection during your normal business hours:
- Your most recently approved Brewer's Notice and
  - All attachments and documents that provide current and complete information of this form.

## Specific Instructions

- Item 1. What serial number do I use?** Serially number each notice. Begin with No. 1 for the first notice and continue in sequence for each amendment or supplemental notice you file after you start business.
- Item 2. What is the notice date?** The date that you submit this notice for approval.
- Item 3. What is my brewery's name?**

If you are....	Then your name is....
An individual	Your name, followed by "sole owner" and the name you use to operate
A partnership	The name of each partner followed by the name you use to operate
A limited partnership (LP)	The name of your LP
A corporation or limited liability corporation (LLC)	The corporation or LLC name and, if different, the name you use to operate

- Item 4. What if I use a trade name?** You must list all trade names you use to do business or to package beer. Approval of a trade name does not necessarily constitute approval as a brand name for labeling purposes. Submit your requests for brand names to the Alcohol Labeling and Formulation Division on an Application for and Certificate/Exemption of Label/Bottle Approval, TTB F 5100.31. If your State requires you to register your trade name, you must submit a copy of the State trade name registration.
- Item 5. What is our business address?** Your business address may be different than the actual location of the brewery. Your business address is where you receive mail deliveries and you conduct office activity. You must include the county of this address.
- Item 6. What is our brewery location?** Your brewery location is where you actually brew your beer.
- Item 7. Who may be a contact person?** Your contact person must be someone who has authority to speak or write to any of our officers regarding any aspect of your brewing operations. You must file with us a signing authority or power of attorney for this person.
- Item 15. What information must I provide if I am a member of a controlled brewery group?**
1. A controlled brewery group is a group of breweries that share common ownership or controlled interest. Controlled groups of breweries include groups where:
    - (a) one brewery owns controlling interest in the other brewery or
    - (b) there is a common ownership in the controlling interest in each brewery
  2. If you are a member of a controlled group of breweries and you intend to transfer beer between breweries without payment of tax, you must:
    - (a) give the name and principal business address of each of the other breweries; and
    - (b) state whether condition 1.(a) or condition 1.(b) applies. If condition 1.(a) applies, state which brewery owns controlling interest in the other and the percentage of that interest. If condition 1.(b) applies, give the name and principal business address of the person owning controlling interest in both breweries and state the percentage of interest in each brewery.
  3. If you are a member of a controlled group of breweries and the total production of all breweries in the controlled group is less than 2,000,000 barrels of beer per year, you may be eligible to pay tax at the reduced rate. You must:
    - (a) give the name and principal business address of each of the other breweries;
    - (b) provide a list to allocate the reduced tax for 60,000 barrels between the members of the controlled group; and
    - (c) state whether condition 1.(a) or condition 1.(b) applies, if condition 1.(a) applies, state which brewery owns controlling interest in the other and the percentage of that interest. If condition 1.(b) applies, give the name and principal business address of the person

**Item 18. Who may sign for my corporation?** You may indicate signature authority in two ways.

- **By corporate office:** In item 18 you may list the corporate offices or employees whose incumbents may sign for your corporation. Check the box that indicates how your board authorized these officers to sign. Include the date of the meeting. List the offices by title. Attach your corporate seal. These authorities remain with the office when you change personnel in that office.
- **By name:** you may authorize specific individuals to sign by executing a power of attorney (*use TTB F 5000.8*) or a signing authority for corporate officials (*use TTB F 5100.1*). You may limit these authorities to specific actions. For instance, you may grant a signing authority limited to monthly reports.

**Item 19. When must I initial the brewpub information?** Operating as a brewpub means that you will not be bottling beer but rather that you will be dispensing beer only from serving tanks. If this is the case, then you must initial each box and provide tank capacity to demonstrate that you understand special considerations for operating taverns on brewery premises.

**Item 21. What are the attachments for my type of business?** Follow these instructions. You must attach the organizational information and documents we require for your type of business.

If you are a....	Then you must file....
Sole proprietor	<ul style="list-style-type: none"> <li>- A list with the name and address of each person who holds an interest in the brewery, whether the interest appears in the name of the interested party or in the name of another for that party.</li> </ul>
Partnership	<ul style="list-style-type: none"> <li>- A copy of (1) articles of partnership or association, if any; or (2) the certificate of partnership or association if required to be filed by any State, county, or municipality.</li> <li>- A list with the name and address of each person who holds an interest in the brewery, whether the interest appears in the name of the interested party or in the name of another for that party.</li> </ul>
Corporation	<ul style="list-style-type: none"> <li>- A copy of the corporation charter or of the certificate of corporate existence or incorporation.</li> <li>- A list with the name, address, and title of each officer and director.</li> <li>- Copies of extracts or digests of minutes of meetings of the board of directors authorizing certain individuals to sign for the corporation.</li> <li>- A statement showing the number of shares of stock (or other evidence of ownership) authorized and outstanding and the voting rights of the respective owners.</li> <li>- A list with the names and addresses of all persons having a voting interest of 10 percent or more in the corporation whether the interest appears in the name of the interested party or in the name of another person. For each person listed, show the amount of the stockholding or other interest.</li> </ul>

**a. May I refer to information that I filed for another operation?** If you have already filed information with us, you may incorporate that information by reference if that information is complete and accurate. You may, instead of resubmitting that information, provide a statement that:

- identifies the other premises by operating name, type (*brewery, winery, etc.*), and location (*city and State*); and
- specifies which organizational information and documents are being incorporated. You must attach all organizational information and documents you do not incorporate by reference.

**b. What must I keep available for TTB inspection?** You must keep available for our inspection the originals of the corporate documents we require under item 21 of this notice and certain other corporate documents (*articles of incorporation, bylaws, State certificates authorizing the brewer to operate in the State where located*). Each brewer's notice filed by multi-plant brewers must state, as part of the response to item 21, the location where we may inspect these original corporate documents.

**Item 22. Who is the "authorized person" who must sign this notice?** These are the persons authorized to sign this notice:

If you are a....	Then you must file....
Sole proprietor	<ul style="list-style-type: none"> <li>- signed by the sole owner or</li> <li>- an empowered attorney-in-fact.</li> </ul>
Partnership	<ul style="list-style-type: none"> <li>- signed by all partners, or</li> <li>- a partner authorized to sign on behalf of all of the partners, or</li> <li>- an empowered attorney-in-fact</li> </ul>
Corporation	<ul style="list-style-type: none"> <li>- executed in the corporate name, followed by the signature and title of a person authorized to act for the corporation</li> </ul>

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### Paperwork Reduction Act Notice

This request is in accordance with the Paperwork Reduction Act of 1995. We use this information collection to determine your identity as a brewer, the location and extent of your brewery premises, and whether your brewery operations conform with Federal laws and regulations. The information we request is required for you to obtain or retain a benefit and is mandatory by law (26 U.S.C. 5401(a)).

We estimate the average burden associated with this collection of information is 3 hours per respondent or recordkeeper, depending on your individual circumstances. Address your comments concerning the accuracy of this burden estimate and suggestions to reduce this burden to: Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street, NW., Box 12, Washington, DC 20005.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.

### Privacy Act Information

We provide this information to comply with Section 3 of the Privacy Act of 1974 (5 U.S.C. 552a(e)(3)):

1. **What is TTB's authority to ask for this information?** We require this information under the authority of 26 U.S.C. 5401(a). You must disclose this information to obtain authority to conduct brewing operations.
2. **What is the purpose for this information collection?** You provide this information to give TTB notice of your intention to establish a brewery, so that we may identify you as a brewer, and to identify your brewery location and processes.
3. **How does TTB routinely use this information?** We use this information to make determinations for the purposes described in paragraph 2. Also, we may disclose the information to other Federal, State, foreign, and local law enforcement and regulatory agency personnel to verify information on the form where such disclosure is not prohibited by law. We may disclose the information to the Justice Department if it appears that the furnishing of false information may constitute a violation of Federal law. Finally, we may disclose the information to members of the public in order to verify information on the form where such disclosure is not prohibited by law.
4. **What is the effect of my not supplying the information TTB requests?** If you fail to supply complete information then we will delay processing and may disapprove or deny your application.



## BILLERICA PLANNING BOARD

Town Hall  
365 Boston Road Billerica, MA 01821  
978-671-0962  
978-670-9448 Fax

RECEIVED  
2025 MAY 19 A 11:00

Michael Parker, *Chair*

Blake Robertson, *Vice Chair*  
Christopher Tribou  
Evens Cimea

Edward Giroux, *Secretary*  
Marlies Henderson  
Anthony Ventresca

### CERTIFICATE OF DECISION MIXED USE SPECIAL PERMIT 279 BOSTON ROAD, BILLERICA, MA

#### APPLICANT

Golfo, LLC



#### PERMIT SOUGHT

The applicant seeks a Special Permit from the Billerica Planning Board pursuant to Section 5.E.11 of the Zoning By-Laws to modify existing Mixed Use Special Permit to convert retail space to a brewery (Light Manufacturing) in the Mixed Use Overlay Zone. The building is in the Mixed-Use Overlay Zoning District and is located at 279 Boston Road, Billerica, MA. This decision applies to the Site Plan entitled "Site Plan Concord Shores in Billerica, Mass, 279 Boston Road", prepared by Dresser, Williams and Way, Inc dated September 22, 2022 and revised through December 1, 2022.

#### PROCEDURE

A hybrid public hearing was advertised for May 12, 2025. Advertisements appeared in the Lowell Sun on April 28, 2025 and May 5, 2025. A notice of the hearing was posted on the Town website prior to the hearing. Notices were sent to interested parties as specified in General Laws, Chapter 40A, Section 11, in accordance with certification from the Assessor's Office setting forth the names and addresses of such parties. Notices were also sent to the Planning Boards of abutting towns. The Public Hearing was opened on May 12, 2025 and was closed on May 12, 2025.



### PLANNING BOARD FINDINGS

The Planning Board majority finds that if the conditions included herein are met, the Special Permit application and associated documents meet the Special Permit Findings criteria of Section 5.E.11 of the Zoning By-Law for the following reasons:

1. The use contains a balance of commercial and residential uses.
2. Residential use is placed on the upper floors, not on the first floor or street level.
3. Retail, restaurant, and other lively pedestrian friendly uses are placed on the ground floor.
4. The review, permitting and construction of residential and commercial uses are being completed simultaneously.
5. The mixed-use development is designed to generate pedestrian traffic.
6. Parking is located to the rear of the building and is screened visually.
7. Parking is not separated by use.
8. The parking area provides pedestrian walkways and connections to the existing sidewalk system.
9. No lighting shall cast a glare on abutting properties.

10. The applicant shall adhere to any/all Order of Conditions issued by the Conservation Commission.
11. This Special Permit is not valid until the project complies with all Board of Health Rules and Regulations, including the issuance of a Storm water Permit.

**PROJECT-SPECIFIC CONDITIONS**

12. The applicant shall adhere to all conditions agreed to in the Planning Board decision for 279 Boston Road, dated January 11, 2023.
13. The operation of the brewery and restaurant uses are approved as proposed, no more than 96 seats in total, including dine-in, outdoor seating, and bar area, which may be rearranged seasonally.
14. The new use will adhere to all DPW Conditions issued in DPW memo dated May 5, 2025.

<b>Part I</b>	ADMINISTRATION OF THE GOVERNMENT
<b>Title XX</b>	PUBLIC SAFETY AND GOOD ORDER
<b>Chapter 138</b>	ALCOHOLIC LIQUORS
<b>Section 19C</b>	FARMER-BREWERY LICENSES; HEARING; APPEAL; NOTICES TO INTERESTED PARTIES; OPERATION OF BREWERY; RECORDS; FEES

Section 19C. (a) For the purpose of encouraging the development of domestic farms, the commission shall issue a farmer-brewery license to any applicant who is both a citizen and resident of the commonwealth and to applying partnerships composed solely of such individuals, and to applying corporations organized under the laws of the commonwealth or organized under the laws of any other state of the United States and admitted to do business in the commonwealth and to applying limited liability companies and limited liability partnerships organized under the laws of the commonwealth, subject to such conditions as the commission may prescribe by regulation to address issues of citizenship and residency and the need for a license manager under section 26 as qualifications for a limited liability company or limited liability partnership to hold a license pursuant to this section and sections 15, 18, 18A, 19 and 19B, unless: (1) such person does not comply with reasonable application procedures required by the commission; or

- (2) the commission determines that such person is not of responsible character; or
- (3) a church or school located within five hundred feet of the brewery premises has objected to issuance of the license in accordance with section sixteen C; or
- (4) the commission determines that the applicant retains or owns an interest, directly or indirectly, in the business of a licensee under section twelve or fifteen; or
- (5) the commission determines that the applicant retains or owns an interest, directly or indirectly in more than one business licensed under section eighteen; or
- (6) the applicant has not furnished the requisite license fee or bond; or
- (7) the commission determines that the co-partners, corporate officials or stockholders of the applicant do not meet the requirements of clauses (2), (4) and (5), or that the manager or agent intended to conduct the farmer-brewery business on the applicant's behalf does not meet such requirements, or that such co-partners, officials, stockholders, agent or manager remain undisclosed.

(b) The commission may on its own motion, and shall upon the written request of any applicant who has been refused a farmer-brewery license or has been refused transfer or renewal of such a license, hold an evidentiary hearing, notice of which shall be mailed to the applicant at the address given in his application. Such hearing shall be before the commission, or a member thereof. The commission shall present its reasons for refusing issuance. The applicant may appear in person or by counsel, may cross-examine witnesses for the commission and may

present evidence. The hearing shall be stenographically or sound recorded. If the hearing is conducted by an examiner, the examiner shall report on the hearing to the commission. The commission shall decide within thirty days of the completion of the hearing whether to issue the farmer-brewery license or grant the transfer or renewal. If the commission refuses the license, transfer or renewal following the hearing, notice in writing of the refusal shall be mailed to the applicant. In all such cases, the commission shall keep on file a statement in the form of an opinion of the reasons for the refusal, and shall furnish a copy thereof to the applicant.

(c) Any applicant who has appeared before the commission at such a hearing and who has been refused a farmer-brewery license or the transfer or renewal of such a license may appeal to the superior court of the county where the applicant resides or has his principal place of business within the commonwealth, or to the superior court for Suffolk county.

(d) Every applicant for an original brewery license or for a transfer of such a license shall, within seven days after filing an application with the commission, send written notice of his application by registered mail, return receipt requested, to:

(1) each school which offers instruction and training to children of compulsory school age in accordance with sections one and four of chapter seventy-one and which is located within a radius of five hundred feet from the premises on which the brewery is to be operated; and

(2) each church as defined in section sixteen C which is located within a radius of five hundred feet from such premises.

The notice shall also state that the church or school has the right to object under section sixteen C to the issuance or transfer of the brewery license. If the authorities in charge of any such school or church complain to the commission in writing that a brewery license has been issued or transferred without the mailing of the requisite notice, and that they object to such issuance or transfer, the commission shall hold a hearing to determine whether the requisite notice was mailed. If after a hearing the commission determines that notice was not mailed as required, then the commission shall cancel the farmer-brewery license unless, such school or church had actual notice, prior to issuance or transfer, of the application and of the right to object under said sixteen C, or such school or church did not complain as soon as possible after actual notification of the application and of the right to object.

Any farmer-brewer aggrieved by the cancellation of his license or any school or church aggrieved by the commission's refusal to cancel such a license may appeal as provided herein.

(e) A farmer-brewer may operate a farmer's brewery under such conditions as the commission may prescribe by regulation.

(f) A farmer-brewer may import malt, cereal grains fermentable, sugars and hops, but may not import malt beverages or alcohol into the commonwealth.

(g) A farmer-brewer may sell malt beverages or malt beverage products:

(1) at wholesale to any person holding a valid license to manufacture alcoholic beverages under section nineteen;

(2) at wholesale to any person holding a valid wholesaler's and importer's license under section eighteen;

(3) at wholesale to any person holding a valid farmer-brewery license under this section;

(4) at wholesale in kegs, casks, barrels or bottles to any person holding a license to sell under section twelve, thirteen or fourteen, and, for the sole purpose of resale in containers in which the wine was delivered, to any person holding a license to sell under section fifteen; provided that the total annual sales to sections twelve, thirteen, fourteen, and fifteen licensees shall not exceed fifty thousand gallons;

(5) at wholesale to any registered pharmacist holding a certificate of fitness under section thirty;

(6) at wholesale to churches and religious societies, educational institutions, incorporated hospitals, homes for the aged, manufacturers of food products, and manufacturers of drugs and chemicals as authorized by, and subject to the provisions of section twenty-eight;

(7) at retail by the bottle to consumers for consumption off the brewery premises;

(8) at wholesale to any person in any state or territory in which the importation and sale of malt beverages is not prohibited by law; and

(9) at wholesale to any person in any foreign country.

(h) A farmer-brewer may not sell at retail to consumers any malt beverage or malt beverage product not produced by the brewery or produced for the brewery and sold under the brewery brand name. All retail sales must be made on the brewery premises.

(i) A farmer-brewer may be licensed by the local licensing authorities to sell malt beverages for consumption on the brewery premises in accordance with this section and such regulations as the commission may

prescribe.

(j) All malt beverages sold by a licensee hereunder shall be sold and delivered in such manner and under such conditions and with such labels or other marks to identify the producer as the commission may prescribe.

(k) Every farmer-brewer under this section shall keep such records as the commission may prescribe, and shall file with the commission, whenever and as often as it may require, duplicates of copies of such records. The commission shall at all times, through its designated officers or agents, have access to all books, records or other documents of every licensed farmer-brewer relating to the licensee's brewery business.

(l) The annual license fee for each farmer-brewer in respect of each brewery shall be computed based on the malt beverage barrelage produced by the brewery as follows:

5,000 barrels or less per year: \$ 22/per year

More than 5,000 and less than 20,000 barrels per year: \$ 44/per year

More than 20,000 barrels and less than 100,000 barrels  
per year: \$ 82/per year

More than 100,000 and less than 200,000 barrels  
per year: \$110/per year

More than 200,000 and less than 1,000,000 barrels  
per year: \$110/per year

Each additional 1,000,000 barrels per year: \$111/per year

For the above purposes, a barrel shall be thirty-one gallons.

(m) Every applicant for a farmer-brewery license shall, at the time of filing an application, pay a license fee based on a reasonable estimate of the amount of malt beverages to be produced during the year covered by



the license. Persons holding farmer-brewery licenses shall report annually at the end of the year covered by the license the amount of malt beverages produced during such year. If the total amount of such malt beverages exceeds the amount permitted by the fee already paid, the licensee shall pay whatever additional fee is owing under this section.

(n) Notwithstanding section 17, a local licensing authority, subject to the approval of the commission, may grant a license to sell malt beverages for consumption on the premises at any location it deems reasonable and proper, and approves in writing, on the grounds of a farmer-brewery licensed under this section and on the grounds of the farm operated as appurtenant and contiguous to, and in conjunction with, such farmer-brewery; provided, however, that such licensees may sell for on-premises consumption only malt beverages produced by the brewery or produced for the brewery and sold under the brewery brand name. All the procedures under section 15A shall apply to the granting of a license under this subsection.



Received  
MAY 14 2025  
Board of Assessors  
Billerica, MA

Board of Assessors  
Town Hall  
365 Boston Road  
Billerica, Massachusetts 01821

JOHN B. SPEIDEL, *Chairman*  
RICHARD J. SCANLON, *Associate*  
RICK LADD, *Associate*

Tele: (978) 671-0971  
[assessors@town.billerica.ma.us](mailto:assessors@town.billerica.ma.us)

ABUTTERS LIST REQUEST

Name John Thompson Date 5/13/25  
Address of Property 279 Boston Rd Plate 31-153-1  
Telephone Number [REDACTED] Parcel \_\_\_\_\_

I request one copy of the following abutters list and three copies of the labels for the above listed property. The cost of this service shall be \$2.00 per name. The list shall be available five to ten (5-10) working days from the requested date or earlier.

Signature of applicant [Signature]

Types of Abutters Lists

There are four types of abutters lists which may be required in the Town of Billerica. The board or commission you are seeking approval from and the particular request you are making determines the type of list. You will need to contact the applicable board or commission to determine which of the following will be required in your case.

(Circle one – If no letter is circled a “D” list will be prepared.)

**A. Direct Abutters - Direct Abutters to Parcel and Roadway Being Improved**

This list contains direct abutters only. Properties across public right-of-ways or paper streets, which have not been discontinued, are not included. (This list should include direct abutters to the roadway being improved if road construction is involved.)

**B. Abutters Within 100 Feet**

This list contains all abutters within 100 feet of the parcel, notwithstanding public or private streets or ways, municipal borders or bodies of water.

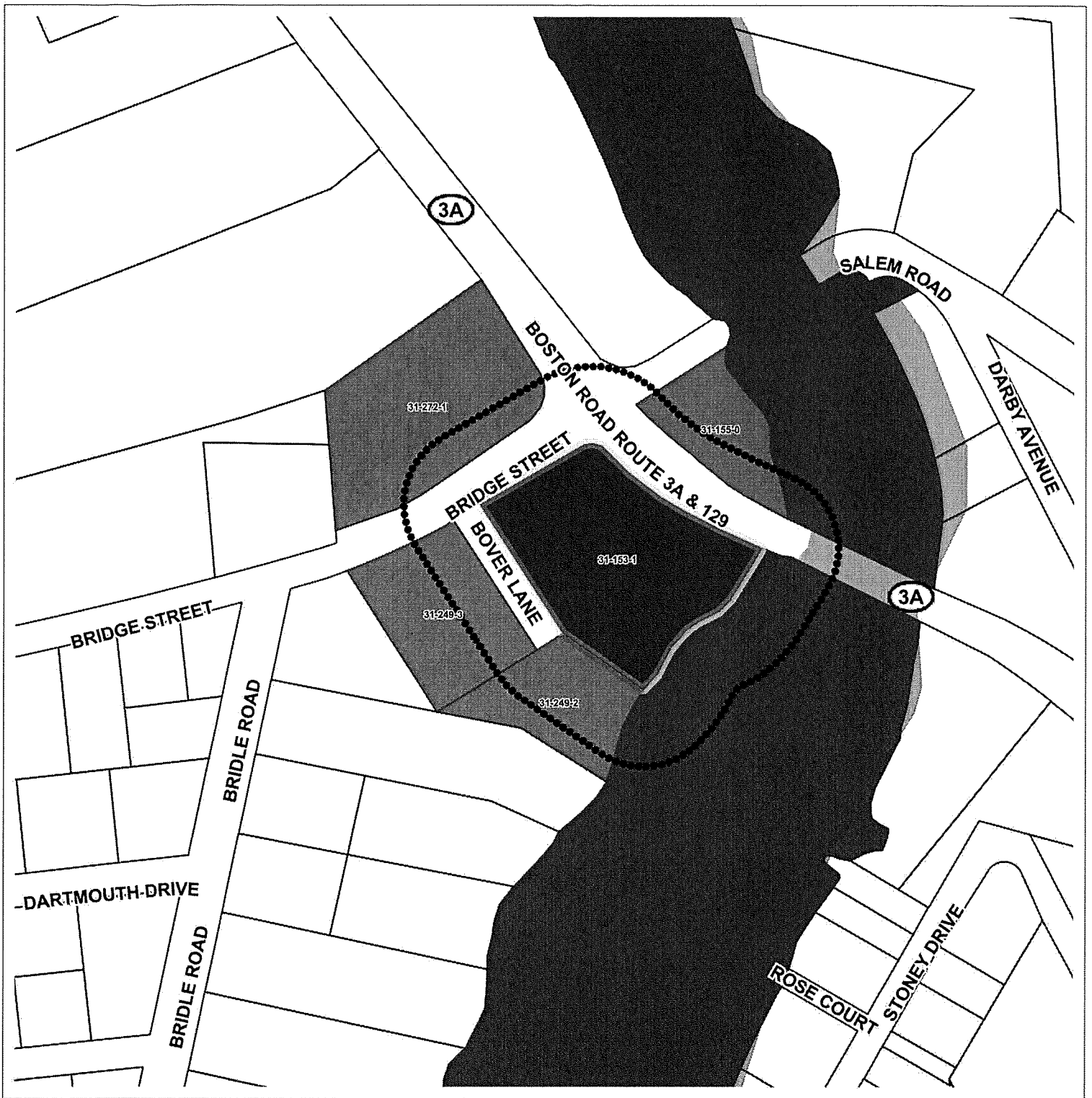
**C. Abutter to Abutter Within 300 Feet**

This list contains abutters to direct abutters within 300 feet of the parcel. If there is more than one abutter between the subject parcel and the abutting property within 300 feet the owner will not be notified.

**D. All Property Owners Within 300 Feet (Cell Towers – All Property Within 500 Feet)**

This list contains all properties within 300 feet of the subject parcel. Abutters to abutter restrictions do not apply.



Assessor's Signature John B. Speidel Date May 14, 2025 Amount \$8.00

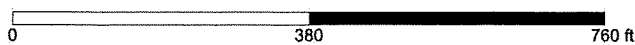
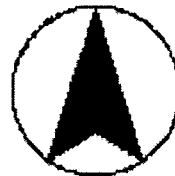


Abutters list for parcel 31-153-1 including all abutters within 100 feet

Printed on 05/14/2025 at 11:21 AM

Legend

-  Parcel Boundary Selection
-  Parcel Boundary



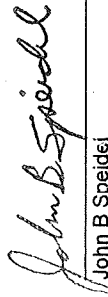
The data shown on this site are provided for informational and planning purposes only. The town and its consultants are not responsible for the misuse or misinterpretation of this data.

Abutters list for parcel 31-153-1 including all abutters within 100 feet

PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE
31-249-3	6 BRIDGE ST	KNIGHT RONALD	KNIGHT LAURIE	6 BRIDGE ST		BILLERICA	MA	01821
31-153-1	279 BOSTON RD	GOLFO INC		20 FELTON ST		WALTHAM	MA	02453-4141
31-155-0	290 BOSTON RD	COMM OF MASS	DEPT OF PUBLIC WORKS	100 NASHUA ST		BOSTON	MA	02114
31-249-2	8 BOVER LN	KASHER CORPORATION		117 DUDLEY RD		BILLERICA	MA	01821
31-272-1	273 BOSTON RD	MCDONALDS CORPORATION	C/O HOGAN MANAGEMENT COMPANY	10 OCEANA WAY	SUITE #2	NORWOOD	MA	02062

DISCLAIMER: This list is certified based upon records held in this department as of the date on the abutter's list. It was completed to the best of our ability based upon the information we have available. We do not certify the accuracy of this list per se, only the names and addresses listed on it. In most cases, public disclosure of the hearing pertaining to this list is required and published in the local newspaper. Every effort has been taken to insure proper notification.

The Board of Assessors certifies the accuracy of the names and addresses on this list based upon our current records.



John B Speidel  
 Chief Assessor  
 May 14, 2025

**THANK YOU for your ad submission!**

Your ad has been submitted for publication. Below is a confirmation of your ad placement. You will also receive an email confirmation.

**ORDER DETAILS**

PREVIEW FOR AD NUMBER NY01499920

**Order Number:**

NY0149992

**Order Status:**

Submitted

**Classification:**

COB/Liquor License

**Package:**

Legals MA

**Site:**

ma-legals

**Final Cost:**

\$213.69

**Payment Type:**

Account Billed

**User ID:**

W0014327

**Username:**

1380509

**ACCOUNT INFORMATION**

BILLERICA SELECT BOARD MA Legals  
TOWN HALL 365 BOSTON ROAD  
BILLERICA, MA 01821  
978-671-0939  
selectboard@town.billerica.ma.us  
BILLERICA SELECT BOARD

**TRANSACTION REPORT**

**Date**

June 30, 2025 11:14:13 AM EDT

**Amount:**

\$213.69

**SCHEDULE FOR AD NUMBER NY01499920**

July 1, 2025

The Lowell Sun Legals

**TOWN OF BILLERICA  
SELECT BOARD  
PUBLIC HEARING  
NEW FARMER  
BREWERY POURING  
LICENSE §19C(n)  
LICENSE  
365 BOSTON RD  
CONWAY HEARING  
ROOM (205) and via  
ZOOM  
BILLERICA, MA  
01821  
JULY 14, 2025 @  
6:00 PM**

Notice is hereby given under M.G.L. Chapter 138, §19C(n) that a public hearing will be held for a New Farmer Brewery Pouring License for Petty King Brewing Company, LLC and an Open Container Permit at the premises located at 279 Boston Road, Billerica, MA 01821. A public hybrid hearing will be held by the Select Board on Monday, July 14, 2025 at 6:00 PM in the Thomas H. Conway Hearing Room, Town Hall, 365 Boston Road, Billerica, MA and via Zoom. <https://us02web.zoom.us/j/83477138002>

If there are any questions, please contact the Select Board's Office at 978-671-0939 or at [selectboard@town.billerica.ma.us](mailto:selectboard@town.billerica.ma.us)  
07/01/25  
#NY0149992

[<< Click here to print a printer friendly version >>](#)

**TOWN OF BILLERICA  
SELECT BOARD  
PUBLIC HEARING  
NEW FARMER BREWERY POURING LICENSE §19C(n) LICENSE  
365 BOSTON RD  
CONWAY HEARING ROOM (205) and via ZOOM  
BILLERICA, MA 01821  
JULY 14, 2025 @ 6:00 PM**

Notice is hereby given under M.G.L. Chapter 138, §19C(n) that a public hearing will be held for a New Farmer Brewery Pouring License for Petty King Brewing Company, LLC and an Open Container Permit at the premises located at 279 Boston Road, Billerica, MA 01821. A public hybrid hearing will be held by the Select Board on Monday, July 14, 2025 at 6:00 PM in the Thomas H. Conway Hearing Room, Town Hall, 365 Boston Road, Billerica, MA and via Zoom. <https://us02web.zoom.us/j/83477138002>

If there are any questions, please contact the Select Board's Office at 978-671-0939 or at [selectboard@town.billerica.ma.us](mailto:selectboard@town.billerica.ma.us)

## Billerica Select Board Policies and Procedures

### 30.0 Community Cable Capital Fund Grant Criteria

The Town of Billerica has entered into agreements with its Cable service providers to provide funds for cable related projects/activities. The companies are contributing to a fund which, by agreement, can only be used for worthwhile community cable related projects/needs.

The Fund will be administered as a grant, with project/needs applications reviewed by the Cable Advisory Committee, a subcommittee of the Select Board. The Cable Advisory Committee will provide its recommendation on each grant application to the Select Board. The full-Select Board will then vote the awards. Failure to submit a completed the Grant Application Form and/or meet **all** the criteria specified and requested will result in the rejection of the application from consideration.

#### 30.1 Criteria

A completed Community Cable Fund Grant Application Form (Attachment F) must be filed with each Community Cable Fund Grant request. The Community Cable Fund Grant Application must include all the following:

1. a brief project/needs description, legal name and address of the organization, the amount requested, and the name/address of the contact person;
2. a one page executive summary of the project/needs;
3. a brief description of the organization applying, including its mission, history, programs and/or achievements, or other information which would indicate the capacity to implement and/or sustain the project/needs. Also, the names/addresses of the officers and/or directors of the organization must be provided;
4. an explanation of the community need and resulting benefit of the project/needs indicating how it will enhance the quality of life in Billerica;
5. a description of how the project/needs would be sustained after the grant period;
6. the organization's fiscal year budget with narrative justification for the project/need;
7. brief narrative demonstrating project/needs are cable related;
8. Ten (10) sets of the application, non-returnable, must be submitted with each Grant Application by the specified deadline.

Grant applications will only be accepted from non-profit entities or groups serving the Town of Billerica.

Applicants may be required to give a presentation to a subcommittee, or to the Select Board, as needed.

Recipients shall recognize the contributions of the Community Cable Fund in a suitable way, both at the time the grant is announced and also on an ongoing or long-term basis.

Community Cable Fund Grants are not to be used to supplement an organization's operating budget or capital budget.

The Select Board reserves the right to withhold any or all of the Community Cable Funds in the event there are no projects meeting the criteria.

As a condition of any award(s), all Recipients agree to provide, within twelve (12) months of receiving any Community Cable Capital Fund Grant(s), written certification of the completion of the project to the Select Board. Such certification shall provide written details of all fund(s) expenditures in accordance with the grant award(s). Any funds not expended at the conclusion of this twelve (12) month period shall be forfeited and promptly returned to the Select Board. Until such written certification is provided to the Select Board, the Recipient(s) shall not apply and shall not be eligible for any additional Community Cable Capital Fund Grants.

## **Billerica Select Board Policies and Procedures**

Should the applicant need additional time to complete the awarded project they can request an extension in writing to the Select Board and have the request voted on at a public meeting of the board.

The Community Cable Fund is reflective of the partnerships entered into by the Town of Billerica and the Cable service providers and will result in meaningful community benefit.

Questions regarding the Community Cable Fund should be directed to the Office of the Select Board Town Hall, 365 Boston Road, Billerica, MA 01821 or (978) 671-0939.

Applications for the Community Cable Fund will be accepted in the Office of the Select Board.



**Billerica Select Board Policies and Procedures**

**ATTACHMENT F**

**ATTACHMENT F-1 through F-5**

**F. Community Cable Capital Fund Grant Application Form**

Legal Name of Organization: Town of Billerica

Legal Address of Organization: 365 Boston Rd

Billerica, MA 01821

Contact Person: Bob Sallese

Address of Contact Person: 365 Boston Rd

Billerica, MA 01821

Contact Person Telephone: \_\_\_\_\_

508-423-9616

Contact Person email address: \_\_\_\_\_

bsallese@town.billerica.ma.us

GRANT AMOUNT REQUESTED: \$15,572.00

Has this organization previously received a Community Cable Capital Fund Grant?

NO:

YES:

If "Yes", please provide Year(s) and Grant amount(s) awarded:

Year	Award
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Billerica Select Board Policies and Procedures**

**ATTACHMENT F-2**

**Community Cable Capital Fund Grant Application Form**

**Please Provide an Executive Summary of the Cable-Related Project/Need Including a Project Timeline and Financial Justification:**

**We are creating a Zoom/Teams meeting room for Town and Committee use with ability to host, record and video meetings as necessary. The current room is a projection screen without the ability to zoom or record meetings.**

**Project timeline: The room is undergoing a facelift currently with LED lighting, new carpet squares paint and an electrical floor box. The majority of this work is complete and with approval the grant would be completed within two weeks.**

**Financial Justification:**

**For specific information and pricing please see attached quote.**

**Billerica Select Board Policies and Procedures**

**ATTACHMENT F-3**

**Community Cable Capital Fund Grant Application Form**

**Please Provide an Explanation of the Community Benefit of the Project/Need Indicating How the Project/Need Will Enhance Cable Television Programming/Service for the Subscribers of Billerica.**

**We are looking to bring this meeting room up to date and typical of our other meeting rooms within Town Hall. We have multiple requests for rooms with this capability for Town related meetings on a daily and nightly basis. Having the ability to run more of these meetings at any given time will be a big help to these boards and committees.**

**[Attached additional sheet(s) if more space needed]**

**Billerica Select Board Policies and Procedures**

**ATTACHMENT F-4**

**Community Cable Capital Fund Grant Application Form**

**Please Provide a Brief Description of the Applicant Applying for this Grant, If the Applicant is a Community Organization or Entity, the Application Must Include Its Mission, History, Programs, and/or Achievements, or Other Information Which Would Indicate the Capacity to Implement and/or Sustain the Project/Need. If Applicable, Include the Names/Addresses of the Officers and/or Directors of the Organization:**

**The Town of Billerica Facilities Department is requesting the grant on behalf of the Town. We are currently remodeling the room as we have done throughout town buildings.  
Director of Facilities: Bob Sallese**

**[Attached additional sheet(s) if more space needed]**

**Billerica Select Board Policies and Procedures**

**ATTACHMENT F-5**

**Community Cable Capital Fund Grant Application Form**

This Completed Application Must Be Submitted for any Grant Request. Failure to Provide and/or Meet All Criteria Information Requested Will Result in the Rejection of the Application from Consideration.

**CERTIFICATION:**

The undersigned hereby attests to having received a copy of the Community Cable Capital Funds Criteria and to having the authority to submit this Grant Application on behalf of the applicant and, if successful, to receive any awards, on behalf of the applicant. Additionally, the undersigned understands and agrees that any and all awards are final and are subject to the following:

- (1) no later than twelve (12) months from the date of receiving a Community Cable Capital Fund Grant, to provide written certification to the Select Board detailing all fund expenditures in accordance with the grant award(s);
- (2) no later than twelve (12) months from the date of receiving a Community Cable Capital Fund Grant, to promptly return any unused Community Fund Grant Award funds to the Billerica Select Board;
- (3) it shall not be eligible and shall not apply for any additional Community Cable Capital Funds Grant until such written certification and unused funding is provided.
- (4) should additional time be needed to complete the awarded project, the award recipient can request an extension, in writing, to the Select Board and have the request voted upon at a public meeting of the Board.

Signed: \_\_\_\_\_



Please Print Name: \_\_\_\_\_

Robert SALLESE

Title (if applicable: Town of Billerica Facilities Director \_\_\_\_\_

Date: \_\_\_\_\_

5-27-25

**NOTE:** Six (6) non-returnable Hard Copy Sets and an electronic version emailed to [selectboard@town.billerica.ma.us](mailto:selectboard@town.billerica.ma.us), containing the complete application and any associated documents in pdf format, must be submitted to the Select Board for each grant application. Applications will be forwarded by the Select Board to the Cable Advisory Committee for a preliminary review and recommendation to the Select Board with the expectation that the Select Board will make its determination on the application in a timely fashion.



Optimum Group LLC  
728 Whipple Rd  
Tewksbury, MA 01876 (781)  
864-3424 [john@optimum-  
groupllc.com](mailto:john@optimum-groupllc.com)

April 10, 2025

Billerica Town Hall 365  
Boston Rd.  
Billerica, MA 01821

Bob,

We are pleased to provide you with our revised scope of work and proposal for Billerica Town Hall – 2nd Floor Conference Room – Billerica MA – Logitech Conference System and New Display Installation and Commissioning. Please find the details below:

**Project Name:** Billerica Town Hall – 2nd Floor Collins Conference Room – Billerica MA – Logitech Conference System and New Display Installation and Commissioning

**Scope of work:**

**Installation:**

- Install two (2) LG 55UH5J-H displays using (2) Chief MTM1U Wall Mounts.
- Install one (1) Logitech Rally Bar below display using Logitech wall-mount.
- Install one (1) Logitech Tap at conference table for room control and video sharing via HDMI.
- Install one (1) Logitech Mic pod at conference table.
- Install two (2) Cat6 data drops behind display for Rally Bar and Display network connectivity.
- Install one (1) Cat6 data drop below table for Laptop connectivity.



**Commissioning:**

- Commission system, working with on-site IT staff if needed.
- Test system for proper operation and train personnel if needed.

---

\_\_\_\_\_ End Scope of Work

Please note the following terms and conditions:

- This estimate is valid for 30 days from the date of receipt.
- In the event of delays or changes to the schedule during the outlined scope of work, Optimum Group LLC reserves the right to invoice for any services completed up to the point of delay or schedule change.
- This estimate requires the signature of an authorized representative of Herman IS to proceed with the above work.
- Issuance of a purchase order for the amount below may be an acceptable substitute for signature.

Thank you for considering Optimum Group LLC for this project. Should you have any questions, please do not hesitate to contact me at (781)-864-3424 or [john@optimum-groupllc.com](mailto:john@optimum-groupllc.com).

By signing below, you verify that you are a representative of the entity mentioned above and have the authority to bind such an entity.

**Project Approval and Signatures**

Accepted and approved by: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Total Approved: \_\_\_\_\_



Date: \_\_\_\_\_

**Material:**           \$ 8,372.00  
**Labor:**             \$ 7,200.00  
**Total:**             \$15,572.00

TERMS: Net due 30 days upon completion of the project.

The cost above is based on the following inclusions, exclusions, and qualifications:

- The quote covers labor and consumables only.
- Power and data provision are the responsibility of others.
- Any items not specifically mentioned in this proposal are not included.
- All trash will be discarded in the designated dumpster/receptacles on site.
- All required conduits, pathways, etc., must be provided by others. Optimum Group LLC can offer these at an additional cost.
- If any required conduit/pathways, network infrastructure, network configuration, furniture, material, or room credentials are not in place or available on-site, hindering progress, a remobilization fee of no less than \$900.00 will be required before resuming work.
- Permitting fees (if required) are not included in this quote.

We appreciate your continued consideration and look forward to collaborating on this project.

Sincerely,

John Jerrett

Optimum Group LLC



**Billerica Town Hall Sallase Conference Room Bill of Material**

Equipment	Cost
<b>2- LG 55" UH5J-H Commercial Displays 24/7 Rated</b>	<b>\$ 3,188.00</b>
<b>Logitech Rally Bar</b> <span style="float: right;">960-001308</span>	<b>\$ 4,000.00</b>
<b>Logitech Rally Bar Wall Mount</b> <span style="float: right;">952-000044</span>	<b>\$ 79.00</b>
<b>Logitech Rally Mic Pod</b> <span style="float: right;">952-000038</span>	<b>\$ 350.00</b>
<b>Logitech Rally Mic Pod table mount</b> <span style="float: right;">952-000020</span>	<b>\$ 70.00</b>
<b>Logitech Rally Mic Pod Extension Cable</b> <span style="float: right;">952-000047</span>	<b>\$ 200.00</b>
<b>Chief Tilt Wall Mount</b> <span style="float: right;">XTM1U</span>	<b>\$ 275.00</b>
<b>500' Cat6 Plenum Rated Cable</b>	<b>\$ 180.00</b>
<b>6 Cat6 Jacks</b>	<b>\$ 30.00</b>
<b>Labor: 40hrs @ \$180/hr</b>	<b>\$ 7,200.00</b>
<b>TOTAL:</b>	<b>\$ 15,572.00</b>



[EXTERNAL EMAIL]

**DO NOT CLICK** links or open attachments unless you recognize the sender and know the content is safe.

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Hi Dawn,

Thank you for your consideration for the race, we are excited to be bringing back the 5k. Due to sponsorship requests as well as a couple of conflicts with the date, we did have to move the official date to September 14<sup>th</sup>, 2025. I am not sure if that will impact next steps, please let us know if there is anything additional we need to submit to make this new date "official".

Thank you

Megan Harris



**Megan Harris, CTRS, CBIS | She/Her**  
Director of Therapeutic Recreation  
Address: 78 Boston Road | N. Billerica MA 01862  
Phone: [REDACTED]  
Email: [REDACTED]

**From:** Dawn McDowell <[selectboard@town.billerica.ma.us](mailto:selectboard@town.billerica.ma.us)>  
**Sent:** Monday, January 27, 2025 1:23 PM  
**To:** Megan Harris [REDACTED]  
**Subject:** FW: Request for the Cool Kids 5K -June 1, 2025

You don't often get email from [selectboard@town.billerica.ma.us](mailto:selectboard@town.billerica.ma.us). [Learn why this is important](#)

Hi Megan,

I'm going to put your item on the Select Board agenda for February 24, 2025. As you can see from the email below from the Safety Officer, he supports it, he just asked that you reach out to him at least two weeks prior to coordinate staffing.

I will put the request for signs on the common from May 16<sup>th</sup> to June 1<sup>st</sup>.

I'll send you the agenda as soon as it's set, and you can come and speak about your event in person or via Zoom.

Thanks,  
Dawn

**From:** Timothy F. McKenna <[tmckenna@billericapolice.org](mailto:tmckenna@billericapolice.org)>  
**Sent:** Monday, January 6, 2025 10:31 AM

To: Dawn McDowell <[selectboard@town.billerica.ma.us](mailto:selectboard@town.billerica.ma.us)>  
Subject: Re: Request for the Cool Kids 5K -June 1, 2025

[EXTERNAL EMAIL]

**DO NOT CLICK** links or open attachments unless you recognize the sender and know the content is safe.

---

The Police Department has no issues with the proposed plan. The facility has run this race many times in the past. If you could, please inform the applicant to contact us approximately two weeks prior so I can allocate staffing from the Traffic Unit.

**Timothy F. McKenna**

Patrol Sergeant | CJIS Representative

Billerica Police Department

6 Good St

Billerica, MA 01821

Direct Phone: 978-215-9695 Agency Phone: 978-671-0900 Fax: 978-663-2392

Website: <https://police.billericaps.com>

---

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and delete or destroy the message. Thank You.

From: "Dawn McDowell ([selectboard@town.billerica.ma.us](mailto:selectboard@town.billerica.ma.us))" <[selectboard@town.billerica.ma.us](mailto:selectboard@town.billerica.ma.us)>  
To: "Timothy F. McKenna" <[tmckenna@billericapolice.org](mailto:tmckenna@billericapolice.org)>, "Mark D. Tsoukalas" <[mtsoukalas@billericapolice.org](mailto:mtsoukalas@billericapolice.org)>  
Date: Mon, 30 Dec 2024 17:10:32 +0000  
Subject: Request for the Cool Kids 5K -June 1, 2025

[External Email] - DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.  
Good Afternoon,

I received this request in the mail and I'm not sure if you received a copy also.

NEPC is requesting approval for a 5K road race on June 1, 2025.

Please let me know if you will approve this request and have any restrictions/conditions. Megan Harris is the author and her email is [mharris@nepc.org](mailto:mharris@nepc.org)

I plan on putting this on the Select Board agenda for them to approve as Road Commissioners after I receive your response.

Have a Happy New Year!

Thanks,

Dawn McDowell

Executive Confidential Assistant to the Billerica Select Board

This e-mail notice is provided for informational purposes only and any discussion should take place at a properly posted meeting.

December 3, 2024

Town Selectman Office  
Billerica Town Hall  
365 Boston Rd  
Billerica MA, 01821

Dear Friends of NEPC,

New England Pediatric Care (NEPC) is in the process of organizing the **27<sup>th</sup> annual "Cool Kids" 5k Road Race/Fun Walk for Sunday June 1<sup>st</sup>, 2025**. Proceeds from this event will go directly to benefit the children and young adults of NEPC. NEPC is a skilled nursing facility and private day school for children and young adults with medical complexities located at 78 Boston Road. This is a very special event in which many of our families, employees and friends of NEPC work very hard at investing their time, skills and talents to ensure a successful turnout.

We are requesting approval from the town of Billerica and the Billerica Police Department for this event to be held on Sunday June 1<sup>st</sup>, 2025. The road race will begin with the runners at 10:00AM and the walkers will follow. The race will begin and end at NEPC. Enclosed is a copy of the proposed race course.

We would ask permission to place some yard signs (Approximately 18"x24" in size) on the town common a few weeks prior to the event. Your support in the past has been remarkable and we hopefully anticipate your availability again this year.

We very much appreciate your attention and consideration to the request. Thank you in advance for your anticipated support. Please feel free to contact Megan Harris at NEPC (978-667-5123 or mharris@nepc.org) with any questions or concerns.

Best regards,



Megan Harris, CTRS, CBIS

Director of Therapeutic Recreation

New England Pediatric's Care Road Race/Run  
 78 Boston Road  
 No Billerica MA

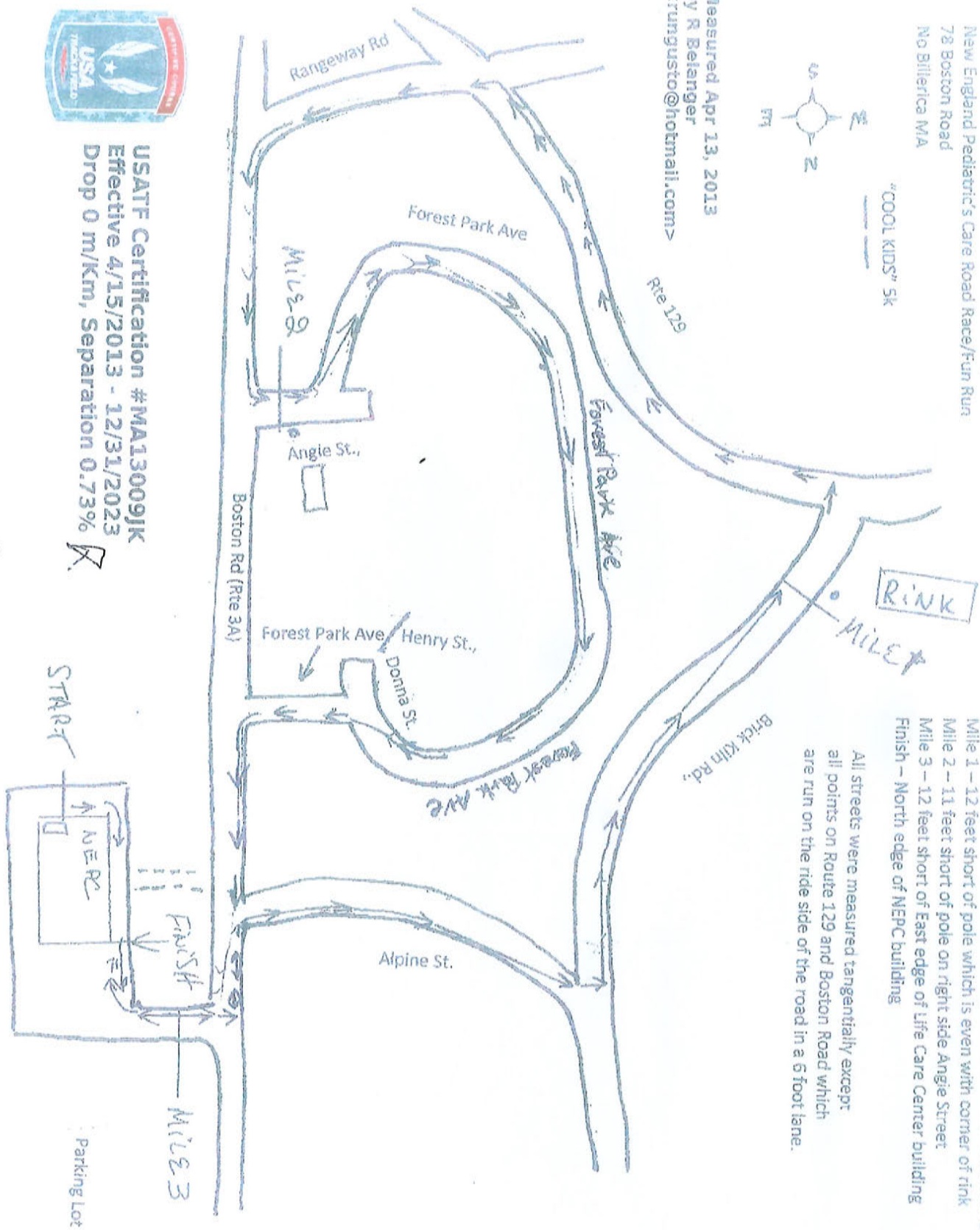
"COOL KIDS" 5k



Measured Apr 13, 2013  
 by R Belanger  
 <runjusto@hotmail.com>



USATF Certification #MA13009JK  
 Effective 4/15/2013 - 12/31/2023  
 Drop 0 m/Km, Separation 0.73%



Start - Even with first step of loading dock on South side of NEPC building  
 Mile 1 - 12 feet short of pole which is even with corner of rink  
 Mile 2 - 11 feet short of pole on right side Angle Street  
 Mile 3 - 12 feet short of East edge of Life Care Center building  
 Finish - North edge of NEPC building

All streets were measured tangentially except  
 all points on Route 129 and Boston Road which  
 are run on the ride side of the road in a 6 foot lane.

Parking Lot





LICENSE APPLICATION  
BILLERICA SELECT BOARD

Fee Paid: \$ 100 CK# 9681

ACTION:  NEW or  CHANGE

Licensee of Business: <u>Richard Soly II</u>	
Doing Business As: <u>R&amp;D custom Exhaust Inc</u>	
Street Address: <u>813 Boston RD</u>	Assessors Plate/Parcel: <u>...</u>
Phone #: [REDACTED]	Tax ID #: [REDACTED]
Alt. Phone: [REDACTED]	Email: [REDACTED]

DESCRIPTION OF PREMISES:

Include # floors, total SF, # of patron restrooms, entrance/exit locations, etc. Use additional attachments if necessary and attach a plot plan of the premises if there are exterior changes.

2 3/4 ACRE Building #1 7000 sqft Building #2 4000 sqft

Used Car license - Repairs done @ Shop.

REQUIRED SIGNATURES: (Obtain necessary approvals before submission)

<u>Building Inspector:</u> <u>Mark F...</u>	Date: <u>1-3-25</u>
Comments:	
<u>Board of Health:</u> <u>[Signature]</u>	Date: <u>1/3/25</u>
Comments:	
<u>Police:</u> <u>Lt S - [Signature]</u>	Date: <u>1 3 25</u>
Comments:	
<u>Fire:</u> <u>[Signature]</u>	Date: <u>1/3/25</u>
Comments:	
<u>Treasurer:</u> <u>Olivia Sasso</u>	Date: <u>1/3/25</u>
Comments:	

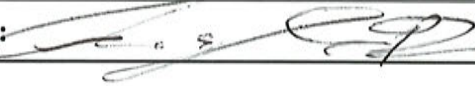
Manager's Name: <u>Richard A. Soly II</u>
Street Address: [REDACTED]
City/Town/State/Z: [REDACTED]
Phone #: [REDACTED]
Tax ID #: [REDACTED]
Email: [REDACTED]



**Requested Hours of Operation: (For new application or for change on license)**

Weekday (Monday-Friday):	6 - 8
Saturday:	6 - 6
Sunday:	Closed

**LICENSE TYPE REQUESTED:**

LIQUOR (Circle Option):	On-Premise Retail (S12)	Wine & Malt	All Alcohol
	Off Premise Retail (S15)	Wine & Malt	All Alcohol
Type of Business S12 Only: Club Hotel/Innkeeper Restaurant			
1-Day Special:	Wine & Malt	All Alcohol (Non-profit Organizations Only)	
COMMON VICTUALLER (Circle Option):	Restaurant	Innholder	Cafeteria
ZBA/Special Permit?: Provide Copy if Yes	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
MOTOR VEHICLE (Circle Option):	Class I	<b>Class II</b>	Class III
HAZARDOUS MATERIAL STORAGE (List Type):			
ENTERTAINMENT:			
Weekday: (Per MGL, Ch. 140, Section 183A):			
Sunday: (Per MGL, Ch. 136 - <b>Form 90 Required</b> ):			
Type of Entertainment:			
AMUSEMENT DEVICE (Per MGL, Ch.140, Section 177A)			
# of Total Devices:			
Enter Each Device Separately. Name of Machine and Serial #. Use separate paper if necessary.			
#1:	#5:		
#2:	#6:		
#3:	#7:		
#4:	#8:		
OTHER (Circle Option):			
Taxi	Livery	Bowling	Auctioneer Other: _____
Licensees Signature: 			Date: 12-23-24
Title:			
The applicant certifies compliance with all Rules, Regulations, Laws and By-Laws in effect at this time. Under the penalties of perjury, the signature below certifies the above information as true and correct to the best of their knowledge and belief. False statements can result in immediate license revocation.			

**NAME OF INDIVIDUAL OR CORPORATION THAT PAYS REAL ESTATE TAXES TO THE TOWN OF BILLERICA:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Dawn McDowell

---

**From:** Mark LaLumiere  
**Sent:** Thursday, March 27, 2025 3:28 PM  
**To:** Dawn McDowell  
**Subject:** 313 Boston Rd - Used Car License

Dawn,

I am ok and have no concerns with issuance of a used car license for this location.

*Mark LaLumiere, CBO, Director of Permitting  
Building Zoning Conservation Health  
Sealer of Weights & Measures  
Town of Billerica  
365 Boston Road  
Billerica, MA 01821  
Phone: (978) 671-0970*



**TOWN of BILLERICA**

#25-26  
SPECIAL PERMIT  
R&D CUSTOM EXHAUST  
313 BOSTON ROAD

THE COMMONWEALTH OF MASSACHUSETTS

BILLERICA  
City or Town

BOARD OF APPEALS

A TRUE COPY  
ATTEST:  
*Donna J. McCoy*  
DONNA J. MCCOY  
CMC TOWN CLERK

RECEIVED

Date: June 25, 2025

Certificate of Granting of Special Permit  
(General Laws Chapter 40A, Section 11)

The Board of Appeals of the Town of Billerica hereby certifies that a **SPECIAL PERMIT** has been **GRANTED (Case #25-26):**

R&D CUSTOM EXHAUST

Address: 313 BOSTON ROAD

City or Town: BILLERICA, MA 01821

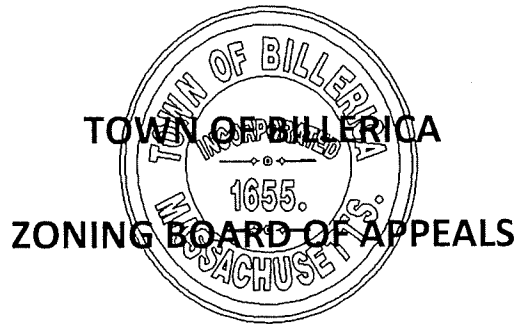
affecting the rights of the owner with respect to land of buildings at 313 BOSTON ROAD, Billerica, MA Plate 41 Parcel 3-1 and recorded in M.N.D.R. of D's Book 1115 Page 497.

And the said Board of Appeals further certifies that the decision attached hereto is a true and correct copy of its decision **GRANTING** said **SPECIAL PERMIT** and that copies of said decision, and of all plans referred to in the decision, have been filed with the planning board and the city or town clerk.

The Board of Appeals also calls to the attention of the owner or applicant that General Laws, Chapter 40A, Section 11 (last paragraph) provides that no variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the town or city clerk that twenty days have elapsed after the decision has been filed in the office of the city or town clerk and no appeal has been filed or that, if such appeal has been filed, that it has been dismissed or denied, is recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or applicant.

*[Signature]*  
\_\_\_\_\_  
Chairman

*[Signature]*  
\_\_\_\_\_  
Vice-Chairman



**CASE # 25-26**      **SP Granted**

**DATE: June 25, 2025**

**Applicant:**            **R & D CUSTOM EXHAUST**  
**Locus:**                **313 BOSTON ROAD**  
**Assessor's Map:**    **Plate 41 Parcel(s) 3-1**

A public hearing was held on Wednesday, June 25 2025 in the Town Hall, Room 210 at 6:07 PM, for a Special Permit under Section 5.7.2.0 (Auto Sales) and 11.D (Expansion of a Non-Conforming Auto Use) of the Zoning By-Law to allow the display and sale of motor vehicles located in a General Business Zone.

Notice of this hearing was advertised in the Lowell Sun on June 11, 2025 and June 18, 2025. Notice of this hearing was also posted at the Town Hall and sent to the applicant and all abutters located within 300 feet of the property.

The following members were present and voting on this petition: Eric Anable, Robert Accomando, Richard Colantuoni, Michael Pendleton, and Anupam Wali.

Rick Soly presented his petition to transfer the special permit for the display and sale of motor vehicles. He stated the plan is to display 9-10 cars and the Board granted approval for up to 12 cars maximum. The applicant received abutter support for his request for a special permit and was asked to redirect a property spotlight in the back corner of the property which he agreed to do. He further noted that the light is on a timer that turns off at 9:00 p.m.

There was a brief discussion regarding the neighboring business for Transmissions & Auto Repair, located at 309 Boston Rd. Rick stated that to his understanding, this business was strictly permitted as Transmission Shop. When the Bldg. Commissioner, Mark LaLumiere, investigated the issue, he noted that the Board did not issue specific conditions regarding auto repair on that Special Permit; however, it was strictly presented to the Board as a Transmission Shop only (reference Case # 24-64, dated 1/5/2024). It is noted that this petition request is categorized in the "Auto Repair" section of the By-Law, however, it was presented as a Transmission shop only. It was suggested that the Board could issue a letter asking for clarification of the business operations and depending on the owner's response, Mark LaLumiere could take

**Billerica Zoning Board of Appeals**  
**365 Boston Road, Billerica, Massachusetts – 01821**  
**Telephone (978) 671-0964**

further action to resolve the issue. It was stated that the conditions that were placed on this Special Permit have not yet been complied with and based on that and what was presented to the Board at the time, enforcement actions or possibly rescinding the applicant's special permit would be in order.

The submitted Site Plan prepared by Dresser, Williams & Way, Inc, dated November 18, 2019 shall be filed as the Plan of Record for this decision.

**The Board of Appeals voted 5-0 to Grant the Special Permit requested.**

The Board finds (1) the proposed special permit is in harmony with the general purpose and intent of the Zoning By-Law and Chapter 40A; (2) the proposed use is in compliance with all other requirements set forth in this Zoning By-Law for issuance of a special permit; and (3) the proposed use will not prove injurious to the safety or general welfare of the neighborhood into which it proposes to locate nor will the proposed use prove destructive of property values.

**SPECIAL PERMIT CONDITIONS:**

- 1. This special permit is for the petitioners only and may not be transferred or sold without applying to the Board of Appeal.**
- 2. The Board granted no more than 12 vehicles shall be displayed for sale on the property.**
- 3. The relief granted by this Special Permit is confined to: (1) scope of the advertisement of the public hearing, (2) specific exceptions to the Zoning By-Law identified in this decision and only to the extent of the relief requested in the application, no other relief is implied, (3) scope is limited to the testimony given and documents produced**
- 4. The applicant shall, after the (20) twenty-day appeal period has expired, return to the Town Clerk to have this decision stamped, then record notice of same with the North Middlesex Registry of Deeds and file a copy of the Registry Receipt with the Board of**


Appeals within (90) ninety days of filing of decision with the Town Clerk. Failure to record this decision within (90) ninety days shall render it null and void.

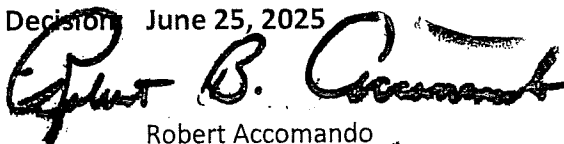
5. Special Permits shall be used within a (2) two-year period or shall be null and void.

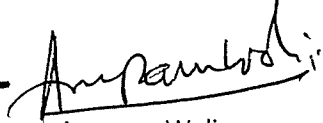
Notice of this decision shall be mailed forthwith to the applicant, to the parties in interest designated in M.G.L. Chapter 40A, Section 11, and to every person present at the hearing who requested that notice be sent to him and stated the address to which such notice was to be sent.


Any Appeal from this decision shall be made pursuant to M.G.L. Chapter 40A, Section 17 and shall be filed within (20) twenty days after the date of the filing of the notice of decision in the office of the Town Clerk.

Date of Board of Appeals Decision: June 25, 2025

  
Eric Anable  
Chairman

  
Robert Accomando  
Vice-Chairman

  
Anupam Wali  
Secretary

  
Richard Colantuoni  
Member

  
Michael Pendleton  
Member (EE)

ATTEST: I, \_\_\_\_\_, Clerk/Assistant Clerk, for the Town of Billerica, MA., hereby certify that the decision from the Board of Appeals has been received and recorded at this office and no appeal was received during the twenty (20) days next after such receipt and recording of said decision.

\_\_\_\_\_  
Donna J. McCoy, Town Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth Berube, Assistant Town Clerk

\_\_\_\_\_  
Date







The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 Lafayette City Center  
 2 Avenue de Lafayette, Boston, MA 02111-1750  
 www.mass.gov/dia

**Workers' Compensation Insurance Affidavit: General Businesses**

**Applicant Information**

Please Print Legibly

Business/Organization Name: R&D Custom Salvage Inc  
 Address: 313 Boston Rd  
 City/State/Zip: N Billerica MA 01862 Phone #: [REDACTED]

**Are you an employer? Check the appropriate box:**

1.  I am an employer with 13 employees (full and/or part-time).\*
2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5.  Retail
6.  Restaurant/Bar/Eating Establishment
7.  Office and/or Sales (incl. real estate, auto, etc.)
8.  Non-profit
9.  Entertainment
10.  Manufacturing
11.  Health Care
12.  Other Auto Repair

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: Berkshire Hathaway Guar Inc  
 Insurer's Address: 313 Boston Rd Billerica MA 01862  
 City/State/Zip: N Billerica MA 01862  
 Policy # or Self-ins. Lic. # RDWC459669 Expiration Date: \_\_\_\_\_

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: [Signature] Date: 12-23-24  
 Phone #: [REDACTED]

**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

**Issuing Authority (check one):**

1.  Board of Health
2.  Building Department
3.  City/Town Clerk
4.  Licensing Board
5.  Selectmen's Office
6.  Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_





# Town of Billerica Police Department

6 Good Street  
Billerica, MA 01821  
(978) 215-9621 Fax (978) 670-2762  
[www.billericapolice.org](http://www.billericapolice.org)

## Criminal Record Background Check

Date: 12-23-24

Release: I, Richard A Soly II  
Name of Applicant




Date of Birth

allow the Town of Billerica Police Department to search my records to ascertain information on my personal history.

### Authorization for Personal History:

This authorization will give the Billerica Police Department permission to research your background, personal history and character references.

  
Signature of Applicant

Application Approved: \_\_\_\_\_

Application Denied: \_\_\_\_\_

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Commonwealth of Massachusetts ~ Town of Billerica, Massachusetts**  
**APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR**  
**ASSEMBLE SECOND HAND MOTOR VEHICLES OR PARTS THEREOF**

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class II license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

Business Name RED Custom Exhaust Lic. # \_\_\_\_\_

Business Address 313 Boston Rd, Billerica, MA 01862

Please Check One  Individual  Co-Partnership  Association  Corporation

Full Description of Premises: \_\_\_\_\_

Dealer Plate Numbers \_\_\_\_\_

Name of Owner(s) Rick Soly

Address of Owner(s) 313 BOSTON RD

Telephone of Owner 

**If an association or corporation, state full names and residential addresses of the principal officers:** 

President Rick Soly

Secretary same

Treasurer same

Manager same

**Please check Yes or No box:**

- Yes  No Are you engaged principally in the business of buying, selling or exchanging motor vehicles?
- Yes  No If so, is your principal business the sale of new motor vehicles?
- Yes  No Is your principal business the buying and selling of second-hand motor vehicles?
- Yes  No Is your principal business that of a motor vehicle junk dealer?
- Yes  No Have you a signed contract as required by Section 58, Class 1?
- Yes  No Are you a recognized agent of a motor vehicle manufacturer? Name of Manufacturer. \_\_\_\_\_
- Yes  No Have you ever applied for a license to deal in second-hand motor vehicles or parts thereof?  
If so, what city/town? \_\_\_\_\_
- Yes  No Did you receive a license? N/A If so, what year? \_\_\_\_\_
- Yes  No Has any license issued to you to deal in motor vehicles or parts thereof ever been suspended or revoked?

**IMPORTANT:** Every question must be answered with full information. False statements herein may result in the rejection of your application or the subsequent revocation of your license, if issued.

**NOTE:** If the applicant has not held a license in the year prior to this application, he/she must file a duplicate of the application with the registrar. (See Sec. 59)

Date: 1/9/25 Signature 

**MASSACHUSETTS**  
**DRIVERS LICENSE**  
NOT FOR FEDERAL ID



James J. [REDACTED]  
[REDACTED] RICHMOND  
[REDACTED] B [REDACTED] NONE [REDACTED]

18 EYES HAZ  
15 SEX M 16 HGT 5-11"  
15 DO 04/15/2015 Rev 02/22/15

04/15/174

## CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

**Section 57.** No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

**Section 58.** Licenses granted under the following section shall be classified as follows:

**Class 1.** Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

**Class 2.** Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

**Class 3.** Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

**Section 59.** The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section, which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed one hundred (\$100.00) dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licenses within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.



THE 188<sup>TH</sup> GENERAL COURT OF

THE COMMONWEALTH OF MASSACHUSETTS

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## General Laws

**CHAPTER 140 LICENSES**  
**Section 58 Classes**

### **CLASS I, II, III AUTO DEALERS**

Section 58. (a) Licenses granted under sections 59 and 59A shall be classified in accordance with subsections (b) to (d), inclusive.

(b) Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter applicable to holders of licenses of Class 2, except subsection (c), and to rules and regulations made under those provisions; and provided further, that such dealer maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section 7N1/4 of chapter 90, and shall remain



liable for all warranty repairs made and other obligations imposed by said section 7N1/4 of said chapter 90.

(c) Class 2. A person whose principal business is the buying or selling of second hand motor vehicles, a person who purchases and displays second hand motor vehicles for resale in retail transactions, and any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise, may be granted a used car dealer's license and shall be subject to the following conditions:

(1) The person shall obtain a bond, or equivalent proof of financial responsibility as described in paragraph (5), and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth. The bond or its equivalent shall be for the benefit of a person who purchases a vehicle from a Class 2 licensee, and who suffers loss on account of:-

(i) the dealer's default or nonpayment of valid bank drafts, including checks drawn by the dealer for the purchase of motor vehicles;

(ii) the dealer's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens except a lien created by or expressly assumed in writing by the buyer of the vehicle;

(iii) the fact that the motor vehicle purchased from the dealer was a stolen vehicle;

(iv) the dealer's failure to disclose the vehicle's actual mileage at the time of sale;

(v) the dealer's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or

(vi) the dealer's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the dealer had assumed the obligation to pay off the lien.

(2) Recovery against the bond or its equivalent may be made by any person who obtains a final judgment in a court of competent jurisdiction against the dealer for an act or omission on which the bond is conditioned if the act or omission occurred during the term of the bond. Every bond shall also provide that no suit may be maintained to enforce any liability on the bond unless brought within 1 year after the event giving rise to the cause of action.

(3) The bond or its equivalent shall cover only those acts and omissions described in clauses (i) to (vi), inclusive, of paragraph (1). The surety on a bond shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against the bond or the number of years the bond remained in force.

(4) A separate bond shall be required for each different name under which the dealer conducts his business and for each city or town in which the dealer has a place of business.

(5) In lieu of the bond required by this section, the municipal licensing authority may allow the dealer to deposit collateral in the form of a certificate of deposit or irrevocable letter of credit, as authorized by the banking laws of the commonwealth, which has a face value equal to the amount of the bond otherwise required. The collateral may be deposited with or executed through any authorized state depository designated by the commissioner. Interest on the certificate of deposit shall be payable to the dealer who has deposited it as collateral, or to a person as the dealer or the certificate may direct.

(6) A surety shall provide to the municipal licensing authority notice of cancellation of the bond within 30 days of the cancellation.

(7) Upon receipt of notification from a surety that a bond has been cancelled, the municipal licensing authority shall notify the licensee that he has 10 days to comply with the bonding requirement. If the

licensee does not comply within the 10 day period, the municipal licensing authority shall revoke the Class 2 license and shall notify the registrar who shall suspend or revoke any dealer plate issued to the licensee pursuant to section 5 of chapter 90.

(8) A municipal licensing authority shall not issue or renew a Class 2 license unless it is satisfied that a bond or equivalent proof of financial responsibility meeting the requirements of this section is in effect during the term under which the license shall be issued or renewed, and that the licensee maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section 7N1/4 of chapter 90. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section 7N1/4 of said chapter 90.

(d) Class 3. A person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding and selling the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts may be granted a motor vehicle junk license.

(e) The registrar of motor vehicles, after consulting the office of consumer affairs and business regulation, shall adopt rules and regulations defining sufficient repair facilities for the purposes of subsection (b) and paragraph (8) of subsection (c).



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/09/2025

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

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

<b>PRODUCER</b> HUB NE-CLIENT CONNECTION ASSN NON NESSARA 800 S WASHINGTON ST VAN WERT, OH 45891	<b>CONTACT NAME:</b> TAMMY RAGER <b>PHONE:</b> (419)238-5551 <b>FAX:</b> (800)736-7026 <b>E-MAIL ADDRESS:</b> trager@central-insurance.com <b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;"><b>NAIC #</b></span> INSURER A Central Mutual <span style="float: right;">20230</span> INSURER B INSURER C INSURER D INSURER E INSURER F
<b>INSURED</b> R & D CUSTOM EXHAUST INC 313 BOSTON ROAD REALTY LLC 313 BOSTON RD NORTH BILLERICA, MA 01862	

**CERTIFICATE NUMBER**

6395564

**REVISION NUMBER**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	8930273	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	8930272	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 PROPERTY DAMAGE (Per accident) \$ 5,000
A	<b>GARAGE KEEPERS LIABILITY</b> <input type="checkbox"/> LEGAL LIABILITY <input checked="" type="checkbox"/> DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS	Y	Y	8930273	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> COMP / OTC LOC 1 \$ 1,500,000 <input type="checkbox"/> SPECIFIED PERILS LOC \$ <input checked="" type="checkbox"/> COLLISION LOC 1 \$ 1,500,000 <input type="checkbox"/> LOC \$
A	<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	8930274	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Certificate Holders are additional insured per the attached endorsements.  
 Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

<b>CERTIFICATE HOLDER</b> *FOR INFORMATION ONLY* R & D CUSTOM EXHAUST INC 313 BOSTON ROAD REALTY LLC 313 BOSTON RD NORTH BILLERICA, MA 01862	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <b>TAMMY RAGER</b>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF PRIMARY AND EXCESS PROVISIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **GENERAL LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends the policy by adding the following; please read each section carefully.

#### EMPLOYEE BENEFITS LIABILITY COVERAGE

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS

ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS

INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US

NEWLY FORMED OR ACQUIRED ORGANIZATIONS

NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION

VOLUNTARY PROPERTY DAMAGE

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

FIRE, SPRINKLER LEAKAGE OR EXPLOSION

POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT

AGGREGATE LIMITS OF INSURANCE AMENDMENT

SUPPLEMENTARY PAYMENTS - HIGHER LIMITS

REASONABLE FORCE EXPANSION - PROPERTY DAMAGE

LOST KEY COVERAGE

PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

#### **A. Employee Benefits Liability Coverage**

The following is added to Section I - Coverages: EMPLOYEE BENEFITS LIABILITY COVERAGE.

##### **1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage and
- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:

- 1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- 2) The act, error or omission is caused by an "occurrence" that takes place in the

“coverage territory”; and

3) The act, error or omission occurs during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Dishonesty, Fraud Or Criminal Act**

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

“Bodily injury,” “property damage” or “personal and advertising injury.”

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the “employee benefit program.”

**e. Inadequacy Of Performance Of Investment/Advice Given To Participate**

Any “claim” or “suit” based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the “employee benefit program.”

**f. Workers Compensation And Similar Laws**

Damages arising out of any “claim” related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

**h. Available Benefits**

Any “claim” for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**3. Supplementary Payments - Coverages A and B**

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages **A** and **B** apply except for Paragraphs **1.b.** and **2.**

**SECTION II - WHO IS AN INSURED**, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

**2.** Each of the following is also an insured:

**a.** Each of your “employees” who is or was authorized to administer your “employee benefit program.”

**b.** Any persons, organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

**SECTION III - LIMITS OF INSURANCE** is replaced by the following for the Employee Benefits Liability Coverage:

- 1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
  - a) Insureds;
  - b) "Claims" made or "suits" brought;
  - c) Persons or organizations making "claims" or bringing "suits";
  - d) Acts, error or omissions which result in loss; or
  - e) Benefits included in your "employee benefit program."
- 2) \$2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- 3) Subject to the above Limit, \$1,000,000 is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - a) An act, error or omission; or
  - b) A series of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**4. Deductible**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$1,000. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
  - 1) Our right and duty to defend any "suits" seeking those damages; and
  - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"
 apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or

"suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**SECTION IV - CONDITIONS**, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

**2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
  - 1) What the act, error or omission was and when it occurred; and
  - 2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
  - 1) Immediately record the specifics of the "claims" or "suit" and the date received; and
  - 2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - 2) Authorize us to obtain records and other information;
  - 3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
  - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

**SECTION V - DEFINITIONS** is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:
  - a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Handling records in connection with the "employee benefit program"; or
  - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."However, "administration" does not include handling payroll deductions.
2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.
  - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
  - c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

**SECTION V - DEFINITIONS** - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or

organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - 1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - 2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:
  - 1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such



person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
  - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**E. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. An express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - 1) The exceptions contained in Sub-paragraphs d. or f.; or
    - 2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**F. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)**

SECTION V - DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

**G. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8., is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

**H. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)**

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**I. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission**

The following is added to SECTION IV.2. - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

**e. Notice of Accident/Occurrence**

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

**f. Unintentional Errors and Omissions**

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

**g. Knowledge of Accident/Occurrence**

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

**J. Voluntary Property Damage**

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **\$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **\$25,000**.
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **\$250**.

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**5. The insurance under the Voluntary Property Damage shall not apply:**

- a.** To "loss" of property at premises owned, rented, leased, operated, or used by you;
- b.** To "loss" of property while in transit;
- c.** To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
- d.** To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
- e.** To "loss" of property included within the "Products/Completed Operations Hazard";
- f.** To "loss" of property which is an "auto" or "mobile equipment."
- g.** To "loss" of property caused by "pollutants."

- 6.** In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**K. Non-Owned Watercraft And Non-Owned Aircraft Liability**

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
  - a) Less than 60 feet long; and
  - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
  - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6) An aircraft you do not own provided it is not operated by any insured.

**L. Fire, Sprinkler Leakage Or Explosion**

1. **SECTION I - GENERAL LIABILITY COVERAGES** is amended as follows:

- a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- b. **Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

2. The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.

3. Paragraph 4.b. of the Other Insurance is amended as follows:  
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:  
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

**M. Pollution Coverage For Upset Of Mobile Equipment**

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" cause directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

**2. EXCLUSIONS**

- a. With regard only to the coverage provided by this extension K., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following for this extension only:

**f. Pollution**

Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
- 3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

**N. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)**

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**O. Supplementary Payments - Higher Limits**

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph 1.b. is replaced by the following:

Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$400 a day because of time off from work.

**P. Reasonable Force Expansion - Property Damage**

Exclusion 2.a. of Coverage A is replaced with the following:

- a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This

exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. Lost Key Coverage**

**1. SECTION I - COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

**2. SECTION II - WHO IS AN INSURED**

The following is added to item **2.a.2)b)**:

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

**R. Personal and Advertising Injury Definition**

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

**S. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:**

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a. There shall be no duplication of the Limits of Insurance.
- b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

**T. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:**

**LIBERALIZATION**

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

**TOWN OF BILLERICA  
NOTICE OF CLASS II LICENSE  
365 BOSTON RD  
TOWN HALL  
CONWAY HEARING ROOM (205) and VIA ZOOM  
BILLERICA, MA  
JULY 14, 2025 @ 6:00 PM**

Notice is hereby given that the Select Board will hold a discussion under the M.G.L, Chapter 140, Section 58: Issuance of a Class II License to buy and sell second hand motor vehicles on July 14, 2025 at 6:00 PM to act on an application from R&D Custom Exhaust located at 313 Boston Road. The hours of operation will be Monday-Friday 6:00 AM to 8:00 PM and Saturday 6:00 AM to 6:00 PM, Closed Sunday. The Select Board meeting will be hybrid and can be accessed in person or via the Zoom link provided <https://us02web.zoom.us/j/83477138002>

A map has been provided to show the layout.



Board of Assessors  
Town Hall  
365 Boston Road  
Billerica, Massachusetts 01821

Board of Assessors  
Billerica, MA

JAN - 3 2025

Received

JOHN B. SPEIDEL, *Chairman*  
RICHARD J. SCANLON, *Associate*  
RICK LADD, *Associate*

Tele: (978) 671-0971  
[assessors@town.billerica.ma.us](mailto:assessors@town.billerica.ma.us)

ABUTTERS LIST REQUEST

Name Richard Spivey Jr Date 12-23-24  
Address of Property Rd Exhaust 313 Boston Rd Plate 41-3-1  
Telephone Number [Redacted] Parcel \_\_\_\_\_

I request one copy of \_\_\_\_\_ copies of the labels for the above listed property. The cost of this service shall be \$2.00 per name. The list shall be available five to ten (5-10) working days from the requested date or earlier.

Signature of applicant [Signature]  
Types of Abutters Lists

There are four types of abutters lists which may be required in the Town of Billerica. The board or commission you are seeking approval from and the particular request you are making determines the type of list. You will need to contact the applicable board or commission to determine which of the following will be required in your case.

(Circle one - If no letter is circled a "D" list will be prepared.)

- A. Direct Abutters - Direct Abutters to Parcel and Roadway Being Improved**  
This list contains direct abutters only. Properties across public right-of-ways or paper streets, which have not been discontinued, are not included. (This list should include direct abutters to the roadway being improved if road construction is involved.)
- B. Abutters Within 100 Feet**  
This list contains all abutters within 100 feet of the parcel, notwithstanding public or private streets or ways, municipal borders or bodies of water.
- C. Abutter to Abutter Within 300 Feet**  
This list contains abutters to direct abutters within 300 feet of the parcel. If there is more than one abutter between the subject parcel and the abutting property within 300 feet the owner will not be notified.
- D. All Property Owners Within 300 Feet (Cell Towers - All Property Within 500 Feet)**  
This list contains all properties within 300 feet of the subject parcel. Abutters to abutter restrictions do not apply.

9 parcels - 1 Applicant - 2 Duplicates } 8 total.


Assessor's Signature John B. Speidel Date Jan 8, 2025 Amount \$16.00

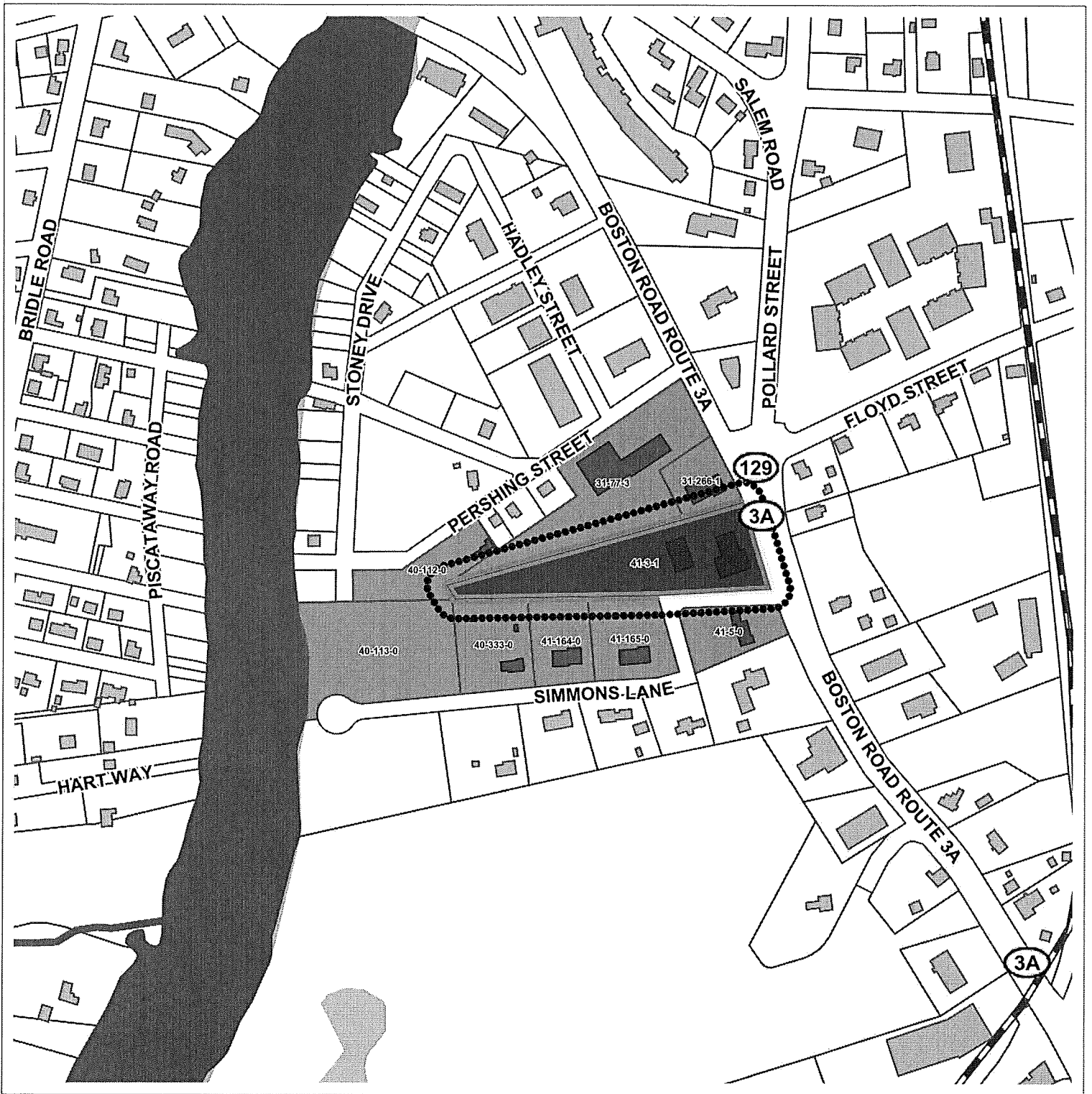


PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE
31-266-1	309 BOSTON RD	JMA PROPERTIES LLC		26 SCHOOL HOUSE LANE		BILLERICA	MA	01821
31-77-3	305 BOSTON RD	CAR REAL ESTATE LLC		14 CHATHAM LANE		WALTHAM	MA	02452
40-112-0	16 PERSHING ST	MCDONOUGH ANDREW P		16 PERSHING ST		N BILLERICA	MA	01862-2609
40-113-0	SIMMONS LN	TOWN OF BILLERICA CONSERVATION		365 BOSTON RD		BILLERICA	MA	01821
40-333-0	5 SIMMONS LN	KIST THOMAS	KIST MARCELLA	5 SIMMONS LN		N BILLERICA	MA	01862-2612
41-164-0	3 SIMMONS LN	SWIFT DAVID J	SWIFT PATRICIA A	3 SIMMONS LN		N BILLERICA	MA	01862
41-165-0	1 SIMMONS LN	LEONARD SHAWN M		1 SIMMONS LANE		N BILLERICA	MA	01862-2612
41-3-1	313 BOSTON RD	313 BOSTON ROAD REALTY LLC		313 BOSTON RD		N BILLERICA	MA	01862-2621
41-5-0	315 BOSTON RD	315 BOSTON REALTY LLC		45 DERBY ST		CONCORD	MA	01742

DISCLAIMER: This list is certified based upon records held in this department as of the date on the abutter's list. It was completed to the best of our ability based upon the information we have available. We do not certify the accuracy of this list per se, only the names and addresses listed on it. In most cases, public disclosure of the hearing pertaining to this list is required and published in the local newspaper. Every effort has been taken to insure proper notification.

The Board of Assessors certifies the accuracy of the names and addresses on this list based upon our current records.



  
 John B. Speidel  
 Chief Assessor  
 January 8, 2025

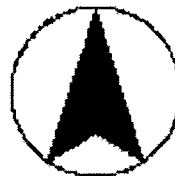


Abutters map for parcel 41-3-1 using direct abutters

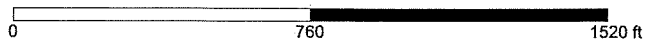
Printed on 01/08/2025 at 03:42 PM

Legend

-  Parcel Boundary Selection
-  Parcel Boundary



The data shown on this site are provided for informational and planning purposes only. The town and its consultants are not responsible for the misuse or



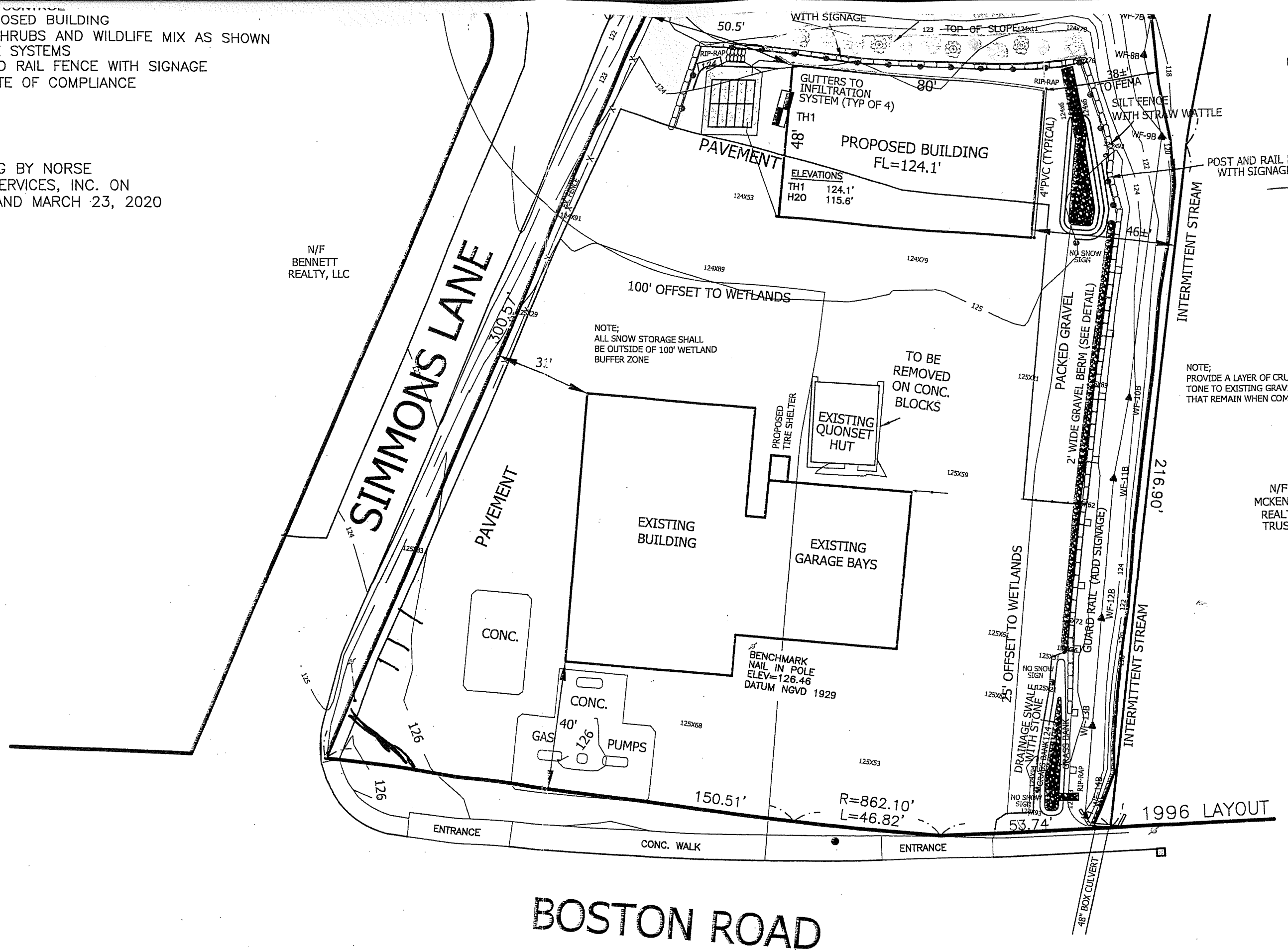
1. INSTALL EROSION CONTROL
2. CONSTRUCT PROPOSED BUILDING
3. INSTALL TREES, SHRUBS AND WILDLIFE MIX AS SHOWN
4. INSTALL DRAINAGE SYSTEMS
5. INSTALL POST AND RAIL FENCE WITH SIGNAGE
6. OBTAIN CERTIFICATE OF COMPLIANCE

WETLAND FLAGGING BY NORSE ENVIRONMENTAL SERVICES, INC. ON APRIL 23, 2019 AND MARCH 23, 2020

N/F BENNETT REALTY, LLC

N/F CAR REAL ESTATE LL

N/F MCKENZIE REALTY TRUST



BOSTON ROAD



**OFFICE OF THE TOWN CLERK**

**TOWN HALL, ROOM 101  
365 BOSTON ROAD  
BILLERICA, MA 01821  
978-671-0924**

**Donna J. McCoy, CMC**  
Town Clerk  
Certified Municipal Clerk

July 2025

Jillian Pavidis  
Billerica Select Board  
Town Hall  
Billerica, MA 01821

RE: Election Workers for FY 26

Dear Jillian,

I respectfully request that you appoing the attached list of Precinct Officers for the twelve polling locations for Fiscal Year 2026 along with the Town Meeting Checkers for the same period.

Mass General Laws, Chapter 54, Section 12 states that the appointments shall be made by the Select Board "not earlier than July fifteenth (15<sup>th</sup>) and not later than August fifteenth (15<sup>th</sup>).

Should you have any questions, do not hesitate to contact me.

Sincerely,

Donna J McCoy, CMC  
Town Clerk

DJM  
Enc.

## **ELECTION WORKERS – FY 2026**

### **PRECINCT ONE – PARKER SCHOOL**

R-Thomas Mandile, WARDEN, 380 Boston Road	01821	978-667-2365
D-John Coyne, CLERK, 45 Burnham Road	01862	978-667-4539
U-Beryl Rodewald, DEP. WARDEN, 78 Wyman Road	01821	978-667-3716
U-Virginia Penrose, DEP. CLERK, 11 Cedarwood Road	01821	978-667-7753
U-Carolyn Signoretti, DEP. INSPECTOR, 16 River St. Apt 1F	01821	978-408-8503
U-Leonard W. Penrose, INSPECTOR, 11 Cedarwood Road	01821	978-667-7753
U-Roy Schafer, INSPECTOR, 44 Call Street	01862	978-663-6331
U-Jean Egan, INSPECTOR, 17 Ravine Road	01821	978-808-8562

## **ELECTION WORKERS – FY 26**

### **PRECINCT TWO - HAJJAR SCHOOL**

U-Tina Ryan, WARDEN, 42 Oakwood Avenue	01821	978-667-6313
U-Oren Hunt Jr., CLERK, 28 Gray Street	01821	978-667-7248
D-Nancy Sullivan, DEP. WARDEN, 117 Nashua Road	01862	978-663-8701
U-Anika Ryan, DEP. CLERK, 42 Oakwood Avenue	01821	978-667-6313
U-James Sullivan, DEP. INSPECTOR, 117 Nashua Road	01821	978-944-1632
U-Teresa Viera, INSPECTOR, 11 Roberts Road	01821	978-987-3326
U-Dean Souza, 26 Maverick Circle	01821	978-758-2879
U-Antonio Gulia, INSPECTOR, 4 Marriott Place	01821	978-408-7289

## **ELECTION WORKERS – FY 26**

### **PRECINCT THREE – DITSON SCHOOL**

R-Guillermo I. Perez, WARDEN, 13 Pinehurst Avenue	01821	978-729-0834
U-Carol Leibovitz, CLERK, 476 Boston Road, #204	01821	617-448-8172
U-Teresa Bova, DEP. WARDEN, 31 Sheridan Street	01821	978-667-6623
U-Marie Traverse-DEP CLERK, 476 Boston Rd, Apt. 204	01821	978-667-5864
U-Alan Perez, INSPECTOR, 13 Pinehurst Ave	01821	978-408-6625
R-Donna Ricarte, INSPECTOR, 21 Grove Street	01821	978-663-4043
U-Vince Ann Piasecki, INSPECTOR, P O Box 154, Pinehurst, MA	01866	339-206-7909
R-Dorothy L. Ventresca, DEP. CLERK, 10 Francesca Way	01821	978-667-3785

**ELECTION WORKERS – FY 26**

**PRECINCT FOUR – MARSHALL MIDDLE SCHOOL**

U-Mary K. McBride, WARDEN, 12 Bolton Road, P.O. 518	01865	508-380-9607
D-Carol Williams, CLERK, 10 Aynsley Circle	01821	978-667-8414
U-Linda Cirurso, DEP. WARDEN, 4 Lampson Lane	01821	978-663-9515
U-William Collins, DEP. CLERK, 159 Allen Road, #2	01821	978-667-4019
D-Elizabeth Gottman-Hanrahan, DEP. INSPECTOR, 28 Moran Road	01821	508-245-1276
D-Whitney Brougher, DEP. INSPECTOR, 10 Moran Road	01821	339-222-9512
U-Kathleen Donati, INSPECTOR, 159 Allen Road, #9	01821	978-667-4457
U-Patricia Lavertue, INSPECTOR 46 Bridle Road	01821	617-448-8343

**ELECTION WORKERS – FY 26**

**PRECINCT FIVE – KENNEDY SCHOOL**

D-Peter Vines, WARDEN, 14 Primrose Road	01821	978-590-6206
U-Michael Anastasia, CLERK, 15 Eskimo Way	01821	401-252-1414
U-Susan St. Cyr, DEP. WARDEN, 5 Skyline Drive	01821	978-663-3610
U-Erin Leong, DEP. Clerk, 47 Gilman Road	01821	413-695-8844
U-Stephen Norman, 2 Gatecliff Street	01821	978-857-5095
D-Lawrence Norman, DEP. INSPECTOR, 12 Shelburne Avenue	01821	978-667-3165
D-Jane Nolan, INSPECTOR, 58 Tercentennial Drive	01821	508-662-1528
R-Richard E. Newcomb, INSPECTOR, 46 Liberty Drive	01821	978-828-1455
U-Paul Komulainen, 43A Ossamequin Road		

**ELECTION WORKERS – FY 26**

**PRECINCT SIX – DUTILE SCHOOL**

D-Lolitheia Thompson, WARDEN, 6 Woodlawn Avenue	01821	978-667-1459
U-Cynthia Rich, CLERK, 23 Hilltop Road	01821	978-663-3555
R-Bruce Alger, DEP. WARDEN, 57 Rio Vista Street	01862	978-790-9365
U-Susan Kinney, DEP. CLERK, 10 Rio Vista Street	01862	978-663-4619
R-Lillian T. Arsenaault, DEP. INSPECTOR, 2 Hawks Ridge Road	01862	978-667-9510
U-Elizabeth Coyne, DEP. INSPECTOR, 45 Burnham Road	01862	978-667-4539
U-Sandra Silverio, INSPECTOR, 3 Earle Road	01862	978-667-0962
U-Marilyn Yavanian, INSPECTOR, 39 Pratt Street	01821	508-572-3764
U-Janet Habeshian, INSPECTOR, 5 Earle Road	01821	978-663-2457

**ELECTION WORKERS – FY 26**

**PRECINCT SEVEN – PARKER SCHOOL**

U-Barbara Doherty, WARDEN, 24 Whittier Road	01821	978-667-6207
D-Martin LaCarbonara, CLERK, 159 Allen Road, #56	01821	781-935-7418
U-Sarah Nahrmann, DEP. WARDEN, 319 Nashua Road	01862	978-803-6005
U-Barry Andreasen, DEP. CLERK, 8 Silversmith Way	01821	978-886-7588
D-Gloria Collins, DEP. INSPECTOR, 159 Allen Road, #2	01821	978-667-4019
U-Maureen O'Donoghue-Sack, DEP. INSPECTOR, 42 Pond Ln. Ext.	01821	978-407-9594
U-Charlotte A. Keen, INSPECTOR, 89 Marshall Street	01821	978-362-1048
U-Carol Rosa, INSPECTOR, 128 Partridge Road	01821	978-987-8183

**ELECTION WORKERS – FY 26**

**PRECINCT EIGHT – HAJJAR SCHOOL**

R-Alec Ingraham, WARDEN, 48 Mt. Pleasant Street	01862	978-663-2928
D-Maureen Conway, CLERK, 18 Hampstead Avenue	01862	978-663-2456
U-Nancy Ingram, DEP. CLERK, 34 Chatham Road	01821	978-663-2061
D-Lynne Cloutier, DEP. INSPECTOR, 37 Pinedale Avenue	01821	978-667-4233
U-Patricia Battcock, INSPECTOR, 235 Allen Road	01821	987-857-0281
D-Angela Horrigan, INSPECTOR, 37 Oak Street	01862	978-667-3747
U-Nancy Cottreau, INSPECTOR, 81 Salem Road	01821	978-667-1603
U-James Knight, INSPECTOR, 4 Poe Road	01821	978-476-7932

**ELECTION WORKERS – FY 26**

**PRECINCT NINE – DITSON SCHOOL**

U-A. Kathleen Revane, WARDEN, 113A Bridle Road	01821	978-663-6149
U-T. Josephine Leary, CLERK, 6 Winsor Road	01821	978-270-4509
U-Nancy McIntosh, DEP. WARDEN, 20 Fawn Lane	01821	978-987-6901
U-Arlene O'Brien, DEP. CLERK, 18 Weathervane Lane	01821	978-798-2528
R-Dorry Mosher, DEP. INSPECTOR, 40 School House Lane	01821	978-479-1457
U-Gina Xavier, DEP. INSPECTOR, 29 Handel Road	01821	978-302-5987
D-Jacob McIntosh, INSPECTOR, 20 Fawn Lane	01821	339-234-3050
D-James Verrengia, INSPECTOR, 7 Crown Street	01821	857-350-0631
U-Patricia Ellegood, INSPECTOR, 1 Nealley Street	01821	978-663-7079

**ELECTION WORKERS – FY 26**

**PRECINCT TEN – KENNEDY SCHOOL**

D-Marie Blanchette, WARDEN, 17 Angela Lane	01821	978-663-6202
U-Linda Little, CLERK, 77 Concord Road	01821	978-604-2272
U-Judith Krochune, DEP. CLERK, 2 Manning Road	01821	978-987-9579
U-Karen Greeley, DEP. INSPECTOR, 4 Donald Road	01821	978-367-9192
U-Stephanie Norman, DEP. INSPECTOR, 2 Gatecliff Street	01821	978-273-0251
U-Edward Martel, INSPECTOR, 234 Allen Road	01821	781-858-3939
R-Dorothy Newcomb, INSPECTOR, 46 Liberty Drive	01821	978-663-9005
U- Paul Komulainen, INSPECTOR, 43A Ossamequinn Rd	01821	978-930-6785

**ELECTION WORKERS – FY 26**

**PRECINCT ELEVEN – DUTILE SCHOOL**

U-Sandra Giroux, WARDEN, 21 Horman Road	01821	978-621-1112
U-Dennis Little, CLERK, 77 Concord Road	01821	978-667-1592
U-Barbara Reidy, DEP. WARDEN, 10 Maplewood Avenue	01821	978-621-8928
U-Sharon Ferris, DEP. CLERK, 128 Bridle Road	01821	978-372-0842
U-Sue Aker, INSPECTOR, 37 Woodlawn Avenue	01821	978-821-7710
U-Carole McKenna, INSPECTOR, 17 Mohawk Drive	01821	978-663-3665
U-Jack McKenna, INSPECTOR, 17 Mohawk Drive	01821	978-663-3665
U-Joseph Goodwin, INSPECTOR, 80 Bridle Road	01821	978-987-2784

**ELECTION WORKERS – FY 26**

**PRECINCT TWELVE – MARSHALL MIDDLE SCHOOL**

U- Kristen Simonini, WARDEN, 2 Dignon Road	01821	508-423-1999
D-Joanne Gagliardi, CLERK, 2 Whiting Street	01821	978-667-5392
U-Eileen Walsh, DEP. WARDEN, 32 Lowell Street	01862	978-294-8969
D-David Gagliardi, DEP. INSPECTOR, 2 Whiting Street	01821	978-667-5392
U-Ernest Campbell, INSPECTOR, 6 Hayden Road	01862	978-888-1161
U-Donna Walsh, INSPECTOR, 15 Marlyn Road	01821	978-667-0215
U-Joan Mitza, INSPECTOR, 16 Pages Court	01821	978-667-7655
R-Sean Simonini, DEP. INSPECTOR, 32 Lowell Street	01821	978-729-7516

**TOWN MEETING CHECKERS**

Trisha Lott - Gillian Menezes - Joyce MacMillan - Dawn Scully Green





**Department of Public Works – Engineering Division**

Town Hall, 365 Boston Road, Billerica, Massachusetts 01821  
PH: (978) 671-1300

Frederick Russell, PE, Director  
Kelley Conway PE, Town Engineer

**MEMORANDUM**

---

To: Christopher Dillon

From: Kelley Conway

Date: July 14, 2025

Re: Approve and Adopt the Order of Taking for the Yankee Doodle Bike Path Project

---

The motion for the Board to adopt the Order of Taking and award damages is as follows:

MOVED: To adopt the Order of Taking presented to the Board on this date for the purpose of acquiring interests in lands abutting the Yankee Doodle Bike Path Project to allow the Town to carry out the Project, and to award damages for such taking in the amounts and to the persons as set forth in the Schedule B attached to the Order.

Please have the Board execute both the originals after their .

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

TOWN OF BILLERICA

ORDER OF TAKING

At a regularly convened meeting of the SELECT BOARD of the TOWN OF BILLERICA, held this 14<sup>th</sup> day of July 2025, it was voted and ordered as follows:

The SELECT BOARD of the TOWN OF BILLERICA, duly elected, qualified, and acting on behalf of the Town, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 14, Chapter 79, and the vote under Article 19 of the Annual Spring Town Meeting of the Town of Billerica, and of any and every other power and authority which is hereunto in any way enabling, does hereby take, on behalf of the Town, the following interests over, in, through, under and upon certain lands lying within or abutting the Yankee Doodle Bike Path in the Town of Billerica, Massachusetts, in the locations shown on a plan entitled: “Plan and Profile of Yankee Doodle Path in the Town of Billerica Middlesex County Preliminary Right of Way Plans,” dated July 9, 2025, prepared by VHB (the “Plan”), recorded herewith, as set forth more particularly below:

A. Temporary Easements

a. Temporary Easements.

Temporary easements for construction purposes, such purposes to include, without limitation: grading; slope shaping and restoration; excavation support; clearing and grubbing; tree protection, trimming, and planting; loam and seeding, removal of trees and shrubs, and other landscaping; construction access; erosion control measures; construction, relocation and replacement of drainage facilities, driveways, sidewalks, curbs, fences, decorative or retaining

walls, signs, and guardrails, and all such other work as is necessary to enable, support, survey, construct, inspect, and complete trail and related improvements upon and within the abutting public ways and permanent easement premises described herein, including entry by foot, vehicle, and heavy equipment for all purposes stated herein and uses incidental thereto, over, in, through, under and upon each of those separate parcels of land shown on the Plan as Parcels TE-21, TE-22, TE-23, TE-24, TE-25, TE-153, TE-154, TE-30, TE-31, TE-178, TE-28, TE-29, TE-105, TE-37, TE-106, TE-51, TE-52, TE-53, TE-149, TE-55, TE-58, TE-69, TE-70, TE-159, TE-113, TE-174, TE-71, TE-136, TE-72, TE-140, TE-73, TE-138, TE-141, TE-74, TE-75, TE-151, TE-152, TE-76, TE-78, TE-83, TE-84, TE-79, TE-80, TE-82, TE-139, TE-86, TE-85, TE-114, TE-115, TE-116, TE-117, TE-89, TE-118, TE-119, TE-90, TE-144, TE-145, TE-120, TE-121, TE-92, TE-143, TE-180, TE-94, TE-160, TE-95, TE-142, TE-161, TE-96, TE-162, TE-97, TE-98, TE-99, TE-122, and TE-146, and further referenced in “Schedule A” herein.

These temporary easements shall expire five (5) years from the date this Order is recorded, provided that the completed grades and slopes in such easement premises shall be maintained in perpetuity.

b. Temporary Wetland Replication Easement.

A temporary easement for the purpose of wetlands replication and compensatory flood storage, including such actions as may be required to effectuate the easement purposes, including the removal of vegetation and improvements, clearing and grubbing, loaming and seeding, and carrying out environmental protection measures, including entry by foot, vehicle, and heavy equipment for all purposes stated herein and uses incidental thereto, over, under, in, through, and

upon the land on that parcel of land shown on the Plan as Parcel TWLR-17 and further referenced in “Schedule A” herein.

This temporary easement shall expire ten (10) years from the date this Order is recorded, provided that the completed grades and slopes in such easement premises shall be maintained in perpetuity.

#### B. Permanent Easements

##### a. Permanent Trail Easements.

Permanent and non-exclusive rights and easements in, on, over and under each of those separate parcels of land shown on the Plan as Parcels E-12, E-15, E-72, E-16, E-17, E-58, E-20, E-22, E-19, E-23, E-28, E-29, E-30, E-52, E-31, E-53, E-32, E-33, E-54, E-34, E-55, E-56, E-35, E-36, E-70, E-40, E-37, E-38, E-71, E-39, E-50, E-69, E-57, E-44, E-59, E-60, and E-61, and further referenced in “Schedule A” herein (collectively, the “Trail Easement Premises”). Said easements are taken for the purpose of locating, constructing, installing, maintaining, repairing, reconstructing, connecting to adjacent ways and facilities, and forever using and enjoying, and allowing for public use and enjoyment thereof, a trail and way for pedestrian and non-motorized transportation and recreation and all uses and improvements incidental and ancillary thereto, including, without limitation, trails, pathways, ramps, walkways, sidewalks, landscaping, benches, utilities, drainage, fences, guardrails, reinforced earth slopes, bridges, support or retaining walls, signs, and similar appurtenances, of any suitable materials, and the right to grade and alter the elevation and contours of the land and to construct slopes.

The prohibition of motorized use shall not preclude the use of motorized wheelchairs and

similar devices by handicapped persons, access by emergency vehicles, and the right of entry upon and passage over the Trail Easement Premises by the Town and/or its agents, employees, contractors, subcontractors, representatives and/or designees from time to time by foot and motor vehicles as necessary or convenient for the construction and maintenance of the Trail Easement Premises and to carry out such other purposes set forth herein.

b. Permanent Drainage Easements.

Permanent and non-exclusive rights and easements in, on, over and under each of those separate parcels of land shown on the Plan as Parcels D-36, D-37, D-38, D-49, D-50, D-51, D-39, D-40, D-52, D-41, D-48, D-54, D-42, D-55, D-53, D-56, and D-58, and further referenced in “Schedule A” herein (collectively, the “Drainage Easement Premises”). Said easements are taken for the purpose of constructing, installing, inspecting, operating, maintaining, repairing, removing, replacing, relocating, and abandoning in place any and all stormwater drain or drains, drainage swales, detention or retention basins, and any manholes, pipes, catch basins, conduits, culverts, channels, and other related structures and/or facilities for the drainage of stormwater, whatever its origin, and to take any and all steps to facilitate, maintain and ensure the proper drainage of stormwater, and to flow such stormwater onto the Easement Premises. Except for the alterations and/or improvements permitted hereunder, the Town shall, upon the completion of the work, restore the Drainage Easement Premises to their condition prior to the Town’s disturbance thereof, as closely as practicable.

The Town shall have the right to enter upon and pass over the Drainage Easement Premises from time to time, by foot, vehicle, or heavy equipment, for all any and all purposes stated herein and uses necessary or incidental thereto, including, without limitation, using and

temporarily storing, as needed, construction equipment, materials or other incidental items within the Drainage Easement Premises for the purposes set forth herein. No permanent or temporary buildings, structures or other objects shall be constructed, installed, or placed upon the Easement Premises by the Owners that might interfere with the use of the Drainage Easement Premises.

The taking includes the right of the Town to remove any buildings, structures, objects, utilities and/or vegetation (including trees and shrubs) now or hereafter located within the Drainage Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder and/or for the purposes set forth herein, and the Town shall have no obligation to replace the same if constructed, installed or placed within the Easement Premises in violation of the terms hereof. Utilities and related facilities located within the Drainage Easement Premises owned by private utility companies and easements held by private utility companies are not taken.

c. Permanent Public Utility Easements

Perpetual easements for all purposes incidental to the construction and maintenance of facilities for the transmission of power, intelligence, communications, water, sewer, or any other utility, which purposes shall include, without limitation, surveying, constructing, inspecting, using, maintaining, repairing, relocating, replacing, removing or abandoning in place, pipes, underground conduits, overhead utilities, cables, wires, transformers, meters, cabinets, poles with anchors, braces, guys, and guy wires, and related appurtenances, together with the right to trim or remove such vegetation and prohibit the construction of any building or structure within the easement premises as may interfere with the efficient and safe operation of said utilities, and to take such actions as may be required to effectuate the easement purposes, including the removal

of vegetation and improvements, clearing and grubbing, loaming and seeding, driveway, roadway, and sidewalk reconstruction, and carrying out environmental protection measures, over, in, through, under, and upon each of those separate parcels of land shown on the Plan as Parcels PUE-7 and PUE-5 and further referenced in “Schedule A” herein. The easements taken herein shall include the right to place utility lines and related appurtenances both underground and overhead. The Town may assign this easement or authorize use of this easement by any utility company.

d. Floodplain Easements

Permanent and non-exclusive rights and easements in, on, over and under each of those separate parcels of land shown on the Plan as Parcels FP-4 and FP-9 and further referenced in “Schedule A” (collectively, the “Permanent Floodplain Easement Premises”). Said easements are taken for the purpose of access, inspections, maintenance, protection and conservation of floodplain areas.

e. Slope Easement

A perpetual easement for all purposes incidental to constructing and maintaining the slope of the land within the easement premises to support and otherwise provide for the use and maintenance of the adjacent public roadway, trail and related structures, which purposes shall include, without limitation, slope shaping and restoration, clearing and grubbing, loam and seeding and replacement of trees and other vegetation, erosion control measures, and the construction and maintenance of reinforced earth slope, modified rockfill slope and retaining walls; together with all uses incidental thereto, over, in, through, under, and upon that parcel of land shown on the Plan as Parcel S-3 and further referenced in “Schedule A” herein.

The lands affected by the herein taking are owned or supposedly owned by the owners listed in **Schedule A**, attached hereto and incorporated within. If in any instance the name of any owner is not correctly stated in **Schedule A**, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the Town. If property encumbered by the rights taken herein is determined to be owned by the Town, this taking shall act as a confirmatory taking of such rights.

Certain owners listed in Schedule A have waived damages and a right of appraisal of said damages, and we therefore award no damages to those persons for the herein taking. In accordance with the provision of General Laws, Chapter 79, Section 6, we hereby award to those remaining owners listed in **Schedule A** those damages sustained by such owners in their property by reason of the aforesaid takings, the amount of such awards being set out in **Schedule B** which is incorporated herein by reference but will not be recorded. We have determined that no other persons will sustain damages in their property by reason of the herein taking, all in accordance with the provisions of M.G.L., Chapter 79, Section 6, as amended, and award no further damages in accordance with this determination.

Betterments are not to be assessed under this taking.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, we, the duly elected and qualified Select Board of the Town of Billerica have hereunto set our hands and seal this 14<sup>th</sup> day of July 2025.

Town of Billerica,  
By its Select Board,

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Jillian Pavidis, Chair

---

John Burrows, Vice-Chair

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Daniel Darris-O'Connor, Secretary

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Michael S. Rosa, Member

---

Dina Favreau, Member

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS \_\_\_\_\_, 2025

Then personally appeared the above-named Jillian Pavidis, John Burrows, Daniel Darris-O'Connor, Michael S. Rosa, and Dina Favreau, as members of the Select Board of the Town of Billerica aforesaid, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the foregoing instrument in my presence, and further acknowledged the foregoing instrument to be their free act and deed as members of the Town of Billerica Select Board, before me.

Notary Public

My Commission Expires:

## SCHEDULE A

<b><u>Parcel</u></b>	<b><u>Area</u> <u>±s.f.</u></b>	<b><u>Property Address</u></b>	<b><u>Supposed Owner</u></b>	<b><u>Deed</u> <u>Book/Page</u> <u>or LC</u> <u>Certificate</u></b>
E-12	1,878	161 Concord Road	Berkeley Concord RD Owner, LLC	37031/199
PUE-7	340			
E-15	301	401 Middlesex Turnpike	Ricardo Verissimo dos Reis & Daniela de Sousa Teixeira	34351/129
E-72	558			
TE-21	605			
E-16	11,888	2 Federal Street	Rexpar Property LLC	28863/237
TE-22	8,402			
TE-23	7,250			
E-17	6,124	4 Federal Street	Onnuri Mission Alliance	38870/208
TE-24	3,631			
TE-25	3,828			
E-58	7,591	Federal Street	William J. Callahan, Jr, and John. J. Callahan, Trustees of the Meadowbrook Realty Trust	38986/143
TE-153	1,274			
TE-154	2,260			
E-20	6,218	Rear Middlesex TPK	William J. Callahan and William J. Callahan, Jr., Trustees of the Fields Realty Trust	2673/612
E-22	8,876			
TE-30	5,277			
TE-31	4,660			
TE-178	1,349			
E-19	23,175	8 Federal Street	Rhino 8 Federal LLC	37054/103
FP-4	1,595			
TE-28	10,405			
TE-29	9,554			
E-23	55,089	Rear Middlesex TPK	Town of Billerica – C/O Conservation Commission	3851-267
PUE-5	104			
TE-105	45	429 Middlesex TPK	William P. Mclean & Deborah A. Mclean	4678/122
TE-37	1,846	437 Middlesex TPK	John P. McCurdy & Patricia A. McCurdy	9191/157
TE-106	139	439 Middlesex TPK	Louis Ferrari and Carolyn Jasiul Ferrari, Trustees of Ferrari Realty Trust	7406/66
TE-51	716	21 Hattie Lane	Kevin G. Clark	36492/253
TE-52	1,415	25 Hattie Lane	Phillip T. Laska & Christine M. Laska	7265/49
TE-53	537	27 Hattie Lane	Sigismondo Angelo & Debra A. Angelo	7234/276
TE-149	389	29 Hattie Lane	Raymond E. Hinxman, III & Michelle E. Hinxman, Hinxman Family 2025 Trust	39072/123

## SCHEDULE A

TE-55	1,247	31 Hattie Lane	Christine Marie Kemp	16419/163
TE-58	1,275	33 Hattie Lane	Robert A. Sears & Haewon Sears	7380/170
FP-9	6,308	Rear Blackwood Avenue	Town of Billerica – C/O Conservation Commission	2285/656
TWLR-17	6,124	Rear Blackwood Avenue	Town of Billerica – C/O Select Board	20230/285
E-28	7,876	1400 Technology Park Drive	E Ink California, LLC, c/o E Ink Corporation	37546/108
E-29	2,723			
D-36	138			
D-37	90			
D-38	99			
D-49	37,546			
D-50	2,131			
TE-69	8,156			
TE-70	2,235			
TE-159	846			
TE-113	550	1100 Technology Park Drive	BAC/JC Tech Park LLC c/o Jumbo Capital	LC45848, 36949/23
TE-174	1,375			
E-30	2,849	1000 Technology Park Drive	E Ink Corporation	37546/88
E-52	7,814			
D-51	5,311			
TE-71	6,947			
TE-136	8,844			
E-31	3,634	880 Technology Park Drive	880 Technology Park Owner, LLC	37440/148
E-53	7,838			
D-39	111			
D-40	112			
D-52	24,355			
TE-72	2,452			
TE-140	10,199			
E-32	990	800 Technology Park Drive	Arturo J. Gutierrez, Norman Traverse, John A. Cataldo and Nassrine Traverse, Trustees of Technology Park Realty Trust I	10302/256
E-33	436			
E-54	4,160			
D-41	257			
TE-73	4,897			
TE-138	532			
TE-141	3,748			

## SCHEDULE A

E-34	822	600 Technology Park Drive	TPD 600 Equity Partners, LLC	36008/40
E-55	2,592			
E-56	422			
D-48	271			
D-54	464			
TE-74	510			
TE-75	1,823			
TE-151	2,431			
TE-152	252			
E-35	181	Technology Park Drive Right of Way	KS Billerica Roadways, LLC c/o KS Partners, LLC	38118/71
TE-76	264			
E-36	1,695			
E-70	315			
TE-78	414			
E-40	7,260			
TE-83	3,660			
TE-84	2,576			
E-37	201			
E-38	534			
TE-79	389			
TE-80	361			
E-71	2,173	Technology Park Drive Right of Way	Technology Park Realty Trust 1	2517/532
E-39	788	700 Technology Park Drive	700 Technology Park FMS LLC	35963/108
E-50	90			
D-42	206			
D-55	31,942			
TE-82	2,576			
TE-139	1,670			
E-69	25	900 Technology Park Drive	Fluid Management Systems Inc	35077/203
D-53	2,936			
D-56	6,206			
TE-86	1,807			
E-57	56	350 Concord Road	Lara Pupim	34277/189
TE-85	1,995			
TE-114	785	354 Concord Road	Patrice I. Ficociello	4936/275
TE-115	385	358 Concord Road	Vicki L. Strang	30086/269
TE-116	545	360 Concord Road	Mary T. Carson Realty Trust	16261/224
TE-117	701	362 Concord Road	Jacira De Jesus Matos	35880/28
S-3	1,764	3 Astrig Way	Michael J. & Lisa M. Kilcoyne	4809/252
TE-89	186			
TE-118	545	364 Concord Road	Daniel J. & Jennifer A. Moriarty	28466/72
TE-119	545	366 Concord Road	Richard E. & Bonnie Jean McLay	4865/219
TE-90	179	1 Astrig Way	Donald E. & Kelly A. Naugler	34647/162
TE-144	62			

## SCHEDULE A

TE-145	69	6 Springs Road	Locust Construction Group, LLC	LC 44051
TE-120	545	368 Concord Road	Amy M Fisher	35668/278
TE-121	423	370 Concord Road	Diana I. Quagliozi	4456/90
E-44	9,856	Rail Road (Spring Street South)	CSX Transportation, Inc. c/o Jessica Braig, Manager – Real Estate Acquisitions	170/15
TE-92	980			
TE-143	5,293			
TE-180	1,679			
E-59	2,119	1 Springs Road	John J. Caporizzo	26754/80
TE-94	881			
TE-160	2,118			
E-60	4,330	3 Springs Road	Alistair W. Wilson	7211/208
TE-95	2,576			
TE-142	121			
TE-161	2,154			
E-61	1,130	374 Concord Road	Janka Moss	39214/218
TE-96	121			
TE-162	1,282			
TE-97	47	7 Springs Road	Carl Dworkin, Trustee of the Carl Dworkin Family Trust	32741/85
TE-98	1,949	11 Springs Road	Frank J. Luciano, III	8574/214
D-58	92	13 Springs Road	DSE Construction Inc.	39174/242
TE-99	1,549			
TE-122	175	388 Concord Road	Jody Paul Peroni	2502/332
TE-146	306	9 Hosmer Way	Hosmer Way Homeowners Association	MSRD 72452/508

## SCHEDULE B

<u>Parcel</u>	<u>Area</u> ±s.f.	<u>Property Address</u>	<u>Supposed Owner</u>	<u>Deed</u> <u>Book/Page</u> <u>or LC</u> <u>Certificate</u>	<u>Mortgagee</u>	<u>Mortgagee</u> <u>Book/Page</u> <u>or LC</u> <u>Certificate</u>	<u>Damages</u> <u>Awarded</u>																																																																																																
E-12	1,878	161 Concord Road	Berkeley Concord RD Owner, LLC	37031/199	BayCoast Bank	37031/207	\$1,100.00																																																																																																
PUE-7	340							E-15	301	401 Middlesex Turnpike	Ricardo Verissimo dos Reis & Daniela de Sousa Teixeira	34351/129	First National Bank of America	34351/134	\$24,700.00	E-72	558	TE-21	605	E-16	11,888	2 Federal Street	Rexpar Property LLC	28863/237	Santander Bank, N.A.	28863/243	\$238,200.00	TE-22	8,402	TE-23	7,250	E-17	6,124	4 Federal Street	Onnuri Mission Alliance	38870/208	Cambridge Savings Bank	38870/211	\$118,100.00	TE-24	3,631	TE-25	3,828	E-58	7,591	Federal Street	William J. Callahan, Jr, and John. J. Callahan, Trustees of the Meadowbrook Realty Trust	38986/143			\$3,500.00	TE-153	1,274	TE-154	2,260	E-20	6,218	Rear Middlesex TPK	William J. Callahan and William J. Callahan, Jr., Trustees of the Fields Realty Trust	2673/612			\$5,750.00	E-22	8,876	TE-30	5,277	TE-31	4,660	TE-178	1,349	E-19	23,175	8 Federal Street	Rhino 8 Federal LLC	37054/103	Cambridge Savings Bank	37054/110	\$71,100.00	FP-4	1,595	Bank of New England	35174/75	TE-28	10,405			TE-29	9,554			E-23	55,089	Rear Middlesex TPK	Town of Billerica – C/O Conservation Commission	3851-267				PUE-5	104	TE-105	45
E-15	301	401 Middlesex Turnpike	Ricardo Verissimo dos Reis & Daniela de Sousa Teixeira	34351/129	First National Bank of America	34351/134	\$24,700.00																																																																																																
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E-17	6,124	4 Federal Street	Onnuri Mission Alliance	38870/208	Cambridge Savings Bank	38870/211	\$118,100.00																																																																																																
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E-58	7,591	Federal Street	William J. Callahan, Jr, and John. J. Callahan, Trustees of the Meadowbrook Realty Trust	38986/143			\$3,500.00																																																																																																
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E-19	23,175	8 Federal Street	Rhino 8 Federal LLC	37054/103	Cambridge Savings Bank	37054/110	\$71,100.00																																																																																																
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PUE-5	104																																																																																																						
TE-105	45	429 Middlesex TPK	William P. Mclean & Deborah A. Mclean	4678/122	Bank of America, N.A.	38550/238	\$500.00																																																																																																

## SCHEDULE B

TE-37	1,846	437 Middlesex TPK	John P. McCurdy & Patricia A. McCurdy	9191/157	MERS as Nominee for United Wholesale Mortgage, LLC	36205/16	\$9,300.00
TE-106	139	439 Middlesex TPK	Louis Ferrari and Carolyn Jasiul Ferrari, Trustees of Ferrari Realty Trust	7406/66			\$500.00
TE-51	716	21 Hattie Lane	Kevin G. Clark	36492/253	Citizens Bank, N.A.	31162/259	\$3,300.00
TE-52	1,415	25 Hattie Lane	Phillip T. Laska & Christine M. Laska	7265/49	Bank of America, N.A. MERS as Nominee for Bank of America, N.A	32921/70 26695/1	\$5,400.00
TE-53	537	27 Hattie Lane	Sigismondo Angelo & Debra A. Angelo	7234/276			\$2,800.00
TE-149	389	29 Hattie Lane	Raymond E. Hinxman, III & Michelle E. Hinxman Family 2025 Trust	39072/123	Winchester Cooperative Bank	26181/62	\$2,000.00
TE-55	1,247	31 Hattie Lane	Christine Marie Kemp	16419/163	US Bank Trust National Assoc. Bank of America N.A.	37791/219 25289/143	\$6,400.00
TE-58	1,275	33 Hattie Lane	Robert A. Sears & Haewon Sears	7380/170	Santander Bank, N.A.	28658/196	\$6,100.00
FP-9	6,308	Rear Blackwood Avenue	Town of Billerica – C/O Conservation Commission	2285/656			
TWLR-17	6,124	Rear Blackwood Avenue	Town of Billerica – C/O Select Board	20230/285			

## SCHEDULE B

E-28	7,876	1400 Technology Park Drive	E Ink California, LLC, c/o E Ink Corporation	37546/108			\$100,700.00
E-29	2,723						
D-36	138						
D-37	90						
D-38	99						
D-49	37,546						
D-50	2,131						
TE-69	8,156						
TE-70	2,235						
TE-159	846						
TE-113	550	1100 Technology Park Drive	BAC/JC Tech Park LLC c/o Jumbo Capital	LC45848, 36949/23	Cambridge Savings Bank	LC Doc 315657, 36949/28	\$4,500.00
TE-174	1,375						
E-30	2,849	1000 Technology Park Drive	E Ink Corporation	37546/88			\$127,200.00
E-52	7,814						
D-51	5,311						
TE-71	6,947						
TE-136	8,844						
E-31	3,634	880 Technology Park Drive	880 Technology Park Owner, LLC	37440/148	HarborOne Bank	37440/152	\$110,400.00
E-53	7,838						
D-39	111						
D-40	112						
D-52	24,355						
TE-72	2,452						
TE-140	10,199						
E-32	990	800 Technology Park Drive	Arturo J. Gutierrez, Norman Traverse, John A. Cataldo and Nassrine Traverse, Trustees of Technology Park Realty Trust I	10302/256			\$62,200.00
E-33	436						
E-54	4,160						
D-41	257						
TE-73	4,897						
TE-138	532						
TE-141	3,748						



## SCHEDULE B

E-34	822	600 Technology Park Drive	TPD 600 Equity Partners, LLC	36008/40	Bank of New England	36008/46	\$34,300.00
E-55	2,592						
E-56	422						
D-48	271						
D-54	464						
TE-74	510						
TE-75	1,823						
TE-151	2,431						
TE-152	252						
E-35	181	Technology Park Drive Right of Way	KS Billerica Roadways, LLC c/o KS Partners, LLC	38118/71			\$8,200.00
TE-76	264						
E-36	1,695						
E-70	315						
TE-78	414						
E-40	7,260						
TE-83	3,660						
TE-84	2,576						
E-37	201						
E-38	534						
TE-79	389	Technology Park Drive Right of Way	Technology Park Realty Trust 1	2517/532			\$1,500.00
E-71	2,173						
E-39	788	700 Technology Park Drive	700 Technology Park FMS LLC	35963/108	Leader Bank	35963/113	\$50,100.00
E-50	90						
D-42	206						
D-55	31,942						
TE-82	2,576						
TE-139	1,670						
					Leader Bank	35963/131	

## SCHEDULE B

E-69	25	900 Technology Park Drive	Fluid Management Systems Inc	35077/203	U.S. Small Business Administration	36811/147	\$20,800.00
D-53	2,936						
D-56	6,206						
TE-86	1,807				Bay Colony Development Corp.	35077/232	
					Avidia Bank	35077/208	
E-57	56	350 Concord Road	Lara Pupim	34277/189	PNC Bank, N.A.	34277/193	\$5,300.00
TE-85	1,995						
TE-114	785	354 Concord Road	Patrice I. Ficociello	4936/275	Hanscom Federal Credit Union	23359/89	\$5,700.00
TE-115	385	358 Concord Road	Vicki L. Strang	30086/269	MERS as nominee for Loandepot.com, LLC d/b/a Mortgage Master	30086/272	\$2,300.00
TE-116	545	360 Concord Road	Mary T. Carson Realty Trust	16261/224	Bank of America, N.A.	37110/156	\$4,000.00
TE-117	701	362 Concord Road	Jacira De Jesus Matos	35880/28	MERS as Nominee for Paramount Residential Mortgage Group, Inc.	35880/31	\$5,600.00
S-3	1,764	3 Astrig Way	Michael J. & Lisa M. Kilcoyne	4809/252	MERS as Nominee for Cambridge Savings Bank	33412/85	\$13,200.00
TE-89	186						

## SCHEDULE B

TE-118	545	364 Concord Road	Daniel J. & Jennifer A. Moriarty	28466/72	MERS as Nominee for Stearns Lending, LLC	28466/75	\$4,900.00
TE-119	545	366 Concord Road	Richard E. & Bonnie Jean McLay	4865/219			\$5,400.00
TE-90	179	1 Astrig Way	Donald E. & Kelly A. Naugler	34647/162	MERS as Nominee for Washington Trust Mortgage Company	35529/70	\$800.00
TE-144	62				Citizens Bank, N.A.	37715/56	
TE-145	69	6 Springs Road	Locust Construction Group, LLC	LC 44051	Salem Five Cents Savings Bank	LC Doc 309846	\$500.00
TE-120	545	368 Concord Road	Amy M Fisher	35668/278	MERS as Nominee for Newrez, LLC	35668/281	\$6,600.00
TE-121	423	370 Concord Road	Diana I. Quagliozzi	4456/90			\$5,500.00
E-44	9,856	Rail Road (Spring Street South)	CSX Transportation, Inc. c/o Jessica Braig, Manager – Real Estate Acquisitions	170/15			\$1,450.00
TE-92	980						
TE-143	5,293						
TE-180	1,679						
E-59	2,119	1 Springs Road	John J. Caporizzo	26754/80			\$25,400.00
TE-94	881						
TE-160	2,118						
E-60	4,330	3 Springs Road	Alistair W. Wilson	7211/208	Commerce Bank & Trust Company	24072/51	\$53,900.00
TE-95	2,576						
TE-142	121						
TE-161	2,154						
E-61	1,130	374 Concord Road	Janka Moss	39214/218			\$9,000.00
TE-96	121						
TE-162	1,282						

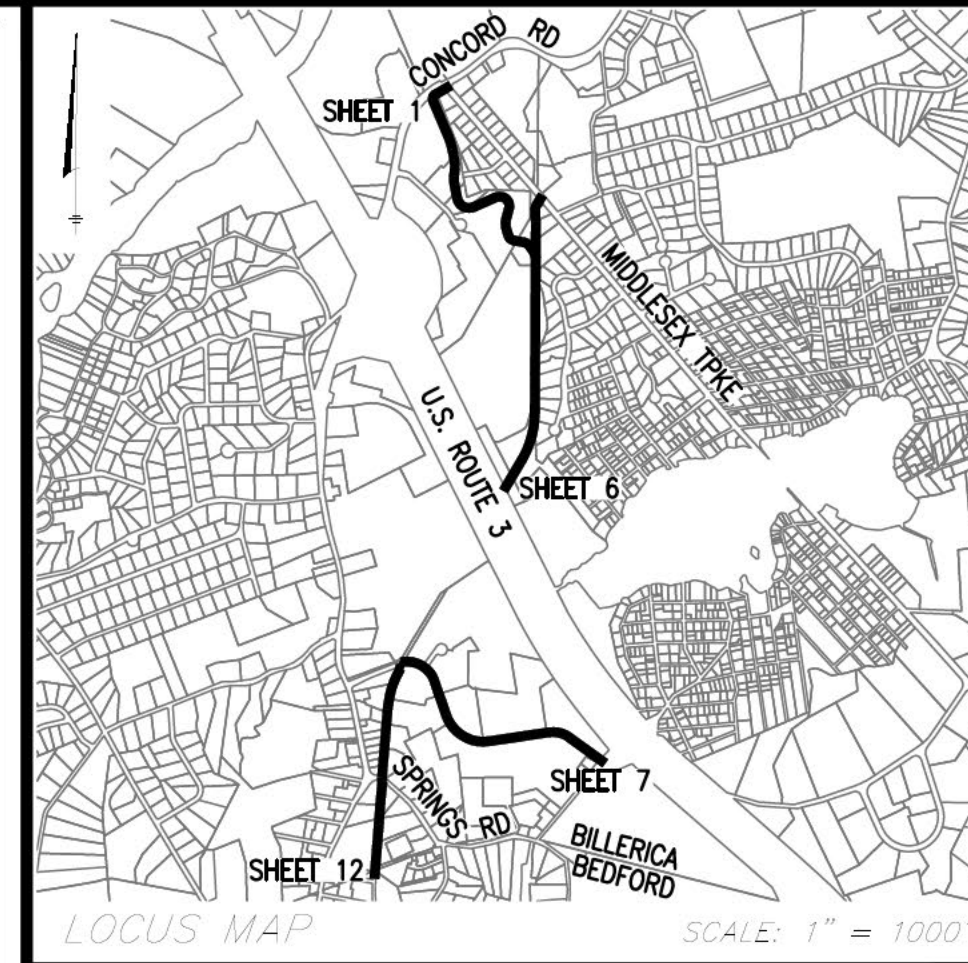
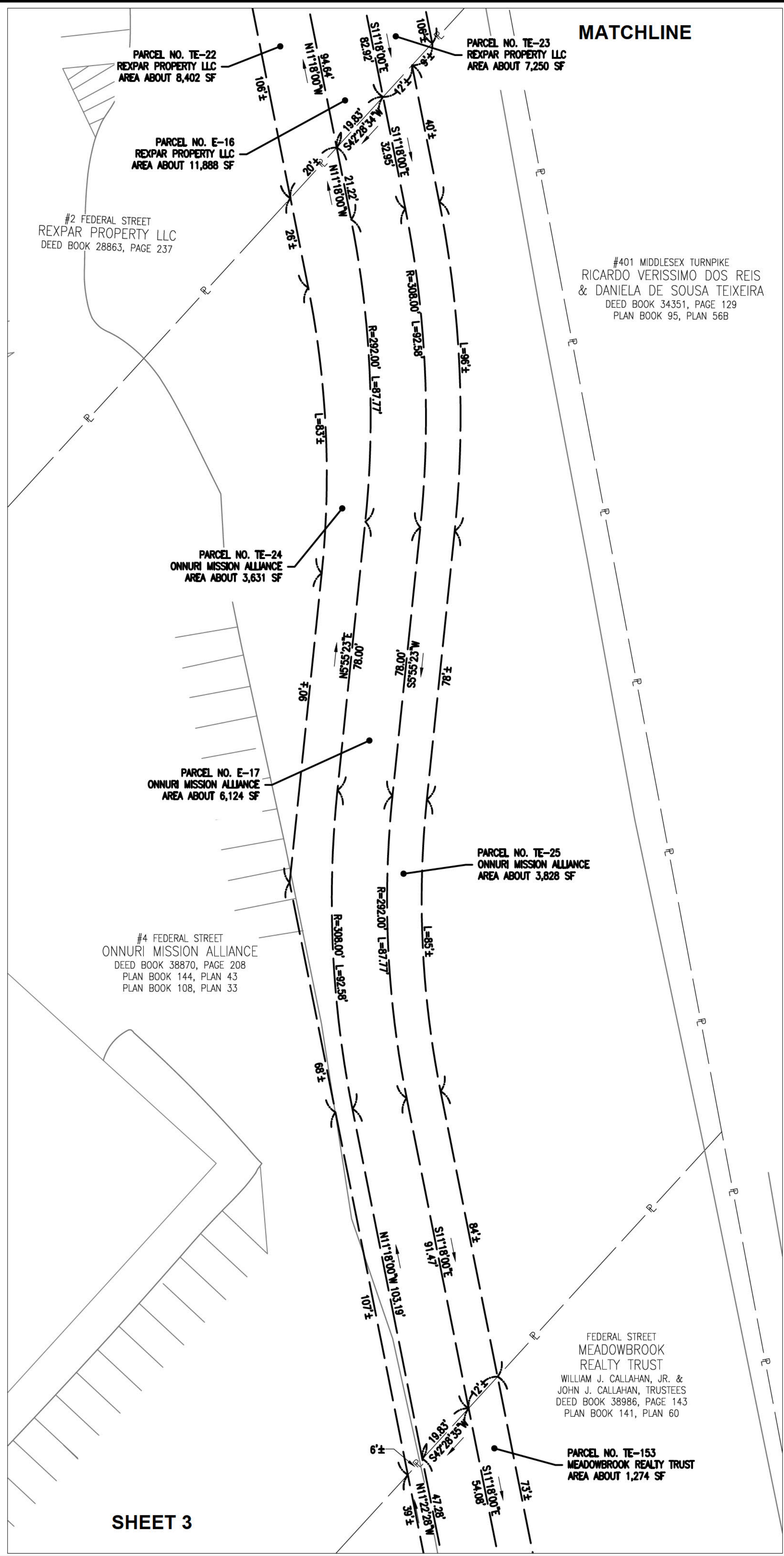
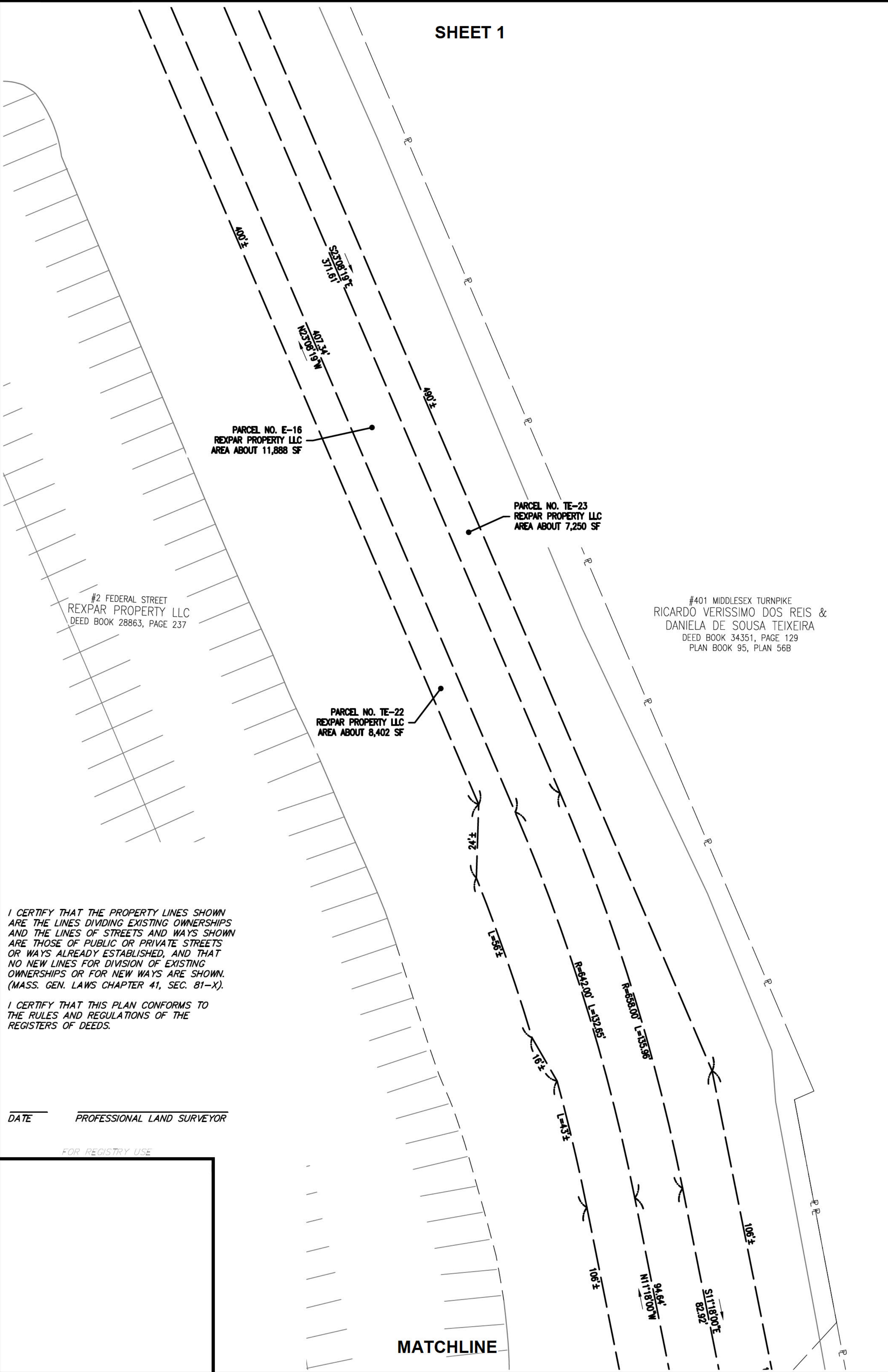
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TE-97	47	7 Springs Road	Carl Dworkin, Trustee of the Carl Dworkin Family Trust	32741/85			\$500.00
TE-98	1,949	11 Springs Road	Frank J. Luciano, III	8574/214			\$7,000.00
D-58	92	13 Springs Road	DSE Construction Inc.	39174/242	Steven A. Ross, Trustee of QS Lending Three Trust	39174/242	\$4,300.00
TE-99	1,549						
TE-122	175	388 Concord Road	Jody Paul Peroni	2502/332	The Bank of Mystic	5554/285	\$500.00
TE-146	306	9 Hosmer Way	Hosmer Way Homeowners Association	MSRD 72452/508			\$500.00

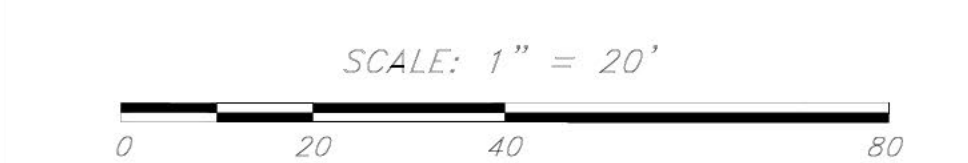
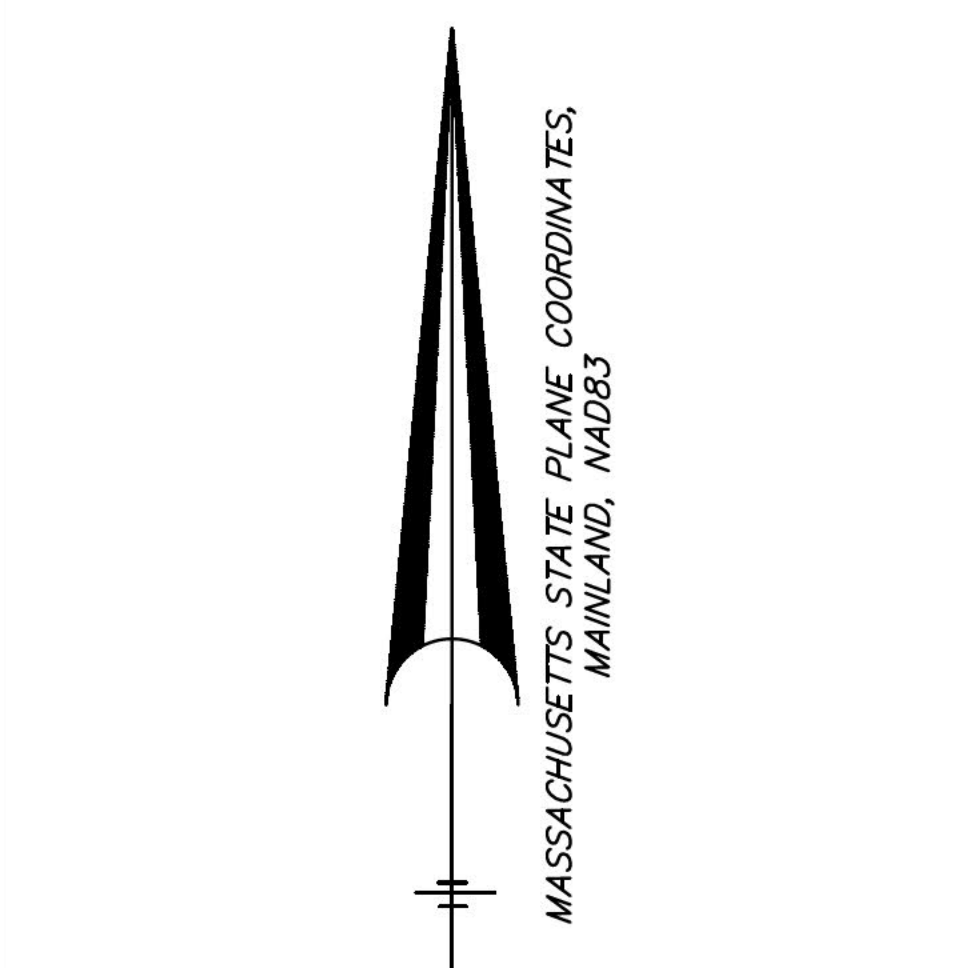








**NOTES:**  
SEE SHEET 1 FOR NOTES AND LEGEND.



# YANKEE DOODLE BIKE PATH

Billerica, Massachusetts 01821

PREPARED FOR

## VHB, INC.

101 Walnut Street  
Watertown, Massachusetts 02472

## HANCOCK ASSOCIATES

Civil Engineers  
Land Surveyors  
Wetland Scientists

185 CENTRE STREET, DANVERS, MA 01923  
VOICE (978) 777-3050, FAX (978) 774-7816  
WWW.HANCOCKASSOCIATES.COM

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN. (MASS. GEN. LAWS CHAPTER 41, SEC. 81-K).

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DATE \_\_\_\_\_ PROFESSIONAL LAND SURVEYOR

FOR REGISTRY USE

NO.	BY	APP	DATE	ISSUE/REVISION	DESCRIPTION

DATE: 6/23/2025 DRAWN BY: RDF  
SCALE: 1"=20' CHECK BY: JAE

### EASEMENT PLAN OF LAND IN BILLERICA, MA

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DWG: 18286ea.dwg  
LAYOUT: EA (2)  
SHEET: 2 OF 13  
PROJECT NO.: 18286

**DRAFT**

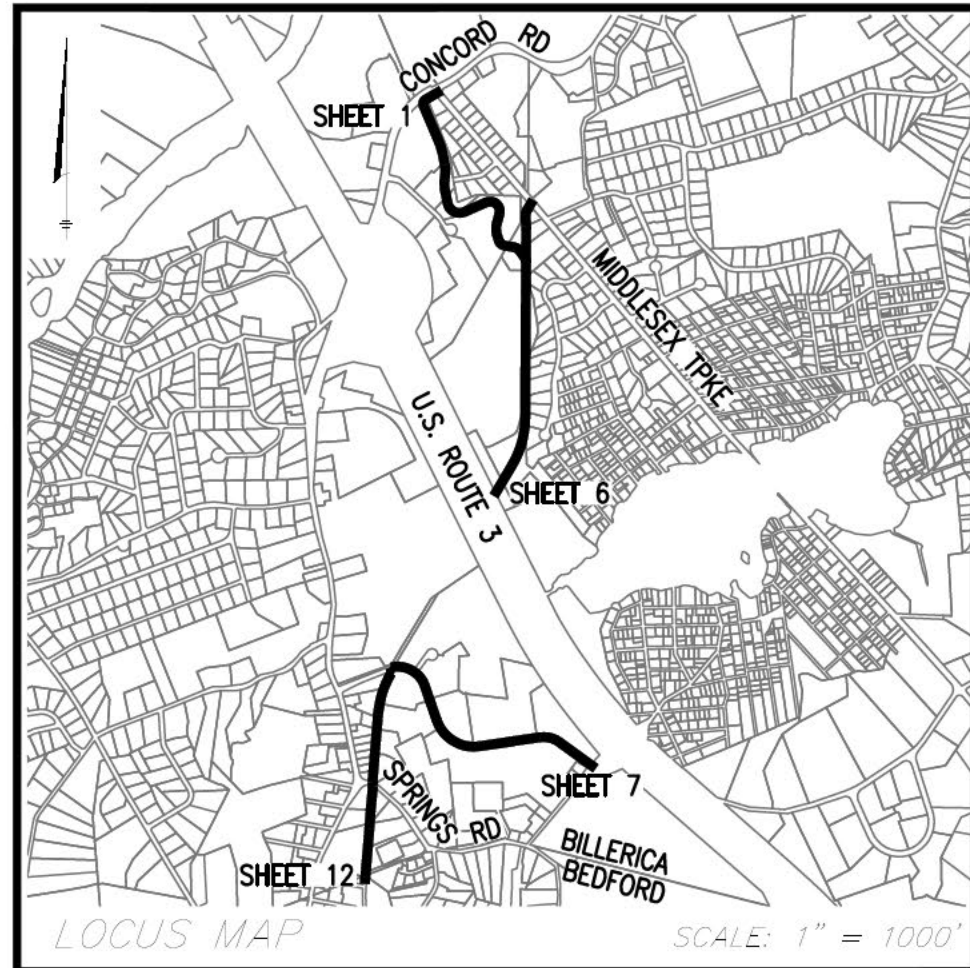




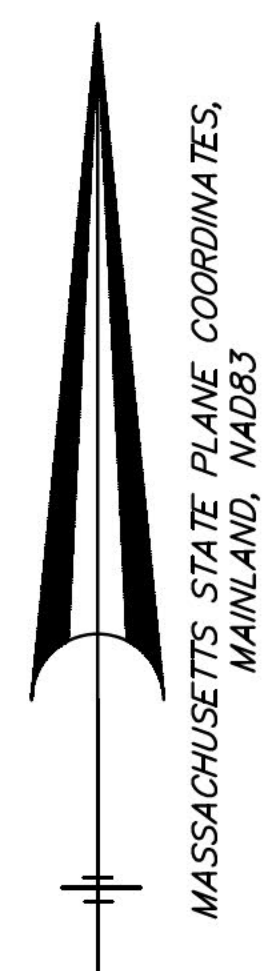
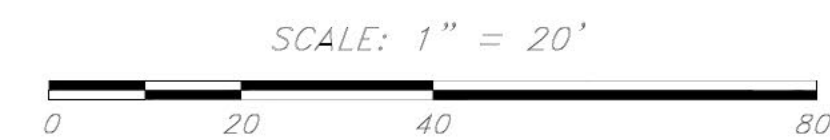








**NOTES:**  
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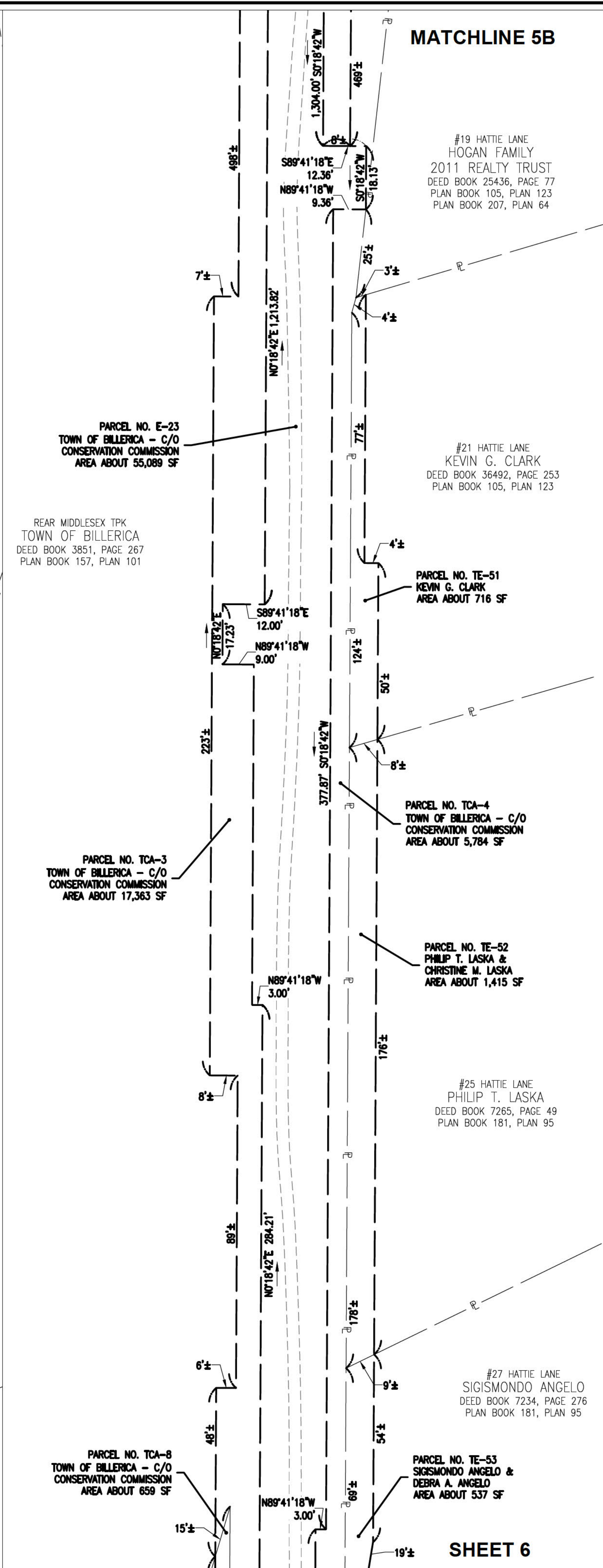
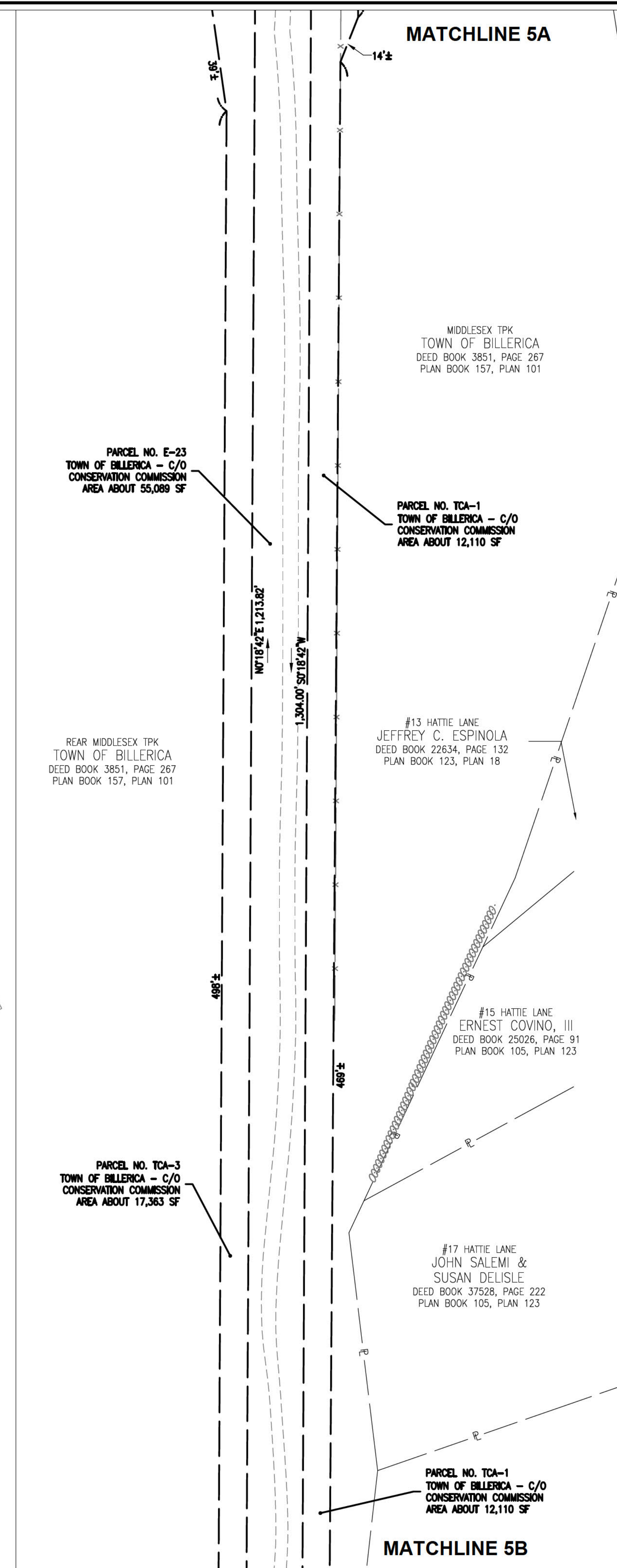
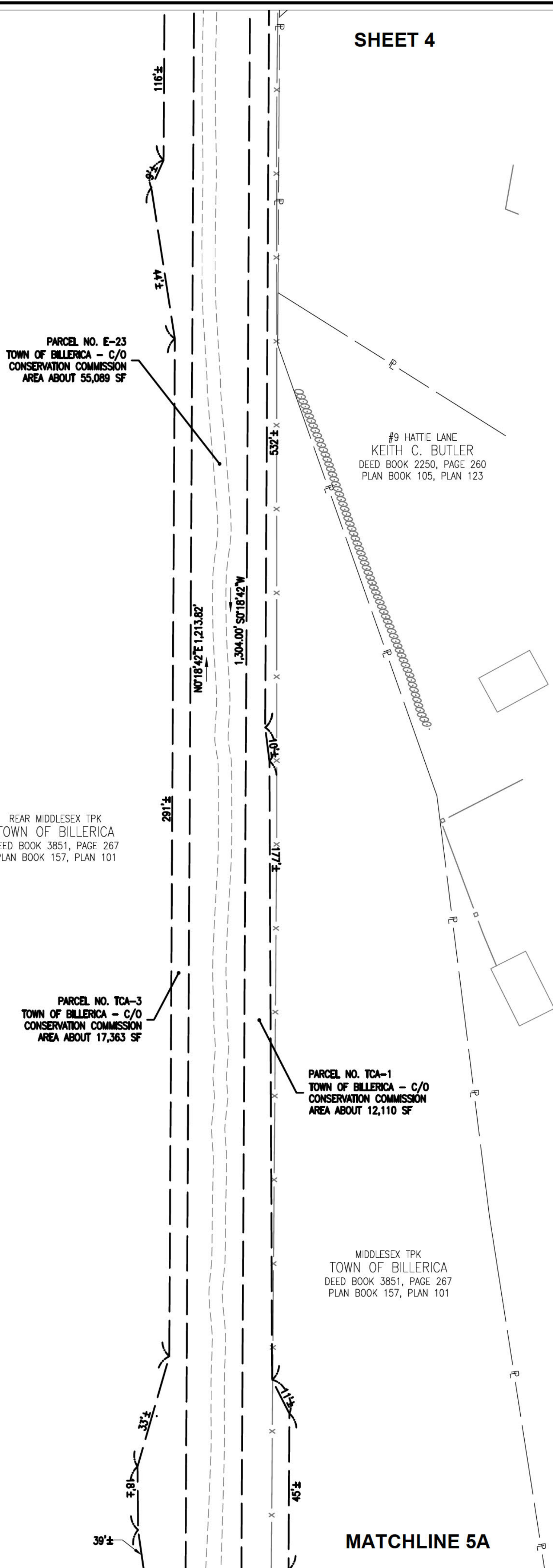


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# YANKEE DOODLE BIKE PATH

Billerica, Massachusetts 01821

PREPARED FOR

## VHB, INC.

101 Walnut Street  
Watertown, Massachusetts 02472

## HANCOCK ASSOCIATES

Civil Engineers  
Land Surveyors  
Wetland Scientists

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NO.	BY	APP	DATE	ISSUE/REVISION	DESCRIPTION

DATE: 6/23/2025 DRAWN BY: RDF  
SCALE: 1"=20' CHECK BY: JAE

## EASEMENT PLAN OF LAND IN BILLERICA, MA

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LAYOUT: EA (5)	
SHEET: 5 OF 13	
PROJECT NO.:	18286

**DRAFT**







# YANKEE DOODLE BIKE PATH

Billerica, Massachusetts 01821

PREPARED FOR

## VHB, INC.

101 Walnut Street  
Watertown, Massachusetts 02472

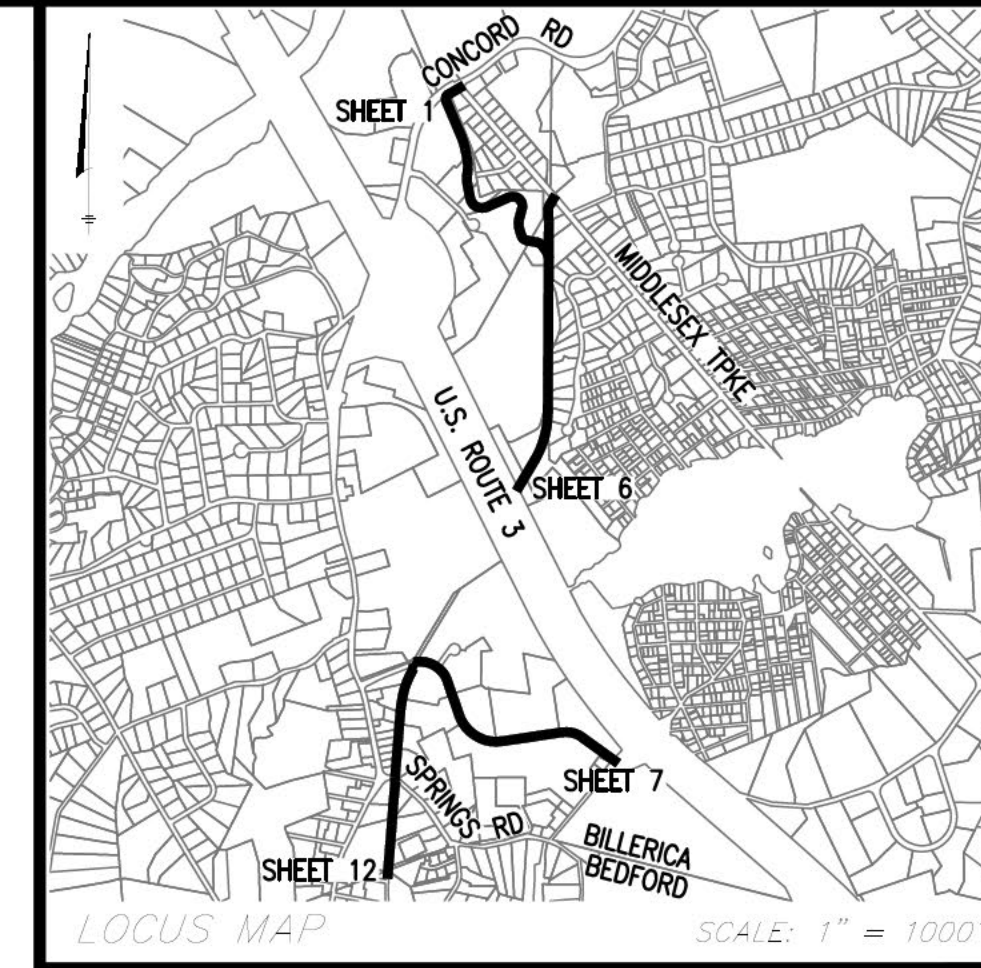
## HANCOCK ASSOCIATES

Civil Engineers

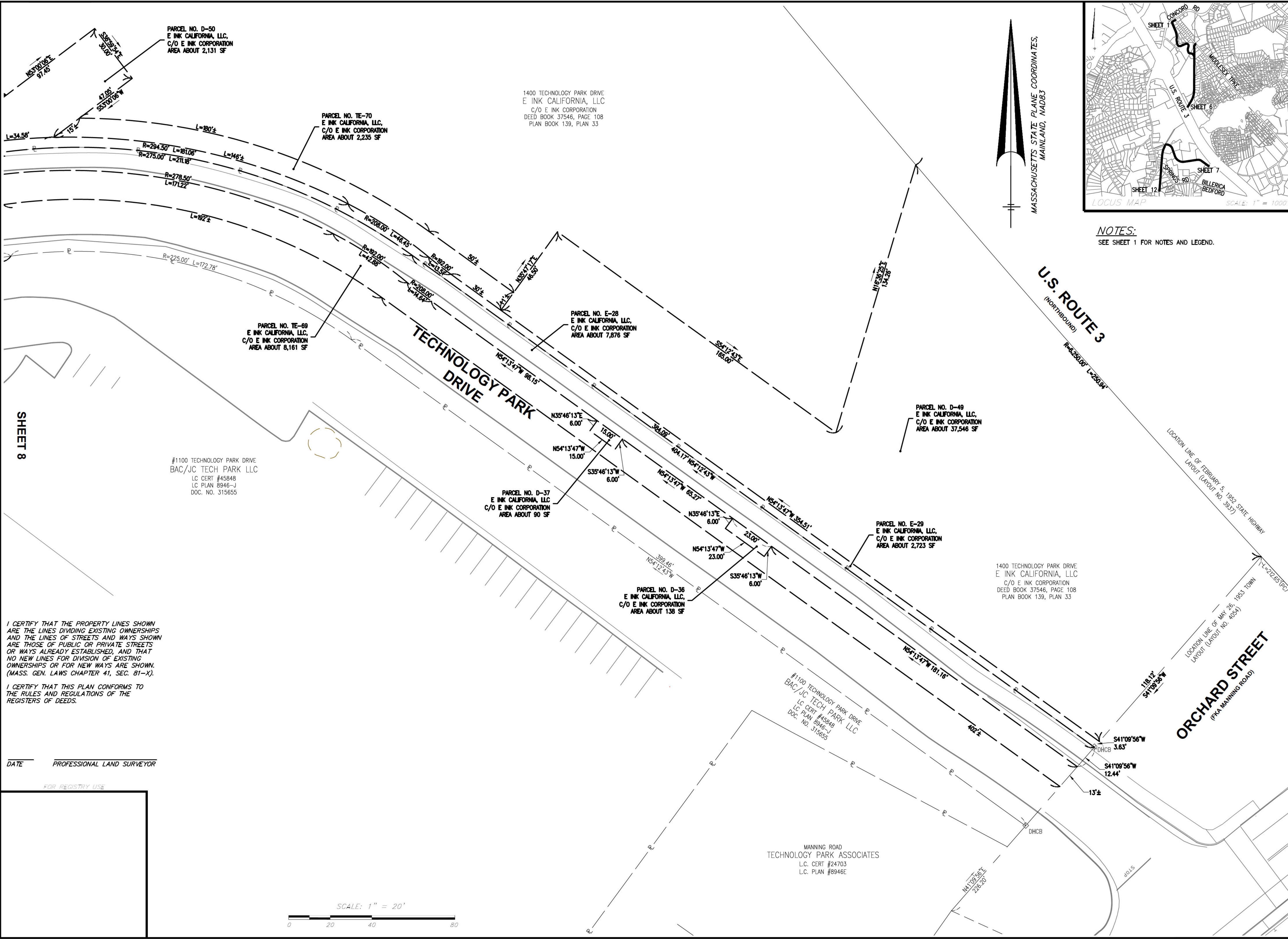
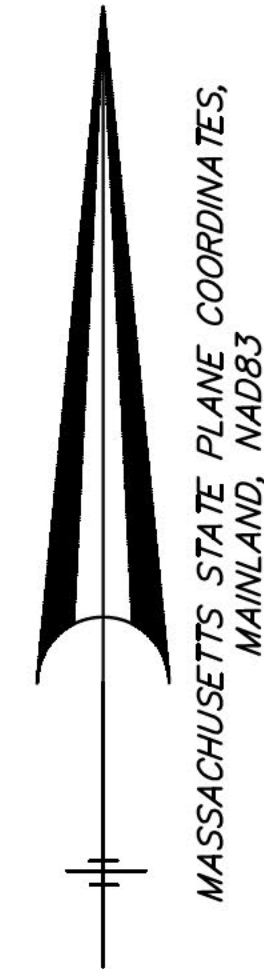
Land Surveyors

Wetland Scientists

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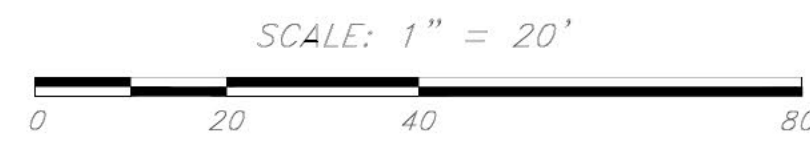
SHEET 8

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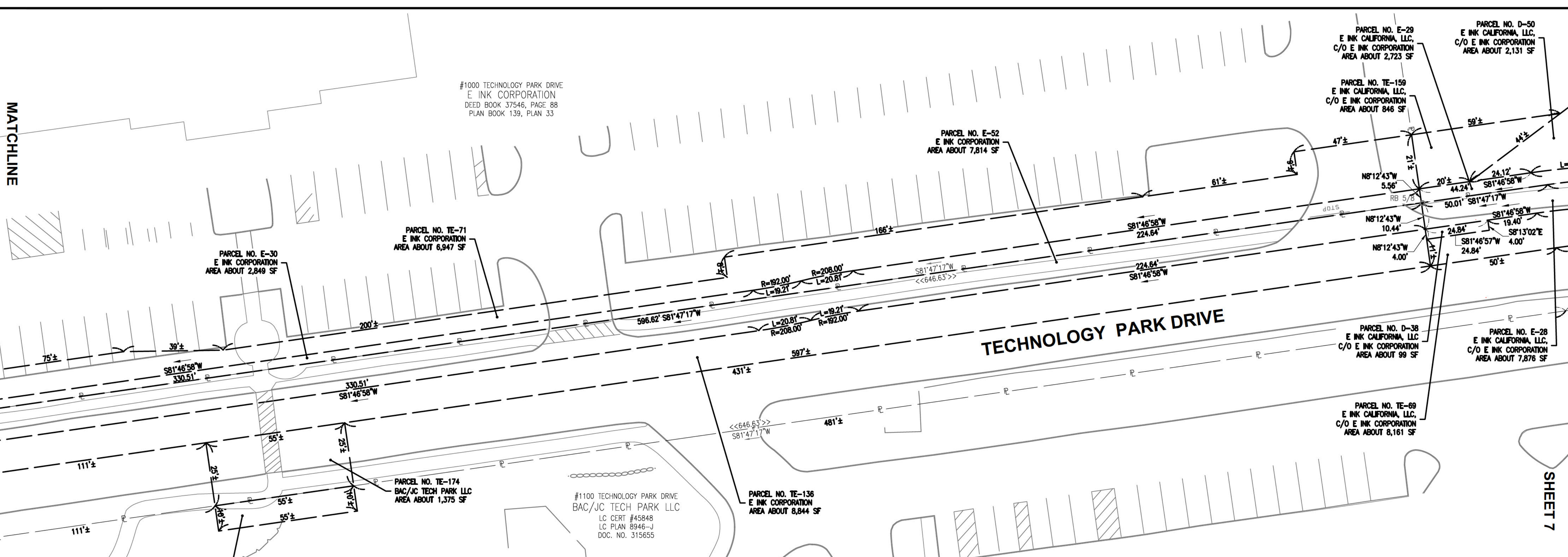
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SHEET: 7 OF 13  
PROJECT NO.: 18286

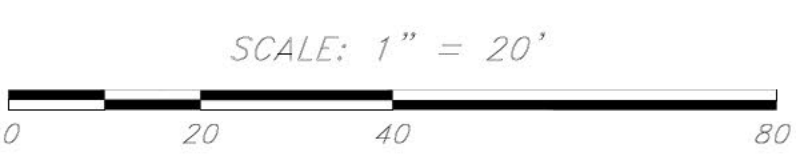
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MATCHLINE



**NOTES:**  
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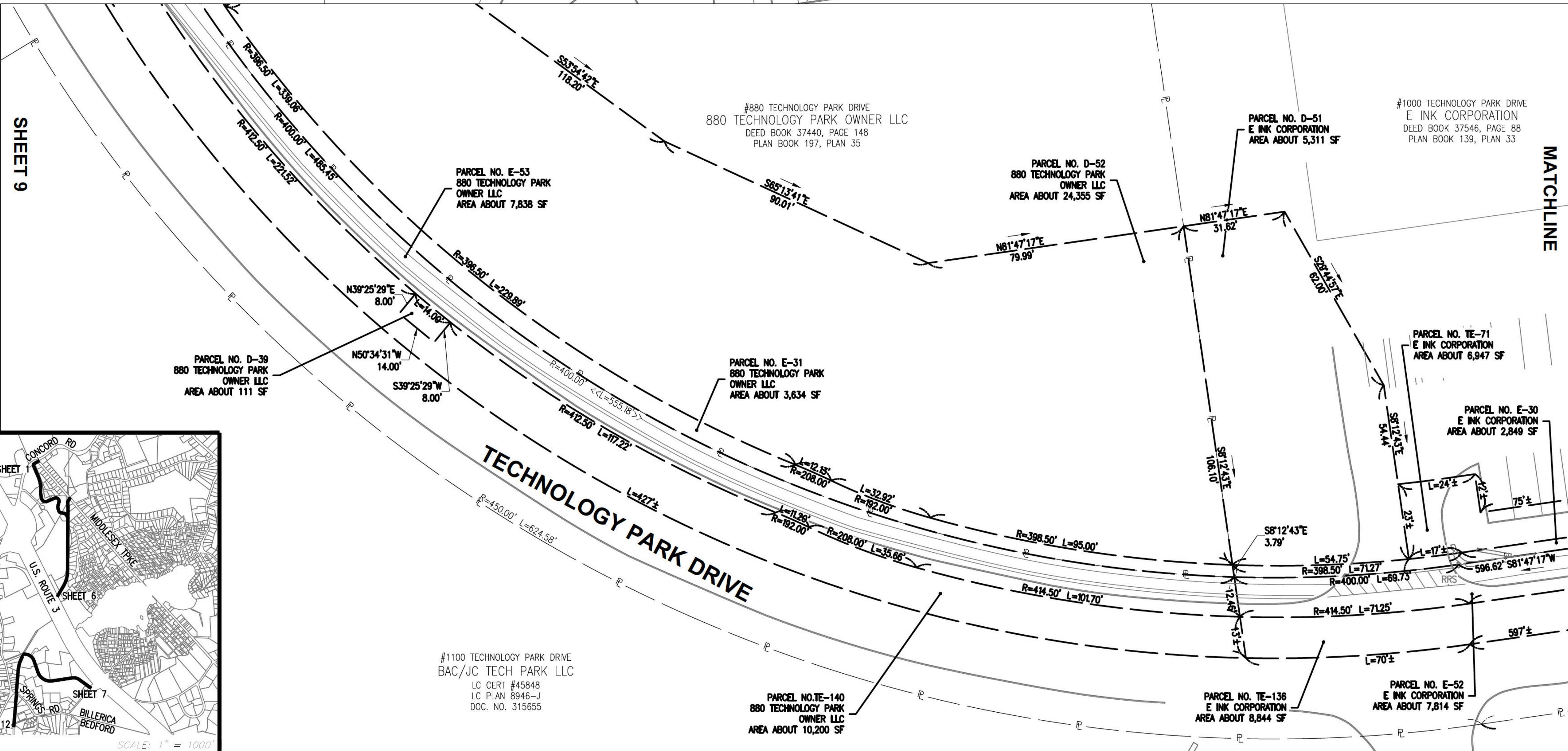
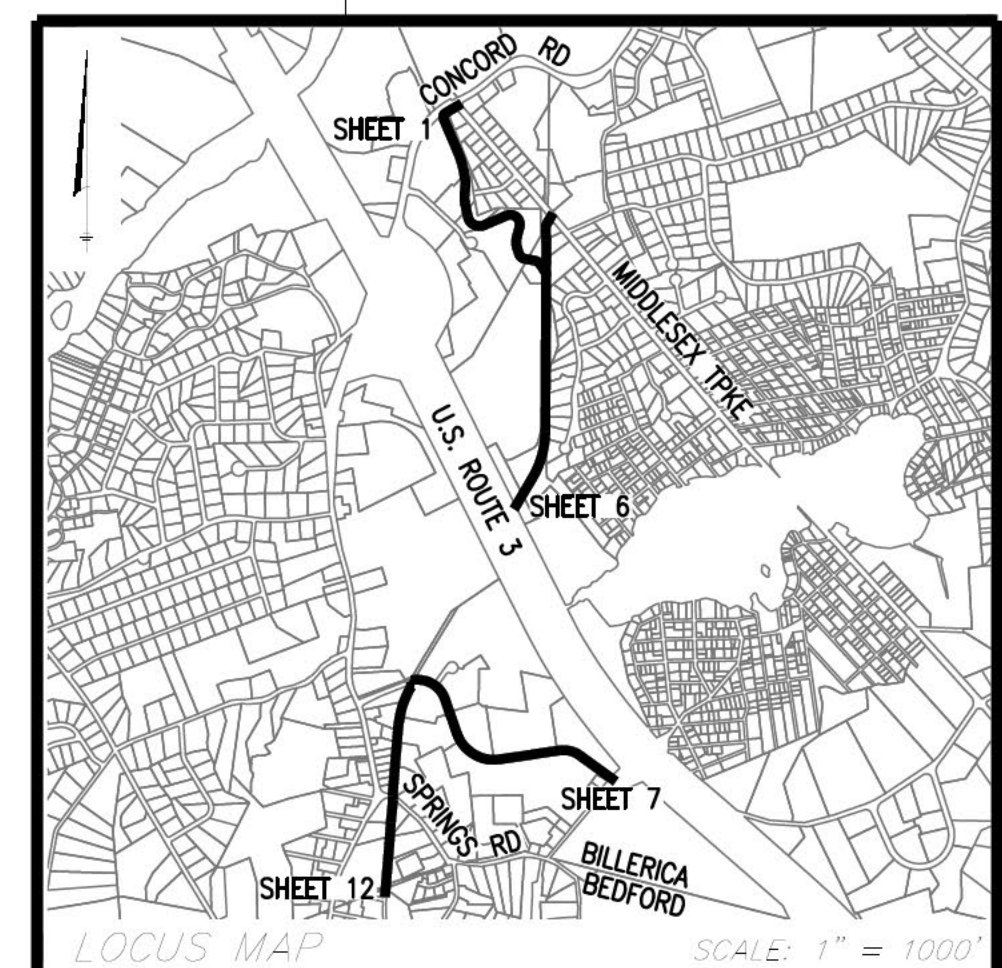
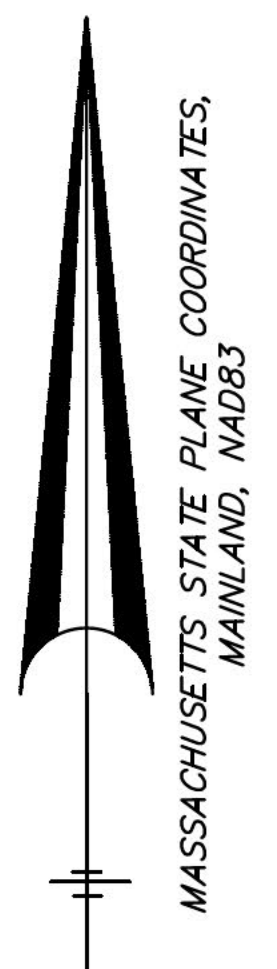


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FOR REGISTRY USE



# YANKEE DOODLE BIKE PATH

Billerica, Massachusetts 01821

PREPARED FOR

## VHB, INC.

101 Walnut Street  
Watertown, Massachusetts 02472

## HANCOCK ASSOCIATES

Civil Engineers  
Land Surveyors  
Wetland Scientists

185 CENTRE STREET, DANVERS, MA 01923  
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DATE: 6/23/2025 DRAWN BY: RDF  
SCALE: 1"=20' CHECK BY: JAE

### EASEMENT PLAN OF LAND IN BILLERICA, MA

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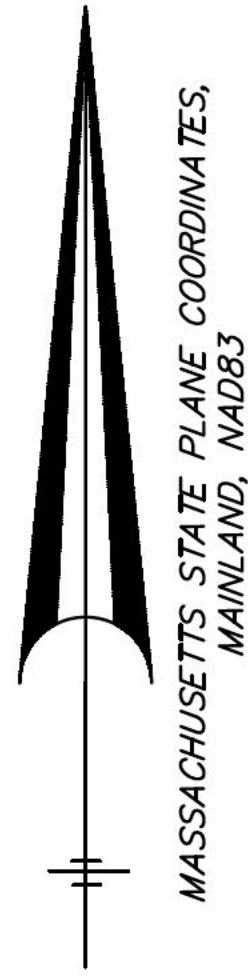
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SHEET: 8 OF 13

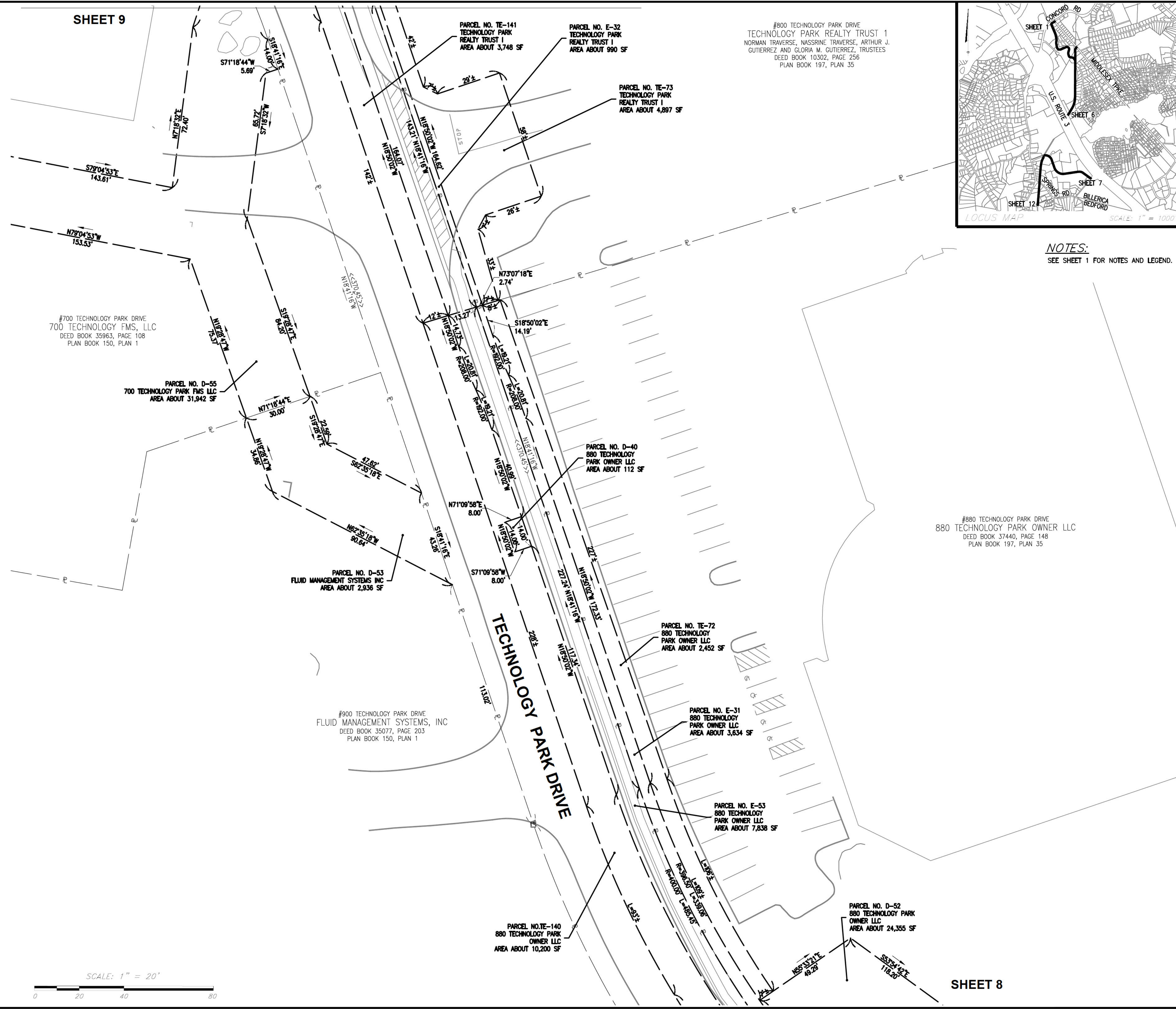
PROJECT NO.: 18286

**DRAFT**





SHEET 9



#800 TECHNOLOGY PARK DRIVE  
 TECHNOLOGY PARK REALTY TRUST 1  
 NORMAN TRAVERSE, MASSRINE TRAVERSE, ARTHUR J.  
 GUTIERREZ AND GLORIA M. GUTIERREZ, TRUSTEES  
 DEED BOOK 10302, PAGE 256  
 PLAN BOOK 197, PLAN 35

#700 TECHNOLOGY PARK DRIVE  
 700 TECHNOLOGY FMS, LLC  
 DEED BOOK 35963, PAGE 108  
 PLAN BOOK 150, PLAN 1

PARCEL NO. D-55  
 700 TECHNOLOGY PARK FMS LLC  
 AREA ABOUT 31,942 SF

PARCEL NO. D-53  
 FLUID MANAGEMENT SYSTEMS INC  
 AREA ABOUT 2,936 SF

#900 TECHNOLOGY PARK DRIVE  
 FLUID MANAGEMENT SYSTEMS, INC  
 DEED BOOK 35077, PAGE 203  
 PLAN BOOK 150, PLAN 1

PARCEL NO. D-40  
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 PARK OWNER LLC  
 AREA ABOUT 112 SF

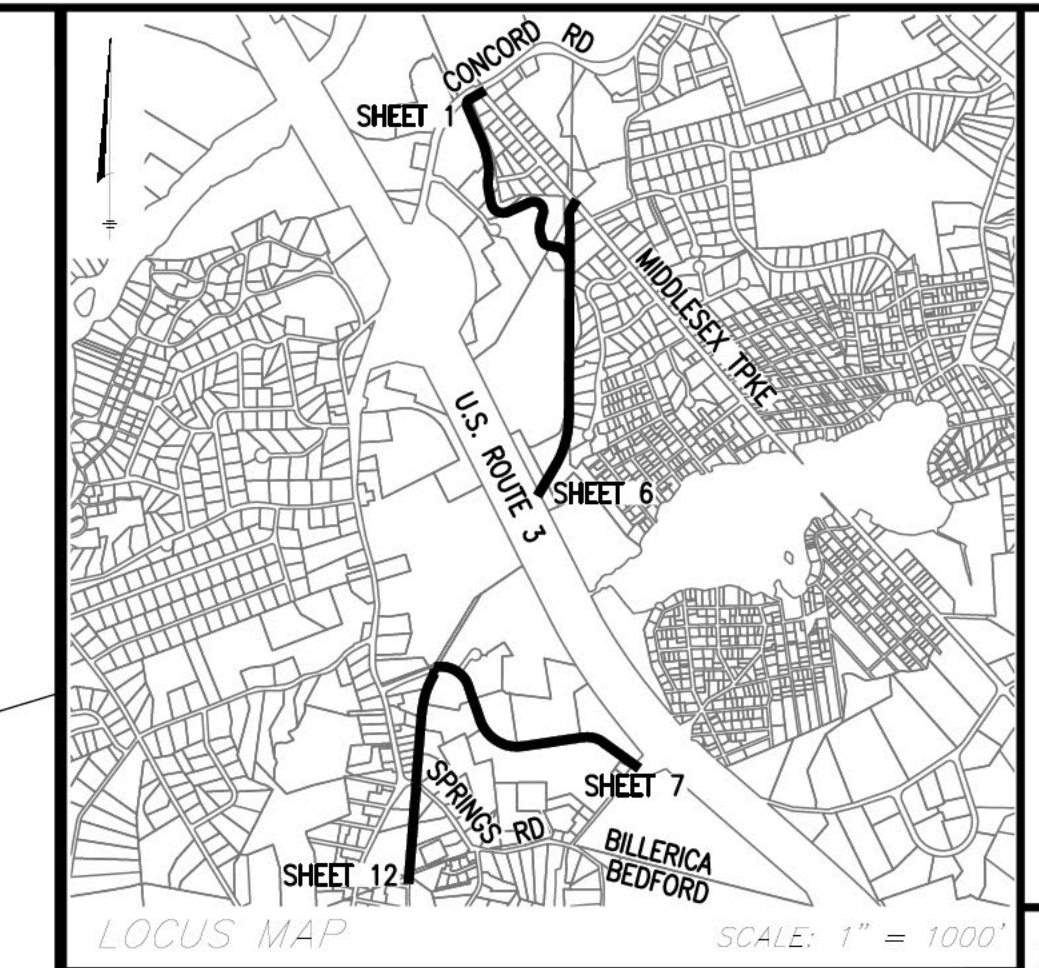
PARCEL NO. TE-72  
 880 TECHNOLOGY  
 PARK OWNER LLC  
 AREA ABOUT 2,452 SF

PARCEL NO. E-31  
 880 TECHNOLOGY  
 PARK OWNER LLC  
 AREA ABOUT 3,634 SF

PARCEL NO. E-53  
 880 TECHNOLOGY  
 PARK OWNER LLC  
 AREA ABOUT 7,838 SF

PARCEL NO. D-52  
 880 TECHNOLOGY PARK  
 OWNER LLC  
 AREA ABOUT 24,355 SF

PARCEL NO. TE-140  
 880 TECHNOLOGY PARK  
 OWNER LLC  
 AREA ABOUT 10,200 SF



# YANKEE DOODLE BIKE PATH

Billerica, Massachusetts 01821

PREPARED FOR

## VHB, INC.

101 Walnut Street  
 Watertown, Massachusetts 02472

## HANCOCK ASSOCIATES

Civil Engineers  
 Land Surveyors  
 Wetland Scientists

185 CENTRE STREET, DANVERS, MA 01923  
 VOICE (978) 777-3050, FAX (978) 774-7816  
 WWW.HANCOCKASSOCIATES.COM

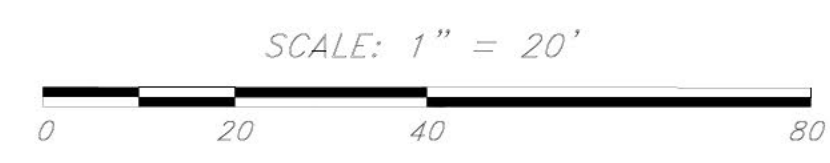
**NOTES:**  
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 SCALE: 1"=20' CHECK BY: JAE

## EASEMENT PLAN OF LAND IN BILLERICA, MA

PLOT DATE: Jun 23, 2025 3:38 pm  
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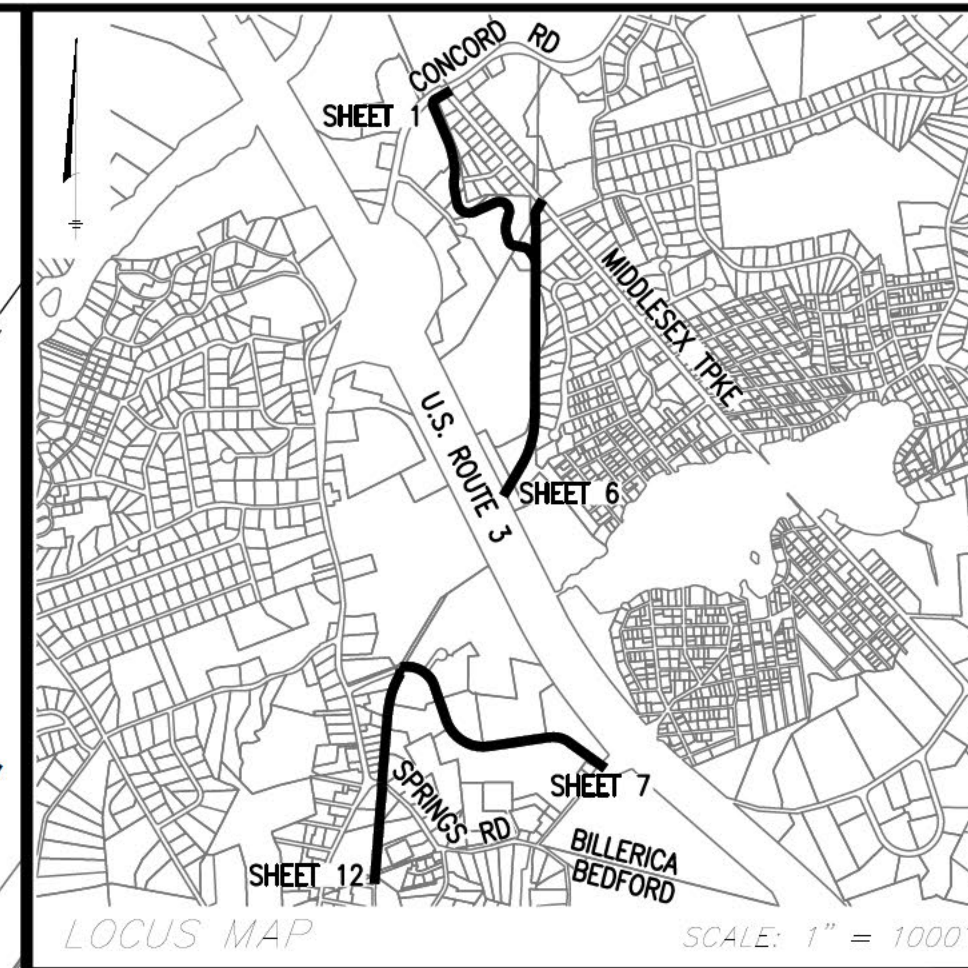
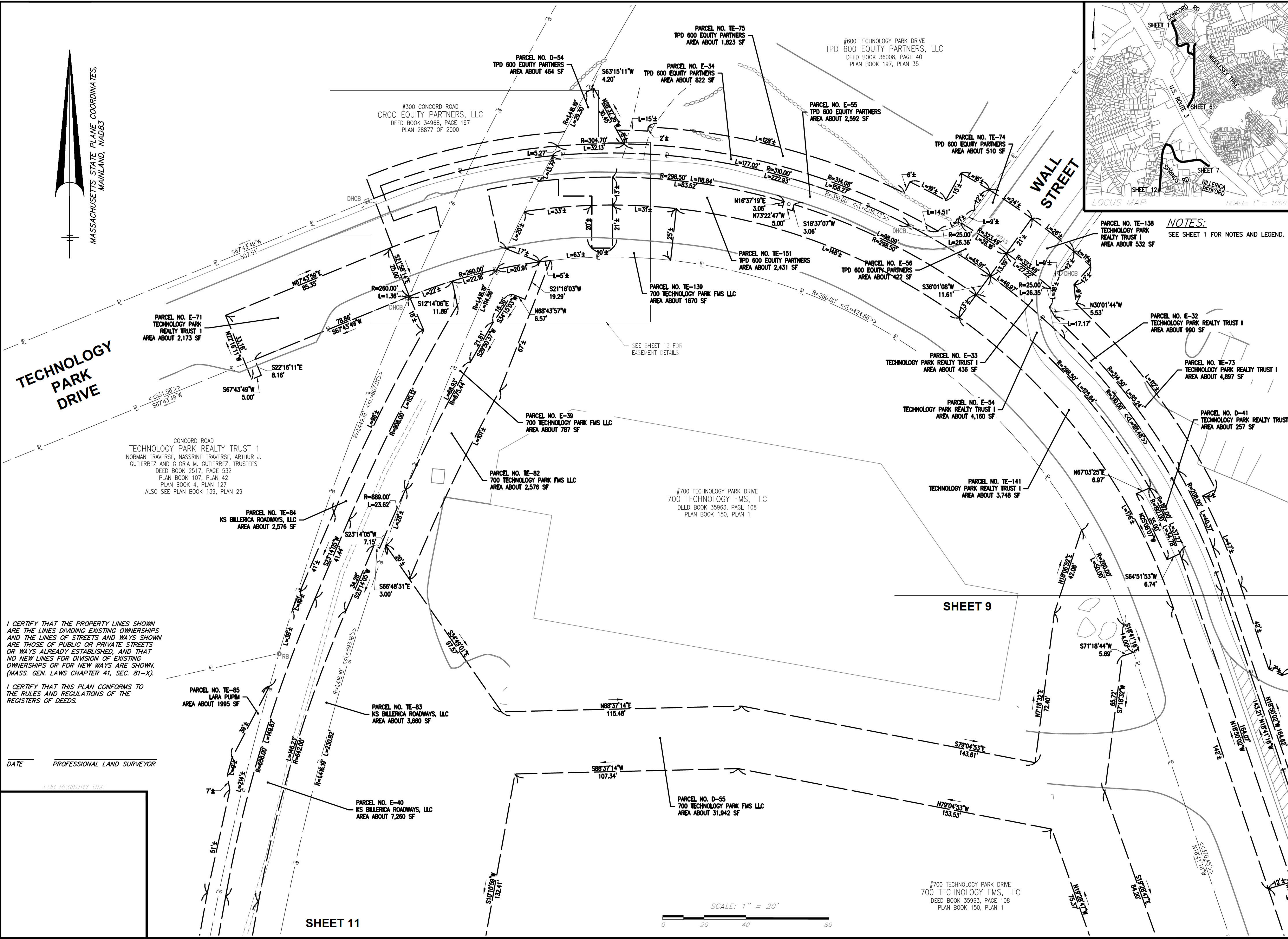
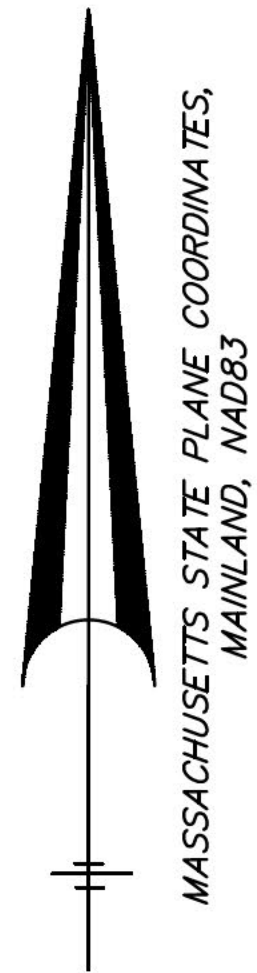
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 LAYOUT: EA (9)  
 SHEET: 9 OF 13

PROJECT NO.: 18286

**DRAFT**

SHEET 8





# YANKEE DOODLE BIKE PATH

Billerica, Massachusetts 01821

PREPARED FOR

## VHB, INC.

101 Walnut Street  
Watertown, Massachusetts 02472

## HANCOCK ASSOCIATES

- Civil Engineers
- Land Surveyors
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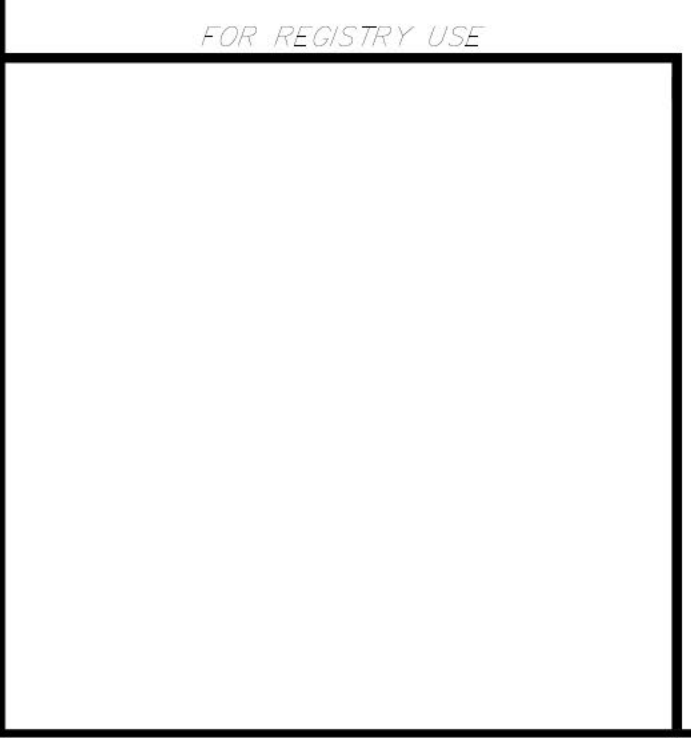
185 CENTRE STREET, DANVERS, MA 01923  
VOICE (978) 777-3050, FAX (978) 774-7816  
WWW.HANCOCKASSOCIATES.COM

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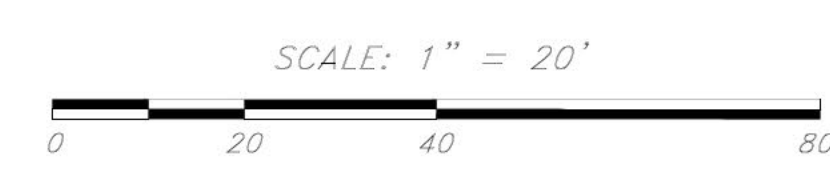


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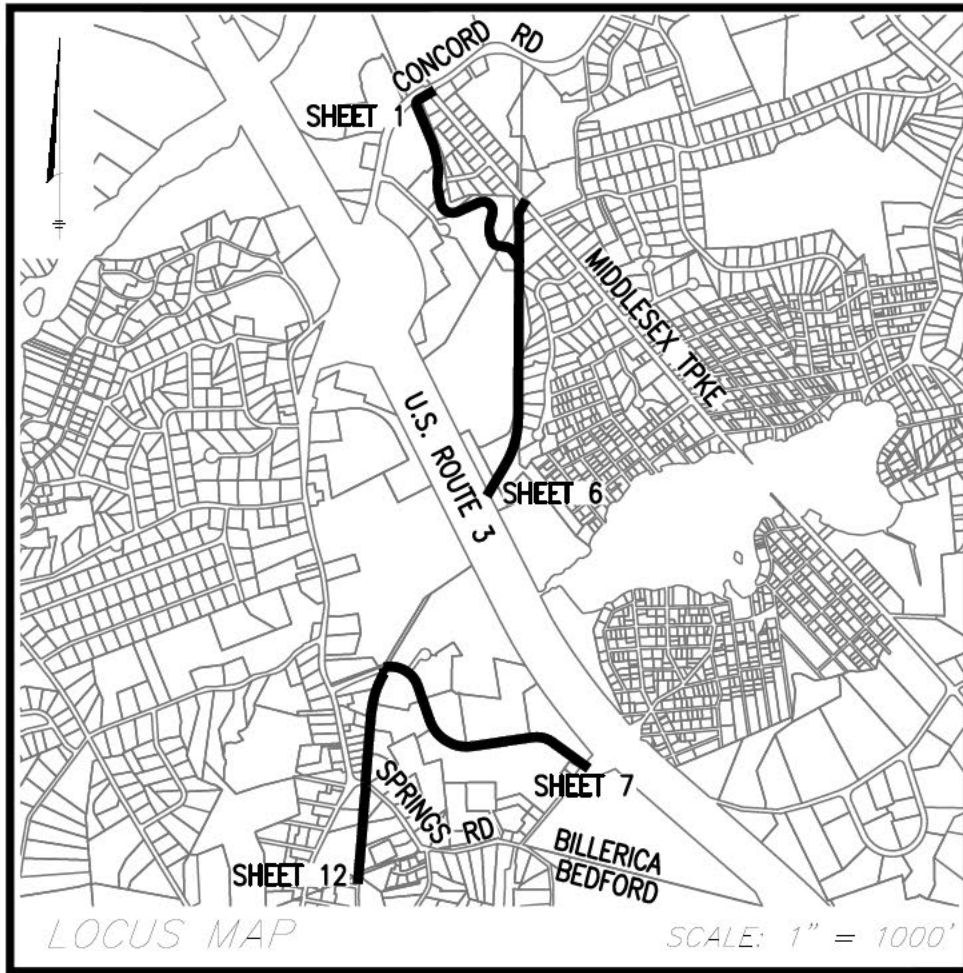
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700 TECHNOLOGY FMS, LLC  
DEED BOOK 35963, PAGE 108  
PLAN BOOK 150, PLAN 1

**DRAFT**

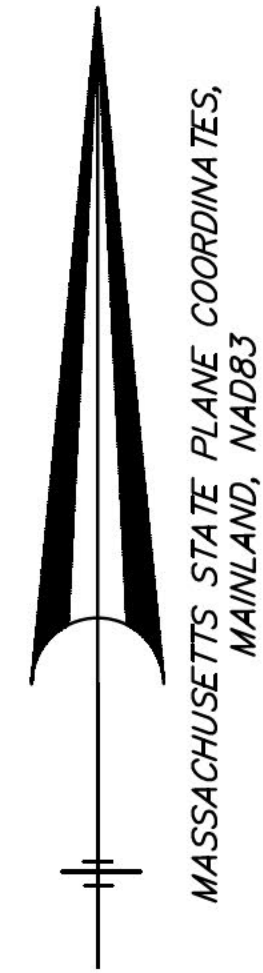
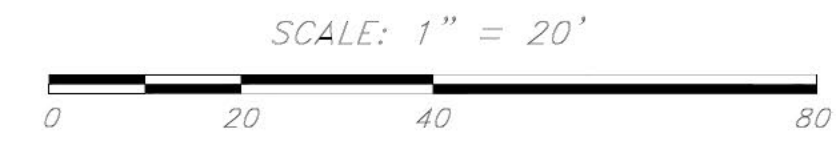








**NOTES:**  
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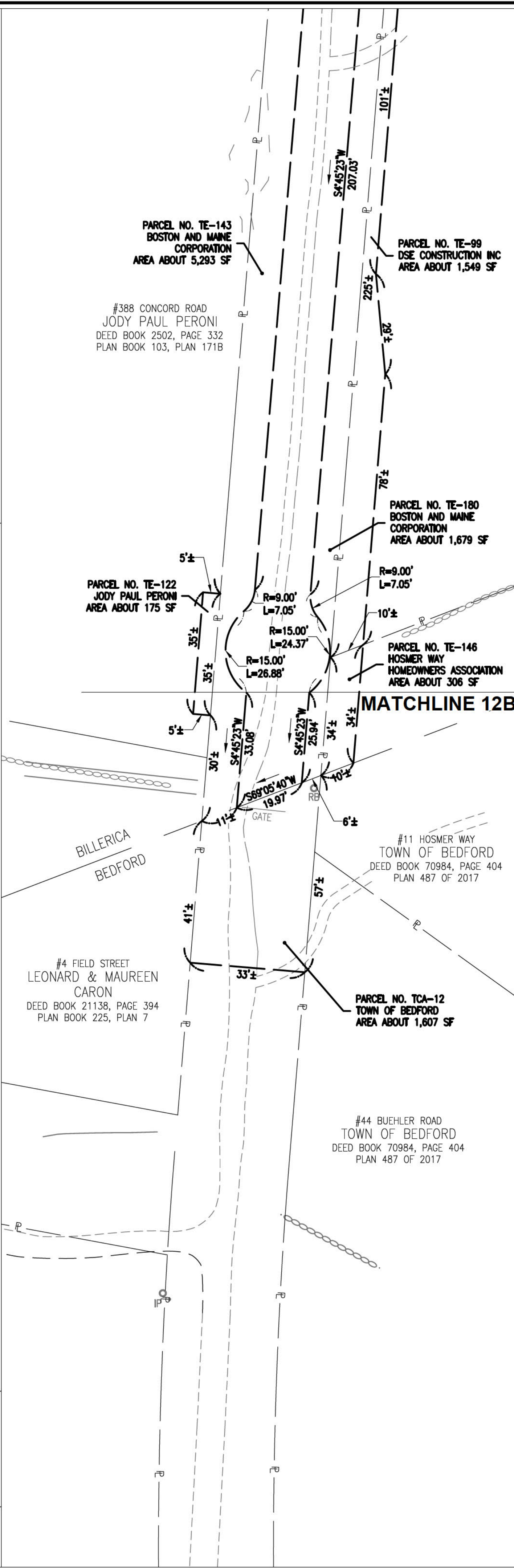
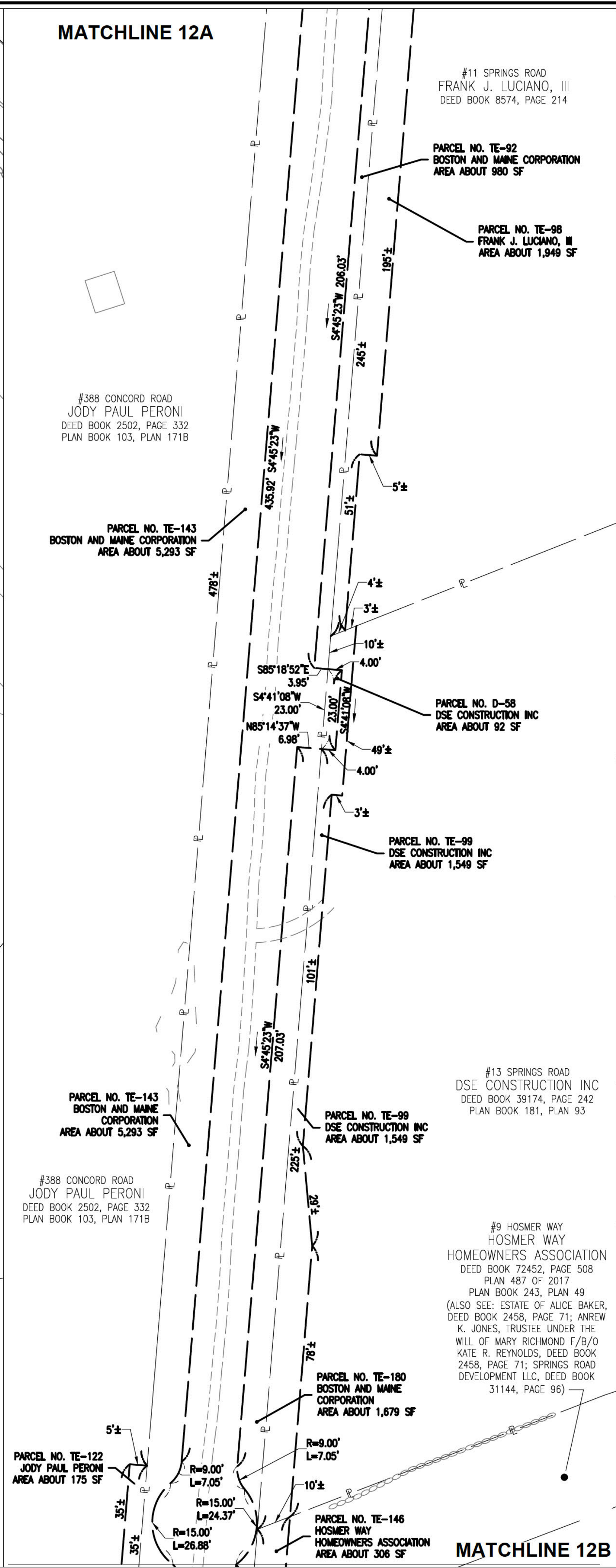
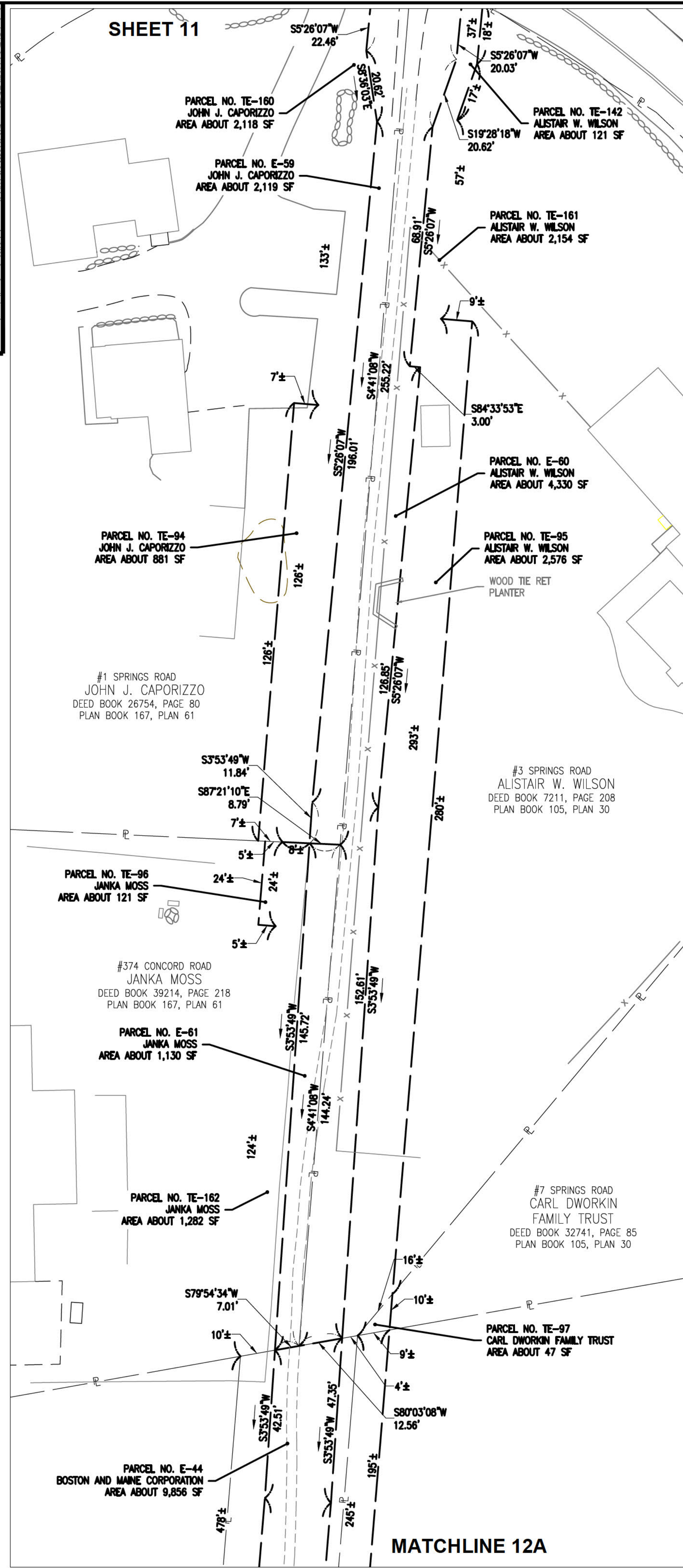


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FOR REGISTRY USE



# YANKEE DOODLE BIKE PATH

Billerica, Massachusetts 01821

PREPARED FOR

## VHB, INC.

101 Walnut Street  
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DATE: 6/23/2025 DRAWN BY: RDF  
SCALE: 1"=20' CHECK BY: JAE

## EASEMENT PLAN OF LAND IN BILLERICA, MA

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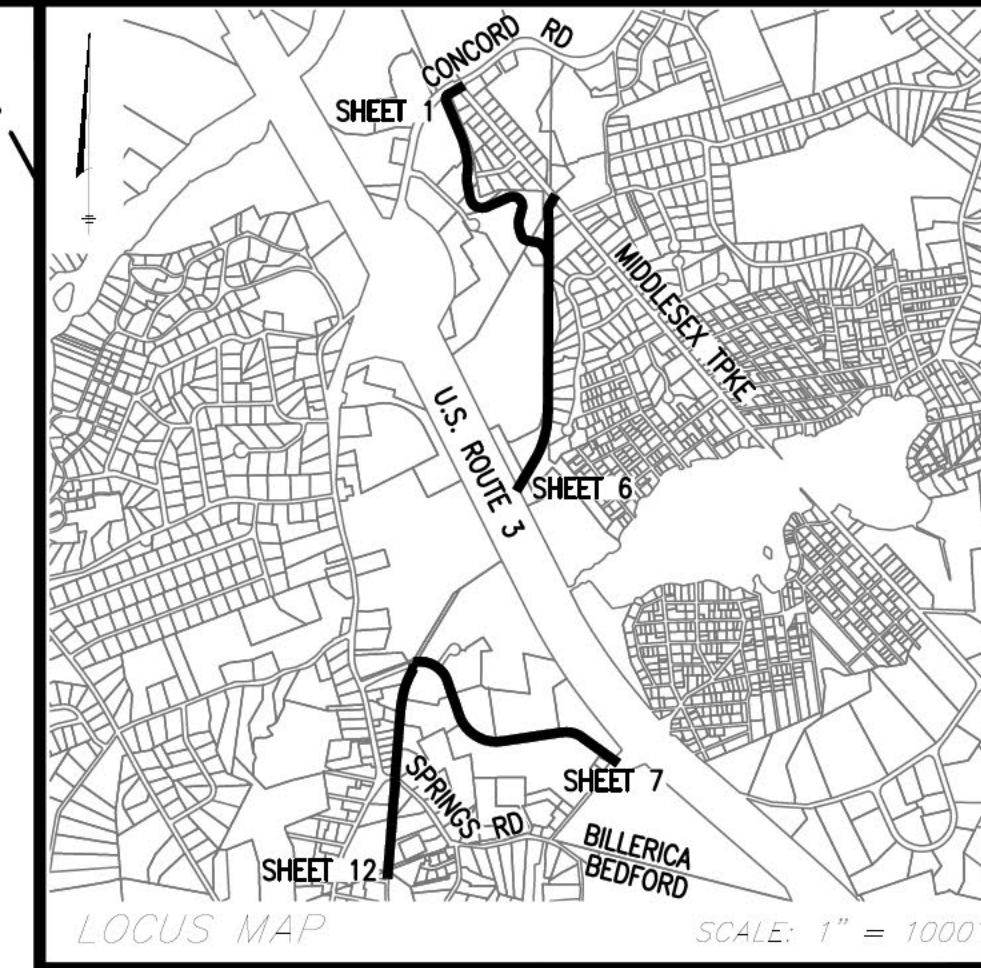
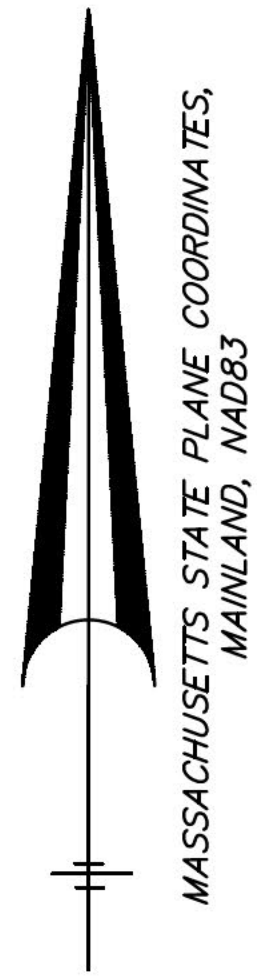
LAYOUT: EA (12)

SHEET: 12 OF 13

PROJECT NO.: 18286

**DRAFT**





# YANKEE DOODLE BIKE PATH

Billerica, Massachusetts 01821

PREPARED FOR

**VHB, INC.**

101 Walnut Street  
Watertown, Massachusetts 02472

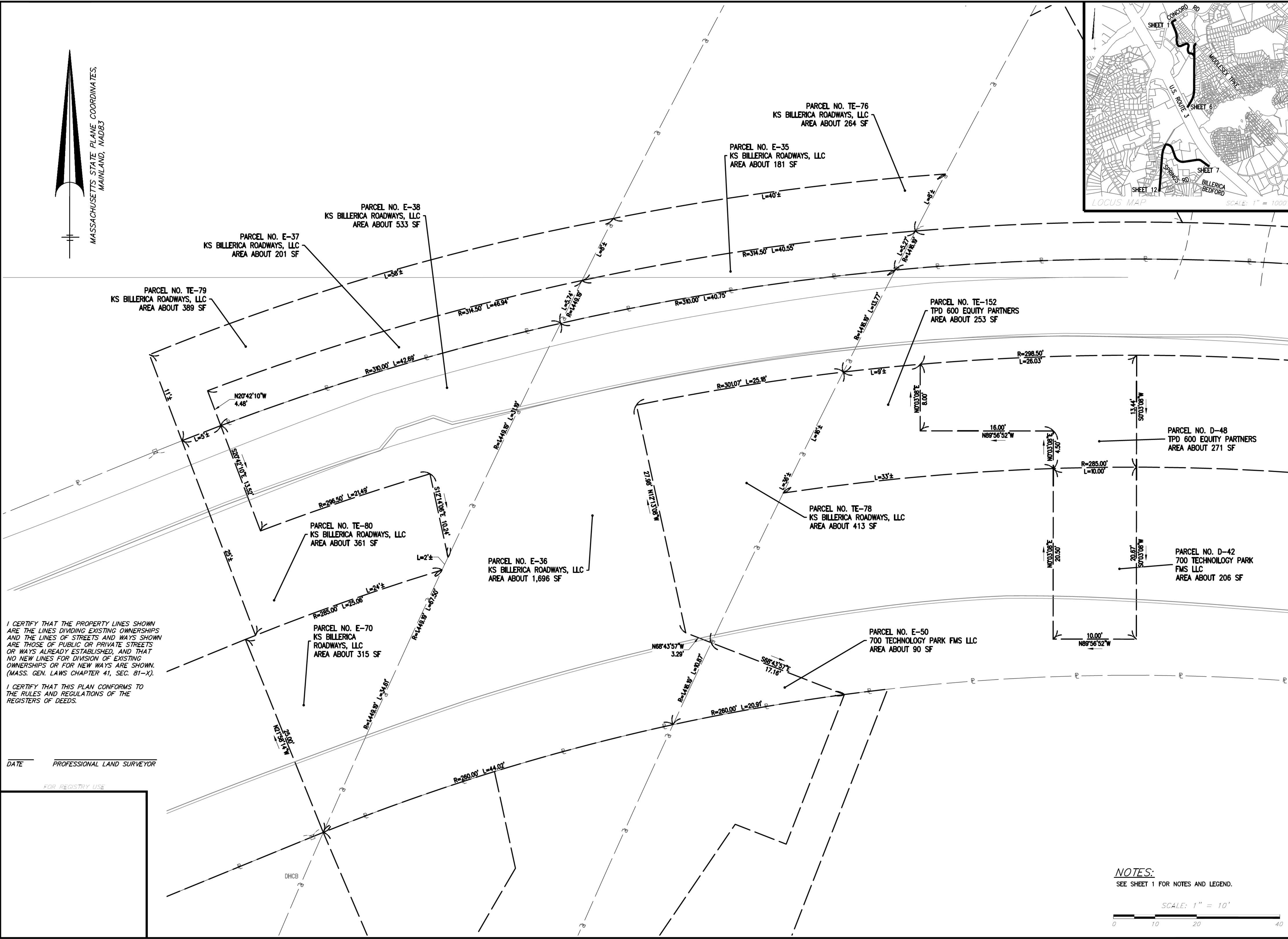
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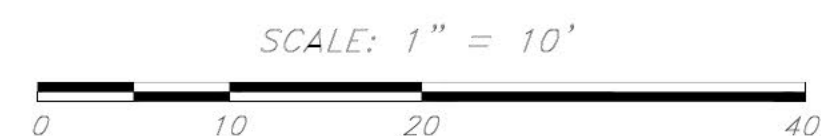
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LAYOUT: EA (13)

SHEET: 13 OF 13

PROJECT NO.: 18286

**NOTES:**  
SEE SHEET 1 FOR NOTES AND LEGEND.



**DRAFT**





**Department of Public Works – Engineering Division**

Town Hall, 365 Boston Road, Billerica, Massachusetts 01821  
PH: (978) 671-1300

Frederick Russell, PE, Director  
Kelley Conway PE, Town Engineer

**MEMORANDUM**

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To: Christopher Dillon

From: Kelley Conway

Date: July 14, 2025

Re: Approve and execute the Encroachment License Agreement for the  
Yankee Doodle Bike Path Project

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The motion for the Board to approve and execute the license agreement is as follows:

MOVED: To approve and execute the Encroachment License Agreement presented to the Board on this date for the purpose of authorizing continued use and location of private improvements within the Right of Way of Eliot Street.

Please have the Board execute the original after their vote.

## ENCROACHMENT LICENSE AGREEMENT

### **60 Eliot Street**

WHEREAS, Kathleen H. Skelton f/k/a Kathleen H. McIntosh, having an address of 60 Eliot Street, Billerica, Massachusetts (“Licensee”) is the owner of the property located in Billerica, Middlesex County, Massachusetts, having an address of 60 Eliot Street, Billerica, Massachusetts, identified as Parcel 82 on Billerica Assessors Map 95, and more particularly described in the deed recorded with the Northern Middlesex County Registry Deeds in Book 10319, Page 018 (the “Property”);

WHEREAS, a recent survey prepared to facilitate public improvements the Yankee Doodle Bike Path Project has revealed that currently existing stone masonry walls, cobblestone walk, and fence appurtenant to the Property, identified and located approximately as depicted on the sketch plan attached hereto as **Exhibit A**, (the “Improvements”) are located in whole or in part within the legal bounds of Eliot Street, a public way in the Town of Billerica (the “Right of Way”) placed by law under the care, custody and control of the Town of Billerica Select Board; and

WHEREAS, the Town of Billerica (“Licensor”) is willing to permit, to the extent that it may lawfully do so, the Licensee’s continued use and location of the Improvements within the Right of Way (the “Encroachment”) where such use will not interfere with the exercise of the public rights in the Right of Way, including the Licensor’s obligation to maintain or improve the same;

NOW, THEREFORE, in consideration of the Licensee’s agreement to abide by the terms and conditions of this License, as evidenced by its signature attached hereto, the Licensor hereby grants permission to the Licensee to maintain the Encroachment in accordance with the terms and conditions set forth below.

1. **USE**. The Encroachment shall in no way be enlarged or replaced, with repairs limited to upkeep and maintenance. In the event that structural replacements are necessary to maintain the Encroachment in a good and safe condition, as determined in the Licensor’s sole discretion, the Licensee shall remove the Encroachment from the Right of Way, and may relocate the Improvements on the Property as the Licensee sees fit in conformance with applicable law, including the Town of Billerica Zoning By-law.
2. **TERMINATION**. Either party may terminate this License at any time upon thirty (30) days written notice to the other. The License shall terminate on the date specified in such notice. Upon termination, the Licensee shall, upon the Licensor’s request and at Licensee’s expense, remove the Encroachment from the Right of Way and restore the Right of Way to a safe condition consistent with the immediately surrounding area. If the Licensee refuses to remove the Encroachment within a reasonable time, as requested by the Licensor, the Licensor may remove and dispose of it at the Licensee’s expense, and

shall not be liable to the Licensee for the value of the Improvements removed or altered or for damage to the Licensee's property resulting therefrom. The obligations of this Section shall survive the expiration or termination of this License.

3. RISK OF LOSS. The Licensee agrees that it shall maintain the Encroachment at its own risk, and the Licenser shall not be liable to the Licensee for any injury or death to persons or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, resulting from or related in any manner to the Encroachment or the Licensees' use of the Right of Way in relation thereto, except if such injury, death, loss or damages is caused by the willful act or gross negligence of the Licenser, or its employees, agents, contractors or invitees. The obligations of this Section shall survive the expiration or termination of this License.
4. INDEMNIFICATION. The Licensee agrees to indemnify, defend and hold the Licenser harmless from and against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property relating in any way to the Encroachment or the Licensees' use of the Right of Way in relation thereto. The obligations of this Section shall survive the expiration or termination of this License.
5. RIGHTS OF LICENSOR TO ENTER. The Licenser reserves the right and the Licensee shall permit the Licenser and its employees, contractors, agents and invitees, including the public, to enter upon and use the Right of Way at any time and for any and all purposes at the Licenser's sole discretion.
6. MISCELLANEOUS.
  - (a) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.
  - (b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.
  - (c) This License shall not be construed as creating, extending, or vesting in the Licensee any estate or interest in real property within or to the Right of Way.
  - (d) This License shall not be transferred or assigned to any party without the prior written consent of the Licenser, which may be withheld in its sole discretion.
  - (e) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.
  - (f) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

Executed under seal as of this \_\_\_\_ day of July, 2025.

Town of Billerica,  
By its Select Board,

\_\_\_\_\_  
Jillian Pavidis, Chair

\_\_\_\_\_  
John Burrows, Vice-Chair

\_\_\_\_\_  
Daniel Darris-O'Connor, Secretary

\_\_\_\_\_  
Michael S. Rosa, Member

\_\_\_\_\_  
Dina Favreau, Member

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_ day of July, 2025, before me, the undersigned notary public, personally appeared Jillian Pavidis, John Burrows, Daniel Darris-O'Connor, Michael S. Rosa, and Dina Favreau, as the Members of the Town of Billerica Select Board, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document and acknowledged that they signed it voluntarily and for its stated purpose as the Members of the Town of Billerica Select Board.

\_\_\_\_\_  
Notary Public:  
My commission expires:

Executed under seal as of this \_\_\_\_ day of July, 2025.

\_\_\_\_\_  
Kathleen H. Skelton

**COMMONWEALTH OF MASSACHUSETTS**

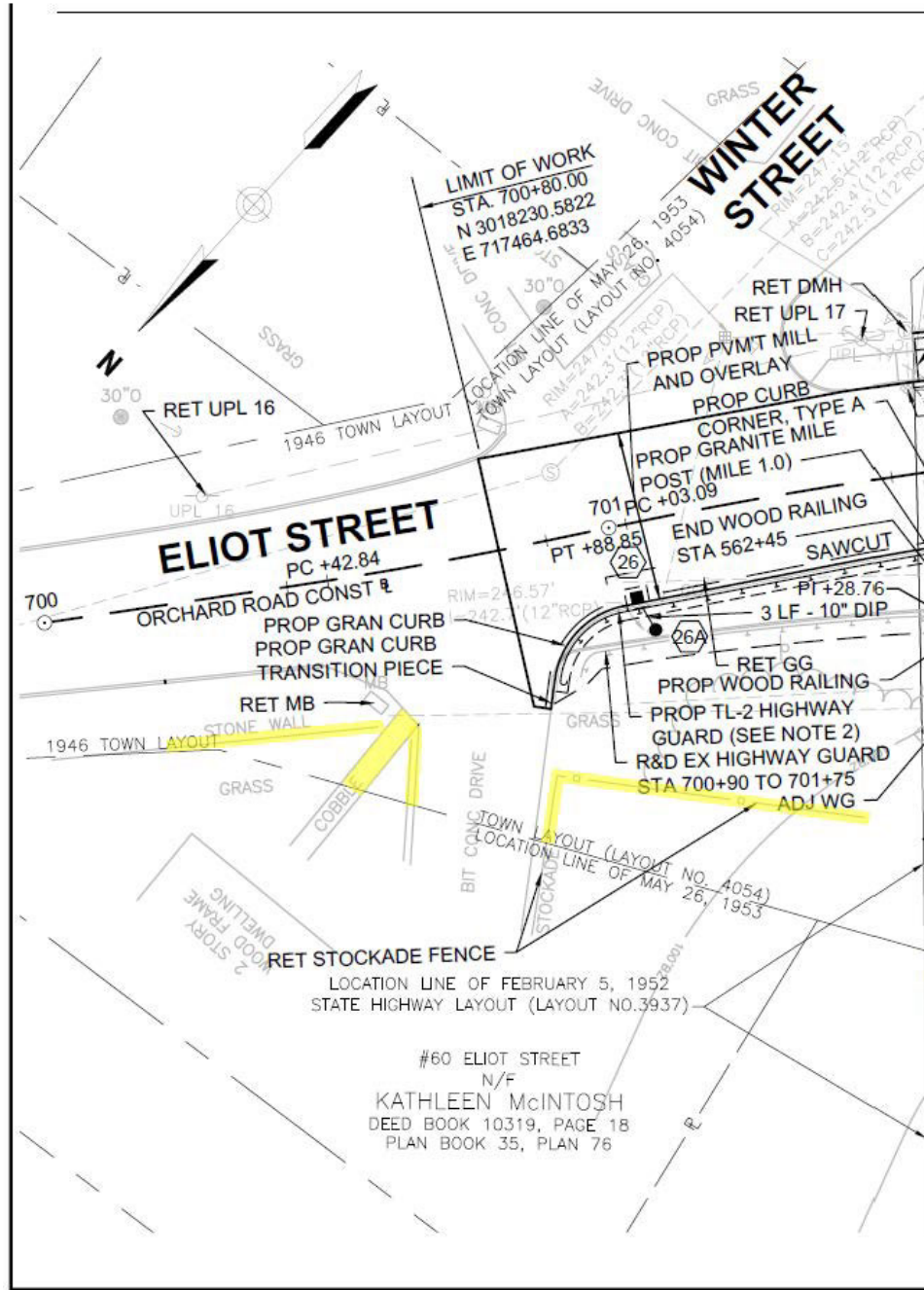
Middlesex, ss.

On this \_\_\_\_ day of July, 2025, before me, the undersigned notary public, personally appeared Kathleen H. Skelton, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document and acknowledged that she signed it voluntarily and for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My commission expires:

Exhibit A

Sketch of Encroachments





**Department of Public Works – Engineering Division**

Town Hall, 365 Boston Road, Billerica, Massachusetts 01821  
PH: (978) 671-1300

Frederick Russell, PE, Director  
Kelley Conway PE, Town Engineer

**MEMORANDUM**

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To: Christopher Dillon

From: Kelley Conway

Date: July 14, 2025

Re: Approve and authorize the Acting Town Manager to execute the  
Recreational Trail Assent Agreement with Massachusetts Electric  
Company for the Yankee Doodle Bike Path Project

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The motion for the Board to approve and execute this assent agreement is as follows:

MOVED: To approve and authorize the Acting Town Manager to execute the Recreational Trail Assent Agreement with Massachusetts Electric Company for the Yankee Doodle Bike Path Project.



## TRAIL ASSENT AGREEMENT

THIS TRAIL ASSENT AGREEMENT (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation having a usual place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter the "Company") and **THE TOWN OF BILLERICA**, a municipal corporation, with a usual place of business c/o Town Hall, 365 Boston Road, Billerica, Massachusetts 01821 (hereinafter the "Grantee").

### RECITALS:

WHEREAS, the Company is the owner of certain perpetual rights and easements in, over, across, under, through and upon certain land in Billerica, Massachusetts, all as more particularly described in that easement deed from Charles E. Stearns, Trustee of the Pond Meadow Realty Trust, to Company dated March 20, 1969 and recorded with the Middlesex North District Registry of Deeds (the "Registry") in Book 1880, Page 762 (the "Easement") and shown on that plan recorded with the Registry in Plan Book 108 as Plan 81 (hereinafter, collectively referred to as the "Company's Easement Area"); and

WHEREAS, the Grantee desires to use portions of the Company's Easement Area (the "Assent Area") to the extent depicted on the following three (3) plan sheets (collectively, the "Property Plan") entitled "BILLERICA YANKEE DOODLE BIKE PATH PRELIMINARY RIGHT OF WAY LOCATIONS PLANS, SHEET 2 of 3;" "BILLERICA YANKEE DOODLE BIKE PATH PRELIMINARY RIGHT OF WAY PROPERTY PLANS, SHEET 3 of 13" and "BILLERICA YANKEE DOODLE BIKE PATH PRELIMINARY RIGHT OF WAY PROPERTY PLANS, SHEET 4 of 13", which Property Plan is part of that 100% plan and profile set (the "Project Plan Set") entitled: "PLAN AND PROFILE OF YANKEE DOODLE BIKE PATH IN THE TOWN OF BILLERICA MIDDLESEX COUNTY PRELIMINARY RIGHT OF WAY PLANS FEDERAL PROJECT NO. \_\_\_\_\_" late dated on 5/9/2025, prepared by Hancock Associates ("Surveyor"), for the purpose of constructing and maintaining a paved recreational trail layout for pedestrian and bicycle use (hereinafter "Walkway") with appurtenant features and improvements and with graded shoulders as shown on the following plan sheets within the Project Plan Set: "BILLERICA YANKEE DOODLE BIKE PATH PRELIMINARY RIGHT OF WAY TYPICAL SECTIONS, SHEET 1 OF 4;" "BILLERICA YANKEE DOODLE BIKE PATH PRELIMINARY RIGHT OF WAY CRITICAL PROFILES, SHEETS 3 of 17" and "BILLERICA YANKEE DOODLE BIKE PATH PRELIMINARY RIGHT OF WAY CRITICAL PROFILES, SHEETS 5 of 17" (the "Profile Plans" and, hereinafter, together with the Property Plan, the "Plans and Specifications") prepared by Surveyor, all in connection with Grantee's construction and operation of the Yankee Doodle Bike Path (the "Project"); and

WHEREAS, reduced copies of the Property Plan are attached hereto as Exhibit A and made a part hereof, and reduced copies of the Profile Plans are attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Grantee has requested that the Company assent to the Grantee's use of the Assent Area for the purposes of a recreational trail; and

WHEREAS, the Company has agreed to grant its assent to the Grantee's use of the Assent Area for the purposes of a recreational trail pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

## **1. GRANT OF ASSENT**

The Company assents to Grantee's installation, construction, maintenance, repair and replacement of the Walkway and certain other improvements within the Assent Area as shown more particularly on the Plans and Specifications (collectively, the Walkway and the other improvements are the "Improvements") solely for use of a recreational trail for pedestrians, bicycles and ADA compliant motorized vehicles and wheelchairs only (the "Permitted Use") subject to the terms and conditions set forth in this Agreement and subject to the rights of the underlying landowners. Said assent is further granted upon the condition that Grantee acquire, heretofore or hereafter by grant or order of taking or other lawful means, easements or rights from said underlying landowners. In all instances any use of the Walkway, the Assent Area and the Company's Easement Area that would prevent the application of the protections afforded by M.G.L. ch.21 §17C shall be prohibited hereunder.

## **2. GRANTEE'S USE AND OCCUPANCY OF THE ASSENT AREA**

(a) The Grantee's use and occupancy of the Assent Area shall be restricted exclusively to the installation, repair, security, maintenance and replacement of the Improvements, and the use of the Walkway for the Permitted Uses. No motorized vehicles are allowed on the Assent Area except, to the extent the Assent Area support the same, first responders, emergency and maintenance and small construction vehicles and motorized ADA compliant wheelchairs of disabled persons. Equestrian use is prohibited.

(b) With respect to such use and occupancy and/or the performance of any obligations set forth in this Agreement, Grantee covenants, agrees and acknowledges that:

(i) Access over Company's Easement Area by Grantee and its agents, employees, licensees, servants, and contractors (each and collectively, "Grantee Party") and invitees (the term "invitees", as used in this Agreement, shall be deemed to include visitors and members of the general public) shall occur only within the Assent Area. Access to the Assent Area shall be from abutting public rights of way only and shall not cross any other portion of the Company's Easement Area or other private property without Grantee obtaining the consent of Company or other applicable property owner.

(ii) The Improvements shall only be installed within the Assent Area in those locations and using those methods set forth in the Plans and Specifications. No changes shall be made to the Improvements without the prior written approval of Company as set forth in Section 14 below. Within sixty (60) days following completion of installation of the Improvements, the Grantee agrees to deliver to Company an "as built" plan prepared by a registered professional engineer indicating the exact location of the Improvements and all final grades within the Assent Area and certifying that the Improvements have been located in strict compliance with the approved Plans and Specifications. No other improvements other than the Improvements may be installed within the Assent Area without Company's prior written approval and in accordance with Section 14 hereof. Grantee shall promptly remove any improvement not approved by Company at Grantee's sole cost and expense. The Improvements and the care thereof shall be the sole property and responsibility of the Grantee.

(iii) Grantee shall keep the Assent Area and the Improvements in good condition and repair at all times at the Grantee's sole cost and expense, including protecting the same against erosion and similar damage caused by the installation and maintenance of the Improvements. Grantee shall properly restore, repair and maintain the Assent Area or any physical condition of the surface or subsurface of the Assent Area (including but not limited to sinkholes) that impacts the use of the Assent Area by the Company, and shall at all times keep the Assent Area free of any debris, trash, rubbish or other obstructions, and water, ice and snow.

(iv) Grantee shall notify the Company's Manager of Right of Way & Survey, Christopher Parella (christopher.parella@nationalgrid.com) or his successor, at least forty-eight (48) hours before commencing the initial installation of the Improvements within the Assent Area. Following initial installation of the Improvements, Grantee shall notify Company's Manager of Right of Way & Survey at least forty-eight (48) hours in advance of the commencement of any repair to the Improvements; provided, however, that if Grantee is unable to notify Company in advance as a result of an emergency, Grantee may provide fewer than forty-eight (48) hours notice to Company for such access. In addition, Grantee shall obtain Company's prior written consent to any repairs that require excavation or grade changes or replacement of all or substantially all of an Improvement ("Major Repair"), which consent shall not be unreasonably withheld or delayed, and, at Company's option, Major Repairs may be under the supervision of Company, and any cost of such supervision shall be paid for by Grantee. In the event that Grantee requires temporary access to areas of Company's Easement Area outside the Assent Area in order to maintain or repair the Improvements, Grantee shall so notify Company at least forty-eight (48) hours in advance and obtain Company's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(v) Except in connection with the initial installation and repair of the Improvements in accordance with the approved Plans and Specifications and subsection (iv) above, Grantee shall not excavate or change the grade of the Assent Area. Grantee shall locate all underground lines and wires buried in areas to be excavated and shall protect them against damage. If a buried underground line, wire or appurtenance is damaged or broken by Grantee or any Grantee Party, the Grantee shall immediately notify Company, stop work in the vicinity of the line or wire and prevent anyone from having any contact with it until such time as Company determines working in that area is safe.

(vi) Company is under no obligation to restore, repair, maintain or secure any portion of the Company's Easement Area (including the Assent Area), to provide any watchmen or other security for the Assent Area for the safety of Grantee, any Grantee Party and/or its invitees upon, within, or about the Assent Area, to furnish for the Grantee any services of any nature whatsoever, or to make the Improvements, including the Walkway, serviceable for passage or any other purpose in any respect, including, without limitation, the removal of debris, trash, rubbish or other obstructions, or water, ice or snow, all of which are the sole responsibility of Grantee.

(vii) It is understood and agreed that Company is not making and has not at any time made, and Company hereby disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Company's Easement Area, including the Assent Area (or the condition, safety, title, or fitness thereof), including but not limited to any warranties or representations as to habitability, merchantability, fitness or suitability for a particular purpose, including the Permitted Uses, and Grantee hereby



expressly waives any such warranties. Grantee, on behalf of itself and any other Grantee Party and invitee, further accepts the Assent Area in their “as is, where is, with all faults” condition and shall use the same at its sole risk. Grantee has not relied on will not rely on, and Company is not liable for or bound by any express or implied warranties, guaranties, covenants (including, not limited to, any express or implied covenant of quiet enjoyment), statement, representations, or information pertaining to the Assent Area and/or Company’s Easement Area or relating thereto made or furnished by Company or any employee representing or purporting to represent Company, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Grantee also acknowledges that the consideration reflects and takes into account that the Assent Area are being used “as is.”

(viii) Grantee represents and warrants to Company that Grantee has conducted, prior to the Effective Date, such investigations of the Assent Area including, but not limited to, the physical and environmental conditions thereof and suitability thereof for the construction of the Improvements and the Permitted Uses, as the Grantee deems necessary or desirable to satisfy itself as to the condition of the Assent Area, the suitability of the Assent Area for construction of the Improvements and the Permitted Uses, and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Assent Area, and will rely upon the same and not upon any information provided by or on behalf of the Company or its agents or employees with respect thereto. Grantee represents and warrants to Company that upon the commencement date of this Agreement, Grantee shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, the unsuitability of the Assent Area for the Grantee’s intended use, or the current and future existence of Company’s facilities on the Company’s Easement Area and the inherently dangerous nature thereof, may exist and Grantee shall be deemed to have waived, relinquished, and released Company and Company’s affiliates, successors, assigns, officer, directors, shareholder, employees and agents, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney fees) of any and every kind or character, known or unknown, which Grantee might have asserted or alleged against Company or Company’s affiliates, successors, assigns, officer, directors, shareholder, employees and agents, at any time by reason of or arising out of any latent or patent physical conditions, violations of applicable laws, unsuitability of the Assent Area for the Grantee’s intended use, the existence of Company’s facilities, both current and to be constructed in the future, and the inherently dangerous nature thereof, breach of any express or implied covenant of quiet enjoyment, and any and all other acts, omission, events, circumstances, or matters regarding the Company’s Easement Area.

(ix) Grantee’s agents, employees, licensees, servants and contractors shall at all times (1) comply with the terms and conditions of this Agreement including, without limitation, the conditions, as applicable, set forth in Exhibit C attached hereto and made a part hereof entitled “Conditions for Activities Within Electric Transmission Line Rights of Way;” (2) take all necessary precautions for the safety of Grantee’s agents, employees, licensees, servants, contractors and invitees upon, within, or about the Assent Area including, without limitation, maintaining any enclosures (such as fences) and providing for such watchmen or other security as necessary in order to prevent unauthorized or inappropriate activities, accidents or injury to persons and property on, about or adjacent to the Assent Area; and (3) comply with all applicable provisions of federal, state, and municipal laws, statutes, codes, rules, regulations and ordinances and any successor laws, statutes, codes,

rules, regulations and ordinances thereto in order to prevent unauthorized or inappropriate activities, accidents or injury to persons and property on, about, or adjacent to the Assent Area, including, without limitation, the National Electric Safety Code, 220 CMR 125.00 (“Installation and Maintenance of Electric Transmission”), MGL Chapter 166 Section 21A (“Coming into Close Proximity to High Voltage Lines”), and all OSHA regulations governing working clearances to electric distribution and transmission lines. Although OSHA Regulations 29 CFR 1926 Subpart CC and 29 CFR 1926.1501 may be specific to equipment that can hoist, lower, and horizontally move a suspended load, all equipment operating within a right-of-way shall maintain the clearances specified in these regulations, including but not limited to cranes, backhoes, excavators, forklifts, pile drivers, and drill-rigs. Grantee shall ensure that the Assent Area are used by Grantee’s agents, employees, Grantees, servants, contractors and invitees only for the purposes expressly authorized in this Agreement.

(x) Grantee shall comply with all applicable provisions of federal, state, and municipal laws, statutes, codes, rules, regulations and ordinances and any successor laws, statutes, codes, rules, regulations and ordinances thereto affecting the Assent Area and its occupancy and the use thereof pursuant to the terms of this Agreement (the “Applicable Laws”). If any provision of this Agreement is less restrictive than the Applicable Laws, then Grantee shall comply with the more restrictive Applicable Laws.

(xi) Subject to Section 3 of this Agreement, Company shall have the right to use the Assent Area, including use of the Walkway, at such times and in a manner not inconsistent with this Agreement. Grantee shall not damage bridges, culverts, roads or trails used by the Company to gain access to or along the Company’s Easement Area (including the Assent Area) or interfere with, block, or impede the Company’s access to or along the Assent Area or the Company’s Property, including without limitation, Company’s transmission/distribution/gas lines, equipment, structures and facilities. Grantee shall ensure that the Walkway’s design allows for Company’s unlimited access to Company’s Easement Area and any and all of its facilities located thereon or thereunder, including, without limitation, access to any manholes and any underground facilities. Further, Grantee covenants and agrees to construct the Improvements to withstand the weight and impact of heavy load vehicles, including, without limitation, HS-25 Load vehicles, and equipment operated by Company during the maintenance and operation of its existing structures and facilities at or within Company’s Easement Area or operated by Company during the construction, installation, operation and maintenance of additional structures or facilities at Company’s Easement Area.

(xii) Grantee shall not place, store, or stockpile, either temporarily or permanently, or otherwise accumulate any items, objects or articles within the Assent Area, including, without limitation, earth, construction materials or debris, excavated soils, trailers, storage containers, equipment or vehicles upon the Assent Area without Company’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(xiii) Grantee covenants and agrees to pay Company on demand any and all costs and expenses incurred by Company which are directly or indirectly related to Grantee’s exercise of its rights or the performance of its obligations under this Agreement, including but not limited to, any and all costs for repairs of, or modifications to, any structures, clearances, or any guys, anchors, grounds, counterpoises, culverts or any other utility facility or equipment on the Company’s Easement Area.

(xiv) Prior to construction of the Improvements, or any other improvements that have been approved in advance by Company such as those described in Section 13, Grantee shall have obtained any and all final federal, state, local and other licenses, permits, approvals and authorizations (including without limitation, from applicable conservation and/or wetland commissions and any third parties) that are necessary or required for the construction and use of the Improvements, including the Walkway, with all appeal periods for such Approvals having expired with no appeals having been taken (collectively, the “Approvals” and individually an “Approval”), which Approvals shall be in form and substance acceptable to Company (including without limitation all conditions made a part of any Approval). In the event that Grantee fails to secure all of said Approvals on or before the fifth (5<sup>th</sup>) anniversary of the execution of this Agreement and commenced construction of the Improvements, then both parties acknowledge and agree that this Agreement shall be null and void and without recourse to the parties hereto, except for any provisions of this Agreement which by their terms shall survive termination.

### **3. COMPANY’S RESERVATION OF RIGHTS**

(a) The parties hereto agree and acknowledge that Company and its affiliates serve a public purpose to which the Grantee’s use of the Assent Area as set forth herein is subject and subordinate. Accordingly, the Grantee agrees that this Agreement and the exercise of its rights or performance of its obligations under this Agreement by the Grantee shall not interfere with Company’s or any of its affiliates’ present and/or future business operations, including, but not limited to, the construction, reconstruction, repair, maintenance, renewal, replacement, expansion, use and operation of the Company’s present or future facilities, including but not limited to transmission lines, structures and facilities, located or to be located over, across, under or adjacent to the Assent Area, provided that Company acknowledges that the Improvements, if constructed in strict accordance with the Plans and Specifications, will not constitute an unreasonable interference with Company’s use of the Assent Area as it is currently used by Company as of the date of this Agreement. Furthermore, Company expressly reserves the right to enter upon the Assent Area, including without limitation, the Walkway, at any time for any purpose whatsoever in connection with the construction, reconstruction, repair, maintenance, renewal, replacement, expansion, use and operation of the Company’s present or future facilities, including but not limited to transmission lines, structures and facilities, and to temporarily restrict or prohibit access to and along the Assent Area, when required by Company’s business activities as determined by Company in its sole reasonable discretion. Company shall endeavor to give Grantee at least forty eight hours prior verbal notice of any such restriction or prohibition on access to the Assent Area along with the estimated duration of such restriction or prohibition (provided that Company shall not be bound by such estimate), except that (a) in the event of an emergency, prior notice shall not be required but shall be given to Grantee as soon as practicable and (b) no notice shall be required for routine maintenance (including without limitation, tree trimming) or in the event that access is restricted or prohibited for less than 48 hours. Notwithstanding the foregoing, and subject to the rights and privileges reserved to Company under this Agreement, including without limitation, the foregoing provisions of this Section 3(a) and Section 8 hereof, Company agrees to use good faith efforts to ensure that it does not interfere unreasonably with the rights of the Grantee or the use of the Walkway by members of the public. Grantee agrees that neither the Company nor its affiliates, employees or agents of any of them shall be liable to the Grantee, its agents, employees, licensees, servants, contractors and invitees with respect to any claim or cause of action or right to payment for any personal injury or property damage resulting from or in any way connected with the rights herein reserved except to the extent caused by Company’s gross negligence or willful misconduct.



(b) If relocation or removal of any Improvements, including the Walkway, is deemed necessary by Company in connection with the present and/or future business activities of Company or any of its affiliates at the Company's Easement Area, or following an order or orders issued by the Federal Energy Regulatory Commission ("FERC") and/or the state Department of Public Utilities ("DPU"), and the resulting relocation or removal of Improvements impacts a portion of the Assent Area but does not block or significantly interfere with the use and operation of the Walkway, (1) Company shall have the right to require Grantee to relocate or remove the Improvements, or any of them, at Grantee's sole cost and expense, including without limitation any and all costs to place underground Company's facilities, equipment and structures; and (2) Grantee acknowledges and agrees that Company shall have no obligation to pay or reimburse Grantee or any person or entity that provides funding to the Grantee for the installation, operation, security, repair, or maintenance of the Improvements (or any replacements thereof or additions thereto) provided that Company gives the Town at least thirty (30) days prior written notice thereof, together with plans and specifications showing the relocated area. Company agrees to use reasonable efforts to find an alternate location within Company's Easement Area to which to relocate the portion of the Walkway affected by the business activities of Company or its affiliates and/or such overriding governmental regulatory actions, and the parties shall work together to describe and delineate all revisions to the property description and plans for the Improvements within appropriate documents that will amend this Agreement.

#### **4. INDEMNIFICATION**

To the fullest extent permitted by law, Grantee agrees that Grantee shall, or shall cause any person or entity acting on behalf of Grantee (including, without limitation, any contractors and subcontractors and any other Grantee Party) to, pay and release, protect, defend with counsel satisfactory to Company, indemnify and save harmless Company and its affiliates, and employees or agents of any of them, from and against, any and all liabilities, loss, damages, costs, expenses (including any and all attorneys' fees, costs and expenses of Company), causes of action, suits, claims, obligations, demands or judgments of any nature whatsoever caused by, arising from, or in any way related to Grantee's exercise of its rights or performance of its obligations under this Agreement, and (i) any work, act or omission to act done in, on or about the Assent Area or any part thereof, by or on behalf of the Grantee, any person claiming under Grantee, or any Grantee Party; (ii) injury to, or the death of, persons or damage to property (including real property, personal property and environmental or natural resource damages) within the Assent Area or upon Company's Easement Area or economic damages directly or indirectly caused by or in any way arising out of or in any way connected with the use, nonuse, condition, possession, operation, maintenance, management or occupation of the Assent Area by the Grantee, any person claiming under the Grantee, any Grantee Party, or any invitees, or resulting from the condition of the Assent Area; including without limitation any annoyance caused by discharge currents; (iii) with Company's rights reserved in this Agreement; or (iv) violation of any agreement or condition of this Agreement or of any Applicable Laws or other requirements affecting the Assent Area or the ownership, occupancy or use thereof, by Grantee or any person claiming under the Grantee or any Grantee Party (including the failure to obtain the necessary Approvals as required herein). The foregoing indemnification shall not include injury or damage to the extent directly caused by the gross negligence or willful misconduct of the Company as set forth in a final judgment rendered by a court of competent jurisdiction. Grantee shall take prompt action to defend (with counsel reasonably satisfactory to Company) and indemnify Company against claims, actual or threatened, but in no event later than notice by Company to the Grantee of the service of a notice, summons, complaint, petition or other service of process against Company, alleging damage, injury, liability, or expenses attributed in any way to this Agreement or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Grantee, or any person claiming under Grantee or any Grantee Party. The Grantee shall defend any such claim or threatened claim, including,

as applicable, engagement of legal counsel (satisfactory to Company), to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, Grantee understands and agrees it is responsible for any and all costs and expenses incurred by Company to enforce this indemnification provision. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

## **5. INSURANCE**

Grantee shall comply with the Insurance Requirements prior to the commencement of the work on the Project as set forth in the attached Exhibit D, incorporated herein by reference and made a part hereof. Grantee agrees that Company shall have no obligation to insure the Improvements.

## **6. HAZARDOUS MATERIALS; OIL**

The Grantee covenants and agrees with the Company that neither the Grantee nor any person claiming under the Grantee, nor any Grantee Party, or invitees of the Grantee or any such person shall bring onto, store, generate, or permit to be stored or generated on the Company's Easement Area, including but not limited to the Assent Area, any oil, hazardous material, hazardous waste or hazardous substance as those terms are defined by any applicable federal, state or municipal law, regulation, code, or ordinances including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq. In the event, during installation, operation or maintenance of the Improvements, any such oil, hazardous material, hazardous waste or hazardous substance (collectively, "hazardous materials") are discovered to be present at the Assent Area or at the Company's Easement Area, without any obligation by Grantee to discover same except to the extent as set forth in subparagraph (viii) above, Grantee shall immediately inform the Company of such discovery and, at Company's option, Grantee shall perform or cause to be performed, if associated with Grantee's activities and not caused by Company's gross negligence or willful misconduct, at Grantee's sole cost and expense and to the reasonable satisfaction of Company, remediation or removal of said hazardous materials in accordance with (i) any and all Applicable Laws and (ii) a remedial action work plan reviewed and approved in advance by Company which approval shall not be unreasonably withheld, conditioned or delayed. The Grantee shall, to the extent permitted by law, indemnify and hold the Company harmless from and against any claim, liability, loss, damage or expense (including reasonable attorneys' fees, costs, expenses, assessments, remedial or response actions) arising from or related to any violation of any Applicable Law or from a breach of the terms and provisions of this paragraph by any person utilizing the Assent Area including the Grantee, any person claiming under Grantee, any Grantee Party or any invitees. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

## **7. DEFAULT**

If the Grantee shall fail to observe or perform any of its agreements or obligations under this Agreement, Company shall provide written notice thereof to the Grantee, and, if Company determines in its sole discretion that the Grantee's failure to observe or perform its agreements or obligations constitutes a public safety hazard, Company may suspend use of and deny all public access to the Walkway until such time as said default is cured. Further, if any such default shall not be cured within thirty (30) days of Company's delivery of written notice of default, which written notice shall be delivered to the Grantee's usual place of business set forth in the recitals of this Agreement, or such longer time as is necessary to cure such default, provided Grantee is diligently and continuously

pursuing such cure, but under no circumstances shall such cure period exceed sixty (60) days from Company's delivery of written notice of a default without Company's prior written agreement, such agreement not to be unreasonably withheld, conditioned or delayed, Company may, at its sole option, (i) seek specific performance or other equitable relief from a court of competent jurisdiction; (ii) without obligation, cure such default if such default can be cured by Company, which cure may include, without limitation, performing maintenance and repairs to the Assent Area, and Company shall invoice the Grantee for the cost of such cure, which invoice the Grantee shall promptly pay without setoff, abatement, suspension, deferment, reduction or deduction, no later than thirty (30) days from the date of such invoice without condition or delay; (iii) terminate this Agreement (subject to the following sentences); and/or (iv) exercise any other remedy at law or in equity. Company's remedies hereunder shall be cumulative and not exclusive to any other available remedy. Company and Grantee also hereby waive trial by jury in any action to which they are parties. If Company elects to terminate this Agreement, Company shall give written notice thereof to Grantee of the proposed date of termination in order to provide the Grantee the opportunity to contact the Massachusetts Division of the Federal Highway Administration (FHWA), the state Executive Office of Transportation (EOT), and the Massachusetts Department of Transportation (MassDOT), and to schedule and convene as soon as practicable and to the extent necessary an emergency meeting with Company, FHWA, EOT and MassDOT representatives and any other interested parties, in order to discuss the circumstances and possible alternative measures which may be available and reasonable. If the parties cannot agree on said alternative measures, this Agreement shall terminate and be of no further force and effect as of the date stated in said notice, except as to such of Grantee's liabilities or obligations hereunder, actual or contingent, as shall have arisen on or prior to such date of termination or which by their terms survive said termination.

## **8. TERMINATION**

(a) The parties hereto agree and acknowledge that Company and its affiliates serve a public purpose to which the Grantee's use of the Assent Area as set forth herein is subject and subordinate. Accordingly, notwithstanding anything contained in this Agreement to the contrary, in the event that Company determines, in its sole discretion, that it needs to use all or a portion of the Assent Area in connection with the present and or future business activities of Company or its affiliates (as the same is or may be approved by DPU, FERC or other appropriate regulatory authority), such that continued use of all or a portion of the Assent Area by Grantee as provided in this Agreement is deemed by Company in its sole discretion to be incompatible with Company's or its affiliates business activities, Company reserves the right to terminate this Agreement with respect to all or a portion of the Assent Area at any time by giving to Grantee a written notice of termination at least twelve (12) months prior to the effective date of said termination. On or prior to the filing for any approvals from the DPU or FERC in connection therewith, if any, Company agrees to provide notice to the Grantee of its need to remove the Improvements in connection with its present and future business activities and its intention to file for such approvals, in order to provide the Grantee the opportunity to contact the FHWA, EOT and MassDOT, and to schedule and convene as soon as practicable and to the extent necessary an emergency meeting with Company, FHWA, EOT and MassDOT representatives and any other interested parties, in order to discuss the circumstances and possible alternative measures which may be available and reasonable. During such twelve (12) month period, Company and Grantee shall use commercially reasonable efforts to find an alternate location within Company's Easement Area to which to relocate the Walkway; provided, however, that Company shall not be obligated to make available an alternate location if Company deems the presence of the Walkway or the activities conducted thereon to be incompatible with Company's business operations. Upon the effective date of termination, this Agreement shall be of no further force and effect except as to such of Grantee's liabilities or obligations hereunder, actual or contingent, as shall have arisen on or prior to such date of termination or which by their terms survive the termination of this Agreement.



(b) Notwithstanding anything herein contained to the contrary, in the event that Company determines, in its sole discretion, that the condition of the Assent Area constitutes a safety and/or security risk, Company may immediately restrict access to the Assent Area so long as such condition exists in Company's sole discretion and shall provide Grantee written notice of the condition(s) creating such safety and/or security risk. In the event that Grantee cannot correct or does not commence to correct any such condition(s) creating such safety and/or security risk within twenty (20) days after notice from Company, Company may, immediately or at any time thereafter while such failure continues, terminate this Agreement by giving notice of termination to Grantee. In addition, in the event a change in the Applicable Laws, including, without limitation, M.G.L. ch.21 §17C, or a reinterpretation of said Applicable Laws results in, in Company's sole discretion, increased financial or reputational risk to the Company, and Grantee cannot mitigate or does not commence to mitigate such financial or reputational risk within twenty (20) days after notice from Company, Company may, immediately or at any time thereafter while such failure continues, terminate this Agreement by giving notice of termination to Grantee. In any such event, Grantee shall schedule and convene as soon as practicable and to the extent necessary an emergency meeting with Company, FHWA, EOT and MassDOT representatives and any other interested parties, in order to discuss the circumstances and possible alternative measures which may be available and reasonable regarding the foregoing.

**9. ASSIGNMENT**

This Agreement is not assignable voluntarily, involuntarily or by operation of law, in whole or in part, by Grantee.

**10. NOTICE**

All notices required or permitted under this Agreement shall be in writing and either delivered in hand or mailed (a) by certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other nationally recognized overnight mail carrier furnishing evidence of receipt, to:

Company: Massachusetts Electric Company  
170 Data Drive  
Waltham, MA 02451  
Attention: Manager, Right of Way & Survey, NE

with a copy to: National Grid USA Service Company, Inc.  
Legal Department  
170 Data Drive  
Waltham MA 02451  
Attention: Assistant General Counsel, Real Estate

Grantee: Town of Billerica  
Town Hall  
365 Boston Road  
Billerica, MA 01821  
Attention: Town Manager

and with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, MA \_\_\_\_\_

Attention:

Either party may change the address at which it is to receive notices by giving notice as hereinabove set forth. Any notice or other communication in connection with this Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted).

## 11. GENERAL PROVISIONS

(a) Failure of the Company to complain of any act or omission hereunder on the part of the Grantee, no matter how long the same may continue, shall not be deemed a waiver by the Company of any of its rights hereunder. No waiver by the Company at any time, express or implied, of any breach of any provision of this Agreement shall ever be deemed a waiver of a breach of any other provision of this Agreement, or a consent to any subsequent breach of the same or any other provision. If any action by the Grantee shall require the Company's consent or approval, such consent or approval on any particular occasion shall not be deemed a consent or approval of any other action on any subsequent occasion.

(b) If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law.

(c) The paragraph and section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

(d) This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing and understandings between the parties relating to the subject matter hereof, and is subject to no understandings, conditions, or representations other than those expressly stated herein.

(e) This Agreement may only be amended or modified by a writing signed by the Company and the Grantee and which refers to this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The Grantee agrees and consents that venue and jurisdiction shall be proper in the state court of any county of the Commonwealth of Massachusetts.

(g) Neither party to this Agreement shall be responsible to the other for delays or errors in its performance or other breach of this Agreement occurring solely by reason of circumstances beyond its reasonable control, including acts of civil or military authority, national emergencies, fire, epidemics, pandemics, labor disputes, flood or catastrophe, acts of God, insurrection, war, riots, delays of suppliers, or failure of transportation or communication.

(h) If the Grantee executes this Agreement through an agent or representative, each such agent or representative hereby warrants and represents to the Company that he is authorized to execute, acknowledge, and deliver this Agreement on behalf of the Grantee and to thereby bind the Grantee to the same.

(i) The rights of the Grantee under this Agreement are subject to any and all existing rights held by others within the Assent Area.

(j) This Agreement: (i) may be executed in counterparts, each of which when executed by all parties to this Agreement shall be deemed to be an original; (ii) shall take effect as a sealed instrument; (iii) shall bind and inure to the parties and their respective legal representatives, successors and assigns, except that the Grantee may not delegate any of its obligations under this Agreement or assign this Agreement; and (iv) is not intended to inure to any third-party beneficiary.

(k) Company and Grantee acknowledge that each of them and their counsel have had an opportunity to review this Agreement and that this Agreement shall not be construed against Company merely because Company has prepared it.

## **12. EMINENT DOMAIN; CASUALTY**

If the Assent Area or the Company's Easement Area, in whole or in part, is appropriated or acquired by any governmental agency or other party having the power of eminent domain, the Company may terminate this Agreement; provided, however, that if only a portion of the Assent Area or Company's Easement Area is taken for easement purposes and/or if the Assent Area or Company's Easement Area is taken only on a temporary basis, and such portion or temporary taking does not adversely or substantially affect, in Company's sole discretion, Company's use of Company's Easement Area such that it needs to remove the Improvements, then Company shall not terminate this Agreement but Company may require the Grantee to relocate the Improvements in accordance with the provisions of Section 3(b) of this Agreement. Any damages recoverable in respect to such appropriation or acquisition shall be the sole property of Company, and the Grantee hereby releases unto Company any interest it may have in the same. If the Improvements, in whole or in part, are damaged or destroyed by any fire or other casualty, Company shall have no obligation to Grantee to repair or restore the Improvements; all such repairs and restoration shall be the sole obligation of the Grantee, at its sole cost and expense excepting that caused by Company's gross negligence or willful misconduct.

## **13. PLANS AND SPECIFICATIONS; ACCESS PRIOR TO EFFECTIVE DATE**

The design and construction of the Improvements shall be at the sole cost and expense of Grantee. Prior to installation of any additional improvements on the Company's Easement Area beyond the Improvements shown on the Plans and Specifications, the Grantee shall deliver a complete set of amended plans and specifications ("Amended Plans and Specifications") for such additional improvements to the Company for Company's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any modifications to the Plans and Specifications or any Amended Plans and Specifications after Company's original approval shall also require the Company's written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

## **14. EFFECTIVE DATE**

Notwithstanding any provision in this Agreement to the contrary, this Agreement is expressly conditioned upon, and shall not become effective unless and until, the completion of all of the following to the Company's reasonable satisfaction and in accordance with the provisions of this Agreement, and the date on which all such conditions are fully satisfied shall be the "Effective Date" of this Agreement.



(a) The Grantee has supplied the Company with a final set of Plans and Specifications fully depicting the Improvements to be installed on the Assent Area to construct the Walkway, and the Company has approved in writing the locations of and installation method therefor.

(b) Grantee has obtained all of the Approvals in accordance with the terms of this Agreement;

(c) Grantee has obtained the insurance required by Section 5 of this Agreement and has delivered certificates of insurance to Company evidencing such insurance;

(d) Grantee has provided to Company written confirmation, which may be in the form of a written representation by the Grantee, that there are no issues with any abutters or underlying landowners regarding use of the Company's Easement Area for the Permitted Uses. In addition, Grantee has provided a clerk's certificate evidencing the governing authorization for its entry into this Agreement, at least one (1) month prior to the execution of the Effective Date Agreement.

(e) Grantee and Company have executed the agreement defined the Effective Date, amongst others, in the form attached hereto as Exhibit E (the "Effective Date Agreement").

If any of the conditions contained in this Section 15 are not completed to the Company's satisfaction on or before one (1) year from the date of this Agreement, the Company may, at its option, terminate this Agreement by written notice to the Grantee, in which event this Agreement shall be null and void and without recourse to the parties hereto, except for any provisions of this Agreement which by their terms shall survive said termination.

[End of Document - Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers under seal effective upon the date first above written.

COMPANY: MASSACHUSETTS ELECTRIC COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTEE: TOWN OF BILLERICA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT LIST

EXHIBIT A- PROPERTY PLAN

EXHIBIT B – PLANS AND SPECIFICIATIONS

EXHIBIT C- CONDITIONS FOR ACTIVITIES WITHIN RIGHTS OF WAY

EXHIBIT D- INSURANCE REQUIREMENTS

EXHIBIT E- EFFECTIVE DATE AGREEMENT

**EXHIBIT A**  
**PROPERTY PLAN**



**EXHIBIT B**

**PLANS AND SPECIFICATIONS**

## EXHIBIT C

### CONDITIONS FOR PROPOSED ACTIVITIES WITHIN ELECTRIC TRANSMISSION LINE RIGHTS-OF-WAY

#### 1. Compliance/Safety

A. All activities conducted by the Grantee shall comply with all applicable Federal, state, and local laws, statutes, rules, regulations, and codes. In particular, the requirements of the following statutes, regulations, and safety codes and guidelines, appropriate for the voltage(s) of the lines within the Assent Area, must be met:

- *National Electrical Safety Code*
- In Massachusetts, 220 CMR 125.00, “Installation and Maintenance of Electric Transmission Lines;” and MGL Chapter 166 Section 21A “Coming into Close Proximity to High Voltage Lines” except that the required clearance of six feet is insufficient. The minimum clearance allowed by OSHA shall be maintained.
- OSHA regulations governing working clearances to electric distribution and transmission lines. Although regulations 29 CFR 1926 Subpart CC and 29 CFR 1926.1501 may be specific to equipment that can hoist, lower, and horizontally move a suspended load, all equipment operating within a right-of-way shall maintain the clearances specified in these regulations, including but not limited to cranes, backhoes, excavators, forklifts, pile drivers, and drill-rigs. In accordance with 1926.1408, if the Grantee asks to encroach upon the 20 foot clearance requirement and requests voltages of electric lines near the proposed work or activity, Grantee shall provide an aerial photograph or detailed survey plan delineating the area of work or activity in proximity to electric lines and structures.
- Grantee must contact Dig Safe (888-344-7233 or 811) prior to any excavation work on the Assent Area, and take any and all reasonable measures to protect and secure worksite from entry by the general public.

B. The Grantee shall adequately ground vehicles, equipment, fences and gates, at all times and in accordance with applicable Federal, state, and local laws, statutes, rules, regulations, and design codes, including, but not limited to, those listed in paragraph A above and IEEE Standard 80.

#### 2. Protection of Transmission Line Facilities

The Grantee shall, at all times, protect transmission line facilities from damage. In addition to compliance with safety codes as described in paragraph 1 above, protection of transmission facilities shall, as a minimum, include the following:

- A. The Grantee shall operate any and all equipment at least 50 feet horizontally away from any transmission line pole, tower, guy wire, or guy anchor.
- B. When making a rough cut during excavation, the Grantee shall disturb no earth within an area bounded by a line drawn 25 feet plus 2.5 times the depth of the cut from the nearest transmission line pole, tower leg, guy wire, or guy anchor, but not less than 50 feet. Upon

completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than one vertical to five horizontal and stabilized with vegetation or rip-rap. The top of the slope shall be at least 50 feet from the nearest pole, tower leg, guy wire, or guy anchor.

- C. The Grantee shall not store or use explosives within the right-of-way.
  - D. No construction materials or debris, excavated soils, explosives, junk vehicles or other trash of any kind shall be stockpiled or disposed of on the Assent Area, and no oil or hazardous wastes or substances shall be stored or disposed of on the Assent Area.
  - E. The Grantee shall not unload or load vehicles or equipment within the right-of-way.
  - F. The Grantee shall place no above or below ground structures within the right-of-way, including, but not limited to, streetlights, signs, sheds, fences, septic systems, and swimming pools, other than as shown on the approved Plans and Specifications.
  - G. The Property shall not be used as a staging or marshalling yard for contractors, employees, equipment or materials.
  - H. No parking or storage of vehicles of any kind is allowed on the Assent Area including, but not limited to, automobiles, trucks, all-terrain vehicles (ATV's), four-wheel vehicles and boats.
- 3. Access to Right-of-way**
- A. The Grantee shall not at any time block or impede access to or along the right-of-way.
  - B. The Grantee shall not damage roads or ways used to gain access to or along the right-of-way.
- 4. Preservation of Rights and Future Use**
- A. Company reserves the right to determine any area(s) where improvements will not be permitted due to its need for these area(s) for its future facilities. This includes the bisector of angles in the right-of-way and generally includes areas adjacent to existing structures.
- 5. Protection of Interests**
- A. Mild shocks due to electrostatic currents may be felt when touching conductive structures or objects within the right-of-way. Although these shocks may be annoying, Company is unable to eliminate them.
- 6. Additional Conditions**
- A. Grantee shall install suitable two-inch (2") plastic markers, extending a minimum of three (3') feet above ground, at the point of entrance and exit of any pipelines, cables or other underground facilities installed by Grantee on the Assent Area.
  - B. Grantee shall notify Company of any survey monument, marker or stake that has become dislodged, lost or misplaced during installation of Grantee's facilities. Company will

resurvey the Assent Area and replace any such survey monument. Resurvey expense shall be reimbursed by Grantee to Company.

- C. In the event Company determines that injury or damage to, or interference with, its facilities may occur as a result of loss of metal from Company's, Grantee's or a third party's facilities due to corrosion or electrolysis caused or hastened by the installation of Grantee's facilities or by Grantee's activities, Company may require the following protective measures to be taken by Grantee. Grantee shall cover said facilities and shall install and maintain cathodic protection devices, all subject to prior approval of Company. Grantee shall keep accurate records of each such cathodic protection device, furnish Company with a copy of such records, and shall from time to time take such other and further protective measures as Company may require.
- D. Grantee shall install, maintain and provide adequate drainage facilities so that there will not be a collecting or pooling of surface or run-off waters upon the Assent Area resulting from the installation, construction, maintenance and operation of Grantee's equipment and facilities.
- E. Grantee shall provide not less than thirty (30") inches of cover over any underground facilities installed by Grantee pursuant hereto; such cover shall be compacted so as to be capable of withstanding AASHTO HS-25 highway load rating.
- F. Grantee is hereby notified that other underground physical occupations of the subject Assent Area may exist that do not appear upon the attached drawing and/or maps and property records maintained by Company. Accordingly, Grantee is cautioned to excavate carefully and comply with all applicable state and local laws and regulations with respect thereto.

## **7. Definitions**

- A. For the purposes of this Exhibit C only, the term "Grantee" shall include Grantee, its Invitees, and all other persons entering upon the Assent Area in connection with this Agreement and/or the Permitted Uses.



**EXHIBIT D**

**INSURANCE REQUIREMENTS**

1. **Insurance Requirements.** From the commencement of the Agreement, through final expiration or longer where specified below, Grantee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA, its direct and indirect parents, subsidiaries and affiliates including, without limitation, Company (collectively, the “Insured Entities”)), covering all operations, work and services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least A-, which at least meet or exceed the requirements listed herein:

- (a) **Workers’ Compensation and Employers Liability insurance** as required by the State in which the work activities under this Agreement will be performed. The employer’s liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.
- (b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Grantee under or in connection with this Agreement, with minimum limits of:

Combined Single Limit	- \$1,000,000 per occurrence
General Aggregate & Product Aggregate	- \$2,000,000 each

Coverage shall include: contractual liability (with this Agreement being included under the definition of “Insured Contract” thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U), additional insured as required in Section 5 below, and shall contain a separation of insureds condition. If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least two years thereafter.

- (c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Grantee under or in connection with this Agreement with minimum limits of:

Combined Single Limit - \$1,000,000 per occurrence

Additional insured as required in Section 5 below.

- (d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Section 1(b) above, shall apply excess of the required automobile, CGL and employer’s liability coverage required in this Exhibit, and shall provide additional insured status as required in Section 5 below.
- (e) **Commercial Property Insurance**, on an “all risk” basis, covering all personal property of every description owned or brought onto the Assent Area by Grantee, its employees, agents, contractors, tenants, subtenants or assignees, including stock-in-trade, furniture, fittings, trade

fixtures, in an amount not less than one hundred percent (100%) of the full replacement cost thereof.

- (f) **Watercraft Liability**, if used in connection with this Agreement, with the same **minimum** limits of liability as outlined in Section 1(b) above, and naming the Insured Entities, including their officers and employees, as additional insured as required in Section 5 below.
- (g) **Aircraft Liability**, if used in connection with this Agreement, with a limit of liability of not less than \$10,000,000 combined single limit per occurrence, and naming the Insured Entities, including their officers and employees, as additional insured as required in Section 5 below. Such coverage shall not include a per-passenger or per seat coverage limit.
- (h) **Contractors Pollution Liability (CPL)** covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all operations to be performed by or on behalf of Grantee, or that arise out of the Grantee's use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of not less than \$1,000,000 combined single limit per occurrence.

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as additional insured's as outlined in Section 5 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above, limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event Grantee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

- 2. **Homeowners/Sole Proprietors Insurance:** In the event that Grantee is either a homeowner or sole proprietor, the requirements in Sections 1(a) and (d) above do not apply. However, these requirements do apply to any contractors that have been hired by Grantee to perform any work activities on the Assent Area as defined in this Agreement.

In addition, if a homeowners insurance company will not provide the additional insured status to the Insured Entities as required in Section 5, Grantee agrees to indemnify and hold harmless the Insured Entities for any liability that would have otherwise been covered had the insurance carrier recognized the additional insured status.

- 3. **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in Sections 1(b), (c) and (d) above.
- 4. **Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities' representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Agreement. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

5. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insured for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Grantee, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: **National Grid USA, its direct and indirect parents, subsidiaries and affiliates shall be named as additional insured.**

To the extent Grantee's insurance coverage does not provide the full Additional insured coverage as required herein, Grantee agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Grantee's insurance coverage that may be out of compliance with this insurance requirement.

6. **Waiver of Recovery:** Grantee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this Agreement, or for any required coverage that may be self-insured by Grantee. To the extent Grantee's insurance carriers will not waive their right of subrogation against the Insured Entities, Grantee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Grantee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors or agents.
7. **Contractors:** In the event Grantee uses contractors in connection with this Agreement, it is expressly agreed that Grantee shall have the sole responsibility to make certain that all contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this Agreement, and thereafter as required. Grantee shall remain liable for the performance of the contractor, and such subcontract relationship shall not relieve Grantee of its obligations under this agreement.

Unless agreed to in writing by the Risk & Insurance Department of National Grid USA, any deductible or self-insured retentions maintained by any contractor, which shall be for the account of the contractor, and shall not exceed \$100,000. In addition, contractor shall name both the Grantee and the Insured Entities as additional insureds under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by a representative of the Insured Entities, Grantee shall provide the Insured Entities with an insurance certificate from its contractor evidencing this coverage.

In the event any contractor is unable to maintain all of the same insurance coverage as required in this Agreement, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in contractor's insurance coverage that may be out of compliance with these insurance requirements.

8. **Insurance Certification:** Upon execution of this Agreement, Grantee shall promptly provide the Insured Entities with (a) **Certificate(s) of Insurance** for all coverages required herein at the following address:

National Grid  
Attn: Risk & Insurance, Bldg. A-4  
300 Erie Boulevard West  
Syracuse, NY 13202

Grantee shall provide the Insured Entities with at least 30 days prior written notice at the above address of any cancellation or diminution of the insurance coverage required in this Agreement.

9. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Grantee fails immediately to procure other insurance as specified, Company has the right, but not the obligation, to procure such insurance and to invoice Grantee for said coverage.
10. **Incident Reports:** Grantee shall furnish the Risk & Insurance Department of National Grid USA at the address referenced in Section 8 above with copies of any non-privileged accident or incident report(s)(collectively, the “Documents”) sent to Grantee’s insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement, excluding any accidents or incidents occurring on Grantee's property not included in the Assent Area. If any of the Insured Entities are named in a lawsuit involving the operations and activities of Grantee associated with this Agreement, Grantee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by Company. However, in the event such Documents are deemed privileged and confidential (Attorney/Client Privilege), Grantee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney/Client Privilege.
11. **Other Coverage:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Grantee shall comply with any governmental site specific insurance requirements even if not stated herein.
12. **Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Grantee’s responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement, or limiting, diminishing, or waiving Grantee’s obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this Agreement.



**EXHIBIT E**

**EFFECTIVE DATE AGREEMENT**

THIS EFFECTIVE DATE AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation having a principal place of business at \_\_\_\_\_ (hereinafter "Company"), and \_\_\_\_\_, a \_\_\_\_\_ corporation having a principal place of business at \_\_\_\_\_ (hereinafter the "Grantee").

**RECITALS:**

WHEREAS, Company and Grantee have entered into that certain Trail Assent Agreement dated \_\_\_\_\_ (the "Assent Agreement"), which Assent Agreement is hereby incorporated by reference herein and made a part hereof, pursuant to which Company granted to Grantee the nonexclusive terminable right to use a portion of Company's Easement Area for the purpose of maintaining a paved walkway known as the Yankee Doodle Bike Path; and

WHEREAS, the parties agreed to enter into this Effective Date Agreement in order to establish the Effective Date of the Agreement and certain other items;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Effective Date of the Agreement is \_\_\_\_\_, 20\_\_.
2. Except as modified and amended hereby, the Agreement shall remain in full force and effect and is in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized officers under seal effective upon the date first above written.

COMPANY: MASSACHUSETTS ELECTRIC COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTEE: TOWN OF BILLERICA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# *Billerica Conservation Commission*

TOWN HALL, 365 BOSTON ROAD  
BILLERICA, MASSACHUSETTS 01821  
TELEPHONE (978) 671-0966



*Conservation of Natural Resources  
in  
Billerica, Massachusetts*

## **MEMORANDUM**

---

To: Select Board

From: Isabel Tourkantonis, Director of Environmental Affairs  
Conservation Department

Cc: Christopher Dillon, Acting Town Manager; Robert Maynard, Assistant Town  
Manager; John Speidel, Chief Assessor

Date: July 8, 2025

**RE: Request to Accept Donation of Land for Conservation Purposes  
Parcel ID: 20-4-0, Rangeway Road**

Members of the Board,

On behalf of the Conservation Commission, I am pleased to submit this request for the Town's acceptance of a parcel of forested land located off Rangeway Road. We have been working collaboratively with the heirs of the late Mrs. Mitzi Ferguson to acquire this property for conservation and preservation purposes. The parcel is located between the Rangeway Town Forest and Chelmsford/Billerica town line and directly abuts conservation-restricted (CR) land preserved as part of the Aspen Regency Apartment development. The land supports passive use, including existing walking trails and a section of the Old Middlesex Turnpike dirt path corridor. Once accepted, the property will serve as a direct link to other trail systems within Rangeway Town Forest. Acquisition of this land presents a significant opportunity to expand the Town's protection of valuable natural resources, including forested upland and wetland, floodplain, wetland buffer zone, and vernal pool habitat.

Additionally, this property and the surrounding forested areas are designated as a Local Landscape Component within the Core and Critical Natural Landscape areas on the Commonwealth's BioMap. BioMap is a state and local planning tool designed to help municipalities make informed decisions regarding land use and conservation. Areas mapped under Core Habitat and Critical Natural Landscape represent unfragmented ecosystems essential to the long-term survival of certain plant and wildlife species, and their habitats. These areas also provide substantial benefits to residents—supporting passive recreation, protecting drinking water, storm and flood protection, and contributing to overall public health and well-being. More information about BioMap is available at <https://biomap-mass-eoeea.hub.arcgis.com>.

The Conservation Commission voted unanimously to formally accept the land donation at its June 23, 2025 public meeting. The property owner(s) and the Billerica Conservation Commission have signed the deed, which was prepared by Town Counsel. The property acceptance and approval signature page for the Select Board is also attached for the Town's final acceptance. Additional information regarding the property and due diligence completed by the Town is provided below.

## **Basic Property Information**

**Owner:** C.A Realty Corp.

**Location:** Parcel ID: 20-4-0. Forested land between the Town of Chelmsford/Billerica boundary line and Town Rangeway Forest.  
(The subject property is shown as the gray shaded lot on the attached Billerica GIS aerial.

**Area:** One parcel totaling 18.24 acres

**Features:** The parcel is fully vegetated and supports forested wetland and upland areas including Bordering Vegetated Wetland, streams, floodplain, and Buffer Zone. The property is undeveloped, wooded/forested area that directly connects to Rangeway Town Forest and abuts conservation restricted (CR) areas located on adjacent private properties associated with the Aspen Regency Complex at 147 Rangeway Road and the Nolan CR located at 129 Rangeway Road. The Old Middlesex Turnpike dirt path bisects the property and is used as a walking trail. The subject parcel provides critical forested habitat that is vital in sustaining nearby vernal pools.

**Legal:** A title search was completed and vetted by the prior Town Counsel and further reviewed by the current Town Counsel, Brooks & DeRensis. The deed was prepared by Town Counsel and is attached for your reference. Working with Town Counsel and the Chief Assessor, the Town verified the property is free and clear of any title or tax issues.

Abutting properties include the residential neighborhood in the Town of Chelmsford on the northwest side and mixed private residential, industrial /commercial uses to the north and south. Field review completed by Conservation staff documented some historic dumping of debris (e.g., few tires and abandoned car parts/scrap metal adjacent to the Old Middlesex Turnpike path); there were no obvious signs of environmental contamination issues. *Miscellaneous debris may be removed as part of a springtime Billerica Clean Up Green Up Day.*

A Phase I Environmental Site Assessment (Phase I ESA) was completed by Coneco Engineers & Scientists as part of the Town's due diligence in acquiring the land. The purpose of completing a Phase I ESA is to ensure due diligence (e.g., regulatory research and assessment of any potential site or hazardous waste contamination issues associated with current or historic land use practices) is completed when the current or historic use of a property appears questionable or the subject lot directly abuts industrial and/or commercial properties. A release could represent a liability to the property

owner or operator under the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Chapter 21E of the Massachusetts General Laws.

The Phase I ESA identified an area of land that had been cleared on the northwestern portion of the Subject Property (shown on 1995 aerial photographs). This area was identified as a potential concern should historical land-filling or other related soil disturbance activities have occurred in this historically disturbed area. Due to the lack of information regarding how and why the area had been cleared, the Licensed Site Professional/Coneco recommended a limited subsurface investigation be completed to evaluate subsurface soil conditions (e.g., soil screening and lab analysis).

A Phase II ESA was subsequently completed in March 2024 to obtain qualitative and quantitative data and determine whether oil and/or hazardous materials had impacted soil at the Subject Property. Four test pits were completed and evaluated in the area that had been historically cleared. The Phase II ESA - Subsurface Investigation Report (dated April 11, 2024) concluded: *No filed indications of a release of oil and/or hazardous materials (OHM) to soil or groundwater at the Subject Property were identified by Coneco based on the findings of the subsurface investigation. The observations are supported by the laboratory analytical data for representative soil samples analyzed from the test pits advanced at the Subject Property. No EPH, RCRA 8 Metals, or VOC analyte concentrations were detected above or approaching the applicable MassDEP RCS-1 RCs in soil. Concentrations of several metals detected in the analyzed soil samples are considered to be consistent with naturally occurring background conditions. **Based on the findings of the investigation, no reportable release condition exists at the subject property and no further action is required or recommended by Coneco at this time with regard to environmental conditions at the subject property.***

Enclosures:

- Billerica GIS Aerial
- BioMap ArcGIS Web Map - Local Landscapes
- BioMap ArcGIS - Protected Open Space
- MassMapper – NHESP Certified Vernal Pool & Potential Vernal Pools
- **Select Board Acceptance & Approval of Grant of Property**
- Signed Billerica Conservation Commission Acceptance & Approval
- Signed Quitclaim Deed - Owner(s)

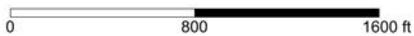




- NHESP Certified Vernal Pool
- NHESP Potential Vernal Pool
- Parcels with Orthos
- MA Highways
  - Interstate
  - US Highway
  - Numbered Routes
- Town Boundary



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



Printed on 07/08/2025 at 03:42 PM



# BioMap Legend

Assessor's Parcels

## BioMap Elements

Core Habitat

Local Wetlands

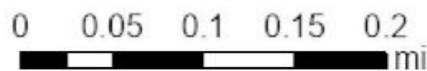
Local Wetlands Buffer

Local Landscapes

Local Vernal Pools

Conservation Restriction (CR)  
land around Aspen Regency  
Apartments property  
(30+ ac.)

Chelmsford  
Town Forest



ArcGIS Web Map



### BioMap Legend

- Assessor's Parcels
- Permanently Protected OpenSpace



0 0.05 0.1 0.15 0.2 mi

ArcGIS Web Map

# Rangeway Rd Donation



Potential Vernal Pools



NHESP Certified Vernal Pools



Property Tax Parcels

NHESP Estimated Habitats of Rare Wildlife



NHESP Priority Habitats of Rare Species



Map Features for Imagery





Hemenway  
& Barnes LLP

RECEIVED

JUN 17 2025

BILLERICA  
CONSERVATION DEPT.

75 State Street  
16th Floor  
Boston, MA 02109-1466  
t 617 227 7940  
f 617 227 0781  
www.hembar.com

Nancy E. Dempze  
Direct Dial (617) 557-9726  
ndempze@hembar.com

June 16, 2025

VIA FEDERAL EXPRESS #882070048724

Ms. Isabel S. Tourkantonis, PWS  
Director of Environmental Affairs  
Billerica Conservation Department, Town Hall  
365 Boston Rd.  
Billerica, MA 01821

Trustees

Counselors at Law

Michael J. Puzo  
Stephen W. Kidder  
Joan Garrity Flynn  
Kurt F. Somerville  
Teresa A. Belmonte  
Brian C. Broderick  
Nancy E. Dempze  
Joseph L. Bierwirth, Jr.  
Dennis R. Delaney  
Mark B. Elefante  
Eleanor A. Evans  
Johanna W. Schneider  
John J. Siciliano  
Sarah M. Waelchli  
M. Bradford Bedingfield  
Charles R. Platt  
Ryan P. McManus  
Kevin M. Ellis  
Steven L. Mangold

Michael E. Porter  
Jennifer Grace Miller  
John M. Stephan  
Alan E. McKenna  
Bryce J. Helfer  
Paul M. Cathcart, Jr.

Keirsa K. Johnson  
Cody A. Zane  
Emily A. Wagman  
Shannon M. Nelson  
Jeff K. York  
Dylan S. O'Sullivan

Lawrence T. Perera  
Frederic J. Marx  
R. Robert Woodburn  
Thomas L. Guidi  
Edward Notis-McConarty  
Diane C. Tillotson  
Charles Fayerweather  
Arthur B. Page  
Nancy B. Gardiner

RE: C.A. Realty Corp. donation of rear Rangeway Road property

Dear Ms. Tourkantonis:

On behalf of the Ferguson family and C.A. Realty Corporation, I am enclosing pages one and two of the deed for the above-referenced property, with my original notarized signature.

Please let me know if you need anything further. I would appreciate receiving a copy of the fully executed and recorded deed once it becomes available.

Thank you.

Sincerely,

Nancy E. Dempze

NED/cac

cc: Lorraine Weinberg w/enclosure

## QUITCLAIM DEED

C.A. Realty Corporation, a Massachusetts corporation with a principal place of business located at c/o Hemenway & Barnes LLP, 75 State Street, Boston, Massachusetts 02109 for nominal consideration in the amount of One (\$1.00) Dollar hereby grant to the Town of Billerica, a municipal corporation with an address of 365 Boston Road, Billerica, Massachusetts 01821, acting by and through its Conservation Commission pursuant to Massachusetts General Laws Chapter 40, Section 8C, as amended, all of Grantor's right, title, and interest,

### *With Quitclaim Covenants*

The land and any buildings thereon situated in Billerica in the county of Middlesex, Massachusetts, shown on a Plan recorded in the Middlesex North Registry of Deeds in Plan Book 150, Plan 137 entitled "Compiled Plan of Land in Billerica Mass., Proposed for Rangeway Road Investors Project Limited Partnership, Sept. 1985, Fleming, Bienvenue & Assoc., Inc., Engineers and Surveyors," bounded and described as follows:

Beginning at the northeast corner of said parcel, on the Chelmsford-Billerica town line, twenty-five (25) feet southwest from a stone bound, as shown on said plan;

Thence S 57° 58' 45" E, a distance of one thousand sixty-seven and 88/100 (1067.88) feet to a point;

Thence S 32° 17' 08" W, a distance of seven hundred seventeen and 42/100 (717.42) feet to a point;

Thence N 60° 53' 04" W, a distance of one thousand sixty-seven and 88/100 (1067.88) feet to a point on the Chelmsford-Billerica town line; and

Thence N 32° 09' 54" E, along said town line, a distance of seven hundred seventy-one and 54/100 (771.54) feet to the point of beginning.

Excluding from this conveyance the fee in the Middlesex Turnpike, as shown on said plan.

For grantor's title, see Deed from Federal Deposit Insurance Corporation as liquidating agent for Capital Bank & Trust Company dated October 19, 1993, and recorded with the Middlesex North Registry of Deeds in Book 6741, Page 1.

This conveyance does not constitute the sale or transfer of all or substantially all of the Grantor's assets within the Commonwealth of Massachusetts.

[Signature pages to follow.]



Executed as a sealed instrument this 16th day of June, 2025.

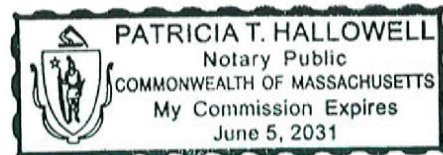
Nancy E. Dempze  
Nancy E. Dempze, President  
C.A. Realty Corporation

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss

On this 16 day of June, 2025, before me, the undersigned notary public, personally appeared Nancy E. Dempze, President of C.A. Realty Corporation aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily and for its stated purpose.

Patricia J. Hollowell  
Notary Public:  
My commission expires:



Property Address: Rear Rangeway Road, Billerica, Massachusetts  
01862

RECEIVED

JUN 18 2025

BILLERICA  
CONSERVATION DEPT.

## QUITCLAIM DEED

C.A. Realty Corporation, a Massachusetts corporation with a principal place of business located at c/o Hemenway & Barnes LLP, 75 State Street, Boston, Massachusetts 02109 for nominal consideration in the amount of One (\$1.00) Dollar hereby grant to the Town of Billerica, a municipal corporation with an address of 365 Boston Road, Billerica, Massachusetts 01821, acting by and through its Conservation Commission pursuant to Massachusetts General Laws Chapter 40, Section 8C, as amended, all of Grantor's right, title, and interest,

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For grantor's title, see Deed from Federal Deposit Insurance Corporation as liquidating agent for Capital Bank & Trust Company dated October 19, 1993, and recorded with the Middlesex North Registry of Deeds in Book 6741, Page 1.



Executed as a sealed instrument this 13 day of June, 2025.

  
Don Ferguson, Treasurer  
C.A. Realty Corporation

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss

On this \_\_\_\_ day of June, 2025, before me, the undersigned notary public, personally appeared Don Ferguson, Treasurer of C.A. Realty Corporation aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily and for its stated purpose.

**PLEASE SEE ATTACHED  
NOTARY CERTIFICATE**

\_\_\_\_\_  
Notary Public:  
My commission expires:

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

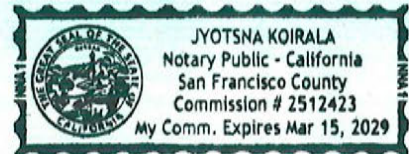
On 13<sup>th</sup> June 2025 before me, Jyotsna Koirala, Notary Public  
(insert name and title of the officer)

personally appeared Don Ferguson,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jyotsna Koirala (Seal)





TOWN OF BILLERICA CONSERVATION COMMISSION  
ACCEPTANCE & APPROVAL OF GRANT OF PROPERTY

We, the undersigned members of the Conservation Commission ("Commission") of the Town of Billerica, hereby certify at a public meeting duly held on the \_\_\_\_ day of June, 2025, the Commission voted to accept the conveyance by C.A. Realty Corporation of the parcel located at Rear Rangeway Road, Billerica and further described below for conservation, open space, passive recreation, and any other purposes for which the Commission may hold real property per M.G.L. c. 40, § 8C. Said parcel is described as follows:

The land and any buildings thereon situated in Billerica in the county of Middlesex, Massachusetts, shown on a Plan recorded in the Middlesex North Registry of Deeds in Plan Book 150, Plan 137 entitled "Compiled Plan of Land in Billerica Mass., Proposed for Rangeway Road Investors Project Limited Partnership, Sept. 1985, Fleming, Bienvenue & Assoc., Inc., Engineers and Surveyors," bounded and described as follows:

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Thence N 60° 53' 04" W, a distance of one thousand sixty-seven and 88/100 (1067.88) feet to a point on the Chelmsford-Billerica town line; and

Thence N 32° 09' 54" E, along said town line, a distance of seven hundred seventy-one and 54/100 (771.54) feet to the point of beginning.

Excluding from this conveyance the fee in the Middlesex Turnpike, as shown on said plan.

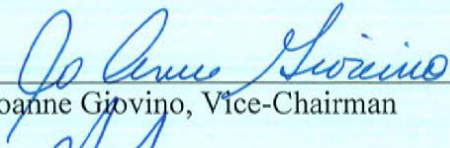
[Signature Page to Follow.]

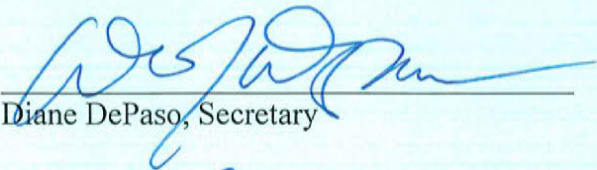


Executed under seal as of this \_\_\_\_ day of June, 2025.

Town of Billerica,  
By its Conservation Commission,

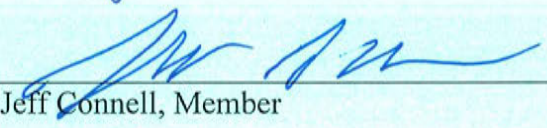
\_\_\_\_\_  
William Bulens, Chairman

  
\_\_\_\_\_  
Joanne Giovino, Vice-Chairman

  
\_\_\_\_\_  
Diane DePaso, Secretary

  
\_\_\_\_\_  
Christine Aras, Member

  
\_\_\_\_\_  
Jack Bowen, Member

  
\_\_\_\_\_  
Jeff Connell, Member

\_\_\_\_\_  
Tom Nellson, Member

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_ day of June, 2025, before me, the undersigned notary public, personally appeared William Bulens, Joanne Giovino, Diane DePaso, Christine Aras, Jack Bowen, Jeff Connell, and Tom Nellson, as the Members of the Town of Billerica Conservation Commission, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document and acknowledged that they signed it voluntarily and for its stated purpose as the Members of the Town of Billerica Conservation Commission.

\_\_\_\_\_  
Notary Public:  
My commission expires:



TOWN OF BILLERICA SELECT BOARD  
ACCEPTANCE & APPROVAL OF GRANT OF PROPERTY

We, the undersigned Select Board of the Town of Billerica, Massachusetts, hereby certify that at a public meeting duly held on the 14<sup>th</sup> day of July, 2025, the Select Board voted to approve and accept the conveyance by C.A. Realty Corporation of the parcel located at Rear Rangeway Road, Billerica and further described below to be held and maintained under the care, custody, and control of the Town of Billerica Conservation Commission for conservation, open space, passive recreation, and any other purposes for which they may hold real property per M.G.L. c. 40 § 8C. Said parcel is described as follows:

The land and any buildings thereon situated in Billerica in the county of Middlesex, Massachusetts, shown on a Plan recorded in the Middlesex North Registry of Deeds in Plan Book 150, Plan 137 entitled "Compiled Plan of Land in Billerica Mass., Proposed for Rangeway Road Investors Project Limited Partnership, Sept. 1985, Fleming, Bienvenue & Assoc., Inc., Engineers and Surveyors," bounded and described as follows:

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Thence N 32° 09' 54" E, along said town line, a distance of seven hundred seventy-one and 54/100 (771.54) feet to the point of beginning.

Excluding from this conveyance the fee in the Middlesex Turnpike, as shown on said plan.

[Signature Page to Follow.]

Executed under seal as of this \_\_\_\_ day of June, 2025.

Town of Billerica,  
By its Select Board,

---

Jill Pavidis, Chair

---

John Burrows, Vice-Chair

---

Daniel Darris-O'Connor, Secretary

---

Michael S. Rosa, Member

---

Dina Favreau, Member

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_ day of June, 2025, before me, the undersigned notary public, personally appeared Jill Pavidis, John Burrows, Daniel Darris-O'Connor, Michael S. Rosa, and Dina Favreau, as the Members of the Town of Billerica Select Board, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document and acknowledged that they signed it voluntarily and for its stated purpose as the Members of the Town of Billerica Select Board.

---

Notary Public:  
My commission expires:



**LICENSE APPLICATION  
BILLERICA SELECT BOARD**

Fee Paid: \$ 50  
CL# 8838

**ACTION:**     NEW    or     CHANGE

<b>Licensee of Business:</b> Gallahue Restaurants, Inc.	
<b>Doing Business As:</b> DiVito Brothers Italian Pizzeria & DiVito Brothers *	
<b>Street Address:</b> 446 Boston Road	<b>Assessors Plate/Parcel:</b> 51-86-2
<b>Phone #:</b> [REDACTED]	<b>Zip Code:</b> 01821 <b>Tax ID #:</b> Pending
<b>Alt. Phone:</b> [REDACTED]	<b>Email:</b> [REDACTED]

**DESCRIPTION OF PREMISES:**

Include # floors, total SF, # of patron restrooms, entrance/exit locations, etc. Use additional attachments if necessary and attach a plot plan of the premises if there are exterior changes.

One floor with ten tables seating four patrons each (40 seats); service area for cooking and preparation; men's and women's restrooms.  
(See Floor Plan attached hereto)

**REQUIRED SIGNATURES: (Obtain necessary approvals before submission)**

<b>Building Inspector:</b> <i>[Signature]</i>	<b>Date:</b> 4-16-25
<b>Comments:</b>	
<b>Board of Health:</b> <i>[Signature]</i>	<b>Date:</b> 4/16/25
<b>Comments:</b> Food Permit required and plan review required.	
<b>Police:</b> <i>[Signature]</i>	<b>Date:</b> 4/16/25
<b>Comments:</b>	
<b>Fire:</b> <i>[Signature]</i>	<b>Date:</b> 4/16/25
<b>Comments:</b>	
<b>Treasurer:</b> <i>[Signature]</i>	<b>Date:</b> 4/16/25
<b>Comments:</b>	

<b>Manager's Name:</b> Francis S. Gallahue	
<b>Street Address:</b> [REDACTED]	
<b>City/Town/State/Zip:</b> [REDACTED]	
<b>Phone #:</b> [REDACTED]	<b>Tax ID #:</b> [REDACTED] <b>Email:</b> [REDACTED]


\* Pizzeria and Subs



**Requested Hours of Operation: (For new application or for change on license)**

Weekday (Monday-Friday):	11:00 AM to 11:00 PM
Saturday:	11:00 AM to 11:00 PM
Sunday:	12:00 PM to 10:00 PM

**LICENSE TYPE REQUESTED:**

LIQUOR (Circle Option):	On-Premise Retail (S12)	Wine & Malt	All Alcohol
	Off Premise Retail (S15)	Wine & Malt	All Alcohol
Type of Business S12 Only: Club      Hotel/Innkeeper      Restaurant			
1-Day Special:	Wine & Malt	All Alcohol (Non-profit Organizations Only)	
COMMON VICTUALLER (Circle Option):	<u>Restaurant</u>	Innholder	Cafeteria
ZBA/Special Permit?: Provide Copy if Yes	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
MOTOR VEHICLE (Circle Option):	Class I	Class II	Class III
HAZARDOUS MATERIAL STORAGE (List Type):			
ENTERTAINMENT:			
Weekday: (Per MGL, Ch. 140, Section 183A):			
Sunday: (Per MGL, Ch. 136 – Form 90 Required):			
Type of Entertainment:			
AMUSEMENT DEVICE (Per MGL, Ch.140, Section 177A)			
# of Total Devices:			
Enter Each Device Separately. Name of Machine and Serial #. Use separate paper if necessary.			
#1:	#5:		
#2:	#6:		
#3:	#7:		
#4:	#8:		
OTHER (Circle Option):			
Taxi      Livery      Bowling      Auctioneer      Other: _____			
Licensees Signature: 			Date: 4/16/25
Title: President, Treasurer & Manager			
The applicant certifies compliance with all Rules, Regulations, Laws and By-Laws in effect at this time. Under the penalties of perjury, the signature below certifies the above information as true and correct to the best of their knowledge and belief. False statements can result in immediate license revocation.			

**NAME OF INDIVIDUAL OR CORPORATION THAT PAYS REAL ESTATE TAXES TO THE TOWN OF BILLERICA:**

\_\_\_\_\_ O'Connor Partners, LLC \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**LAW OFFICE OF  
STEPHEN J. LENTINE**  
630 Boston Road  
Billerica, MA 01821  
(978) 663-8584  
e-mail: [steve.lentine@verizon.net](mailto:steve.lentine@verizon.net)

July 10, 2025

HAND DELIVERY

Jillian Pavidis, Chairperson  
Billerica Select Board  
365 Boston Road  
Billerica, MA 01821

RE: Change/Transfer of Common  
Victualler License to  
Gallahue Restaurants, Inc.  
d/b/a DiVito Brothers Pizzeria  
and Subs

Dear Chairperson Pavidis:


Enclosed please find with regard to the above  
referenced matter:

1. License Application Billerica Select Board with attached floor plan and all required signatures;
2. Copy of Zoning Board of Appeal Decision for Business and Plaza Owner dated September 16, 1998;
3. Copy of Safe Serve Training Certificate for the new manager, Francis S. Gallahue;
4. Copy of Worker's Comp Insurance Binder;
5. Copy of Worker's Comp Affidavit;
6. Letter from current license holder acknowledging the requested change/transfer; and
7. Check for \$50.00 filing fee payable to the Town of Billerica.

Kindly place this matter on for hearing and approval at the next regularly scheduled Select Board meeting and please advise my office of the date and time for said hearing.

Thank you for your courtesy.

Very truly yours,

  
Stephen J. Lentine, Esq.

SJL/sl

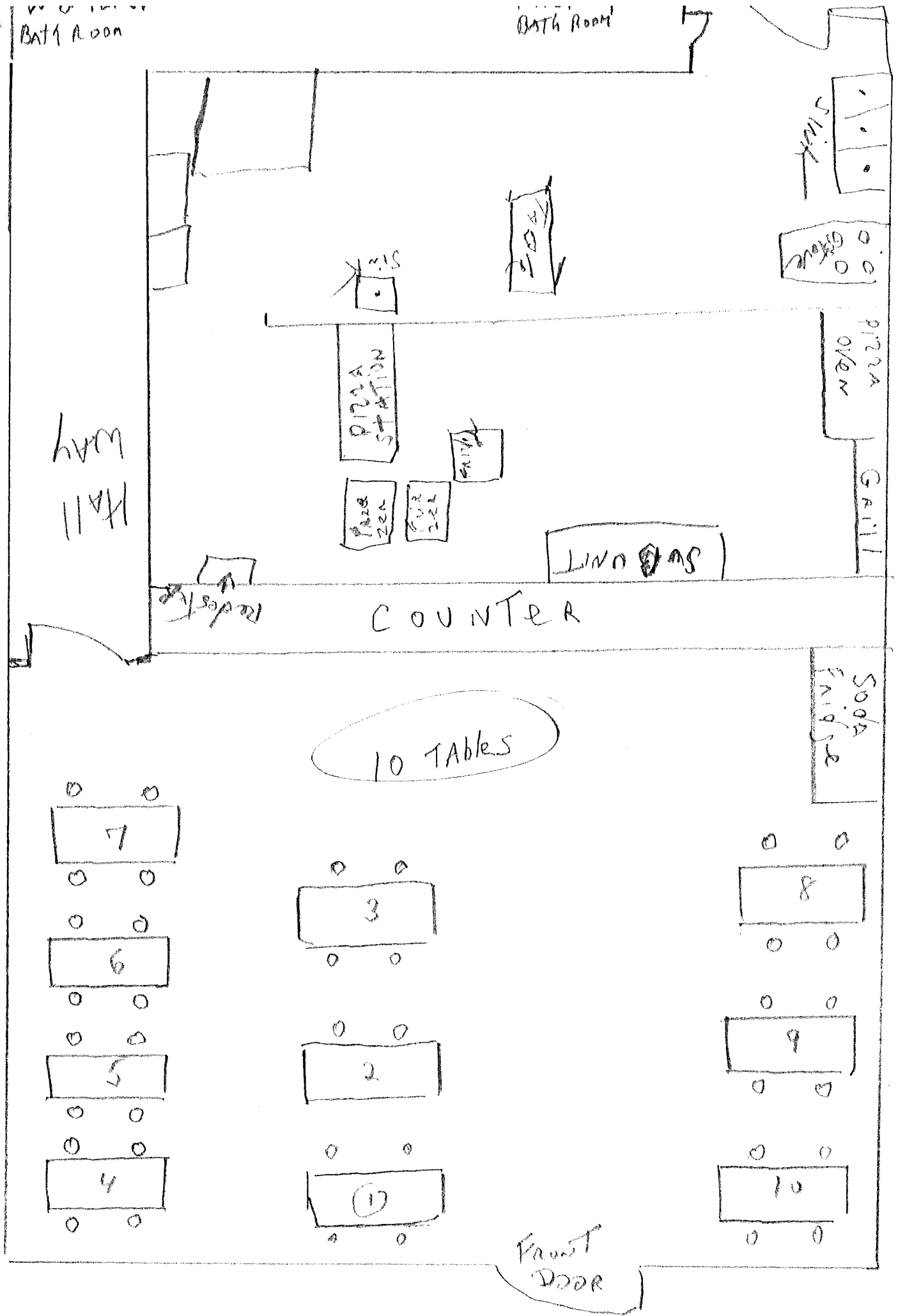
Encls.

cc: Francis S. Gallahue, President/Manager  
Egeo DiVito



DIVITO BROS PIZZA

446 BOSTON RD  
BILLENICA MA 01821



Re: DiVitos Pizza-O'Connor Plaza

---

From: Stephen Lentine (steve.lentine@verizon.net)

To: mlalumiere@town.billerica.ma.us

Cc: [REDACTED]

Date: Tuesday, April 8, 2025 at 12:27 PM EDT

---

Mark-Thanks, much appreciated.-Steve

Stephen J. Lentine, Esq.  
630 Boston Road, Suite M 102  
Billerica, MA 01821  
Tel.-978-663-8584  
[steve.lentine@verizon.net](mailto:steve.lentine@verizon.net)

This email contains information from the Law Office of Stephen J. Lentine which may be privileged. It is intended for the addressee only. If you are not the addressee, any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this email inadvertently, please let us know immediately.

On Tuesday, April 8, 2025 at 10:33:27 AM EDT, Mark LaLumiere <[mlalumiere@town.billerica.ma.us](mailto:mlalumiere@town.billerica.ma.us)> wrote:

Stephen,

It looks like the names on the special permit will remain the same. If this is the case, I do not see the need or requirement to transfer the permit with the ZBA. The new owner can continue the same business utilizing the existing special permit.

*Mark LaLumiere, CBO, Director of Permitting*

*Building Zoning Conservation Health*

*Sealer of Weights & Measures*

*Town of Billerica*

*365 Boston Road*

*Billerica, MA 01821*

*Phone: (978) 671-0970*



## TOWN of BILLERICA

---

**From:** Stephen Lentine <steve.lentine@verizon.net>  
**Sent:** Friday, April 4, 2025 4:34 PM  
**To:** Mark LaLumiere <mlalumiere@town.billerica.ma.us>  
**Cc:** [REDACTED]  
**Subject:** DiVitos Pizza-O'Connor Plaza

[EXTERNAL EMAIL]

**DO NOT CLICK** links or open attachments unless you recognize the sender and know the content is safe.

---

Mark-You may have heard that one of the two brothers that owned DiVito's Pizza in O'Connor Plaza passed away unexpectedly about a month ago. The surviving brother now wants to sell the business, but not his corporation, to one of the employees, who will start his own corporation or LLC, not yet named, but will continue to use DiVito Brothers Italian Pizzeria name as

its d/b/a/.

Attached is Special Permit I got in 1998 when the business relocated in the plaza as directed by then Building Commissioner. My question is, since Jerry who still owns the plaza was a co-petitioner with the DiVito brothers, and the new owner will keep the DiVito Brothers Italian Pizzeria d/b/a; do you think I need to file a new Fast Food or Restaurant SP with the ZBA for the new owner?

I ask because the new owner will definitely need to change the common victualer's license with the Select Board for which your department will need to sign off.

Thanks, Steve

Stephen J. Lentine, Esq.  
630 Boston Road, Suite M 102  
Billerica, MA 01821  
Tel.-978-663-8584

[steve.lentine@verizon.net](mailto:steve.lentine@verizon.net)

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**ServSafe**  
National Restaurant Association

# ServSafe® CERTIFICATION

## ARA TCHAPRAZIAN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the ANSI (American National Standards Institute) National Accreditation Board (ANAB) - Conference for Food Protection (CFP).

25023006

CERTIFICATE NUMBER

1/8/2024

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

5630

EXAM FORM NUMBER

1/8/2029

DATE OF EXPIRATION

A handwritten signature in blue ink that reads "Sherman Brown".

Sherman Brown  
Executive Vice President, Business Services



In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

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This document cannot be reproduced or altered.

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.







The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 Lafayette City Center  
 2 Avenue de Lafayette, Boston, MA 02111-1750  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

**Applicant Information**

Please Print Legibly

Business/Organization Name: Gallahue Restaurants, Inc. d/b/a DiVito Brothers Italian Pizzeria

Address: 446 Boston Road

City/State/Zip: Billerica, MA 01821 Phone #: 978-663-7357

<p><b>Are you an employer? Check the appropriate box:</b></p> <p>1. <input checked="" type="checkbox"/> I am a employer with <u>6</u> employees (full and/ or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p><b>Business Type (required):</b></p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input checked="" type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
---	---

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: Hartford Accident & Indemnity Co.

Insurer's Address: c/o Word Insurance Assoc. LLC, 100 Wood Ave S, 4th Floor

City/State/Zip: Iselin, NJ 08830

Policy # or Self-ins. Lic. # 13 WECBU2HTS Expiration Date: 7/8/2026

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: [Signature] Date: 7/5/25

Phone #: [Redacted]

**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (check one):

1.  Board of Health 2.  Building Department 3.  City/Town Clerk 4.  Licensing Board

5.  Selectmen's Office 6.  Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

# Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."**

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

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## Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

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## City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

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The Department's address, telephone and fax number:

The Commonwealth of Massachusetts  
Department of Industrial Accidents

**Office of Investigations**

Lafayette City Center  
2 Avenue de Lafayette,  
Boston, MA 02111-1750

Tel. (857) 321-7406 or 1-877-MASSAFE

Fax (617) 727-7749

[www.mass.gov/dia](http://www.mass.gov/dia)

THE COMMONWEALTH OF MASSACHUSETTS

BILLERICA

City or Town

BOARD OF APPEALS

Date: SEPTEMBER 16, 1998

Certificate of Granting of Variance or Special Permit  
(General Laws Chapter 40A, Section 11)

The Board of appeals of the City or Town of Billerica

hereby certifies that a ~~Variance~~ or Special Permit has been granted

To JEREMIAH J. O'CONNOR FOR DI VITO BROTHERS PIZZERIA BY STEPHEN J. LENTINE, ESQ.

Address KILIAN & LENTINE, 409 BOSTON ROAD

City or Town BILLERICA, MA. 01821

affecting the rights of the owner with respect to land or buildings at 446 Boston Road  
Billerica, Ma.

Plate 51 Parcel 86; recorded in M.N.D.R. of D's Book 7804 Page 45

And the said Board of Appeals further certifies that the decision attached hereto is a true and correct copy of its decision granting said variance — special permit, and that copies of said decision, and of all plans referred to in the decision, have been filed with the planning board and the city or town clerk.

The Board of Appeals also calls to the attention of the owner or applicant that General Laws, Chapter 40A, Section 11 (last paragraph) provides that no variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the town or city clerk that twenty days have elapsed after the decision has been filed in the office of the city or town clerk and no appeal has been filed or that, if such appeal has been filed, that it has been dismissed or denied, is recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or applicant.

David M. Pearson  
Chairman  
Ellen Sargent  
Clerk

10/21/98 11:18:12 72842 11.00 3



RECEIVED

98 SEP 30 PM 3: 13

TOWN CLERK  
BILLERICA

BOARD OF APPEAL

PROCEEDINGS: Including finding and decision

LOCUS: 446 BOSTON ROAD, BILLERICA, MA.  
PLATE 51 PARCEL 86; RECORDED IN  
M.N.D.R. OF D'S BOOK 7804 PAGE 45

APPLICANT: JEREMIAH J. O'CONNOR  
FOR DI VITO BROTHERS PIZZERIA  
BY STEPHEN J. LENTINE, ESQ.

ADDRESS: KILIAN & LENTINE, 409 BOSTON ROAD, BILLERICA, MA.

NATURE OF PETITION OR APPEAL: Appeal to the Board of Appeal for a SPECIAL PERMIT pursuant to Sections 5.7.2.N and 5.7.3.N (Restaurants), 16.2.E (Sign Illumination) of the Zoning By-laws to allow the relocation of its restaurant at O'Connor Plaza and to allow internal illumination of its window sign at O'Connor Plaza in the General Business Zone, GRANTED to the petitioners.

Date of hearing before the Board of Appeal:

September 16, 1998

PROCEEDINGS AND FINDINGS

Finding of Fact:

An As Built Site Plan "BillERICA Commons" dated October 6, 1991, prepared by Raymond J. Garcia, R. L. S., Raymond Engineering Service, 574 Boston Road, BillERICA, Ma., was submitted to the Board of Appeal and made part of the file. Also submitted, an interior design plan dated May 5, 1998, prepared by Michael Waterman, R.P.E., Unique Sales & Services, Inc., 100 South Street, P.O. Box 221, Foxboro, Ma.

3 0 9 0 3 8 P 2 5 1

**Relief Sought:**

Attorney Stephen J. Lentine, representing the petitioners, requested a Special Permit to allow the relocation of its restaurant from its current unit at O'Connor Plaza; also, to allow the internal illumination of its window sign and to relocate its currently legally permitted internally illuminated wall sign on building located in a General Business Zone pursuant to Sections 5.7.2.N, 5.7.3.N and 16.2.E of the Zoning By-Law.

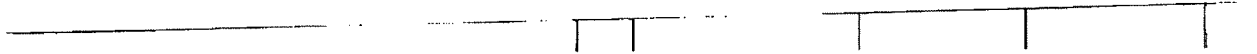
**Vote of the Board:**

The Board of Appeal, with five members present and voting, Granted the petitioners a Special Permit pursuant to Sections 5.7.2.N, 5.7.3.N and 16.2.E of Zoning By-Law to allow the relocation of its restaurant at O'Connor Plaza and to allow internal illumination of its wall and window signs at O'Connor Plaza located in the General Business Zone. The Board of Appeal granted the Special Permit, as per plan submitted, legal ad and testimony given.

Voting to Grant: Doris M. Pearson, Joseph P. Shaw, Ellen Sargent  
Francis M. Fraine and Sandra C. Sharpe.

**Reasons for Vote:**

1. After visiting the site, reviewing the plans and hearing the testimony, the Board of Appeal felt the request for a Special Permit was in the best interest of the petitioner and the Town of Billerica and would not derogate from the intent and purpose of the Zoning By-Law.
2. Granting the petitioner a Special Permit would not derogate from the neighborhood.



3. The Board of Appeal felt that granted DiVito Brothers Pizzeria Restaurant a Special Permit to relocate their restaurant at O'Connor Plaza, and to relocate its current legally permitted five foot internally illuminated wall sign to its new location within the O'Connor Plaza (See Special Permit dated June 5, 991) would not be a detriment to the neighborhood.

Special Conditions Affecting the Special Permit:

- A) The hours of operation shall be: 9:00 A.M. to 11:00 P.M., seven days a week.
- B) This Special Permit is for a use of the petitioner only and may not be transferred or assigned without the permission of the Board of Appeal.
- C) The applicant shall, after the twenty day appeal period has expired, return to the Town Clerk's Office to have decision stamped, record notice of same in the Registry of Deeds and file a copy of the Registry Receipt with the Board of Appeal within ninety days of filing of the decision by the Board of Appeal with the Town Clerk. Failure to record of this decision shall make the decision null and void.
- C) The Special Permit shall be used within a two year period or shall be null and void.

The uses and structures granted by the Special Permit are confined to all of the following: 1) scope of the advertisement of the public hearing, 2) specific exceptions to the Zoning By-Law identified in this decision and only to the extent of the relief requested in the application to the Board of Appeal. No other relief is implied and thus other variances, special permits and/or comprehensive permits may be required in order to obtain a valid building permit. Such other requirements of the Zoning By-Law, may be, but not limited to, compliance with: 1) dimensional controls on setbacks, heights and area; 2) surface run-off rates; 3) parking and loading; 4) signage; 5) green areas; 6) earth migration; 7) buildings and uses; 8) accessory uses; 9) slopes, walls and fences; 10) curb cuts; and 11) areas subject to flooding.

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It is further ordered that a copy of these proceedings shall be immediately filed in the office of the Town Clerk and the Planning Board and it is hereby certified that copies of this decision and plans referred to in this decision have been filed with the Town Clerk and Planning Board, as required by Section 11 of Chapter 40A of the General Laws of Massachusetts. Notice of a decision by the board shall be mailed forthwith to the parties in interest as designated in Section 15 and to each person present, who at hearing requests that a notice be sent to him/her and states the address to which notice is to be sent.

It is hereby ordered that the secretary of the board make a notice in his/her records of compliance with this order.

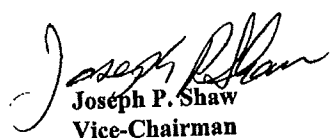
**Date of Board of Appeal Decision:**

September 16, 1998

I SHIRLEY E. SCHULT, clerk of the Town of Billerica, Mass. hereby certify that the decision from the BOARD OF APPEALS has been received and recorded at this office and no appeal was received during the twenty days next after such receipt and recording of said decision.



**Doris M. Pearson  
Chairman**




**Joseph P. Shaw  
Vice-Chairman**



**Ellen Sargent  
Secretary**

DATE: OCTOBER 21, 1998

  
SHIRLEY E. SCHULT CMC, CMC  
TOWN CLERK

**Francis M. Fraine**



**Sandra C. Sharpe**

**Jeremiah J. O'Connor  
For: DiVito Brothers Pizzeria  
By Stephen J. Lentine, Esq.  
Special Permit - Granted**

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**DIVITO BROTHERS ITALIAN GROCERY**  
**d/b/a DIVITO BROTHERS PIZZERIA AND SUBS**  
446 Boston Road  
Billerica, MA 01821  
(978) 663-7353

June 9, 2025

**HAND DELIVERY**

Billerica Select Board  
Attn: Michael S. Rosa, Chairman  
365 Boston Road  
Billerica, MA 01821

RE: Change/Transfer of Common  
Victualler License to  
Gallahue Restaurants, Inc.  
d/b/a DiVito Brothers Pizzeria  
and Subs

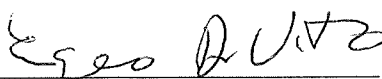
Dear Chairman Rosa:

Please accept this letter as an acknowledgment that I have given permission for Gallahue Restaurants, Inc., Francis S. ("Frank") Gallahue, President, to be the transferee of the common victualler license for DiVito Brothers Pizzeria and Subs, presently held by myself and my late brother/business partner, Bruno DiVito.

As you may know, Bruno passed away unexpectedly this February, and with that loss I have decided to sell the business. As sad as it is to lose my brother and long time business partner, I am happy that the establishment is being acquired by our decades long employee and friend, Frank, who will continue to operate the business under our name; and I am sure also will continue to serve the community with the quality of food and service that I hope the Town of Billerica has come to expect in our over three decades of business in the town.

Thank you for your assistance in this matter.

Very truly yours,

  
\_\_\_\_\_  
Egeo "Jay" DiVito



Billerica Select Board AM10:31  
R010 JUN 16 2025

**APPLICATION FOR TOWN BOARDS, COMMITTEES, AND COMMISSIONS  
BILLERICA, MA**

*"GOOD GOVERNMENT STARTS WITH YOU"*

If you are interested in serving on an appointed Town committee, please fill out this form and mail to:

**Select Board  
Billerica Town Hall  
365 Boston Road  
Billerica, MA 01821**

Filling out this form in no way assures appointment. All vacancies will be filled by citizens deemed most qualified to serve in a particular capacity.

**Applying for (please check one):**

- Regular Member Only
- Alternate Member Only
- Will Accept Either

Name: Mary K. McBride Home Phone: [REDACTED]

Address: [REDACTED] Email Address: \_\_\_\_\_

Amount of Time Available: As needed

Interest in What Town Committees: Historic Districts Commission

Present Business Affiliation and Work: Retired, Volunteer

Business Experience: Retail Buyer (Jordan Marsh, Marshalls, HomeGoods);  
Wholesale sales

Education or Special Training: BS Salem State College, Jordan Marsh Executive  
Training Program

Date Appointed/Elected	Town Offices Held	Term Expired
<u>Finance Committee (longtime)</u>	<u>Secretary, past chair</u>	<u>Current</u>
<u>HDC (6 yrs) and others</u>	<u>Secretary</u>	<u>Current</u>

Reason for Applying: I'd like to change from full member to  
alternate.

Signature: Mary K. McBride Date: 6/13/25

**Please Note: All Appointees of the Select Board are required to read the Code of Conduct. By checking this box, you agree to adhere to the Code of Conduct set forth by the Select Board Policies and Procedures, Section 38.0.**

**Dawn McDowell**

---

**From:** noreply@civicplus.com  
**Sent:** Friday, June 27, 2025 1:24 PM  
**To:** Robert Maynard; Dawn McDowell  
**Subject:** Online Form Submittal: Board Application Form

[EXTERNAL EMAIL]

DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

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### Board Application Form

Board, Commission, or Committee applying for	Historic Districts Commission
Applying For:	Will Accept Either
Personal Information	
First Name	Dan
Last Name	Valentine
Address	[REDACTED]
Unit/Apt #	<i>Field not completed.</i>
City	Billerica
State	MA
Zip	01862
Home Phone Number	[REDACTED]
Cell Phone Number	[REDACTED]
Business Phone	<i>Field not completed.</i>
Email Address	[REDACTED]
Occupation & Company	Structural Engineer, Simpson Gumpertz & Heger Inc., Waltham MA

Education and Training      BS civil engineering, MS in civil/structural engineering, JD, LLM  
in intellectual property law

Organization Membership Information

Are you currently  
serving on other Boards,  
Commissions, or  
Committees?

No

If yes, which

*Field not completed.*

Have you served on a  
Board, Commission, or  
Committee before?

Yes

If yes, which

Historic Districts Commission - Alternate Member

Please list organization  
memberships and  
positions held

Member of ASCE (American Society of Civil Engineers) and  
ABA (American Bar Association), Treasurer of TLA (Tufts  
Lawyers Association)

Reason For Applying

Continuing role on the HDC to try to preserve the town's history  
and improve the appearance of the districts.

Code of Conduct

Code of Conduct

Resume

*Field not completed.*

Cover Letter

*Field not completed.*

Email not displaying correctly? [View it in your browser.](#)





APPLICATION FOR TOWN BOARDS, COMMITTEES, AND COMMISSIONS  
BILLERICA, MA

"GOOD GOVERNMENT STARTS WITH YOU"

If you are interested in serving on an appointed Town committee, please fill out this form and mail to:

Select Board  
Billerica Town Hall  
365 Boston Road  
Billerica, MA 01821

Filling out this form in no way assures appointment. All vacancies will be filled by citizens deemed most qualified to serve in a particular capacity.

Applying for (please check one):

Regular Member Only

Alternate Member Only

Will Accept Either

Name: David Brown

Home Phone: [REDACTED]

Address: [REDACTED]

Email Address: [REDACTED]

Amount of Time Available: 2-3 hours weekly

Interest in What Town Committees: Open Space and Recreation Plan Committee

Present Business Affiliation and Work: Billerica Parks and Tree Dept.

Business Experience: 30 years in tree business

Education or Special Training: N/A

Date Appointed/Elected

Town Offices Held

Term Expired

Reason for Applying: Recommended by my boss David Peterson

Signature: [Signature]

Date: 6-23-2025

Please Note: All Appointees of the Select Board are required to read the Code of Conduct. By checking this box, you agree to adhere to the Code of Conduct set forth by the Select Board Policies and Procedures, Section 38.0.

**Dawn McDowell**

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**From:** noreply@civicplus.com  
**Sent:** Monday, July 7, 2025 6:22 PM  
**To:** Robert Maynard; Dawn McDowell  
**Subject:** Online Form Submittal: Board Application Form

[EXTERNAL EMAIL]

DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

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### Board Application Form

Board, Commission, or Committee applying for	Financial & Compliance Audit Committee
Applying For:	Regular Member
Personal Information	
First Name	Kelley
Last Name	Sardina
Address	[REDACTED]
Unit/Apt #	Field not completed.
City	Billerica
State	MA
Zip	01821
Home Phone Number	[REDACTED]
Cell Phone Number	[REDACTED]
Business Phone	Field not completed.
Email Address	[REDACTED]
Occupation & Company	Retired
Education and Training	Division of local services/ Municipal Finance training

## Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?

Yes

If yes, which

250 Committee

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which

Planning Board, Finance Committee

Please list organization memberships and positions held

*Field not completed.*

Reason For Applying

Fiscal responsibility is the fundamental principle of government. Financial Audit Committee plays an essential role when it comes to financial independence and transparency . Two very important elements for good government

Code of Conduct

Code of Conduct

Resume

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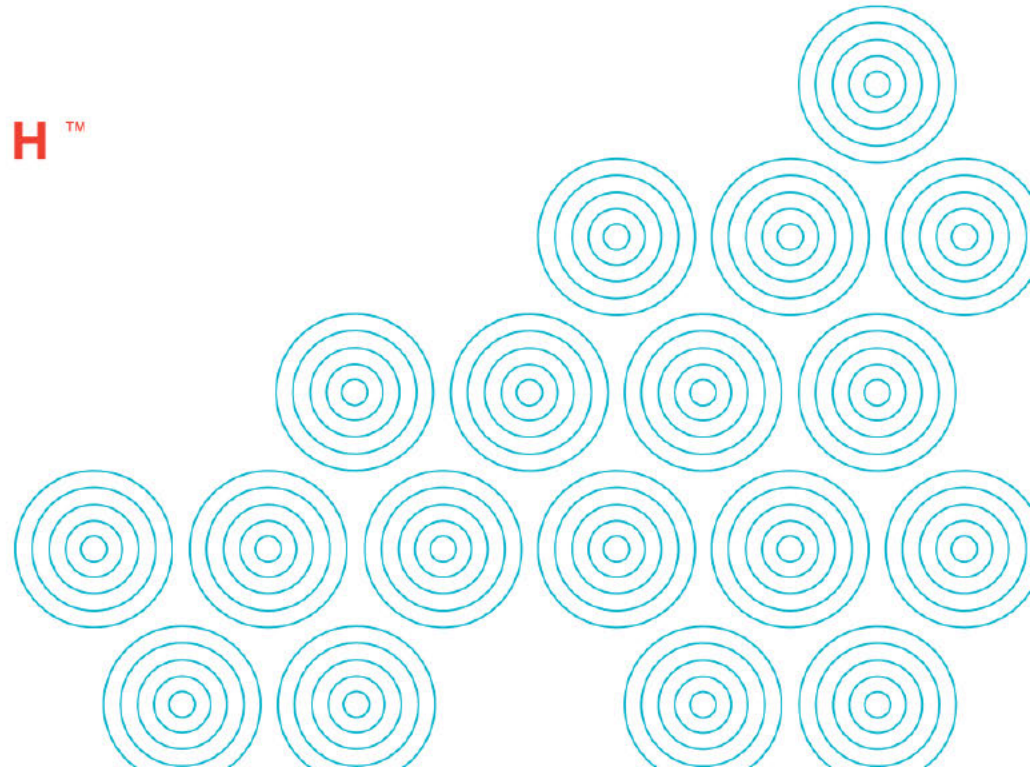
Cover Letter

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Email not displaying correctly? [View it in your browser.](#)



**WATERWORTH™**

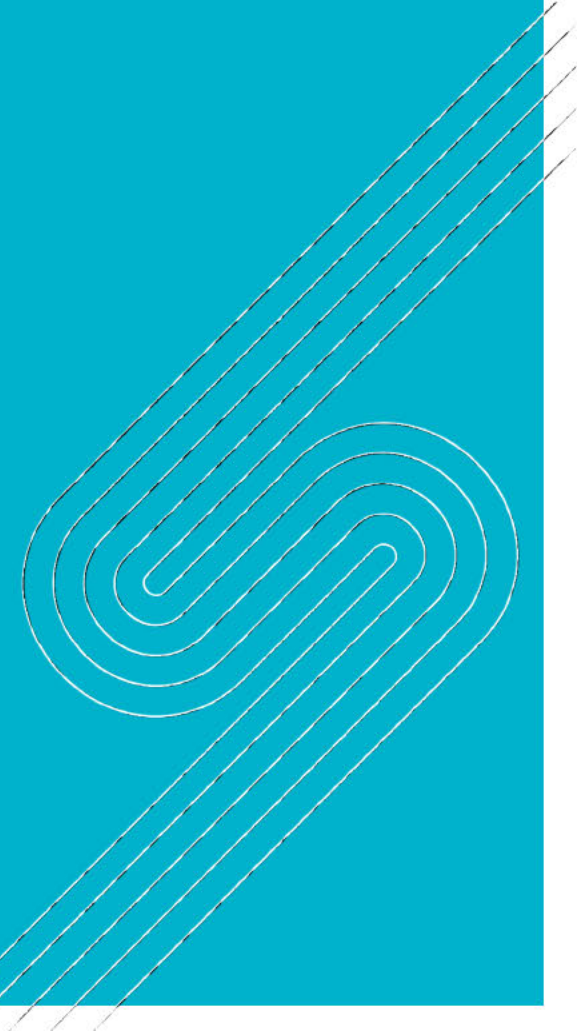






## Billerica, MA

Water & Wastewater Funds  
Rate Options for Board Consideration



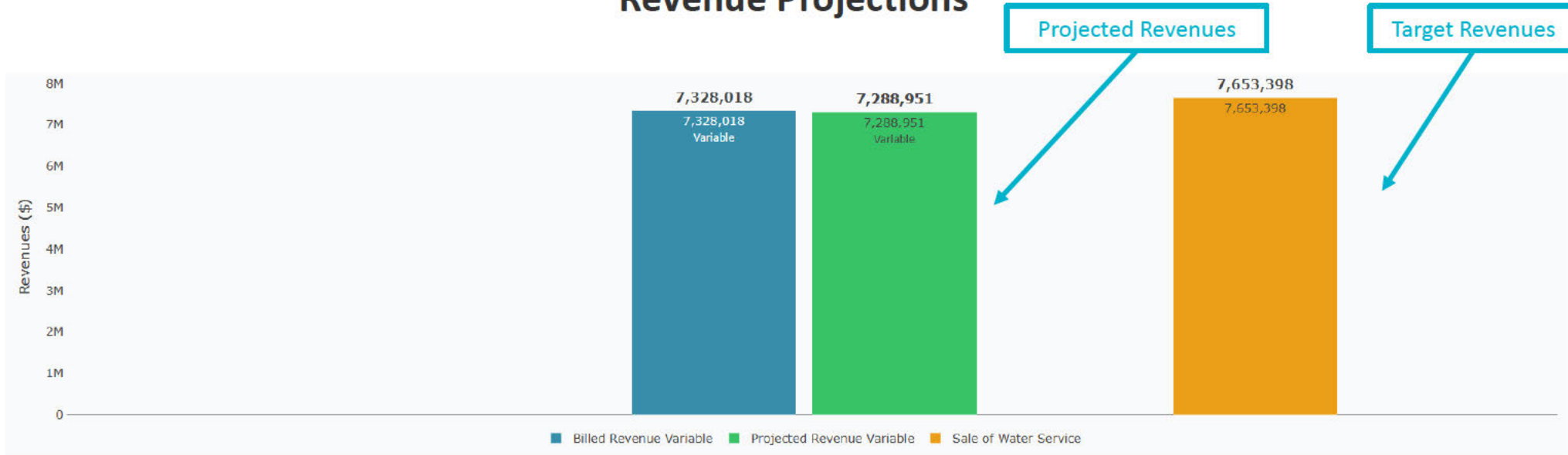
## 2 Years of 5% Rate Increases Followed by 4% Annually, Borrowing \$3M Annually at 4.5%



### Current Water Rates

Cubic Feet	Inside Water Rate	Outside Water Rate
0 - 2,000	\$3.49	\$4.47
2,001 - 10,000	\$4.43	\$5.78
10,001 and up	\$5.75	\$6.96

### Revenue Projections



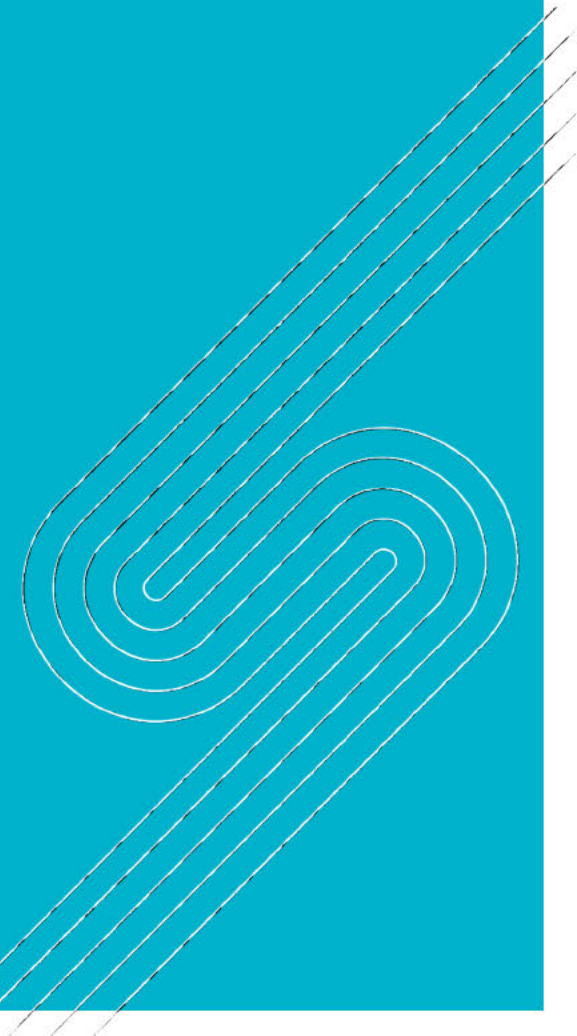
## Current Water Usage Profile



This billing distribution graph shows the overall annual water usage profile of the Town of Billerica. Each bar represents a number of bills that fall within blocks of usage. What this shows is that the majority of gross water usage happens within the 500f<sup>3</sup> to 5,000f<sup>3</sup> range. The spike in cumulative consumption at the far right of the chart tells us that a small number of accounts are responsible for a large amount of overall consumption.



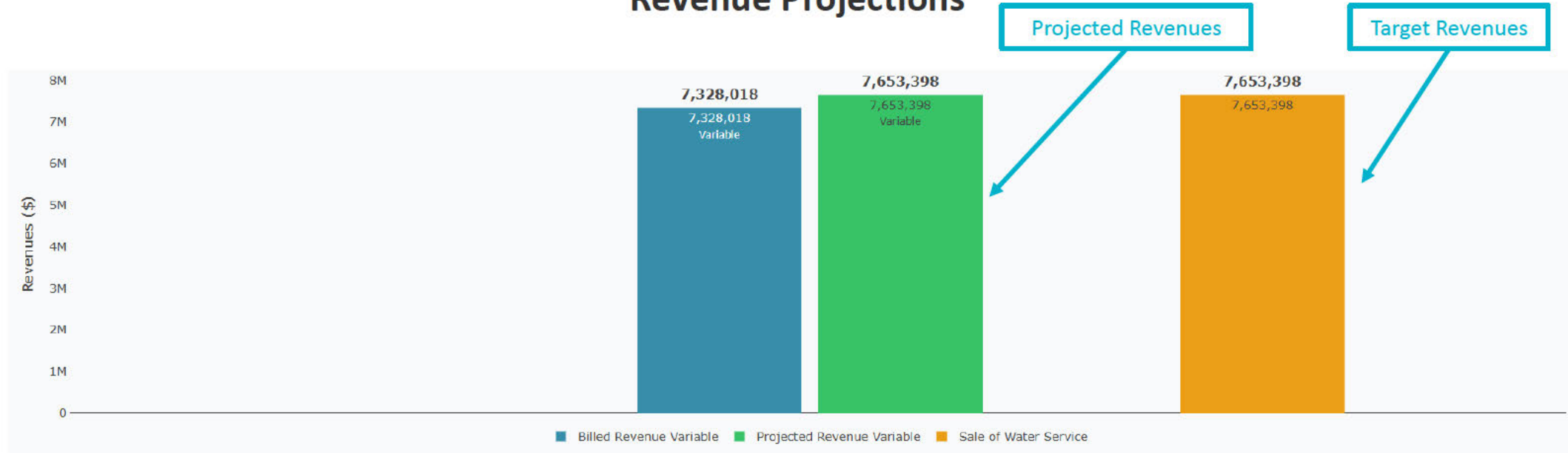
# Rate Options for Consideration



### Option 1: Flat 5% Rate Increase

Cubic Feet	Inside Water Rate	Outside Water Rate
0 - 2,000	\$3.66 (+5%)	\$4.69 (+5%)
2,001 - 10,000	\$4.65 (+5%)	\$6.07 (+5%)
10,001 and up	\$6.04 (+5%)	\$7.31 (+5%)

### Revenue Projections



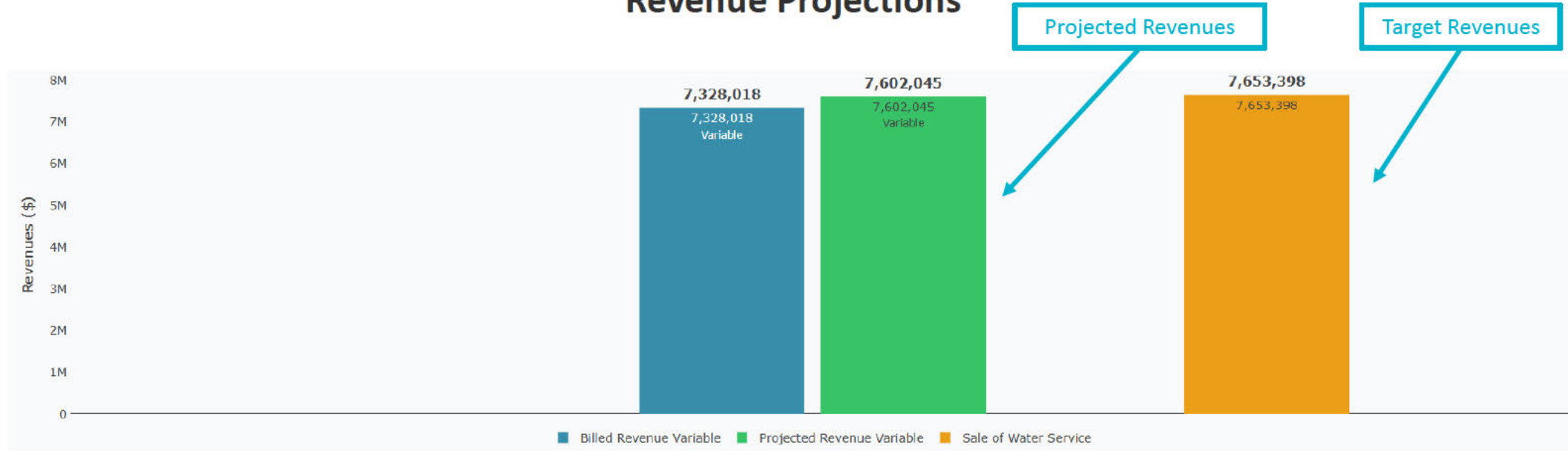
Lowest water user impact:  
Estimated \$2 - \$6 per quarter

Highest water user impact:  
Estimated \$2,000 - \$3,000 per quarter

### Option 2: Increase the 2 Highest Tiers

Cubic Feet	Inside Water Rate	Outside Water Rate
0 - 2,000	\$3.49	\$4.47
2,001 - 10,000	\$4.65 (+5%)	\$6.07 (+5%)
10,001 and up	\$6.21 (+8%)	\$7.52 (+8%)

### Revenue Projections



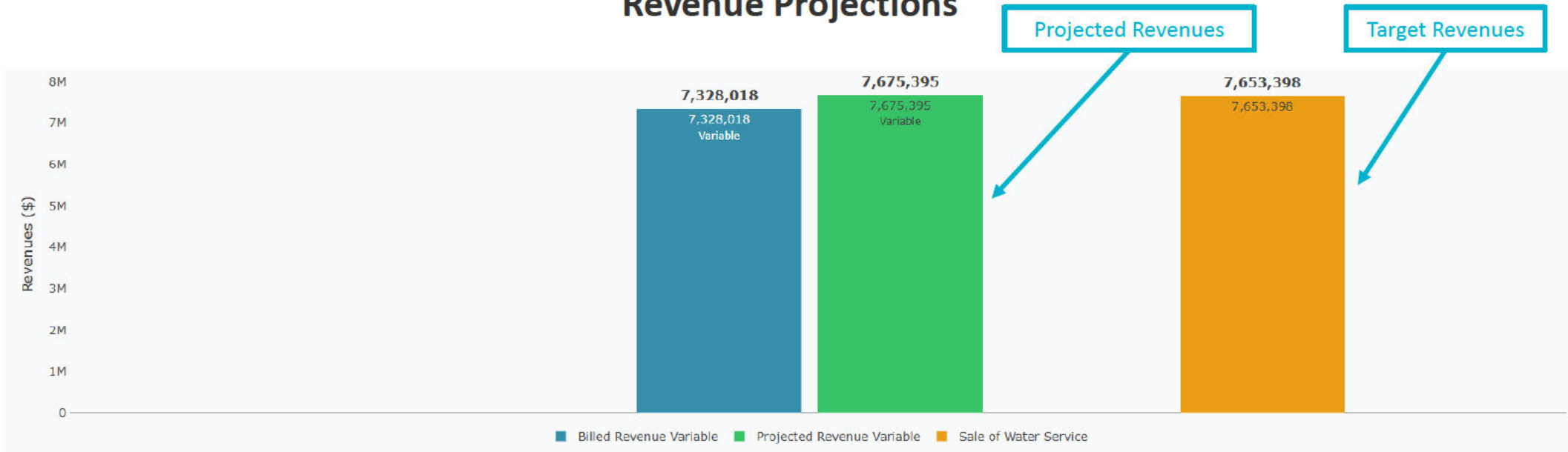
Lowest water user impact:  
Estimated \$0 per quarter

Highest water user impact:  
Estimated \$3,500 - \$5,000 per quarter

### Option 3: Increase only the Highest Tier

Cubic Feet	Inside Water Rate	Outside Water Rate
0 - 2,000	\$3.49	\$4.47
2,001 - 10,000	\$4.43	\$6.07
10,001 and up	\$6.59 (+14.6%)	\$7.98 (+14.6%)

### Revenue Projections



Lowest water user impact:  
Estimated \$0 per quarter

Highest water user impact:  
Estimated \$6,000 - \$8,500 per quarter



### Current Water Rates

Cubic Feet	Inside Water Rate	Outside Water Rate
0 - 2,000	\$3.49	\$4.47
2,001 - 10,000	\$4.43	\$5.78
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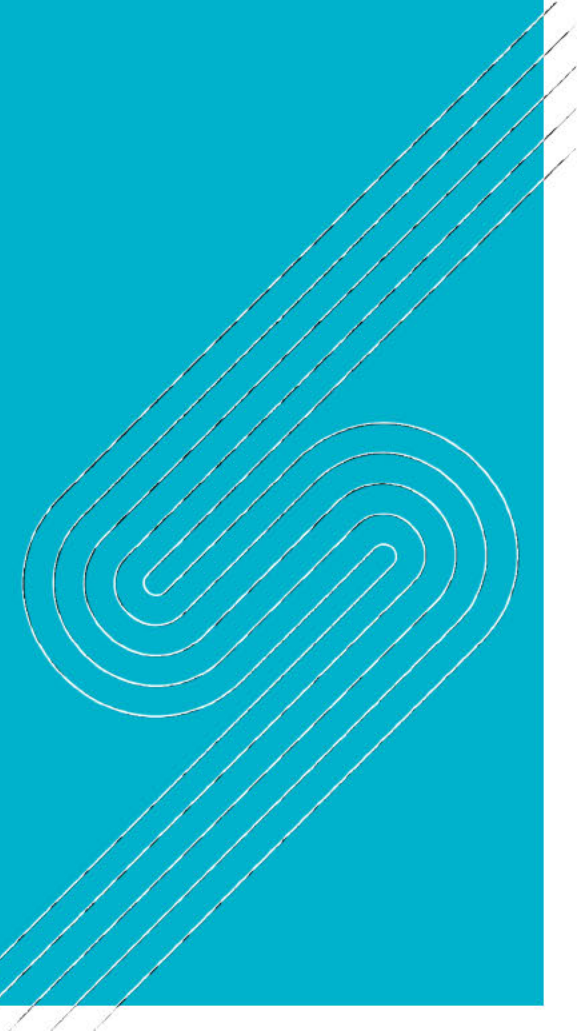
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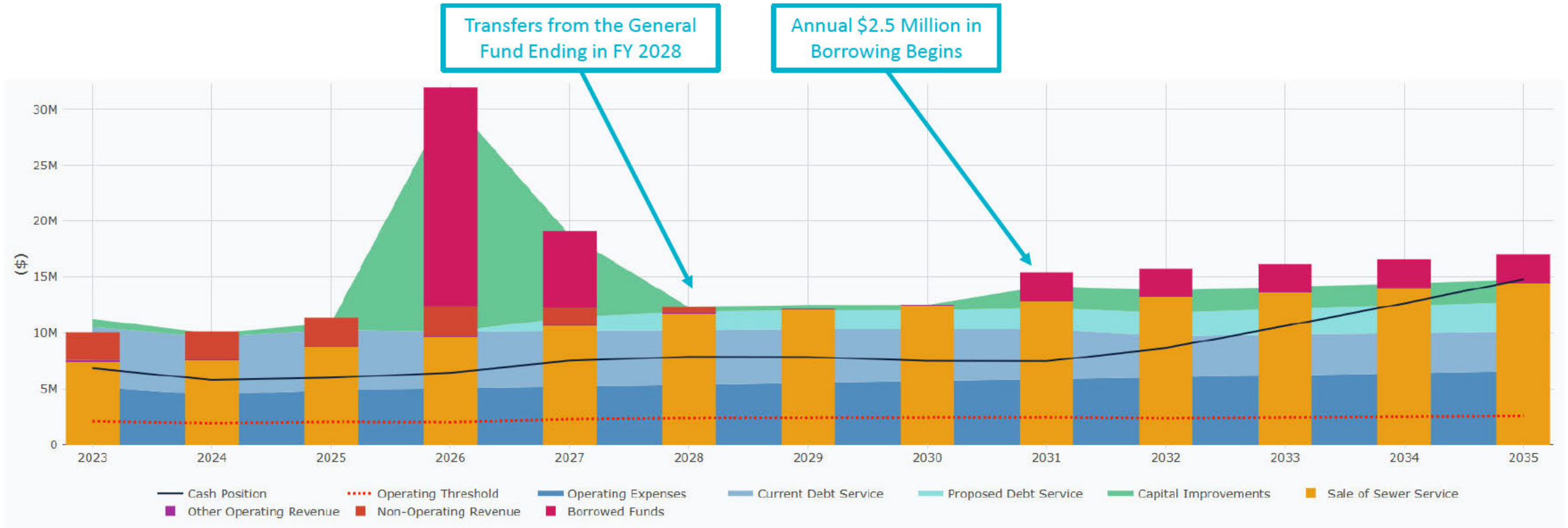
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Wastewater



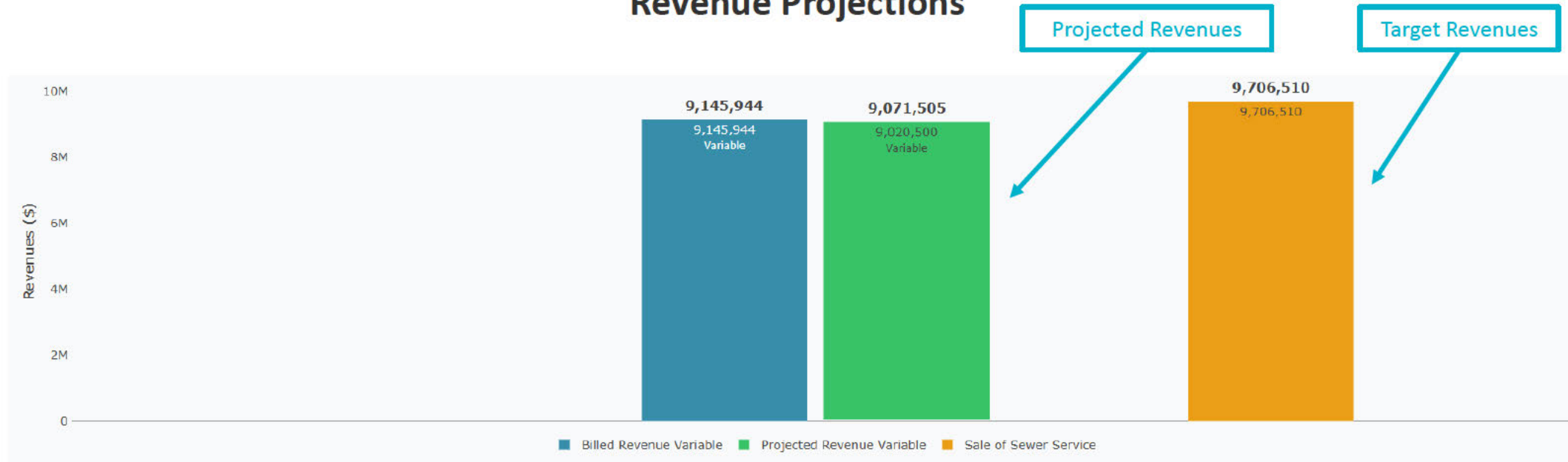
## Scenario - 7% Rate Increase Followed by 2 years of 10% Rate Increases, Borrowing \$2.5M Annually at 4.5%, General Fund Subsidy Finishing 2028



### Current Wastewater Rates

Cubic Feet	Inside Sewer Rate	Outside Sewer Rate	Number of Bedrooms	No Town Water Only Sewer
0 - 2,000	\$5.51	\$6.44	1 Bedroom	\$78.15
2,001 - 10,000	\$6.41	\$12.56	2 Bedrooms	\$110.69
10,001 and up	\$9.61	\$19.44	3 Bedrooms	\$169.75
			4 Bedrooms	\$258.06

### Revenue Projections



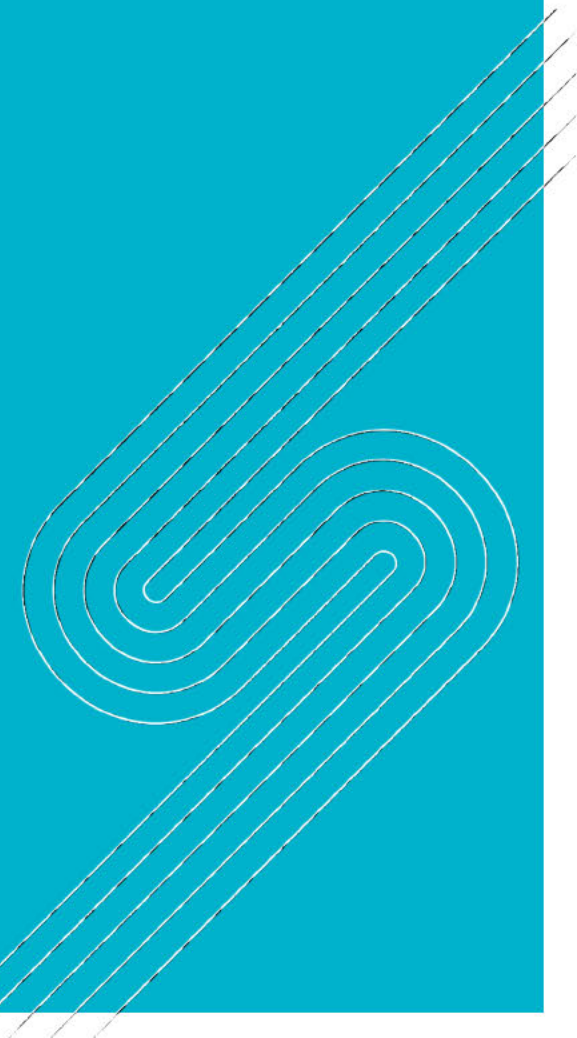


## Current Wastewater Usage Profile



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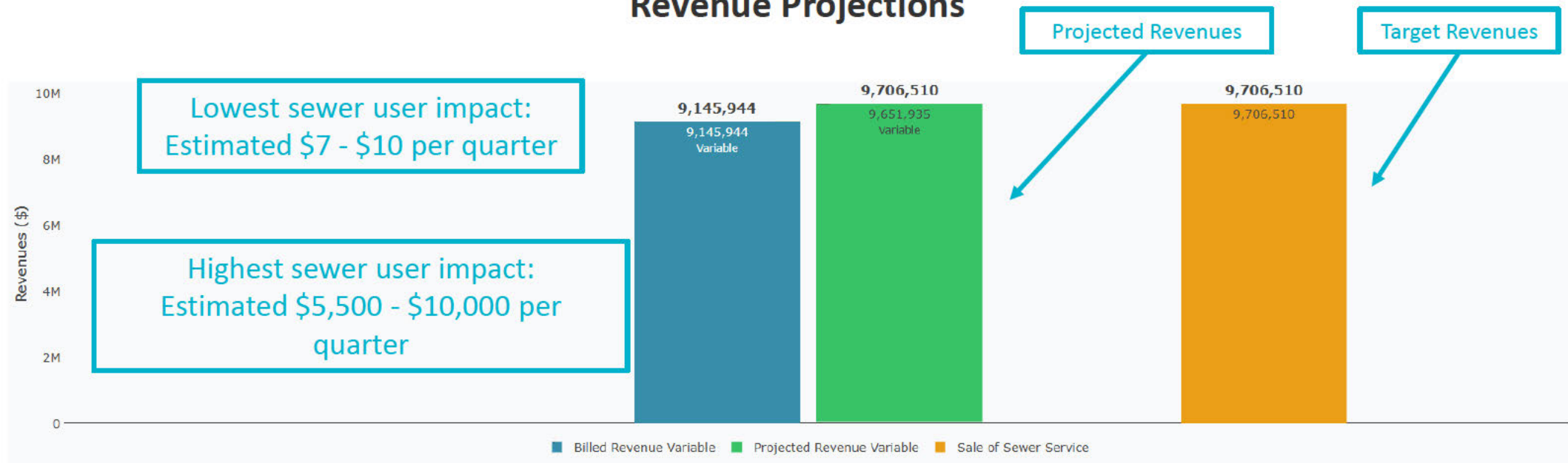
# Rate Options for Consideration



### Option 1: Flat 7% Rate Increase

Cubic Feet	Inside Sewer Rate	Outside Sewer Rate	Number of Bedrooms	No Town Water Only Sewer
0 - 2,000	\$5.90 (+7%)	\$6.89 (+7%)	1 Bedroom	\$83.62 (+7%)
2,001 - 10,000	\$6.86 (+7%)	\$13.44 (+7%)	2 Bedrooms	\$118.44 (+7%)
10,001 and up	\$10.28 (+7%)	\$20.80 (+7%)	3 Bedrooms	\$181.63 (+7%)
			4 Bedrooms	\$276.12 (+7%)

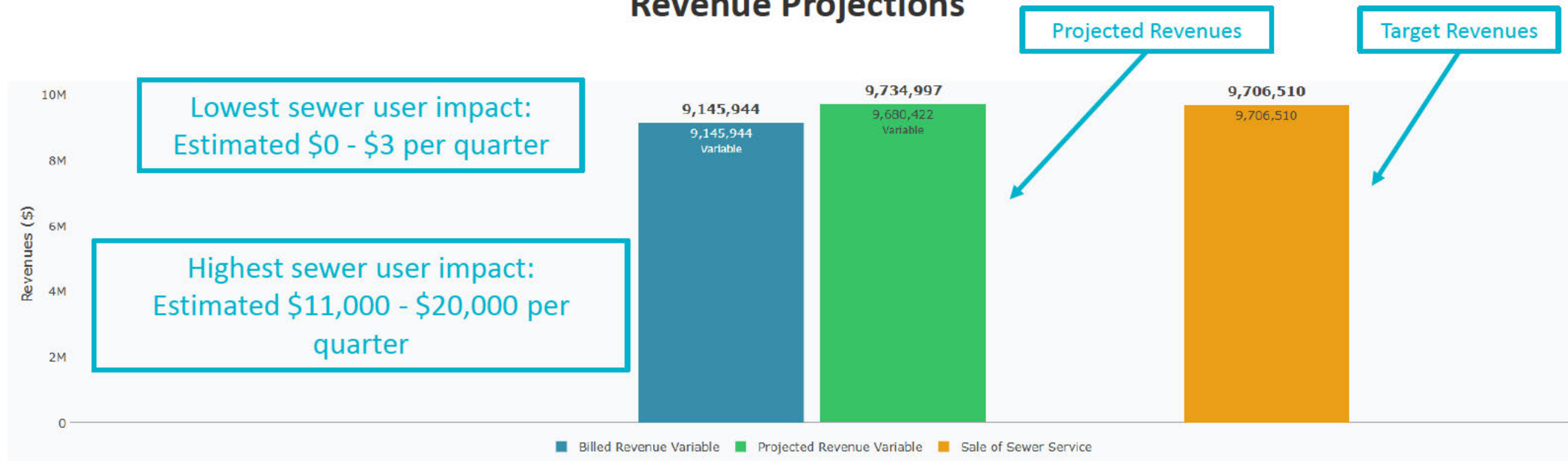
### Revenue Projections



### Option 2: Increase the 2 Highest Tiers

Cubic Feet	Inside Sewer Rate	Outside Sewer Rate	Number of Bedrooms	No Town Water Only Sewer
0 - 2,000	\$5.51	\$6.44	1 Bedroom	\$83.62 (+7%)
2,001 - 10,000	\$6.86 (+7%)	\$13.44 (+7%)	2 Bedrooms	\$118.44 (+7%)
10,001 and up	\$10.96 (+14%)	\$22.16 (+14%)	3 Bedrooms	\$181.63 (+7%)
			4 Bedrooms	\$276.12 (+7%)

### Revenue Projections

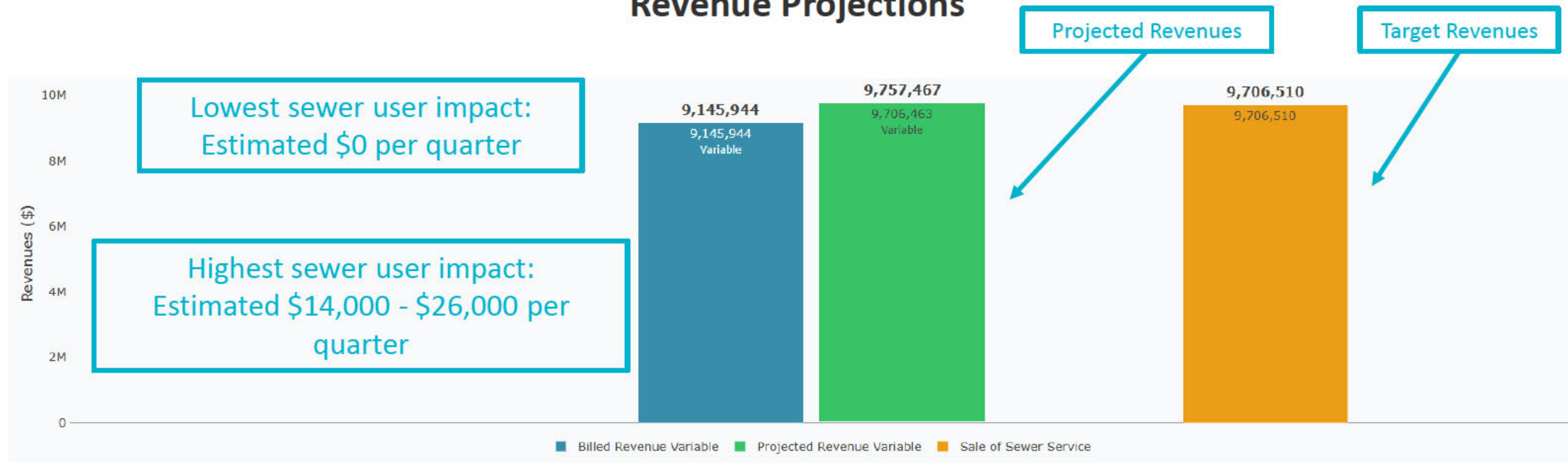




### Option 3: Increase only the Highest Tier

Cubic Feet	Inside Sewer Rate	Outside Sewer Rate	Number of Bedrooms	No Town Water Only Sewer
0 - 2,000	\$5.51	\$6.44	1 Bedroom	\$78.15
2,001 - 10,000	\$6.41	\$12.56	2 Bedrooms	\$110.69
10,001 and up	\$11.34 (+18%)	\$22.94 (+18%)	3 Bedrooms	\$169.75
			4 Bedrooms	\$258.06

### Revenue Projections



Current Rates		
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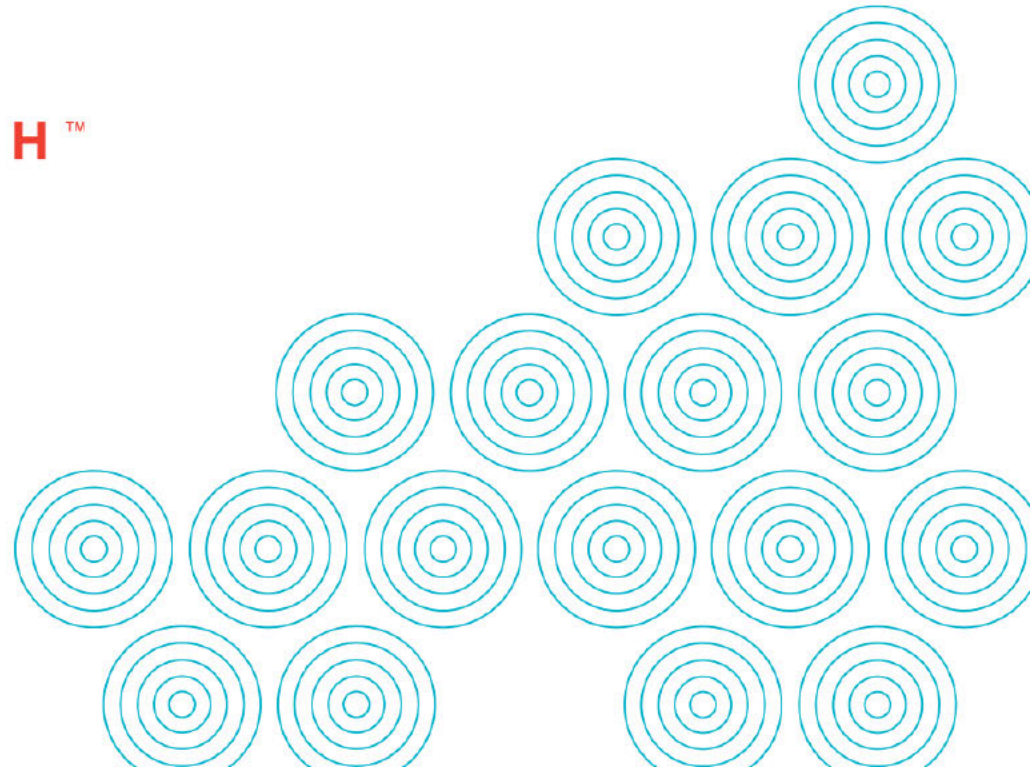
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Bedrooms	No Town Water Only Sewer	
1 Bedroom	\$78.15	
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3 Bedrooms	\$169.75	
4 Bedrooms	\$258.06	



**WATERWORTH™**





## MEMORANDUM

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**TO:** Select Board Members

**FROM:** Chris Dillon, Acting Town Manager

**CC:** Robert Maynard, Assistant Town Manager

**SUBJECT:** Goals

**DATE:** July 11, 2025

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At our last regular Select Board meeting on June 16th the Board discussed the 2025 Calendar Year Goals. The Board voted on the following:

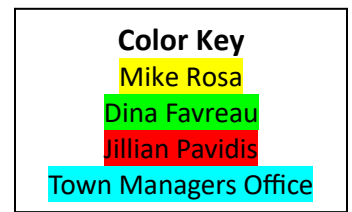
*Motion to approve the Select Board goals from the original list, removing all the completed goals and adding in the newly submitted goals*

The 2025 Calendar Year Goals as voted by the Board are attached to this document. However, there are some conflicting goals within the document, that the Board will need to provide guidance on.

- 1) **Task 1.11.3** - Improve the center without major reconstruction. Add a left out of River St., replace lights with new ones to be able to time them, improve crosswalks to be at signalized intersections and look for ways to get to Concord Road without going around the rotary  
**Task 1.11.2** – Use appropriated funds to improve pedestrian safety in the Town Center
  - i. It has been reported to the Board before that the available money from Town Meeting (\$3,000,000 / Article 15 Annual Fall Town Meeting 2023) will not afford us the ability to add a left out of River St, one of the goals above should be adopted not both.
- 2) **Task 3.4.4** - Do Not Sell Town Owned Land  
**Task 3.5.2** – Award contract before next years grow Season
  - i. Should the Town continue to explore options to generate economic development through the sale or leasing of Town owned land or not look at Town Owned land as an option.
- 3) **Task 4.5.5** - At Home Greater Lowell Initiative, and Massworks Infrastructure Grants for rt 129 corridor
  - i. Town isn't aware of any project in Billerica along rt 129 corridor that we would be applying for.

If the board could provide some guidance on these goals, the Town Managers office will be able to successfully accomplish them.





## Town of Billerica Select Board Goals Calendar Year 2025

### 1. GOAL: Commit to a Capital Planning Vision and Completion of Current Infrastructure Projects

#### Objective 1 – Determine Plan of Action for Council on Aging

- Task 1.1.1 – Select Board has discussion and narrows down potential options
- Task 1.1.2 – Community outreach and visioning about potential options
- Task 1.1.3 – Determine path forward during the early summer.

#### Objective 2 – Construction of a new North Billerica Fire Station

- Task 1.2.1 – Complete Design
- Task 1.2.2 – Begin Construction

#### Objective 3 – Continue Construction of the DPW Facility

- Task 1.3.1 – Stay on timeline
- Task 1.3.2 – Stay on budget

#### Objective 4 – Next Steps for Sewer Projects

- Task 1.4.1 – Send out Sewer Connection Survey to remaining 1500 resident
- Task 1.4.2 – Select Board reassesses sewer needs areas
- Task 1.4.3 – Explore funding options for septic systems
- Task 1.4.4 – Vote on an updated Sewer Capital Plan.

#### Objective 5 – Boat Launch at 250 Boston Road

- Task 1.5.1- Reengage with the State regarding the Boat Launch

#### Objective 6 – Park Projects

- Task 1.6.1 – Ditson Park Begin Construction in Fall of 2025
- Task 1.6.2 – Kohlrausch Park, complete construction by end of year
- Task 1.6.3 – PHR Skate Park, complete improvements by end of year
- Task 1.6.4 – Continue to have facilities department inspect playgrounds and repair as needed

### **Objective 7 – Stormwater Capital Plan**

- **Task 1.7.1** – Select Board must use the Culvert presentation from 2/11/25 to determine the level of work they would like to fund

### **Objective 8 – Police Station Needs Area Study**

- **Task 1.8.1** – Determine best option for the Town and Police

### **Objective 9 – Water Capital Improvements**

- **Task 1.9.1** – Continue study of additional water sources for the Town
- **Task 1.9.2** – Accelerate replacement of 2" water mains with funding from free cash and overlay surplus

### **Objective 10 – Creation of Peer Recovery Center**

- **Task 1.10.1** – finalize site selection
- **Task 1.10.2** – complete any needed repairs with settlement funds
- **Task 1.10.3** - Hire staff and market the services with settlement funds
- **Task 1.10.4** – Potentially open by end of year.

### **Objective 11 – Road Repair and Paving Program**

- **Task 1.11.1** – Select Board must use the Paving Capital Plan presented on 2/11/25 to determine what amount of roadwork they wish to fund each year based off data given for FY26-FY30
- **Task 1.11.2** – Use appropriated funds to improve pedestrian safety in the Town Center
- **Task 1.11.3** - Improve the center without major reconstruction. Add a left out of River St., replace lights with new ones to be able to time them, improve crosswalks to be at signalized intersections and look for ways to get to Concord Road without going around the rotary.
- **Task 1.11.4** – Have DPW and Engineering complete some of the recommendations from the Safe Routes to School pop up plan
- **Task 1.11.5** - Apply for the tip funding to build the intersection of Charmstaff, Concord Rd. and Kenmar Dr. to be able to making Charmstaff Lane two-way traffic again. This will reduce north bound traffic from going around the center to get to Concord Rd. to access Rt.3.

**Objective 12 – Construction of a new Billerica Recreation Center**

- Task 1.12.1 – Begin Construction Fall 2025
- Task 1.12.2 – explore options of adding staff to run facility

**Objective 13 – Gazebo Repairs**

- Task 1.13.1 – Use email from Secretary of Historic District Commission
- Task 1.13.2 – Select ADA compliant Design for Gazebo
- Task 1.13.3 – Determine if funds are needed
- Task 1.13.4 – Begin Construction

**Objective 14 – Locke Middle School**

- Task 1.14.1 – Continue to have meetings with School Department to determine best path forward for the Town
- Task 1.14.2 – Explore option of submitting LOI by April 2026 deadline

**Objective 15 – MBTA Train Station**

- Task 1.15.1 – Take over care, custody, and maintenance of station

**2. GOAL: Improve Efficiency of Town Operations**

**Objective 1 – Convert Town and School Munis System to One Chart of Accounts**

- Task 2.1.1 – Update MUNIS to same version as Schools
- Task 2.1.2 – Merge before FY27

**Objective 2—New Town Website**

- Task 2.2.1 — Launch new website by end of summer.

**Objective 5—Water and Sewer Billing Issues**

- Task 2.5.1 – Install outstanding meters and endpoints

**Objective 6— Town Counsel Needs**

- Task 2.6.1 — Explore option of hiring an in-house Town Counsel

### 3. GOAL: Maximize Fiscal Efficiencies and Fiscal Strength

#### Objective 1 – Control Budget Cost

- Task 3.1.1 – Strive to meet 2% goal

#### Objective 2 – Continue to evaluate Debt Capacity based on Capital Planning Needs

- **Task 3.2.1** – Re-evaluate debt stabilization plan based on current Status of Rec, COA, DPW, North Billerica Fire Station and no longer viable projects.
- **Task 3.2.2** – Re-evaluate debt projections for current and future School projects
- **Task 3.2.3**- Re-evaluate water and sewer cost projections in conjunction with capital plan

#### Objective 3 – Robust Capital Planning Process

- **Task 3.3.1** – Vote on Final Capital Plan and funding increases
- **Task 3.3.2** – Operate within that Capital Plan

#### Objective 4 – Explore Land Bank Financing Plan

- **Task 3.4.1** – Use a portion of Free Cash to deposit in the Land Bank Fund
- **Task 3.4.2** - Preserve more open space
- **Task 3.4.3**- Look at what existing Town Owned land could have article 97 protection added
- **Task 3.4.4** – Do Not sell Town Owned Land

#### Objective 5 – Town Owned Farmland

- **Task 3.5.1** - Put out RFP and review bids that come in
- **Task 3.5.2** - Award contract before next years grow season

### 4. GOAL: Reinvigorate Economic Development

#### Objective 1 – Economic Development Presence

- **Task 4.1.1**- Restart and rebrand a Billerica Business Association or Economic Development Council
- **Task 4.1.3**- Increased presence and communication from Town to Billerica businesses.



- **Task 4.1.4** – More conversation between the Select Board and Planning Board about economic development goals for the Town.
- **Task 4.1.5**- Streamline the business licensing and permitting process

#### **Objective 2 –Grant Submittals**

- **Task 4.2.1** — Take the Towns priorities and match them up with One Stop Grants
- **Task 4.2.2** – Present options to the Select Board in March
- **Task 4.2.3** – Begin process of applying for all identified One Stop Grants
- **Task 4.2.4**— Apply for all by June deadline

#### **Objective 3- Zoning Recodification / Conservation By-Law**

- **Task 4.3.1** – begin phase 2 of the recodification process
- **Task 4.3.2** – Explore option of changing our industrial zoning to have more commercial allowed uses, to help fill vacant space

#### **Objective 4- Accessory Dwelling Unit (ADU) By-Law**

- **Task 4.4.1** — Begin the conversation about a future ADU by-law.

#### **Objective 5 – Revitalize Commercial / Industrial Spaces**

- **Task 4.5.1** - Look at the highest tax income generating businesses, e.g. casinos or slots parlors for Tech Park to determine if it's feasible.
- **Task 4.5.2** – Prioritize Underutilized Properties Grant program to address blighted properties along route 3 corridor
- **Task 4.5.3** – Determine if there is a way to develop an area of town that could be like Tuscan Village
- **Task 4.5.4** – At Home Greater Lowell Initiative, and Massworks Infrastructure Grants for rt 129 corridor
- **Task 4.5.5** – increase commercial growth without high density housing
- **Task 5.5.6** – Develop Strategic Marketing Plan
- **Task 5.5.7**- Advance long-term planning for a regional sports and recreation complex

## 5. GOAL: Increased Public Education, Relations, and Communications

### Objective 1- Tell the Town's Work!

- **Task 5.1.1** — Educational videos on various topics including retained earnings and future road work.
- **Task 5.1.2.** – Explain to the public about various road repair methods.
- **Task 5.1.3.** – Educate public on current grants that have been applied for and received.
- **Task 5.1.4.** Educate the public on how tax dollars are spent.

### Objective 2 – Listening Sessions

- **Task 5.2.1** — Continue to hold listening sessions throughout Town for residents.



Town of Billerica

Request for Proposals (RFP)

For

Disposition to a Marijuana Establishment for Cultivation

The Town of Billerica (the "Town") is seeking proposals from qualified marijuana organizations for the disposition of land located on Republic Road (map/parcel number 48-30-1) limited to the purpose of marijuana cultivation.

This RFP is subject to the uniform procurement Act, GL. c.30B, and the provisions of G.L. c. 30B, Section 16, are incorporated herein by reference.

**Proposal Deadline:** Interested organizations must submit one original and three (3) copies of a proposal on or before **DATE**, to:

Town of Billerica  
Town Hall  
365 Boston Road  
Billerica, Massachusetts 01821  
ATTN: Christopher Dillon, Acting Town Manager

Proposals should be marked “Marijuana Cultivation at Republic Road” No electronic submissions will be accepted. Responses to this RFP must include all required documents, completed, and signed in accordance with the instructions and on the attached forms included in this RFP. Late proposals will be rejected and returned, unopened, to the sender.

If the Town Hall is closed at the time of the proposal deadline due to uncontrollable events, the proposal deadline will be 12:00 p.m. on the next normal business day.

**Inquiries:** All communications regarding this RFP must be made in writing to Robert Maynard, Assistant Town Manager, Town of Billerica, Town Hall, 365 Boston Road, Billerica, MA 01821, or to [rmaynard@town.billerica.ma.us](mailto:rmaynard@town.billerica.ma.us), no later than **DATE**. All inquiries and responses to inquiries pertaining to this RFP will be shared with all registered proposers.

**Developer Designation.** The Town’s Select Board intends to designate a developer within thirty (30) days of the deadline for submission of proposals and may, at its discretion, hold interviews with one or more proposers during the review process. All proposals must remain valid through **DATE**.

**Access to Documents.** Proposers seeking a copy of the Billerica Zoning Bylaw, Rules and Regulations of Subdivision Control, and other development regulations or policies may obtain them at the Office of the Town Clerk during normal business hours, or on the Town’s website at [www.town.billerica.ma.us](http://www.town.billerica.ma.us). Requests for specific information concerning the Property should be directed in writing to Mr. Maynard, not to Town departments. Upon request and by prior appointment with Mr. Maynard, proposers may inspect records and property data in the Town’s possession.

**Proposer’s Responsibility for Due Diligence:** The Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP, or of the documents, records, and other information and data concerning the Property. Prospective developers must undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

**General Conditions.** The Town reserves the right to reject any proposal that fails to meet the requirements of this RFP, or which is incomplete, conditional, or obscure, or which contains additions or irregularities, or in which errors occur; to waive minor discrepancies; to permit a proposer to clarify such discrepancies; to conduct discussions with qualified proposers in any manner necessary to serve the Town’s best interests; to waive any minor informality; to accept, in whole or in part, any or all proposals; to designate a developer based on written proposals received, without prior discussions; to reject any or all proposals if deemed in the Town’s interest to do so; and to take whatever other or additional action that may be deemed in the Town’s best interest. 3 Any fees or other expenses associated with the RFP process are solely the responsibility of each proposer.



### 1. Description of property

- A. The property is a vacant land lot consisting of approximately 98,881 +/- SF of land, or 2.27 Acres, as shown on the Billerica Assessor's Map located on Republic Road (map/parcel number 48-30-1);
- B. The selected Proposer for the Project is expected to pursue and receive approval of the Special Permit from the Planning Board, Board of Health, and Select Board.

### 2. Development Guidelines

The following development guidelines apply to the use and disposition of the Property. These guidelines must be addressed in the proposal and met in the subsequent development of the Property:

- A. Please refer to the Town of Billerica Zoning, planning, and Board of Health Bylaws.

### 3. Submission Requirements

In order for proposers to submit a bid, proposers are required to submit in a sealed envelope the following items, which are referred to, collectively, as the "Proposal Package". All Proposal Packages must include the following materials

- A. Cover Letter: A letter signed by the principal of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and the name, address, and contact information of all other interested parties. At least three (3) references shall be included.;
- B. Project Information
  - a. Preliminary development budget;
  - b. Conceptual site plan, landscape plan, exterior building plans and elevations for the structure;
  - c. Proposed floor plan depicting configuration, size, and layout;
  - d. Preliminary identification of permitting requirements applicable to the project, and regulatory relief that will be needed for the project, including zoning relief and Title V compliance.;
  - e. Projected Project schedule (by month/year).
- C. Development Plan
  - a. Each proposer must submit narrative on the proposer's proposed use of the Property, the impact of the proposer's use of the property on Town infrastructure, including water, sewer, drainage, parking, public safety, and roads, and the economic benefit to the Town in tax revenue and/or in local job creation.
- D. Experience
  - a. A summary, not to exceed 1 page, of any experience operating a marijuana establishment. The summary should include the type

(medical, recreational, retail, cultivation, etc.), location (municipality and state), and length of time operating the marijuana establishment.

E. Financial Ability

- a. Each proposer must provide a letter of commitment, letter of credit, or letter of support from a lending institution, or prove by other means, that the proposer has the financial wherewithal to meet the financial obligations.

F. Developer Information

- a. Description of organization, and background information and resumes for personnel and/ or members of the development team, which shall include the project manager, architect, engineer(s), and consultant(s), and may include the contractor and lender;
- b. Description of other real estate owned (attach list and description);
- c. Information regarding any legal or administrative actions, whether past, pending, or threatened, that could relate to the conduct of the Proposer's business;

G. Forms A through D

- a. Proposers are required to fill out and sign forms A through D attached hereto:
  - i. *Form A, Certificate of Non-collusion*: required under G.L. c. 30B, §10;
  - ii. *Form B, Certificate of Tax Compliance*: required under G.L. c. 62C, §49A;
  - iii. *Form C, Certificate of Authority*;
  - iv. *Form D, Real Property Disclosure Statement*: required under G.L. c. 7C, §38, in which the proposer identifies the parties who will have an interest in the Property and whether any such party is a state or local employee.

H. Other

- a. The proposer should include in this section any other information or unique features which the proposer believes the Town should know in order to fully evaluate the proposal.

*One (1) original and three (3) copies of the Proposal Package shall be delivered in a sealed envelope, that is clearly marked "Town of Billerica, Town Hall, 365 Boston Road, Billerica, Massachusetts 01821, ATTN: Christopher Dillon, Acting Town Manager" on or before **DATE**.*

**Any proposal submitted must include all required documents mentioned in Section 3, those submitted without will not be considered**

Sealed Project Proposals will be received at the Town Manager's office until, **DATE** at which time the proposals will be publicly opened and read aloud

The Town may cancel this RFP or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection services the best interests of the Town.

All proposal prices submitted in response to this RFP must remain firm for ninety (90) days following the proposal opening.

#### 4. Evaluation Criteria

The Town Shall consider the following criteria during the proposal review process:

##### Minimum Threshold Criteria

- A. The proposer must meet all the submittal requirements set forth above in Section 3;
- B. Timely submission of the proposal;
- C. The ability of the proposer to meet the financial obligations of the

##### project.-Comparative Criteria

- 1. Site design.  
Site design improves upon the existing land lot, and is highly responsive to the surrounding neighborhood area and the other issues described in this RFP.
- 2. Building design, including State Building Code, quality materials and appearance.  
Building design exceeds minimum development criteria purposed in this RFP.
- 3. Energy Efficiency and building systems and appliances.  
Excellent use of energy efficient systems and appliances. The Town will look favorably on proposals that are the most sustainable.
- 4. Price Proposal.  
The Town will look favorably on proposals that offer to pay the most for the property.
- 5. Financial Feasibility of proposal.  
Project budget is more than adequate to address projected needs and requires little or no assistant from the Town.
- 6. Overall quality of proposal  
Proposal is of outstanding visual and written quality, responsive to all items in RFP and introduces innovative and creative concepts

The Town reserves the right, in its sole discretion, to interview proposers and select a finalist to submit and negotiate a more fully developed response. If, at any time, negotiations with any selected proposer are not proceeding to the satisfaction of the Town, in its sole judgment, then the Town may choose to select another proposer with which to conduct negotiations.

## **5. Selection Process**

All proposals submitted by the deadline will be opened and recorded read aloud in public. The Billerica Town Manager or designee(s) shall review and evaluate all proposals received by the submission deadline and recommend to the Town's Select Board a notice of award. Evaluation of the proposals will be based on the information provided in each proposer's submission in accordance with the submission requirements of this RFP and any interviews, references, and supplemental, clarifying information requested by the Town. The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in this RFP, will be selected. The Town will notify all proposers in writing of its decision.

If the Town cannot reach a final agreement with the designated developer, the Town reserves the right to terminate its negotiations with the designated developer and to pursue negotiations with the proposer that submitted the next most advantageous proposal received from a responsive and responsible proposer in response to this RFP.

Note: The designated developer will be required to file a Disclosure of Beneficial Interests as required by G.L. c.7C, s. 38 (formerly G.L. c.7, 40J)

## **6. Non-Discrimination**

The ~~T~~town shall select a designated developer without consideration of age, sex, race, creed, sexual orientation, color, handicap, or national origin

## **7. Attachments**

Attachment A – Certificate of Non-Collusion

Attachment B – Certificate of Tax Compliance

Attachment C – Certificate of Authority

Attachment D – Disclosure Statement



**TOWN OF BILLERICA**

**REQUEST FOR PROPOSALS (RFP)**

**Land Disposition to a Marijuana Establishment for Cultivation**

**FORM A**

**Certificate of Non-Collusion**

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

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

(Please Print)

_____	_____
Authorized Official’s Signature	Title of Person Signing
_____	_____
Typed or Printed Name of Person Signing	Company Name
_____	_____
Telephone Number	Address
_____	_____
Fax Number	Address
Date: _____	

**(Note: This Form must be included in the proposal submission)**

**TOWN OF BILLERICA**

REQUEST FOR PROPOSALS (RFP)

**LAND DISPOSITION to a Marijuana Establishment for Cultivation**

**FORM B**

**Certificate of Tax Compliance**

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

**(Note: This Form must be included in the proposal submission)**



**(3) If a Corporation**

Full Legal Name:

\_\_\_\_\_

State of Incorporation:

\_\_\_\_\_

Principal Place of Business: \_\_\_\_\_ ZIP \_\_\_\_\_

Qualified in Massachusetts: Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts: \_\_\_\_\_

ZIP CODE \_\_\_\_\_ TEL. # \_\_\_\_\_

**(4) If a Limited Liability Company**

Full Legal Name:

\_\_\_\_\_

State of Registration:

\_\_\_\_\_

Principal Place of Business: \_\_\_\_\_ ZIP \_\_\_\_\_

Qualified in Massachusetts: \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts: ZIP CODE \_\_\_\_\_ TEL. # \_\_\_\_\_

**(5) If a Trust**

Full Legal Name of Trust:

\_\_\_\_\_

Recording Information on Declaration of Trust:

\_\_\_\_\_

Authorized Signature of Proponent: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Note: This Form must be included in the proposal submission)**



**TOWN OF BILLERICA**

**REQUEST FOR PROPOSALS (RFP)**

**Land Disposition to a Marijuana Establishment for Cultivation**

**FORM D**

**DISCLOSURE STATEMENT FOR**

**TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**

**M.G.L. c. 7C, s. 38**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

The property is a vacant land lot consisting of approximately 98,881 +/- SF of land, or 2.27 Acres, as shown on the Billerica Assessor's Map located on Republic Road (map/parcel number 48-30-1)

(2) Type of Transaction, Agreement, or Document: Lease of land by the Town of Billerica

(3) Public Agency Participating in Transaction: Town of Billerica

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord  Tenant/Tenant

\_\_\_\_\_ Seller/Grantor \_\_\_\_\_ Buyer/Grantee

\_\_\_\_\_ Other (Please describe)

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, Tenant, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the Tenant’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

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Print Name of Disclosing Party (from Section 4, above)

---

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

---

Print Name & Title of Authorized Signer

**(Note: This Form must be included in the proposal submission)**



## Town of Billerica Owned Farm Land

For proposals to license for ~~the~~ agricultural use ~~of~~ multiple parcels totaling approximately 9.65 +/- acres located in the Town of Billerica in the area of 579 Boston Road

This Request for Responses ("RFR") is not subject to the Massachusetts Uniform Procurement Act, GL. C. 30B.

Responses must be received by the Town of Billerica  
no later than 11:00 AM, Friday March 14, 2025

Contact: Clancy Main  
Town Manager  
Telephone: (978) 671-  
0942

Email: [Cmain@town.billerica.ma.us](mailto:Cmain@town.billerica.ma.us)

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**Contents of Request for Response ("RFR")**

Description of Agricultural Land Use RFR	page
1. Land Licensing Opportunity Summary.....	3.
2. Performance and Contract Specifications .....	4.
a. Eligible Applicants.....	4.
b. Contract Specifications.....	5.
c. Proposal Terms.....	7.
3. Instruction for Application Submissions.....	8.
a. Evaluation Criteria .....	8.
b. Proposal Submission Information Deadline.....	8.
c. Additional Required Documentation.....	9.
4. Deadlines and Procurement Calendar .....	9.
5. Miscellaneous .....	10.
a. Type of Procurement .....	10.
b. Use of This Procurement by Single or Multiple Departments .....	10.
c. Request for Single or Multiple Contractors .....	10.
d. RFR Distribution Method .....	10.
e. List of Attachments .....	10.

**Attachment A: Proposal to the Town of Billerica for Town Owned Farm Land**

1-8. Proposal Details .....	11-16.
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**Attachment B: License Areas, Use Areas, Soil Survey, 2024 Monitoring Report, Agricultural Preservation Restriction Agreement ("APR Agreement")**

**1. LAND LICENSING OPPORTUNITY SUMMARY**

a.	<b>Proposals Sought For:</b>	The agricultural use of approximately 9.65+/- acres located near 579 Boston Road.
b.	<b>Overview, and Goals and General Conditions:</b>	<p>The Town of Billerica ("<b>Town</b>") is soliciting proposals for the agricultural use of approximately 9.65 +/- acres located in Billerica, Massachusetts (the "Property"). The Property is owned by the Town and is under the care and control of the Select Board subject to the restrictions of <u>an Agricultural Preservation Restriction Agreement ("APR Agreement") and related the-APR document</u>, regulations and policies.</p> <p><u>The property is to be licensed (not leased) to one or more eligible applicants.</u></p> <p><u>The Town reserves the right to reject any response that fails to meet the requirements of this RFR, or which is incomplete, conditional, or obscure, or which contains additions or irregularities, or in which errors occur; to waive minor discrepancies; to permit an applicant to clarify such discrepancies; to conduct discussions with qualified applicants in any manner necessary to serve the Town's best interests; to waive any minor informality; to accept, in whole or in part, any or all applications; to designate an applicant based on written applications received, without prior discussions; to reject any or all applications if deemed in the Town's interest to do so; and to take whatever other or additional action that may be deemed in the Town's best interest. Any fees or other expenses associated with the RFR process are solely the responsibility of each applicant.</u></p>
c.	<b>Eligible Applicants:</b>	Agricultural operations as defined by <u>M.G.L. c.61A Sec 1 &amp; 2</u> that are principally and substantially engaged in the business of production agriculture or farming for commercial purposes. An agreement may be reached with a single or multiple applicants.
d.	<b>Application Deadline:</b>	11:00 AM, Friday March 14, 2025
e.	<b>Total Anticipated Duration of LicenseContract:</b>	5 years with the option <u>by the Town</u> to <u>extend/renew</u> for up to five years.
f.	<b>Contact Information:</b>	<p>Clancy Main Town Manager 365 Boston Road Billerica, MA 01821</p> <p><a href="mailto:Cmain@town.billerica.ma.us">Cmain@town.billerica.ma.us</a></p>

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a. Eligible Applicants:	
Eligible Applicants	<ul style="list-style-type: none"> <li>Applicants who propose to undertake Agricultural operations as defined by <a href="#">M.G.L. c.61A Sec 1 &amp; 2</a> that are principally and substantially engaged in the business of production agriculture or farming for commercial purposes and:               <ul style="list-style-type: none"> <li>are <u>individuals</u> or legally recognized entities within the Commonwealth of <u>Massachusetts</u> and have the ability to enter a legally binding agreement <del>with the Commonwealth</del>;</li> <li>have demonstrated the capacity to implement and administer projects and programs as defined in <del>the responsive proposals to this RFR</del>;</li> <li>if the applicant is not an individual doing business under his/her own name, the proposal must describe the status of the organization (whether a non-profit or charitable institution, a partnership, a business association, or a joint venture) and indicate the jurisdiction under whose laws it is organized and operating.</li> </ul> </li> </ul> <p>Only proposals for agricultural uses will be considered. Uses must comply with the regulations promulgated under M.G.L. Chapter 128, Sections 7A-7F.</p> <ul style="list-style-type: none"> <li>Applicants must be in compliance with other federal, state, and local statutes, regulations, ordinances, and bylaws.</li> <li>Applicants who have existing agricultural operations shall be subject to a site visit.</li> <li>Applicants should be residents of the Commonwealth.</li> </ul>
Ineligible Proposals	<ul style="list-style-type: none"> <li>Proposals from applicants whose <u>current</u> operation is out of compliance with any Commonwealth laws or regulations.</li> <li>Proposals from applicants <u>not in compliance with failing to meet requirements for</u> previous or existing <u>contacts with the</u> Town of Billerica <u>Standard Contracts, such as or with</u> licenses, permits, certificates of approval, certificates of completion, including APR and/or assistance programs or from applicants with poor past contract performance as determined by <u>the Massachusetts Department of Agricultural Resources ("MDAR")</u>.</li> <li>Proposals for the growing of marijuana or hemp are not eligible.</li> <li>Proposals for conventional livestock production are not eligible. However, proposals which include livestock as part of a regenerative agriculture program may be considered.</li> <li>Proposals for exclusively compost operations are not eligible.</li> </ul>

b. Contract Specifications.	
<p><b>Agricultural Field Descriptions:</b> Please refer to the attached plan for individual fields (Attachment B). All soil type acreages are approximate. All fields were previously used for mixed vegetable production.</p>	



<p><b>Condition of the Licensed Premises</b></p>	<ul style="list-style-type: none"> <li>• Licensee accepts the Licensed Premises in “as-is, where-is” condition.</li> <li>• Licensor is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.</li> <li>• Licensor has made no representations or warranties whatsoever regarding the Licensed Premises, including, without limitation, no representations or warranties regarding fitness of the Licensed Premises for Licensee’s intended purpose or use.</li> <li>• Licensee shall neither cause nor suffer any waste of the Licensed Premises and shall maintain the Licensed Premises in good order at all times. Licensee’s responsibilities shall include, but not be limited to, the repair of any and all damage or breakage resulting from acts of vandalism or the intentional or negligent acts of Licensee or others, but excluding damage or breakage caused by employees, agents, or contractors of Licensor. All repairs made by Licensee shall be performed in a manner satisfactory to Licensor. Licensor shall have the option to make such repairs for the account of Licensee, in which event Licensee shall reimburse Licensor for any and all costs incurred by Licensor to make such repairs. Licensee shall make payment within ten business days after written demand by Licensor.</li> <li>• Licensee shall neither cause nor suffer any environmental damage to the Licensed Premises. If Licensee’s use of the Licensed Premises results in the need for any notification, assessment, or other action under any applicable federal, state or local environmental law, regulation or requirement (including but not limited to a response action under applicable legal requirements related to hazardous materials, as defined in federal or Commonwealth statute concerning hazardous or toxic materials), Licensee shall, without delay, prepare any required notification to authorities under applicable legal requirements and provide telephone notice to a Designated Representative as soon as possible and no later than 48 hours of the triggering event or circumstance. <ul style="list-style-type: none"> <li>• This property is subject to the APR Agreement.</li> <li>• <b>The license will be terminable by the Town in its discretion.</b></li> </ul> </li> </ul>
<p><b>Utilities</b></p>	<ul style="list-style-type: none"> <li>• The Licensed Premises are not served by any utilities.</li> <li>• The <del>Licensor</del>Town will help establish a permanent water source for irrigation purposes.</li> <li>• If Licensor provides any utility system or service at the Licensed Premises or agrees to pay for the cost of any utility service, Licensor makes no representation or warranty whatsoever with respect thereto, including, without limitation, no representation or warranty as to the adequacy of the same for the purposes and use of Licensee.</li> <li>• Licensor shall not be responsible for any interruption in utility service.</li> <li>• Licensor may, at any time, require Licensee to contract directly with the supplier of such service.</li> </ul>
<p><b>Minimum Acceptable Rent</b></p>	<ul style="list-style-type: none"> <li>• No minimum acceptable <del>license fee</del>rent has been established for the agricultural fields and license areas.</li> <li>• The Town will be willing to <del>accept a license fee of rent the area for</del> \$1 <del>per year</del> during the first three years of the <del>license</del>ease if farming is visible and a community benefit is proposed.</li> <li>• All <del>license fees</del>rent shall be payable to the Town-of-Billerica.</li> </ul>

c. Proposal Terms

Use Guidelines and Eligibility

- A license agreement will be negotiated and executed between the Town and the selected applicant(s) to outline the terms and conditions of use. The License Rental period shall be for up to five (5) years with an option to renew for an additional period of up to five (5) years, at the discretion of the Town.

Insurance

- Licensee shall keep in force, at Licensee's sole cost and expense during the full term of this License and during such other times as Licensee occupies the Licensed Premises or any part thereof, the following insurance policies:

**Comprehensive General Liability Insurance** insuring Licensee against all claims and demands for personal injury or damage to property that may be claimed to have occurred upon or about the Licensed Premises. Said insurance shall be written on an occurrence basis to afford protection in the amount of not less than fifty thousand dollars, combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring the performance by Licensee.

**Vehicle Liability Insurance** covering each vehicle of Licensee entering the Licensed Premises in an amount not less than the compulsory coverage required in Massachusetts.

**Workers Compensation Insurance** covering Licensee's employees upon the Licensed Premises in such amounts as are required by law.

- All insurance coverage required shall be by standard policies obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts.
- Each said insurance policy shall name the Town ~~of Billerica~~ as an additional insured and shall contain a provision stating that such coverage shall not be cancelled, reduced, or otherwise materially altered without at least ten days prior written notice to Licensor.
- Licensee shall provide to the Town ~~of Billerica~~ a Certificate of Insurance evidencing compliance with this provision prior to signing a License Agreement and **upon the annual anniversary of the start date of the License for every year withing the license period.**

### 3. INSTRUCTIONS FOR APPLICATION SUBMISSIONS

#### a. Evaluation Criteria: Each response will be scored using the following measures:

The Town of Billerica may, but is not obligated to, will select such proposal(s) that best fit each location based on the following criteria:

- Project application is in compliance with the submission requirements and format presentation for this RFR and includes adequate supporting proposal documentation.
- Proposal is for agricultural uses as defined under M.G.L. Chapter 61A, Section 1 & 2. Uses must comply with the regulations promulgated under M.G.L. c. 128, Sections 7A-7F.
- Applicant is a resident of the Commonwealth.
- Priority is given Historically Underserved Farmers as defined in the 2018 USDA Farm Bill. This includes Beginning Farmers, Socially Disadvantaged Farmers, Limited Resource Farmers and Veteran Farmers<sup>1</sup>.
- Applicant is a farmer who leases, owns, or operates a farm.
- Past experience and demonstrated capacity (e.g. access to farm machinery etc.) of applicant to manage land for commercial agricultural purpose as defined in M.G.L. Chapter 61A, Section 1 & 2.
- Demonstrated skill/experience of applicant as documented in resume or qualification statement of applicant and a copy of the resumes/qualification statements of all parties involved in the farming operation. How well the response outlines a viable management plan for commercial use of the property, stewardship of the agricultural resource and is compatible with nearby and abutting land use.
- How well the response outlines a viable management plan for commercial use of the property, stewardship of the agricultural resource and is compatible with nearby and abutting land use.
- Agricultural Land Use plan promotes sustainable agricultural practices and includes the following at a minimum:
  - Activities to improve the property for agricultural use (e.g. Improvement of soil fertility, implementation of Best Management Practices (BMPs)).
  - (Optional) Provisions for soil conservation measures recommended by the County Conservation District and the Natural Resources Conservation Service (e.g. crop rotation, cover cropping).
  - Commitment to minimizing pesticide use (e.g. implementation of an Integrated Pest Management Plan (IPM)).
  - Intention to farm the property to its maximum possible commercial extent.
- Proposed license fee per year.

<sup>1</sup> As defined in the 2018 US Farm Bill. For reference please see USDA definitions:

[https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/people/outreach/sibfr/?cid=nrcsdev11\\_001040](https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/people/outreach/sibfr/?cid=nrcsdev11_001040)

#### b. Proposal Submission Information Deadline

A proposal form is attached and must be completed and mailed/delivered to the Town of Billerica or emailed to [cmain@town.billerica.ma.us](mailto:cmain@town.billerica.ma.us) by the response date deadline. Envelopes must be marked in the lower left-hand corner with the following:

**"Proposal for Licenseuse of Town-owned Farm Land – Billerica"**

Envelopes not so marked are likely to be opened before that time and will be returned to the sender. Proposals received by the Town Manager later than 11:00 AM on Friday, March 14th, 2025, will be returned to their respective owners.

Applicants are cautioned to allow sufficient time for their proposals to be received by the Town as only proposals RECEIVED by the Town of Billerica by the response date will be reviewed and considered. Electronic proposals are acceptable provided that the proposal is successfully received by the Regional Planner prior to the opening date and time.

**All materials must be sent to the attention of:**

**Clancy Main  
Town Manager  
Town of Billerica  
365 Boston Road, Billerica MA 01821**

#### C. Additional Required Documentation

If selected, the ApplicantRespondent will be required to submit the following additional documentation forms to complete the contract:

- A License Agreement which will be adapted to the specific licensed property and to reflect the terms agreed upon by the parties to accomplish the purposes of the RFR.
- Commonwealth W-9 tax information form filled out and signed by the Respondent (if not already on file)
- Completed Contractor Authorized Signature Verification Form

Respondents are encouraged to review these forms prior to submission of a Response. They are available as attachments to this document.



#### 4. DEADLINES AND PROCUREMENT CALENDAR

<b>A. Release of RFR:</b>	February 02, 2025
<b>B. Information Sessions:</b>	Questions can be directed to Clancy Main at <a href="mailto:cmain@town.billerica.ma.us">cmain@town.billerica.ma.us</a> . Questions must be submitted no later than one week prior to the submission deadline. Questions and Answers will be posted on COMMBUYS.  <b>An in-person site visit can also be held upon request by applicant.</b>
<b>C. Application Due Date:</b>	Friday March 14th , 2025 at 11:00 AM
<b>D. Estimated Award Date:</b>	Awards are estimated to be announced by March 28th, 2025
<b>E. Estimated Contract Start Date:</b>	Notwithstanding any verbal representations by the parties, and only after an award is issued and a final scope of services has been negotiated, the effective start date of a contract shall be the latest of the following dates: the date the License Agreement has been executed by an authorized signatory of the contractor and the procuring department; the date of secretariat or other approval(s) required by law or regulation; or a later date specified in the License Agreement.

5. MISCELLANEOUS	
<b>a. Type of Procurement:</b>	<ul style="list-style-type: none"> <li>License</li> </ul>
<b>b. Use of This Procurement by Single or Multiple Departments:</b>	<ul style="list-style-type: none"> <li><del>This RFR is for single department procurement.</del></li> </ul>
<b>b.c. Request for Single or Multiple Contractors:</b>	<ul style="list-style-type: none"> <li>Single or Multiple</li> </ul>
<b>c.d. RFR Distribution Method:</b>	<ul style="list-style-type: none"> <li>This RFR has been distributed by the <u>MDAR Department</u>'s Farm and Market Newsletter, posted to the program's website at <a href="http://www.mass.gov/agr">www.mass.gov/agr</a>, and by a distribution list of requested applicants.</li> <li>This RFR has been distributed electronically via COMMBUYS. It is the responsibility of every Applicant to check CommBuys for any addenda or modifications to an RFR to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Applicants who fail to check for amended RFRs and submit inadequate or incorrect responses. Potential Respondents are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure they have the most recent RFR files.</li> <li>Respondents may not alter RFR language or any RFR component files. Those submitting a proposal must respond in accordance to the RFR directions and complete only those sections that prompt a Respondent for a response. Modifications to the body of this RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited. Any unauthorized alterations will disqualify response.</li> </ul>
<b>e. List of Attachments:</b>	<p>Attachment A: Proposal to License <u>Town</u><del>State</del>-Owned Agricultural Fields- Town of Billerica</p> <p>Attachment B: License Areas, <u>Use Areas, Soil Survey, 2024 Monitoring Report, APR Agreement</u></p>

## APPLICATION FORM

Date Received: _____
Received By: _____

Application for RFR #: Town of Billerica

*All of the information on this application must be completed or identified as Not Applicable.*

<b>Attachment A: PROPOSAL TO LICENSE <del>TOWNSTATE</del>-OWNED AGRICULTURAL FIELDS</b>		
<b>1. Agricultural Operation Information:</b>		
Applicant Name: _____	Operation Name: _____	
Legal Structure: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other _____		
OR Employer: _____		
<input type="checkbox"/> I do not currently own or lease land but am an experienced farm worker seeking to lease land		
Historically Underserved Farmer <sup>1</sup> :		
<input type="checkbox"/> Limited Resource Farmer <input type="checkbox"/> Beginning Farmer <input type="checkbox"/> Socially Disadvantaged Farmer <input type="checkbox"/> Veteran Farmer		
Mailing Address: _____		
City, State, Zip: _____		
Email: _____	Home Phone: _____	
Mobile Phone: _____	County: _____	
<b>2. Current Agricultural Operation Details:</b>		
Type of Operation:	<input type="checkbox"/> Maple <input type="checkbox"/> Beef <input type="checkbox"/> Produce <input type="checkbox"/> Cranberry <input type="checkbox"/> Greenhouse <input type="checkbox"/> Livestock <input type="checkbox"/> Dairy <input type="checkbox"/> Nurse <input type="checkbox"/> Other _____	
Acreage Owned: _____	Acreage Leased: _____	Acreage In Production: _____
<b>3. Site Address for Current Operation (if different from above):</b>		
Site Address: _____		
City, State, Zip: _____		

<sup>1</sup> As defined in the 2018 US Farm Bill. For reference please see USDA definitions:  
[https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/people/outreach/sibfr/?cid=nrcsdev11\\_001040](https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/people/outreach/sibfr/?cid=nrcsdev11_001040)

4. Identify which parcels and / or license areas you wish to license (farmers may seek licenses for more than one parcel and/ or license area). Please identify ALL parcels you are interested in licensing.

PARCEL	Interested	Not Interested	Somewhat Interested
Front	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Middle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Back	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes:



5. **Proposal Details:** *Complete each section.*

**AGRICULTURAL LAND USE PLAN**

- a. Provide a clear description of how you intend to use the licensed parcels for agricultural purposes including crops grown and/or livestock raised and a planting/ growing/ harvesting schedule. Where will the agricultural products be sold? (Submit separate information for each parcel if necessary). This will be considered your "land use plan" and granted a license, you will be required to maintain the land according to this plan:

Empty rectangular box for providing the Agricultural Land Use Plan details.

a. AGRICULTURAL LAND USE PLAN (cont.)



**b. Describe your farming experience.**

--

**c. Provide any other relevant information**

--

d. Describe equipment you possess to allow you to utilize, maintain and work the agricultural resource to its fullest potential?

--

e. Please provide the name, address and phone number of three references, at least one of which shall be from a landowner from whom you currently rent/use land.

1. NAME:		2. NAME:	
POSITION/TITLE		POSITION/TITLE	
RELATIONSHIP TO YOU:		RELATIONSHIP TO YOU:	
PHONE:		PHONE:	
EMAIL:		EMAIL:	

--



f. What is the proposed rent or community benefit per year?

PARCEL	\$ Proposed Rent ( <i>If Interested</i> )

6. Attestation:

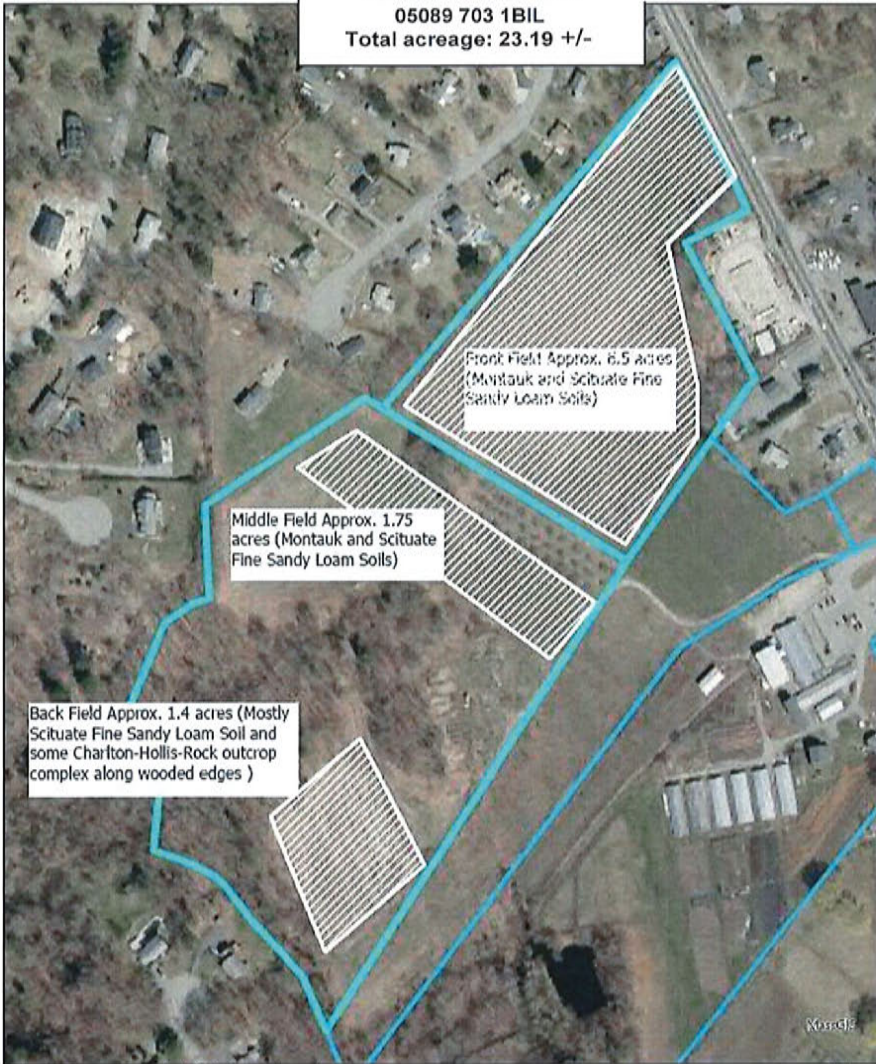
By signing this application, you attest all statements herein are accurate and true. By signing this application, you give permission to have a site visit by MDAR staff which may be necessary before a decision is made. All site visits will be arranged with you in advance.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Please complete and return the proposal response form along with your resume and a resume for all others involved in the farming operation by the appropriate deadline listed in the RFR Document.

Town of Billerica APR  
 05089 703 1BIL  
 Total acreage: 23.19 +/-



Front Field Approx. 6.5 acres  
 (Montauk and Scituate Fine  
 Sandy Loam Soils)

Middle Field Approx. 1.75  
 acres (Montauk and Scituate  
 Fine Sandy Loam Soils)

Back Field Approx. 1.4 acres (Mostly  
 Scituate Fine Sandy Loam Soil and  
 some Charlton-Hollis-Rock outcrop  
 complex along wooded edges )

Data Sources: 2023 Aerial Photography and  
 2024 Open Space boundary from MASSGIS.  
 Map produced by J. Banadi, December 13, 2024

This map is for planning purposes only. It is not to be used

(00172405 2-12004700)

----- Feet


by itself for legal  
 boundary definition. For  
 more details on soil

types and locations,  
 please use  
[websoilsurvey.nrcs.usda](http://websoilsurvey.nrcs.usda).

gov.

0 115 230 460 690

**MDAR Agricultural Preservation Restriction Monitoring Report**

<b>Project Name:</b> Billerica Town of				
<b>Project ID:</b> 050897031BIL		APR Closing Date: 5/08/1997		
Property Address: Boston Road (west side of route 3A)		Book: 32403	Page: 165	
City: Billerica	Zip: 01821	Registry Location:		
County: Middlesex		Acreage: 23.19		
Type Federal language APR Restriction contains <input type="checkbox"/> FPP <input type="checkbox"/> FRPP <input type="checkbox"/> ALE <input type="checkbox"/> NONE				
Is there a Co-holder of the APR? Y <input type="checkbox"/> N <input type="checkbox"/> If YES, entity:				
<b>OWNER INFORMATION</b>				
Landowner Name: Town of Billerica		Phone (W): 978-671-0966 (Isabel), 978-505-3520 (Clancy)		
Mailing Address: 365 Boston Road c/o Office #211		Phone (H):		
City: Billerica	State: MA Zip: 01821	Phone (C):		
Email: <a href="mailto:jtoukantonis@town.billerica.ma.us">jtoukantonis@town.billerica.ma.us</a> (Isabel); <a href="mailto:cmain@town.billerica.ma.us">cmain@town.billerica.ma.us</a> (Clancy)				
Operation Name:		Website:		
Farm Manager or Contact Person: Isabel Tourkantonis, Director of Environmental Affairs and Clancy Main, Town Manager		Phone/Email:		
Tenant Farmer: None		Tenant Phone/Email:		
Is the current owner a new owner since the last inspection? Y D N Middlesex Co. MA Land Records online site checked 7/23/2024. No new documents found by Lisa Trotto				
Is there evidence of a spill or release of hazardous substances, petroleum products, or other potential environmental hazards on the property that need to be addressed? Y D N If yes, list include information and action items below.				
Follow-up requested by landowner: Y ND If yes, what? Soil maps for property, information on leasing, etc.				
Landowner Contact Summary (list methods/dates):				
Date	Contact	Contacted	Method	Notes
11/1/2024	Jill Banach	Clancy Main	Email	Initial email request for visit
11/20/2024	Jill Banach	Clancy Main	In-Person	On-site field visit
Notes:				
I met with Clancy Main on site to discuss this property. Griggs Farm was the previous tenant, but that lease hasn't been renewed for many years. Fields have been mowed at least annually.				
Monitor: Name: Name: Jill Banach		Affiliation: MDAR		
Signature: 		Date: 12/6/2024		



Project Name: Billerica Town of

Project ID#: 05089703 IBIL

2024 Monitoring form

**MDAR internal use only**

LAND USE INFORMATION			(Please list acreage, describe crop type/activity/condition)
Are there any changes to Land Use? If yes, describe the changes and update the Land Use Information Table below, such as increased/decreased growing areas, change of HEL areas, crop mix.			
Land Use	Acres	Notes; condition of fields; number , types, and purpose of animals using pasture;etc.	
Tilled Cropland: Vegetables:	14.49	Com, squash, tomatoes, pumpkins and other row crops (currently only mowed for maintenance)	
Hay:			
Other:			
Nursery:			
Orchard (Tree fruits/nuts):	0.7	Apple trees (not in production)	
Small Fruits/Vineyard:			
Pasture:			
Livestock Type/ Livestock Numbers			
Managed Woodland:			
Unmanaged Woodland:	4.85		
Water bodies/Wetland:	2.15	Wooded marsh	
Buildings/Impervious surfaces:			
Other/Fallow:	1.0	Compost area	
<b>TOTAL ACREAGE:</b>	<b>23.19</b>	<b>The above information is sourced from 2023 aerial map and 2024 open space boundary from MassGIS.</b>	

<b>RESTRICTION INFORMATION:</b>
ROFR <input type="checkbox"/> OPAV <input type="checkbox"/> Neither L81
Are there any structures or improvements on this APR? YD N L81 If yes, include the structures/improvements page.
Notes on Directions or Access to property:

<b>FARM SOCIAL MEDIA:</b>			
After reading Farm Website , Farm Social Media, and Googling owners and farm name, did you find any evidence of recent:	Yes	No	N/A
Events to bring people to the farm	<input type="checkbox"/>		<input type="checkbox"/>
Recent or planned construction	<input type="checkbox"/>		<input type="checkbox"/>
Recent or planned change in ownership of farm or farm business	<input type="checkbox"/>		<input type="checkbox"/>
Include links to sources:			

Project Name: Billerica Town of

Project ID#: 05089703 IBIL

2024 Monitoring form

**MDAR internal use only**

**LANDOWNER QUESTIONS: Did the landowner report any changes or plans to change:**

<b>BASIC INFORMATION</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Not discussed</b>
Contact information for owners?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Who land is rented to or contact information for tenants?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ownership of the land?	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Are any known issues on the property?	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Questions about the APR on the property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Need for information about MDAR grants?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Agricultural Operations:</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Not discussed</b>
Land Use or crops grown, as shown on Land Use Information Section?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Agricultural Operations generally (including how products are sold, how production is trending, methods used for growing, etc.)?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a NRCS Farm Conservation Plan less than 10 yrs old? The plan was prepared for _____ and is dated _____	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
If yes to any of the above, describe below: William Griggs (of Griggs Farm) used to be the tenant farmer, but hasn't farmed the property in 5+ years. He does continue to use approx. 1 acre on the rear parcel for composting. The fields appear to be mowed at least annually, the front field more frequently. Clancy Main is the new town manager as of Nov. 2024 and is interested in finding a tenant farmer for the property for the upcoming season. We discussed leasing options and general APR questions (soil maps, example RFR's, land for good resources, and MDAR grant info will be shared). Clancy noted that they will need to install an access road from Route 3A and water for the incoming farmer.				
<b>COA/SPECIAL PERMIT INFORMATION</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Not discussed</b>
Progress towards any recently issued COAs or operations under any recently issued Special Permits?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Buildings or other improvements on the property, as described in Property Improvements Table (including their uses)?	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Events and/or non-agricultural use of the property?	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, describe below:				
<b>RESOURCES</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Not discussed</b>
Signs of a spill or release of hazardous substances, petroleum products, or other potential environmental hazards on the property?	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Resource concerns (for example, invasive plant species, erosion, nutrient pollution, woodlot management, climate resiliency)?	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Trouble with trespassers or encroachment on the property?	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Did the landowner or representative make any report regarding any other issues not noted above?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, describe below: Clancy had concerns about the compost operation. I confirmed that it was on the town's APR land and said he will follow up with Mr. Griggs to discuss. I spoke to Mr. Griggs briefly and he said geese were a pest on these fields in the past.				

Project Name: Billerica Town of

Project ID#: 05089703 IBIL

2024 Monitoring form

**On-Site Inspection - MDAR Internal Use**

**BASED ON OBSERVATION during SITE/FIELD VISIT**

*On the Site Visit, did the Monitor observe any changes to:*

<b>BASIC INFORMATION</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Any known issues on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marking/ground evidence of property boundaries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, describe: There is a brick wall that has been altered by 585 Boston Rd. It was also documented in the BDR. After looking at aerial imagery, this issue pre-dates the closing of the APR.			
<b>AGRICULTURAL OPERATIONS:</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Land Use or crops grown, as shown on Land Use Information Section?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Agricultural Operations generally (including how products are sold, how production is trending, methods used for growing, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, describe: Agricultural fields are not currently in commercial production, but are being mowed.			
<b>COA/SPECIAL PERMIT INFORMATION</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Progress towards any recently issued COAs or operations under any recently issued Special Permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Buildings or other improvements on the property, as described in Property Improvements Table (including their uses)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Events and/or non-agricultural use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, describe:			
<b>RESOURCES:</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Signs of a spill or release of hazardous substances, petroleum products, or other potential environmental hazards on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resource concerns (for example, invasive plant species, erosion, nutrient pollution, woodlot management, climate resiliency, dumping, overgrazing, manure management)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trouble with trespassers or encroachment on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did you observe any other issues, changes or concerns not noted above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, describe: Field edges are overgrown with invasives and could benefit from more routine maintenance. The orchard was overgrown and appeared to not be pruned for many years. The rear fields appear to be mowed less often than the front field. The assessor's boundaries show that 581 Boston Rd. is encroaching on the APR, but I confirmed the property boundaries with the APR Plan 13473c and there is no encroachment here. Boundaries have been adjusted in GIS. See note above about encroachment present at time of APR closing.			







**Agricultural Preservation Restriction Monitoring Report**

APR 050897031BIL: Billerica Town of

Monitoring Date: 11/20/2024

**Map**



**Photos**

APR 05089703 | BIL: Billerica Town of



Lat/Long: 42.54489, -71.2543

Waypoint #	Photo#	File name	Direction	Photo Description
1	1	Image-20241120-134834.jpg	265.54 - W	Property boundary along Route 3A



Lat/Long: 42.54489, -71.2543

Waypoint #	Photo#	File name	Direction	Photo Description
1	2	Image-20241120-134843.jpg	235.93 - SW	Property boundary along Route 3A



Lat/Long: 42.54527, -71.25453

Waypoint #	Photo#	File name	Direction	Photo Description
2	3	Image-20241120-134936.jpg	270.96 - W	Signage along Route 3A



Lat/Long: 42.54521, -71.25459

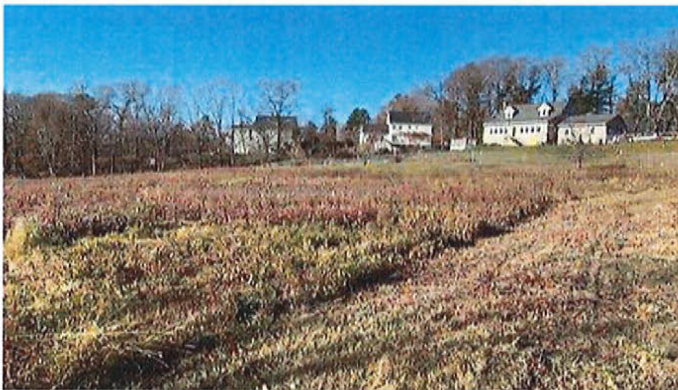
Waypoint #	Photo#	File name	Direction	Photo Description
3	4	Image-20241120-135005.jpg	225.34 - SW	View of mowed crop field along Route 3A





Lat/Long: 42.54521, -71.25459

Waypoint #	Photo#	File name	Direction	Photo Description
3	5	Image-20241120-135019.jpg	283 .86 - WNW	View of mowed crop field along Route 3A



Lat/ Long: 42.5437, -71.25692

Waypoint #	Photo#	File name	Direction	Photo Description
4	6	Image-20241120-135716.jpg	274 .1 - W	View of overgrown crop fields





Lat/Long: 42.5437, -71.25692

Waypoint #	Photo#	File name	Direction	Photo Description
4	7	Image-20241120-135723.jpg	212.5 - SSW	View of overgrown crop fields



Lat/Long: 42.54334, -71.25698

Waypoint #	Photo#	File name	Direction	Photo Description
5	8	Image-20241120-140042.jpg	127.51- SE	View of apple trees and overgrown crop field, looking towards Griggs



Lat/Long: 42.54259, -71.25599

Waypoint #	Photo#	File name	Direction	Photo Description
6	9	Image-20241120-140329 .jpg	206.46 - SSW	Compost area



Lat/Long: 42.54259, -71.25599

Waypoint #	Photo#	File name	Direction	Photo Description
6	10	Image-20241120-140341 .jpg	263.53 - W	Compost area



Lat/Long: 42.54249 , -71.25587

Waypoint #	Photo#	File name	Direction	Photo Description
7	11	Image-20241120-140416.jpg	235.79 - SW	Compost area and equipment



Lat/ Long: 42.54186, -71.2563

Waypoint #	Photo#	File name	Direction	Photo Description
8	12	Image-20241120-140533.jpg	352.09 - N	Compost area and equipment





Lat/Long: 42.54186, -71.2563

Waypoint #	Photo#	File name	Direction	Photo Description
8	13	Image-20241120-140544.jpg	300.04 - WNW	Compost area



Lat/Long: 42.54363, -71.25464

Waypoint #	Photo#	File name	Direction	Photo Description
9	14	Image-20241120-150532.jpg	48.4 - NE	Potential encroachment and bittersweet vines





Lat/Long: 42.54368, -71.25465

Waypoint #	Photo#	File name	Direction	Photo Description
10	15	Image-20241120-150829.jpg	38.13 - NE	Rock wall boundary appears to be altered



Lat/Long: 42.54383, -71.25472

Waypoint #	Photo#	File name	Direction	Photo Description
11	16	Image-20241120-150840.jpg	133.28 - SE	Rock wall boundary appears to be altered



**Agricultural Preservation Restriction Monitoring Photography Affidavit**

I, Jill Banach, hereby certify that:

I am employed by the Commonwealth of Massachusetts, Department of Agricultural Resources, and my job duties include monitoring properties subject to Agricultural Preservation Restrictions ("APR") held by the Massachusetts Department of Agricultural Resources;

That on 11/20/2024, I visited the Billerica Town of APR property and took documentary ground photographs ("the Photographs") with the following file names:

- Image-20241120-134834.jpg
- Image-20241120-134843.jpg
- Image-20241120-134936.jpg
- Image-20241120-135005.jpg
- Image-20241120-135019.jpg
- Image-20241120-135716.jpg
- Image-20241120-135723.jpg
- Image-20241120-140042.jpg
- Image-20241120-140329.jpg
- Image-20241120-140341.jpg
- Image-20241120-140416.jpg
- Image-20241120-140533.jpg
- Image-20241120-140544 .jpg
- Image-20241120-150532.jpg
- Image-20241120-150629.jpg
- Image-20241120-150840.jpg

The photographs, attached hereto, together with accompanying descriptions and photo location and route map, fairly and accurately depict the property as it appeared on the date the photographs were taken.

Signature of Photographer: *Jill Banach* Date: 11/26/2024

Name of Photographer: Jill Banach  
Title of Photographer: Stewardship Planner

RECORDED DOCUMENTS REPORT							Project ID: 050897031BIL	Project Name: Billerica Town of	Billerica, Middlesex County
							2024 Registry Review 7/23/24 by L. Trotto		
No.	Description	Date	Book	Page(s)	Document#	Grantor	Grantee		
R1				165		Town of Billerica	Commonwealth of MA		
R2	Deed - Underlying	3/6/1996			163191	Trust for Public Land	Town of Billerica		
R3	Plan of Land(1)	Plan 3708R filed with certificate 32403 in Land Court							
R4	Plan of Land(2)	Plan 13473=C filed with certificate 14356 in Land Court							
R5									
R6									
R7									
R8									
R9									
R10									
R11									
Documents are Land Court certificate 32403									
R3 shows Lot 40. R4 shows Lot 2									
Names Researched: Billerica									
Previous Date of Research: 4/14/23									
APR Recorded: 5/8/97									
Baseline Document Date: 1/06/1999									
Documents Review: Middlesex County Registry of Deeds online									



## MEMORANDUM

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**TO:** Select Board

**FROM:** Christopher Dillon, Acting Town Manager

**CC:** Robert Maynard, Assistant Town Manager

**SUBJECT:** Town Manager's Report, July 14th, 2025

**DATE:** July 10, 2025

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### **Water Restrictions**

The Town's stream gage has gone below normal for this time of year and is currently registering 106 cfs. 71 cfs is our trigger point and if it stays below that for 3 consecutive days, we must institute water restrictions. Hopefully, we will receive some rain in the next few days, but the community should be prepared for new water restrictions to come into effect. If this does happen the Town will be sure to post on social media as well as the website.

### **Audit**

The Town wide audit is nearing completion. There were conversations at the Board level if the scope of the audit would include Town committees or boards, but no vote was taken. If the board wishes to widen the scope of the audit to include Town committees/boards let me know before the audit is completed.

### **Address Change**

The Town of Billerica is changing our P.O. Box for payment remittance. If you send your tax or water payments by online banking, or have auto-pay set up through your online banking, please change the address to:

*Town of Billerica  
PO Box 848211  
Boston, MA 02284*

If the address is not changed, your bill payment will be delayed and may accrue a fee and/or interest. Residents were notified about this change through a postcard included in their last tax bill as well as posts to social media and the website.

### **North Billerica Fire Station**

By the end of July, the Town will have the cost estimate back on the North Billerica Fire Station based off the design the department and project team worked on. During the August Board meeting we will present the final design.

### **Business Magazine Feature**

Our Planning and Community Development Director Katherine Malgieri took a call from Business View Magazine last week. They would like to feature Billerica in their September edition of *Civil &*



*Municipal* with an emphasis on Massachusetts' innovation economy and Billerica's roles within it. They have an audience of 900,000+ c-level executive subscribers across the country. Their focus would be on the town's growth, milestones, challenges, notable housing/infrastructure projects and what it means for growth, and what makes Billerica unique from a business development perspective.

### **Shawsheen Tech Budget Change**

On June 26, 2025 the Massachusetts Department of Revenue Division of Local Services certified Shawsheen Valley Technical High School's Fiscal Year 2024 Excess and Deficiency at \$803,668. This amount was significantly less than what they had anticipated during the budget process. On July 26, 2025, the Tech School Committee held a special meeting to accept the amount certified and took the following actions:

1. Eliminate the Stabilization Fund transfer of \$750,000
2. Eliminate E&D funding in the amount of \$237,500 for the completion of the field house
3. Modify the FY26 capital budget to move the pool pack replacement (\$250K) to FY27 and reallocate the FY26 funding for the field house completion

The Tech has reassured the Town that these changes will not impact the FY26 budget, but we will have to see if these changes impact FY27. It's important to note that at this time the Tech is also looking to start a new High School project with the MSBA.

### **MBTA Discussions**

Late in June the Town sat down with the MBTA and state representative Marc Lombardo to discuss the future of the facility at the MBTA station in North Billerica. To date the MBTA has repaired the bathrooms within the facility as well as repainted and cleaned up the space. They are planning to do a complete repaving of the parking lot, milling up the existing asphalt and paving a fresh coat at a cost of \$1,000,000. With regards to the Town-owned parcel in the parking lot. The MBTA generates roughly \$2,600 a month in revenue, roughly \$31,200 a year from the Town owned lot.

At this point the hold up is the historic windows on the facility. To adhere to the design standards of the HDC the MBTA would have to invest roughly \$90,000 into the windows. The Town will be going before the HDC during their August meeting to seek relief on this with the hopes we can get less expensive windows approved.

If that is successful, the Town will begin negotiations with the MBTA for the long-term care and maintenance of the facility. The Town will be looking for the MBTA to continue handling larger capital repairs like a roof or bathrooms, while the Town will maintain the facility on a day-to-day basis.

### **Pinehurst Paving**

Overnight Paving has started on Route 3A in Pinehurst. MassDOT has scheduled to pave Route 3A from Burlington High School and proceed north to Cook Street. The work is scheduled nightly beginning 6/22/25, Sunday evening through Friday morning, between 6pm to 6am for approximately 3 weeks.

Lane closures and traffic restrictions will be in place during the scheduled work hours. One lane of travel in each direction will be maintained at all times and access to residences and businesses will be preserved. Signage, police details and message boards will be in place to guide drivers through the work area. Drivers traveling through the affected areas should expect delays. All scheduled work is weather dependent.

### **Billerica Police Station**

Last Fall Town Meeting approved \$200,000 to fund space needs feasibility study and design for the current Police Station. The Town worked with Leftfield, PRA architects, and the police department to design a facility that meets the needs of the Police Department. Specifically, ensuring adequate facilities for both men and women, currently the women's facilities do not have enough space for the hiring of additional female officers. At the Boards next meeting we would like to present the two design options and discuss the next steps.

**ARTICLE 47 - PETITIONER ARTICLE (A TOWN-WIDE BAN ON THE USE OF SECOND-GENERATION ANTICOAGULANT RODENTICIDES)**

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation substantially in the form below:

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding Chapter 132B of the General Laws or any other general or special law to the contrary, the Town of Billerica may by By-Law prohibit or restrict the application of second-generation anticoagulant rodenticides within the Town of Billerica, including the application of such pesticides by licensed commercial applicators as defined in 333 C.M.R. 10.00.

SECTION 2. This act shall take effect upon its passage; or act in relation thereto.

Submitted by James Perry Reef and Messrs. Damon, Darris-O'Connor, Tribou and Clark and Madame's Henderson, Leach, Bradley, Kneeland and Doherty.

*Finance Committee recommends approval.*

**ARTICLE 48 - PETITIONER ARTICLE (A BAN ON THE MUNICIPAL USE OF SECOND-GENERATION ANTICOAGULANT RODENTICIDES)**

To see if the Town will vote to ban the use of Second-Generation Anticoagulant Rodenticides, or SGARs, at properties under the care and control of the Town of Billerica; or act in relation thereto.

Submitted by James Perry Reef and Messrs. Damon, Darris-O'Connor, Tribou and Clark and Madame's Henderson, Leach, Bradley, Kneeland, Learned and Doherty.

*Finance Committee recommends approval.*